

# TERMS & CONDITIONS – VISITING SCHOLAR LEASE – AY2019-2020

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Term: The Contract term will begin on the move-in date of the tenant. Earlier termination may occur per definitions of this Contract.

1. 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").
2. Term: The lease term will begin on the move in date of the tenant. Tenant is responsible for paying rent for the entire term of lease. Thirty (30) day notice required for lease termination.
3. Leased Premises: Landlord, in consideration of the Lease rental payments made by Tenant pursuant to the Lease, leases to Tenant the premises.
4. 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.
5. Landlord's Policies, Rules and Regulations: Landlord has promulgated certain policies, rules and regulations related to the occupancy of the Leased Premises. These policies, rules and regulations are contained in the University of Northern Colorado Housing & Residential Education Handbook ("Handbook"). Tenant agrees that Landlord may revise such Handbook without notice or consent of Tenant. Tenant agrees to abide by such Handbook. Tenant and their invited guests/visitors are required to comply with all provisions of the Handbook.
6. Sex Offender Registration Requirement: If any Tenant has ever been convicted of a sexual offense that requires registration pursuant to CRS 18-3-412.5, Tenant must inform the Department of Housing & Residential Education in writing prior to application.
7. Contract Rate: Tenant shall pay to Landlord monthly payments, payable in advance the first (1st) day of each month. The Housing & Residential Education cost sheet is available on the website. The rates set forth in the latest edition of the cost sheet are applicable to the lease. Rent payments shall be made through your UNC URSA account. Additional conditions: a. Monthly Service Charge(s) on Unpaid Rent: Services charges will be assessed according to Landlord's accounting policy on all unpaid charges. b. Rent Calculations: Computation of the rent to be used at move in time and for refund purposes upon vacating will be based on a half month if Contracted. Premises are occupied for less than fifteen (15) days of month or a full month if occupied for fifteen (15) or more days of month. c. Rent Change and Modifications: Rates may be changed subject to the approval of Landlord's Board of Trustees. d. Failure to Pay: Failure to make payment of rent or other charges, may result in termination of this Lease by Landlord unless Landlord provides a 3-day notice of eviction to Tenant. e. Insufficient Funds: Consistent with Landlord's policies, Tenant shall be charged \$20.00 for each "insufficient funds" check that is returned to Landlord for lack of sufficient funds. f. If tenants are requesting to occupy the apartment earlier than stated check-in date (if apartment is available and ready for occupancy), tenants will be charged and additional \$45.00 per day.
8. Pets: Consistent with the Handbook, Tenant agrees not to keep or harbor any animal in or about the Leased Premises other than fish in one (1) aquarium no larger than twenty (20) gallons.
9. 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.
10. Alterations: Tenant shall make no alterations, including but not limited to, paint, wallpaper, contact paper, lock changes, antenna, satellite dishes, and fences or remodeling of any type without the express written consent of Landlord.
11. Abandoned Property: Tenant understands and agrees that personal property left at or on the Leased Premises by Tenant following check-out and/or Lease termination is abandoned property and can be treated as such by Landlord. 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 Landlord's disposal procedures. Unlicensed or inoperable vehicles left at any time in parking lots, or adjacent parking areas will be towed. All costs associated with packing, disposal and/or towing will be billed to Tenant.
12. Utilities and Services: Tenant shall be responsible for the following utilities and services in connection with the Premises: electricity, water, sewer, trash at Arlington Park Apartments. The utilities will be billed at a standard rate based on apartment style and number of spaces occupied. The Landlord will be responsible for the following utilities with the Premises: cable, laundry and internet. At Arlington Park Apartments, tenants shall be billed monthly. Bill due dates follow the University payment rules.
13. Waiting List: In the event that the Leased Premises is 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 at any time, and receive a full refund of their deposit.
14. Deposit and Cancellation: At the time Tenant signs this Lease, Tenant shall pay to Landlord a deposit of \$100.00 to be held by Landlord in order to reserve the Leased Premises and may also be retained by Landlord for Tenant's damage to the Leased Premises, nonpayment of rent, abandonment of the Leased Premises or any other purpose allowed by applicable law. The deposit, or the applicable portion thereof, will be returned as provided by law, within sixty (60) days of a Tenant vacating the Leased Premises, provided however that if Tenant decides to cancel this Lease prior to its commencement, Tenant must submit a written notice to Landlord, thirty (30) days prior to vacating the property. If the notice is not submitted prior to this thirty (30) day period, Tenant's deposit of \$100.00 will be forfeited. The \$100 deposit will also be forfeited by Tenant as liquidated damages if a release of Tenant from the Lease is granted, if Tenant withdraws/transfers from UNC, and/or is placed on academic or conduct suspension or expulsion.
15. Possession: Tenant shall be entitled to possession of the Leased Premises on the first day of the term of this Lease, and shall yield possession of the Leased Premises 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 and mailbox. If all keys are not returned to Landlord (as logged on Apartment Inventory) at the termination of this Lease, Tenant shall be charged for each key not returned.
16. Facility Entry: Landlord reserves the right to enter the Leased Premises for inspection and/or maintenance purposes at all reasonable times. The Leased Premises may be entered by Landlord when there is reasonable suspicion to believe a violation of Landlord's policies, rules and regulations (including but not limited to the Handbook or UNC Student Code of Conduct), or state or federal law has occurred. Tenant will not provide access to the Leased Premises to any other person in Tenant's absence unless such other person is designated a Tenant of the Leased Premises.
17. Habitability: Tenant has inspected the Leased Premises and fixtures (or has had the Leased Premises inspected on his or her 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. Any changes that, in Tenant's opinion, affect substantially the habitability of the Leased Premises shall be reported to Landlord in writing within ten days of the date that such change(s) first occurred.
18. Tenant Qualifications for Occupancy: The Leased Premises may not be occupied by more than designed.
19. Notification of Change in Student Status: Tenant is required to notify Landlord in writing of any changes in their status including any sanctions imposed pursuant to the UNC Student Code of Conduct. Tenant will be required to vacate the Leased Premises if Tenant is no longer eligible to reside in UNC residence halls or is otherwise prohibited from entry on UNC property.
20. Privacy: Landlord has the responsibility for supervising access to and/or release of information about its students. Certain information about individual students is fundamental to the educational process and must be recorded. For the purposes of Tenant, a student's name and campus address are considered public information and may be disclosed by UNC in response to inquiries concerning individual students, whether in person, in writing or over the telephone. If a Tenant wishes to restrict access to their directory information, please do the following: a. Tenant may officially request, in person, at the University Registrar's office, that directory information related to them, not be disclosed (refer to University Catalog for specific definition/information regarding directory information). b. Tenant should notify the Landlord when requesting Registrar to ensure privacy regarding release of information. c. If such a request is not made, Tenant's name and campus address are considered public information and may be included in appropriate University directories and publications.

21. Notice: Any notice from Landlord to Tenant shall be either delivered personally, posted on the door of the Leased Premises, mailed to the Tenant of the Leased Premises via either United States mail or electronic mail to tenant's UNC email address. Notices by tenant to landlord must be in writing and delivered by United States mail, postage prepaid, addressed as follows: Housing & Residential Education, Campus Box 38, Greeley, Colorado 80639, or by electronic mail to housing@unco.edu. Such addresses may be changed from time to time, by either party, by providing notice as set forth above. Notice is deemed provided on the date received by the party to whom the notice is delivered.
22. Parking Regulations: Tenants must display a University parking permit or valid University parking pass in order to park in the University parking lots. University Apartments has an "Open" parking policy, which means, "first come first served". All visitors must purchase a daily permit from Parking Services or from a University pay to park machine.
23. Check In/Out Procedure: Tenant is required to formally check into the apartment with a Landlord's designated 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. Permanent keys will not be issued to the Tenant until the check in process is complete. Check Out Procedure: Tenant must secure an appointment to check out of an apartment by arranging an appointment with Landlord's designated representative at least five (5) days in advance of departure. Appointments can be made through the Arlington Park Apartments front desk during regular business hours. Their phone number is 970-351-4888.
24. Defaults: Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within three (3) days (or any other obligation within five (5) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations to Landlord under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether such sums or charges are designated as "additional rent".
25. Cumulative Rights: The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
26. 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 Tenant's occupancy of the Leased Premises or 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 or other structures (regardless of Landlord's knowledge of such changes or modifications. Tenant will be financially responsible to Landlord in the event a third party is injured by Tenant's acts or omissions.
27. 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 Leased Premises 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.
28. Eviction: Landlord may terminate this Lease, with a three (3) day written notice to Tenant, based on any of the following grounds, including: a. Eligibility: If Tenant is no longer eligible to reside in the Leased Premises as described in this Lease, the Handbook and/or Student Code of Conduct. b. Rule/Statute/Ordinance Violations (Code of Conduct): If Tenant contributes to disruption of the living environment by interfering with quiet enjoyment by the occupants or violates applicable UNC policies, rules and regulations or any applicable statutes or ordinances. c. Lease Violations: Tenant has violated any provision of this Lease. 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.
29. Termination of Lease: Tenant agrees to give written thirty (30) day notice of Intent to Non-Renew to the Landlord when: a. Tenant intends to move from a facility b. Tenant is no longer intending to be a student and/or employee at UNC (including graduation from UNC) c. Should Tenant abandon the Leased Premises without thirty (30) day notice, Tenant will be charged rent for thirty (30) days from the date of notice d. Failure to Give Notice: Failure to give written thirty (30) day notice to vacate will result in a loss of priority to renew or extend lease.
30. 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.
31. 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.
32. Governing Law/Venue: This Lease shall be construed in accordance with the laws of the State of Colorado. Venue shall be in the courts of Weld County, Colorado.
33. 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.