



**University Owned Houses**  
**Contract Terms & Conditions for Academic Year 2019-2020**  
**Students who enter into a contract are committed to the entire academic year**  
**(August 22, 2019 - May 9, 2020)**

1. Agreement: This document and the documents, policies, rules and regulations attached and/or referred to within it constitute the University of Northern Colorado Department of Housing & Residential Education Terms and Conditions for residence halls and dining services (collectively "Terms & Conditions").
2. Parties: State of Colorado acting by and on behalf of the Board of Trustees of the University of Northern Colorado, an institution of higher education existing by virtue of the laws of the State of Colorado, for the use and benefit of the Department of Housing & Residential Education ("Landlord") and Applicant ("Tenant").
3. Premises: Landlord, in consideration of the Lease payments made by Tenant pursuant to the Lease, leases to Tenant the premises; one bedroom in a shared house.
4. Term: The lease term will begin on August 22, 2019 and terminate on May 9, 2020. The lease agreement, from the above dates, binds the Tenant for the full term. Including Winter and Spring breaks.
5. Contract Terms: The housing contract, from the beginning date of the contract period (official opening day of the halls) binds the resident for the full academic year, excluding Summer Session. If a contract is entered into at the start of Fall Semester, the contract will be binding until the final day of Spring Semester. If the dates of the academic year are revised by the University, those revised dates will apply and will not alter the financial obligation under this contract.
6. Definition of Lease: Landlord has promulgated certain rules and regulations related to the occupancy of the Premises. Tenant agrees to abide by such Rules and Regulations and further agrees that Landlord may change or revise such Rules and Regulations without consent of Tenant. This document defines the terms and conditions of this lease, and all Tenants, and their invited guests/visitors are required to comply with stated contents.
7. No Insurance Provided by Landlord: As Landlord does not provide any insurance coverage for personal property that Tenant may have at the Leased Premises, IT IS RECOMMENDED THAT TENANT PURCHASE PERSONAL PROPERTY INSURANCE COVERAGE.
8. Lease Payments: Registering for classes, contracting for room, and allowing charges to be added to their account, the student represents that they have the intention and ability to pay and promise to pay for all charges placed on their account, as well as any service charges or collection costs, if any, that may be due. Bill due dates follow the University payment rules. Tenant payment options: A. with the UNC Cashier's office. The rates state in the latest edition of the rates page are applicable to the Leased Premises and are includes of all Tenant fees that provide social, cultural, an education services. All rent

payments shall be made to UNC at the Cashier's office or on URSA on the UNC website. i. Monthly Service charges on Unpaid Rent: Services charges will be assessed consistent with Landlord's accounting policy (University Accounting Office.) B. Rent Change and Modifications: Rates may be changed subject to the approval of Landlord's Board of Trustees. C. Failure to Pay: Failure to make payment of rent or other charges, may result in termination of these Lease by Landlord unless Landlord provides a 3-day notice of eviction to Tenant. D. Insufficient Funds: Consistent with Landlord's policies, Tenants shall be charged \$20.00 for each "insufficient funds" check that is returned to Landlord for lack of sufficient funds. E. Early Check-ins: if new tenants are requesting to occupy the space earlier than states check-in date (permitting house is available and ready for occupancy), Tenants will be charged an additional \$45.00 per day.

9. Deposit and Cancellation: At the time of the signing of this Lease, Tenant shall pay to Landlord a housing deposit to be held and disbursed for Tenant's damage to the Leased Premises and cleaning and which the deposit will be returned, or a portion thereof, as provided by law, within sixty (60) days of a Tenant vacating the Leased Premises. If Tenant decides to cancel this Lease prior to the commencement of this Lease, Tenant must submit a written notice to Landlord, thirty (30) days prior to August 22, 2019. If the notice is not submitted prior to the thirty (30) day requirement, Tenant's deposit will be forfeited. Tenant will forfeit the deposit under the following circumstances: Landlord grants a Lease release to Tenant, withdrawal/transfer of Tenant from the University, and academic suspension of Tenant. Under the following circumstances: Landlord grants a Lease release to Tenant, withdrawal/transfer of Tenant from the University, and academic suspension of Tenant. In order to receive a refund of the deposit if the Tenant graduates they must submit documentation to Housing and Residential Education for approval. If a Tenant participates in a University-sponsored internship, student teaching or exchange program that requires living out of the local area, the Tenant will receive a refund upon approval of a Petition for Release.

10. Eligibility/Occupants: In order to be eligible for occupancy in University housing, the student must be enrolled at the University of Northern Colorado ("UNC"), and enrolled for and attend 6 or more credit hours undergraduate/5 credit hours graduate in the first semester of occupancy and every semester thereafter. Tenants will be assigned to either a single occupancy room or a double occupancy room within a shared house unit. Exceptions include: i. Fall semester pre-registration must be completed no later than one week prior to the end of Spring Semester. ii. Tenant completing thesis, dissertation hours, research projects or during semester of comprehensive exams may occupy apartment for two semesters, with letter from advisor, confirming academic status and timeframe for completion.

11. Habitability: Tenant has inspected the Leased Premises and fixtures (or has had the Leased Premises inspected on their behalf) and acknowledges that the Leased Premises are in a reasonable and acceptable condition of habitability for its intended use, and the agreed Lease payments are fair and reasonable. If the condition changes to that, in Tenant's opinion, the habitability and rental value of the Leased Premises are adversely affected, Tenant shall promptly (within ten days) provide notice to Landlord.

12. Graduation and/or Coursework Completion: Graduating Tenants and any Tenant not enrolled in an academic course with the Landlord must vacate no later than December 31<sup>st</sup> for Fall semester and May 9<sup>th</sup> for Spring semester. Tenants moving out before this time period are still responsible for financial installments in full.

13. Assignment Policy: Assignments to house rooms are made based upon the date of receipt of the applicant's completed contract and space availability within a house. Priorities for assignments are determined by space availability and are completed on a first come first served basis. UNC may not be able to honor all requests for house or roommate choice. The University may place residents in temporary housing assignments. As permanent accommodations become available, temporarily assigned residents will be required to move to permanent accommodations as offered by the University.

14. Waiting List: In the event that the leased premises are not immediately available at the time of executing this Lease, Tenant will be placed on a waiting list. While on the waiting list, Tenant may cancel this Lease, in writing, at any time, and receive a full refund of their deposit. Priorities for house assignments are determined by space availability. UNC may not be able to honor all requests for house assignment or roommate choice.

15. Consolidating Vacancies: The University reserves the right to change room or house assignments, to assign roommates, and to consolidate vacancies by requiring a resident to move from their currently assigned space. In the event that the [Tenant/Tenant/Resident] has been assigned to a [Contracted Premises/Leased Premises/residence hall room] that has been modified to be in compliance with the Americans with Disabilities Act (ADA) and the [Tenant/Tenant/Resident] does not seek ADA accommodations or qualify for such ADA accommodations (as determined by the Department of Housing and Residential Education (HRE) and/or Disability Support Services), [Tenant/Tenant/Resident] understands and agrees that the [Landlord/Landlord/HRE] may at any time, in its discretion (if another Tenant/Tenant/Resident] has been approved for ADA accommodations), move the [Tenant/Tenant/Resident] to a substantially equivalent [Contracted Premises/Leased Premises/residence hall room] at the rental rate of the original [Contracted Premises/Leased Premises/house room]. In such event, [Landlord/Landlord/HRE] shall provide five (5) days' notice to [Tenant/Tenant/Resident] of the move of the [Tenant/Tenant/Resident] to a substantially equivalent [Contracted Premises/Leased Premises/house room]. Such notice will be delivered to [Tenant/Tenant/Resident] by one or more of the following methods: (a) personal delivery, (b) putting the notice under the front door of the [Contracted Premises/Leased Premises/house room], (c) sending the notice by U.S. mail or (d) sending the notice by electronic mail.

16. Room Change: A resident may change rooms only with a written authorization from their hall staff. Unauthorized room changes or failure to move out of a room when required may result in additional charges as determined by the University.

17. Notice: Notices by Landlord under this Lease shall be either delivered personally, or placed under the front door of the apartment, or mailed to the Tenant of the Leased Premises, or E-Mailed to the UNC e-mail address of the Tenant and is considered sufficient notice as required by law. Notices by Tenant under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows: Housing & Residential Education, Campus Box 38, Greeley, Colorado 80639, (fax) 970-351-1950, E-mail: housing@unco.edu. Such addresses may be changed from time to time, by either party, by providing notice as set forth above.

18. Entry: Landlord reserves the right to enter any house for inspection and/or maintenance purposes at all reasonable times. A house shall be entered when there is reasonable cause to believe a violation of rules, regulations, or state/federal/local law has occurred. Entry without notice may occur in emergencies where Landlord believes that imminent danger to life, safety, health or property may exist.

Access to house will not be granted to friends, relatives, or other students unless they are designated as a Tenant of the house identified in this Lease. Landlord shall have the responsibility to maintain the Leased Premises in good repair at all times. Landlord reserves the right to assign a roommate to an unassigned bedroom at any given time during the Leased term.

19. Check-In Procedure: Each resident is considered checked-in when they obtain the room key or student card encoded. When moving into the assigned room, the resident shall complete, sign and turn in a Room/Apartment Inventory Form. When vacating the assigned room/apartment, the resident must check out with the staff. The Room/Apartment Inventory Form and an inspection by a designated Housing & Residential Education staff member will serve as the basis for check-out charges, if any, that are assessed. Each resident agrees to follow the proper check-out procedures when vacating the premises or relocating within the system. This includes, but is not limited to removing personally owned furniture and equipment, removing all waste and debris, and leaving the room/house in the same condition as when accepted, reasonable wear and tear excepted. The resident will be responsible for any cleaning. Maintenance or repair required to return premises to the same condition as when accepted will be accomplished by University appointed personnel and will be billed accordingly. Failure to check in will not release the student from these requirements or any other provision of these Terms & Conditions.

20. Check-Out Procedure: Tenant is required to formally check into the apartment with a designated Landlord staff member. An inventory form must be completed and returned to Landlord's office within forty-eight (48) hours of official check in. Failure to do so may result in administrative sanctions and/or charges for cleaning, damages and improper check in/out.

21. Abandoned Property: Personal property left behind by Tenant following check-out and/or Lease termination is considered abandoned. Tenant shall be charged for any costs incurred by Landlord moving or removing abandoned property from the Leased Premises. Abandoned materials will be subject to University disposal procedures. Unlicensed or inoperable vehicles left in parking lots, or adjacent parking, at any time will be towed. All costs associated with packing, disposal and/or towing will be charged to the Tenant via their university bill.

22. Alterations: Tenant shall make no alterations, including but not limited to: paint, wallpaper, contact paper, lock changes, antenna, satellite dishes, fences, bidet, air conditioner units or remodeling of any sort without the express written consent of the Landlord.

23. Health and Safety: In addition to Landlord's policies, rules and regulations, tenant agrees to obey all city, state and federal laws relating to the use and care of the Leased Premises.

24. Smoking: Smoking is not permitted on campus, on university grounds or in the houses. This includes, but is not limited to, cigarettes, e-cigarettes, vape pens, hookahs, chewing tobacco, and other products containing tobacco or tobacco derivatives.

25. Animals and Pets: Tenant agrees not to keep or harbor any animals or pets except as approved by or registered with the University's Office of Disability Support Services as Service Animals or Emotional Support Animals, or through the Pet Friendly Residential Learning Community. Further details regarding allowed pets as well as animals requiring approval may be found in the Housing & Residential Education Handbook.

26. Information Sharing: In certain circumstances, it may be necessary for HRE to communicate with other University departments about you in connection with your occupancy in University housing. These communications may include: your first and last name, your student email address, your Bear number, and your parent first and last name, your parent(s) cell phone number, and your parent(s) email address. If you do not want your information shared, please notify the Housing & Residential Education office in writing by sending an email to: [housing@unco.edu](mailto:housing@unco.edu) and no such information will be provided to other University departments by HRE.

27. Liability: Landlord, its officers, employees, agents and representatives, are not liable for any personal property of Tenant that may be lost, stolen or damaged in any way, anywhere on the Leased Premises, including any storage facilities. Tenant agrees to save, hold harmless, and indemnify Landlord, its Trustees, officers, employees and agents, from any claims or damages substantiated by Tenant or other parties as a result of the acts or omissions of Tenant relating to any changes or modifications made by Tenant or Tenant's representative, to the Leased Premises' furnishings, including but not limited to, the construction of loft beds, bookshelves, water beds, partitions, adjustments to toilets and sinks or other structures. Tenant will be financially responsible to Landlord in the event a third party is injured by Tenant's acts or omissions, claims the Landlord is liable for damages. Landlord is not liable for claims for damages whether Landlord knew of changes or not.

28. Measles Immunization: Colorado law now requires all college or university students to present to the Student Health Center a certificate of immunization from a licensed physician showing immunization against measles, mumps, and rubella or an approved exemption. Individuals, who for medical reasons are unable to be immunized as required above, may file a medical exemption by submitting a Colorado Department of Health Certificate of Immunization signed by a licensed physician. A student may file a personal or religious exemption by submitting a Colorado Department of Health Certificate of Immunization with the statement of religious or personal exemption signed by the student if 18 or older; or if less than 18 years, by the parent or guardian; or emancipated student/consenting minor. In the event of an outbreak, students with exemptions can expect to be quarantined off campus at their own expense and there will be no refund for room and board. The University is not responsible for any liability the student may suffer because of noncompliance.

29. ADA: In the event that the [Tenant/Tenant/Resident] has been assigned to a [Contracted Premises/Leased Premises/residence hall room] that has been modified to be in compliance with the Americans with Disabilities Act (ADA) and the [Tenant/Tenant/Resident] does not seek ADA accommodations or qualify for such ADA accommodations (as determined by the Department of Housing and Residential Education (HRE) and/or Disability Support Services), [Tenant/Tenant/Resident] understands and agrees that the [Landlord/Landlord/HRE] may at any time, in its discretion (if another Tenant/Tenant/Resident] has been approved for ADA accommodations), move the [Tenant/Tenant/Resident] to a substantially equivalent [Contracted Premises/Leased Premises/residence hall room] at the rental rate of the original [Contracted Premises/Leased Premises/residence hall room]. In such event, [Landlord/Landlord/HRE] shall provide five (5) days' notice to [Tenant/Tenant/Resident] of the move of the [Tenant/Tenant/Resident] to a substantially equivalent [Contracted Premises/Leased Premises/residence hall room]. Such notice will be delivered to [Tenant/Tenant/Resident] by one or more of the following methods: (a) personal delivery, (b) putting the notice under the front door of the [Contracted Premises/Leased Premises/residence hall room], (c) sending the notice by U.S. mail or (d) sending the notice by electronic mail.

30. Possession: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, in the same condition it was Leased to Tenant, normal wear and tear excepted, unless otherwise agreed by both parties in writing. Tenant will be given keys to the Leased Premises. If all keys are not returned to the Landlord (as logged on Room Inventory) at the termination of this Lease, Tenant shall be charged for each key not returned. During the Leased term, lost room keys will result in a tenant's lock being changed. Cost of lock changes and key replacements will be charged to the Tenant's University account.

31. Parking Regulations: Tenants must display a University Parking Permit in order to park in the University lot "C" behind the 10<sup>th</sup> Avenue houses. The parking lot has an "Open" parking policy, which means, "first come first serve". All visitors must purchase a daily permit from Parking Services. All parking must be in the lots, or along the street. House driveways and garages are for Service Vehicles only. Parallel parking along the street is enforced by the City of Greeley.

32. Cumulative Rights: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

33. Governing Law: This Lease shall be construed in accordance with the laws of the State of Colorado. Venue for any civil action shall be in the courts of the County of Greeley, State of Colorado with jurisdiction over the subject matter of the dispute.

34. Severability: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

35. Contract Changes: Residents may not make changes in the terms and conditions of this contract without agreement and written authorization of an appropriate agent of the University.

36. Entire Agreement/Amendment: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment. The Director of Residential Education on behalf of Housing & Residential Education reserves the right to change tenant room/apartment assignments for health, safety or repair reasons; for disciplinary reasons; for the unresolved incompatibility of roommates; or other administrative reasons for either a temporary or permanent basis. This will be communicated in writing by the Director of Residential Education.

37. Destruction or Condemnation of Premises: If the Leased Premises are partially destroyed in a manner that prevents Tenant's use of the Leased Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$1,000.00, Landlord shall repair the Leased Premises and Lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$1,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by Landlord to Tenant. If the Leased Premises are

damaged or destroyed and such damage or destruction has not been caused by Tenant, Tenant shall have the right to vacate as may be provided by law.

38. Termination Upon Sale of Premises: Landlord may terminate this Lease upon thirty (30) days written notice to Tenant should Landlord no longer be the owner of the Leased Premises.

39. Suspension of University Obligations: The obligations of the University under this contract to provide housing, dining services and any other contracted services may be suspended if prevented or delayed as a result of storm, flood or other acts of God; as a result of fire, war, rebellion, scarcity of water, insurrection, riots, strikes, employee job actions; as a result of an order, rule, or regulation of any federal, state, municipal, or other governmental agency; as a result of legislative, judicial, or gubernatorial deauthorization or disappropriation; or, as the result of any cause whatsoever beyond the control of the University, whether similar to the causes hereinabove specified or not. The time of such delay or interruption shall not be counted against the University, anything in this agreement to the contrary notwithstanding.

40. Termination of Lease by Landlord: Landlord may terminate this Lease, with a three (3) day written notice to Tenant, based on any of the following grounds, including: a. Eligibility: Eligibility (as defined in Section 19, above) of Tenant has changed such that the Tenant is no longer eligible to reside at the Leased Premises. b. Rule Violations (Code of Conduct): If Tenant contributes to disruption of the living environment by interfering with quiet enjoyment by the occupants or violates the rules and regulations relating to University housing (see Student Handbooks) including the Student Code of Conduct. A student's contract may be terminated and the student removed from University housing if they are determined by the University to pose an imminent threat to themselves or others in University housing. c. Lease Violations: Tenant has violated any provision of this Lease and/or rules established by the Landlord and/or the State. d. Failure to Pay: Failure to make payment of rent or other charges may result in termination of this Lease by the Landlord with three (3) day notice of eviction. e. Eviction Appeals: Tenant has three (3) days to appeal a Lease termination to Landlord's designated representative. Violation of any Lease condition during the last thirty days of any Lease term and/or eviction period will result in disciplinary action or earlier termination of this Lease.

41. Termination of Contract by University - The University reserves the right to terminate a Housing & Residential Education contract for any of the following circumstances: (a) the resident enters a plea of guilty or no contest to and/or is convicted of a misdemeanor or felony criminal charge, (b) a resident violates any policies, rules or regulations (i) referred to in this contract, (ii) contained in the Housing & Residential Education Handbook and/or Students' Handbook, and/or (iii) contained in any other University policies, rules or regulations including but not limited to the Student Code of Conduct, (c) the resident is suspended, including interim suspension, or expelled from the University, (d) the resident fails to comply with any portion of the Housing & Residential Education contract, (e) the resident has any unpaid charges from a previous Housing & Residential Education contract, and/or (f) the resident is determined by the University to pose an imminent threat to him/herself or others. If the resident's Housing & Residential Education contract is terminated for any of the reasons described above, any deposit or room and board charges paid by resident are forfeited and will not be refunded.

42. Contract Authority: If the Tenant is under the age of 18, their parents or legal guardian shall become a party to this Lease and shall sign the Lease as evidence of acceptance of all contractual responsibilities.

43. Tenant Responsibilities: The tenant agrees to observe all rules and regulations of UNC, its Department of Housing & Residential Education (including but not limited to these Terms & Conditions, the Housing & Residential Education Handbook and Student Code of Conduct), and the applicable statutes of the State of Colorado and the United States, which are incorporated by reference into this document. If you have ever been convicted of a sexual offense that requires registration pursuant to CRS 18-3-412.5, you must inform the Department of Housing & Residential Education in writing with your application.