



Contract Terms & Conditions for Academic Year 2019-2020

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").

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Students who enter into a contract are committed to the entire academic year (August 22, 2019 - May 9, 2020), excluding Winter and Spring breaks, with the exception of those students who reside in Harrison Hall or Lawrenson Hall, whose residents are allowed to stay in those respective residence halls during Winter & Spring breaks.

1. Eligibility - In order to be eligible for occupancy in University housing, the student must be enrolled at the University of Northern Colorado ("UNC"), and carry an undergraduate or graduate credit load of six (6) semester hours or more.
2. First-Year Students Live-in Requirement - All newly admitted students with less than 20 college credit hours earned after high school graduation (or equivalent), who are under 21, and are not living with their parent or legal guardian in the local area must live in the UNC's housing system through the completion of the first academic year of their attendance. All newly admitted students who are exempt from the University residence requirement are: A) Married students - An original certificate of marriage must be submitted to the Department of Housing & Residential Education. B) Students living at home with their parent(s) or legal guardian - All newly admitted students with less than 20 college credit hours earned after high school graduation (or equivalent), who are under 21 and not living with their legal guardian in the local area must live in the University's residence halls through the completion of the first academic year of their attendance. (Local area is defined by school district. Included school districts are Ault Highland RE-9, Eaton RE-2, Greeley 6, Platte Valley RE-7, Poudre R-1, Thompson R-2J, Weld County RE-5J, Weld RE-1 and Windsor RE-4.) Credits earned through Advanced Placement (AP), International Baccalaureate (IB), College-Level Examination Program (CLEP) or concurrent enrollment with high school do not apply towards the live-in requirement.
3. Meal Plan Requirements - Freshmen living in a meal-mandatory residence hall who are under the age of 20 or have earned fewer than 20 semester hours can choose from four (4) On Campus Meal Plans: Any Meal/Any Time, 19 Meals Per Week, 14 Meals Per Week, or the 10 Meals Per Week Meal Plan. All Freshmen On Campus Meal Plans come with Bonus Meals and Dining Dollars automatically. Upperclassmen (at least 20 years old or 20 earned credit hours) can choose from 2 additional On Campus Meal Plans: 10 Meals Per Week (no Bonus Meals or Dining Dollars included) or the 5 Meals Per Week Meal Plan. Students can change their meal plan each semester up through 5pm on the University published Drop Deadline (10th day of classes). If a student turns 20 during the semester, they will be eligible to make changes to their meal contract the following semester.

4. Dining Services - Dining room services, hours, and locations may be adjusted by the Dining Services at any time. Dining services may not be provided during Thanksgiving, Winter, or Spring Break periods. The last meal will be lunch on the last official day of examinations. Food service contracts are not transferable. Disciplinary action will be taken and charges will be levied against students allowing other persons to use their meal card. A charge may be assessed for meal contract changes, cancellations, and lost identification cards. Students may enter the dining rooms only with their student I.D. cards; no other forms of identification will be accepted.

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. Cancellation Policy - If at any time prior to the beginning date of the contract term the applicant decides to cancel in accordance with Paragraph 2, above, written notification must be provided to the Department of Housing & Residential Education. Cancellation can only occur if the contract period has not begun. Housing deposits will be refunded only in accordance with the following policy: A full refund of \$100 will be granted if notice of cancellation is postmarked and mailed to the Department of Housing & Residential Education by May 1 for contracts beginning Fall Semester and December 15 for contracts beginning Spring Semester. A \$50 refund will be granted and \$50 will be forfeited if notice of cancellation is postmarked and mailed to the Department of Housing & Residential Education by May 31 for contracts beginning Fall Semester and December 31 for contracts beginning Spring Semester. The \$100 deposit will be refunded if cancellation is postmarked and mailed to the Department of Housing & Residential Education within five working days of the contract date. All refunds will be disbursed to the applicant's university account. **THE FULL AMOUNT OF THE DEPOSIT SHALL BE FORFEITED BY ANY APPLICANT WHO CANCELS AFTER THE ABOVE DATES.**

7. Assignment Policy - Assignments to residence hall rooms are made based upon the date of receipt of the applicant's completed contract and space availability within a residence hall. Priorities for hall 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 hall assignment, roommate choice or residential learning community. 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. Approved room moves may result in additional charges based on housing tier and room.

8. Smoking - Smoking is not permitted in residence halls or dining rooms. This includes, but is not limited to, cigarettes, e-cigarettes, vape pens, hookahs, chewing tobacco, and other products containing tobacco or tobacco derivatives.

9. 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.

10. Check-in and Check-out - Each resident is considered checked-in when (s)he obtains 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 designated Housing & Residential Education staff 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 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.

11. Late Check-in - The Department of Housing & Residential Education must be contacted for late check-in before the opening of the residence hall each semester. Assigned bed space will only be held the first ten days of classes each semester/session. When the resident fails to check in at the assigned residence hall, (s)he will be assigned to an alternate bed space until his/her University withdrawal or non-registered status is confirmed.

12. Resident Responsibilities - The resident 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.

13. 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.

14. Rates - The rates set by the UNC Board of Trustees each year establish the Housing & Dining rates for the following academic year.

15. Indebtedness - The resident's failure to meet financial obligations for room and board payment, according to University fee schedules, may result in meal denial, termination of the contract, denial of grade transcripts, or denial of reassignment, in accordance with the University rules and regulations governing student's failure to meet financial obligations to the University.

16. Vacating - All residence halls close at 10:00 am on the Saturday after the final exams for each academic semester. Residents must vacate the premises within 24 hours after their final exam or upon discontinuance as a student, whichever occurs earlier. Graduating seniors may make special arrangements for residence hall check-out with their respective Hall Directors. Residents may not occupy their rooms during winter and spring breaks without prior permission from Housing & Residential Education. Residents staying during break periods will be assessed an additional fee for housing.

17. Consolidating Vacancies - The University reserves the right to change room or hall assignments, to assign roommates, and to consolidate vacancies by requiring a resident to move from single occupancy of a double room to double occupancy of a double room.

18. Room Changes - A resident may change rooms only with a written authorization from her/his 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.

19. 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. Approved room moves may result in additional charges based on housing tier and room.

20. Single Rooms - Students may request single rooms on a first-come, first- served basis based on availability. The University reserves the right to assign students to single rooms for unique necessary reasons. When the University finds it necessary to assign a single occupant to a double room or allows only one occupant to remain in a room normally occupied by two (2) persons, the Housing & Residential Education charge will be computed into a single room rate from the date that the person occupied the room as a single, except where no roommates are available elsewhere in the housing system. Residents who find themselves without a roommate have three (3) choices: a) elect to contract for the same accommodations for the remainder of that semester and pay the single room rates, or b) consolidate with another resident of their own choosing, who is also a single occupant in a double room, or c) consolidate with a roommate chosen by the Housing & Residential Education staff. Students living alone will be charged at the single occupant rate. As of October 1, 2017, Housing & Residential Education states students with disabilities approved for single rooms, or other requested accommodations required by Disability Support Services, as housing accommodations are not charged a supplemental single-room premium or room buyout charge solely because of the need for

the accommodation.

21. Contract Assignments - A resident may not subcontract any part of the premises or allow any unauthorized party to occupy the premises or any part thereof. The Director of Residential Education on behalf of Housing & Residential Education reserves the right to change resident room/apartment assignments for health, safety or repair 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.

22. Payment - By applying for admission, registering for classes, contracting for room and board, and allowing charges to be added to their account, the student represents that (s)he has 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. The first billing statement of the semester will be sent to the student's permanent address when school is not in session, unless a billing address is provided. Subsequent billing statements will be sent to the student's local address, when school is in session, unless a billing address is provided. Payment is due at the Cashier's Office on or before the payment due dates shown on the billing statement.

23. Refund and Forfeiture Policies - The \$100 deposit will be credited to the student bill within 30 days of the lease end date unless it becomes necessary to withhold the deposit under the terms of the contract. A refund of the \$100 deposit will be made if the student graduates or participates in a University-sponsored internship or exchange program that requires living away from Greeley. The \$100 deposit will be forfeited by the student as liquidated damages if a release of student from the Lease is granted, if (s)he withdraws/transfers from UNC, and/or is placed on academic or conduct suspension or expulsion. Room and board fees for University withdrawals will be based on the University refund policies set by the Registrar's Office each semester.

24. Liability - The University of Northern Colorado, its trustees, employees and agents, and the Department of Housing & Residential Education are not liable for any property of the resident that may be lost, stolen or damaged in any way, anywhere on the premises of the University, including storage facilities. The resident agrees to save, hold harmless, and indemnify the University and its trustees, officers, employees and agents from any claims or damages substantiated by the resident or other parties as the result of the acts or omissions of the resident relating to the resident's occupancy of the room or any changes or modifications made by the resident to the room or furnishings, including but not limited to, the construction of loft beds, bookshelves, water beds, partitions or other structures. The resident will be financially responsible to the University in the event a third party, who is injured by the resident's acts or omissions, claims the University is liable for damages. **PERSONAL PROPERTY INSURANCE COVERAGE IS RECOMMENDED.**

25. Damages and Costs - The resident agrees to pay for any damage to the buildings, including fire damage, any damaged or missing furniture, any lost property, or any service costs caused by said resident because of actions, neglect or intent. Where two or more residents occupy the same room, suite or apartment and the responsibility for damage, loss or any other charges cannot be ascertained by the University, the cost of the damage, loss or charges will be allocated and assessed equally to all occupants of the room, suite or apartment. Students are responsible for individual and community damages collectively. The resident will be allowed to remove university owned room furnishings from their room and store them in an off campus location. The resident will be fully responsible for the condition and safekeeping of the furniture. The resident will agree to take special

care to ensure that the furniture, walls and doors are not damaged when items are being removed and/or returned.

26. 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.

27. 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 and no such information will be provided to other University departments by HRE.

28. Lock Changes/Lost Keys - Lost room keys will result in a resident's lock being changed. Cost of lock changes and key replacements will be charged to the resident's University account.

29. 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.

30. 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.

31. 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.

32. Contract Authority - If the resident is under the age of 18, her/his parents or legal guardian shall become a party to this contract and shall sign the contract as evidence of acceptance of all contractual responsibilities.