TERM: The Contract term will begin on the move-in date of the tenant. Earlier termination may occur per the 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: Land-lord 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 Hand-book 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 18-3-612.5, 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 of the Leased Premises is 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 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 Landlords 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 of intent 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.