

Housing & Residential Education

Arlington Park Apartments 12 Month Lease Agreement Terms and Conditions for the Lease Term (New Residents: August 21, 2024 – July 31, 2025, Renewal Residents August 1, 2024 – July 31, 2025)

This document and those referred to within it constitute the University of Northern Colorado Housing & Residential Education lease for Arlington Park. The housing services described are being offered under the terms and conditions stated herein. Premises: University, in consideration of the payments made by Applicant/Resident as provided in this Lease (also referred to herein as "Lease"), leases to the Resident, the Leased Premises located at 2315 Ninth Avenue, Greeley, CO 80631.

- 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 ("University") and Applicant ("Resident").
- 2. <u>Term:</u> The Lease term will commence August 21, 2024 for new residents and August 1, 2024 for renewal residents and terminate on July 31, 2025. The lease agreement, from the above dates, binds the Resident for the full term.
- 3. <u>Leased Premises:</u> University, in consideration of the Lease rental payments provided in this Lease, leases to Resident the Leased Premises, located at 2315 9th Avenue, Greeley, CO 80631, hereinafter referred to as the "Leased Premises".
- 4. <u>No Insurance Provided by University:</u> As University does not provide any insurance coverage for personal property that Resident may have at the Leased Premises, IT IS RECOMMENDED THAT RESIDENT PURCHASE PERSONAL PROPERTY INSURANCE COVERAGE.
- 5. <u>University's Policies, Rules and Regulations:</u> University 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") and Student Code of Conduct. Resident agrees that University may revise such Handbook without notice or consent of Resident. Resident agrees to abide by such Handbook. Resident and their invited guests/visitors are required to comply with all provisions of the Handbook.
- 6. <u>Conviction of Certain Criminal Offenses:</u> If Resident or any eligible occupant has ever been convicted of a sexual offense that requires registration pursuant to CRS 18-3-412.5, Resident must inform the Department of Housing & Residential Education in writing at or prior to the time of filling an application for housing pursuant to this Lease prior to application.
- 7. <u>Lease Rate:</u> Resident shall be billed (to their student account) in three installments: Fall semester (Aug-Dec. rent); Spring semester (Jan.-May rent); Summer (June & July rent). Bill due dates follow the University payment rules. Resident payment options: a. Resident can pay the semesters rent in full at the time of billing. b. Resident can sign up for "Bear Pay" with the UNC Cashier's Office. The rates stated in the latest edition of the rates page are applicable to the Leased Premises and are inclusive of all Resident fees that provide social, cultural, and

educational services. All rent payments shall be made to UNC at the Cashier's Office, or on URSA on the UNC website. a. Monthly Service Charge on Unpaid Rent: Services charges will be assessed consistent with University's accounting policy (University Accounting Office). b. Rent Change and Modifications: Rates may be changed subject to the approval of University's Board of Trustees. c. Failure to Pay: Failure to make payment of rent or other charges, may result in termination of this Lease by University unless University provides a 3-day notice of eviction to Resident. d. Insufficient Funds: Consistent with University's policies, Resident shall be charged \$20.00 for each "insufficient funds" check that is returned to University for lack of sufficient funds. e. Early Check-In: If new Residents are requesting to occupy the apartment earlier than stated check-in date (permitting apartment is available and ready for occupancy), Residents will be charged an additional \$55.00 per day. F. If you are living on campus for the summer term, it is important that you understand that your fall financial aid CANNOT pay your summer balances. Any summer balance from classes or housing will have to be paid before fall classes start or your fall classes will be dropped. Summer financial aid is limited, so if you are not sure if you will receive summer aid or how much please contact the Financial Aid office at 970-351-4UNC, option 1. 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 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 fees, if any, that may be due. Electronic bills will be sent monthly to the student's bear mail account as well as any authorized users' emails that the student sets up. Payment is due at the Cashier's Office on or before the payment due dates shown on the eBill.

- 8. Animals and Pets: Pets and other animals are prohibited in the residence halls or Arlington Park Apartments except as approved by or registered with the University's Disability Resource Centers as Service Animals or Emotional Support Animals, or by specific written agreement through the Pet Friendly Residential Connection. Further details regarding allowed pets and animals requiring approval may be found in the Housing & Residential Education Handbook. Unapproved pets and animals will result in an automatic charge of \$250 plus the amount required to repair any damage and/or for cleaning charges. All charges will be billed to the student's account.
- 9. <u>Smoking:</u> Smoking is not permitted on campus or university grounds. This includes, but is not limited to, marijuana, cigarettes, e-cigarettes, smoking pipe, vape pens, hookahs, chewing tobacco, and other products containing marijuana, tobacco or tobacco derivatives.
- 10. <u>Subletting:</u> This lease permits the Resident, and only the Resident, to be able to assign the Residents rights under this Lease to another person if the University gives written consent, but the giving of the University's consent is at the University's sole discretion. The person taking over the Resident's lease must be a currently enrolled UNC student not committed to other UNC housing. The University is not responsible for finding a person to whom the Resident can assign the Lease and we are not obligated to assist the Resident in a finding a potential assignee or to fill the Resident's space before filling other spaces in the community.
- 11. <u>Health and Safety:</u> In addition to University's policies, rules and regulations, Resident agrees to obey all city, state and federal laws relating to the use and care of the Leased Premises.
- 12. <u>Alterations:</u> Resident shall make no alterations, including but not limited to: paint, wallpaper, contact paper, bidets, lock changes, antenna, satellite dishes, fences or remodeling of any sort without the express written consent of the University.
- 13. <u>Abandoned Property:</u> Personal property left behind by Resident following check-out and/or Lease termination is considered abandoned. Resident shall be charged for any costs incurred by University 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 Resident via their university bill.
- 14. <u>Utilities and Services:</u> Resident shall be responsible for the following utilities and services in connection with the Premises: electricity, water, sewer, trash. The utilities will be billed at a standard rate based on apartment style and number of spaces occupied. The University will be responsible for the following utilities with the Premises: extended cable, laundry and internet. Resident shall be billed (to their student account) in three installments: Fall semester (Aug-Dec.); Spring semester (Jan.-May); Summer (June & July). Bill due dates follow the University payment rules.
- 15. Waiting List: In the event that the leased premises is not immediately available at the time of executing this Lease, Resident will be placed on a waiting list. While on the waiting list, Resident may cancel this Lease, in writing, at any time, and receive a full refund of their deposit. Priorities for apartment assignments are determined by space availability. UNC may not be able to honor all requests for apartment assignment, roommate choice or residential learning community. Residents on the waiting list as of August 1 must recommit to remain on the waiting list in writing to Housing & Residential Education via email. 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.
- 16. Deposit and Cancellation: At the time of the signing of this Lease, Resident shall pay to University a housing deposit to be held and disbursed for Resident'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 Resident vacating the Leased Premises. If Resident decides to cancel this Lease prior to the commencement of this Lease, Resident must submit a written notice to University, thirty (30) days prior to the start of the Lease term (New Residents August 16, 2024, Renewal Residents August 1, 2024). If the notice is not submitted prior to the thirty (30) day requirement, Resident's deposit will be forfeited. Resident will forfeit the deposit under the following circumstances: University grants a Lease release to Resident, withdrawal/transfer of Resident from the University, and academic suspension of Resident. In order to receive a refund of the deposit if the Resident graduates they must submit documentation to Housing and Residential Education for approval. If a Resident participates in a University-sponsored internship, student teaching or exchange program that requires living away from Greeley, the Resident will receive a refund upon approval of a Petition for Release.
- 17. <u>Possession:</u> Resident shall be entitled to possession on the first day of the term of this Lease and shall yield possession to University on the last day of the term of this Lease, in the same condition it was Leased to Resident, normal wear and tear excepted, unless otherwise agreed by both parties in writing. Resident will be given keys to the Leased Premises and mailbox. If all keys are not returned to the University (as logged on room Inventory) at the termination of this Lease, Resident shall be charged for each key and temporary access card not returned. During the Leased term, 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.
- 18. <u>Apartment Entry:</u> University reserves the right to enter any apartment for inspection and/or maintenance purposes at all reasonable times. An apartment 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 University believes that imminent danger to life, safety, health or property may exist. Access to apartments will not be granted to friends, relatives, or other students unless they are designated as a Resident of the apartment identified in this Lease. University shall have the responsibility to maintain the

- Leased Premises in good repair at all times. University reserves the right to assign a roommate to an unassigned bedroom at any given time during the Leased term.
- 19. <u>Habitability:</u> Resident 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 Resident's opinion, the habitability and rental value of the Leased Premises are adversely affected, Resident shall promptly (within ten days) provide notice to University.
- 20. Resident Qualifications for Occupancy: Resident must be a returning UNC student or transfer student. Resident must not be a new first year/first time student. Resident must be enrolled for and attend 6 or more credit hours undergraduate/5 credit hours graduate in the first semester of occupancy and every semester thereafter. Exceptions include: i. Resident must be enrolled Spring Semester for the credit hours required above and registered for Fall Semester for the credit hours required above and not be required to be a student in the summer session. Fall semester pre-registration must be completed no later than one week prior to the end of Spring Semester. ii. Resident 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. Individual UNC-Residents are eligible to lease full apartment units (for additional rate) without adding additional occupants, provided there is available space. a. Residents assigned to one bed within an apartment unit (who have not contracted the full apartment unit) may not add additional non-UNC affiliated occupants.
- 21. Non-UNC Affiliated Occupants: The Leased Premises must be maintained in compliance with applicable City of Greeley Housing Occupancy Standards and University of Northern Colorado Housing and Residential Education Occupancy Standards. a. Residents are required to lease full apartment units (for additional rate) if Resident is adding additional non-UNC affiliated occupants to their lease. Residents may not collect payment (in any form) for use of the premises. i. All non-UNC affiliated occupants who are 18 years old or older are required to disclose any judicial or administrative action brought against them for injury to person or property and successfully pass a background check according to UNC standards. UNC Housing and Residential Education has the right to terminate lease with Resident if additional occupants do not successfully pass a background check. ii. Resident is responsible for behavior of all non-UNC affiliated occupants. Failure of non-UNC occupants to act in compliance with applicable City of Greeley Housing Occupancy Standards and University of Northern Colorado Housing and Residential Education Occupancy Standards may subject Resident to termination of lease. Upon termination of lease with Resident, non-UNC occupant(s) are required to terminate access and vacate premises. iii. Residents may add additional furnishings for additional occupants if permitted by City of Greeley fire code and UNC and HRE Policies and safety standards. University furnishings may be removed by Resident or non-UNC affiliated occupants and stored at an off-campus location at the expense of the Resident. Furnishings will not be removed by UNC HRE from the apartment or stored nor will additional UNC furniture be added for additional occupants beyond what is provided.
- 22. <u>Measles Immunization</u>: 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.
- 23. <u>Graduation and/or Coursework Completion:</u> Graduating Residents and any Resident not enrolled in an academic course with the University must vacate no later than December 31st for Fall semester and July 31st for Spring semester. Residents moving out before this time period are still responsible for financial installments in full.
- 24. <u>Notification of Change in Resident Student Status:</u> Resident is required to notify University, in writing, should there be any changes in student status. Resident will be required to vacate the Leased Premises within forty eight (48) hours should Resident no longer be eligible to live in the apartment.
- 25. Privacy: University 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 and Resident, 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 Resident wishes to restrict access to their directory information, please do the following: a. Resident 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. Resident should notify Housing & Residential Education when requesting Registrar to ensure privacy regarding release of information. If such a request is not made, Resident's name and campus address are considered public information and may be included in appropriate University directories and publications.
- 26. <u>Information Sharing:</u> In certain circumstances, it may be necessary for Housing & Residential Education 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, the your student email address, Bear number, and your parent(s)' first and last name, parent(s)' mobile phone number, and parent(s)' email address. If you do not want your information shared, you must 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, other than communications with University administrators involving conduct matters or behavioral intervention if the University believes that the resident poses a risk of harm to themselves or others.
- 27. Notice: Notices by University under this Lease shall be either delivered personally, or placed under the front door of the apartment, or mailed to the Resident of the Leased Premises, or E-Mailed to the UNC e-mail address of the Resident and is considered sufficient notice as required by law. Notices by Resident 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.
- 28. <u>Parking Regulations:</u> Residents must display a University Parking Permit in order to park in the Arlington Park parking lots. Arlington Park has an "Open" parking policy, which means, "first come first served". All visitors must purchase a daily permit from Parking Services.
- 29. <u>Check-In and Check-Out:</u> Resident is required to formally check into the apartment with a designated University staff member. An inventory form must be completed and returned to University'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. Each student 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 Inventory Form 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. When vacating the assigned room, the resident must check out with the staff. The Room 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, normal wear and tear excepted. The resident will be responsible for any cleaning charges if personal items or trash is not removed at check-out as described in the immediately preceding sentence. Maintenance or repair required to return the premises to the same condition as it was at movein will be performed by University personnel and will be billed to the student. Failure to check-in or check-out will not release the student from these requirements or any other provision of these Terms & Conditions. Where two or more eligible occupants 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 eligible occupant 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.

- 30. 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 their current assigned space. In the event that the Resident has been assigned to a [Leased Premises/residence hall room/apartment] I that has been modified to be in compliance with the Americans with Disabilities Act (ADA) and the [Resident/Resident/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), Resident understands and agrees that the [University/HRE] may at any time, in its discretion (if another Resident/Resident/Resident] has been approved for ADA accommodations), move the Resident to a substantially equivalent [Leased Premises/residence hall room/apartment] at the rental rate of the original [Leased Premises/residence hall room/apartment]. In such event, [University/HRE] shall provide five (5) days' notice to Resident of the move of the Resident to a substantially equivalent [Leased Premises/residence hall room/apartment]. Such notice will be delivered to Resident by one or more of the following methods: (a) personal delivery, (b) putting the notice under the front door of the [Leased Premises/residence hall room/apartment], (c) sending the notice by U.S. mail or (d) sending the notice by UNC electronic mail.
- 31. <u>Room Changes:</u> 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.
- 32. <u>Defaults:</u> Resident shall be in default of this Lease if Resident fails to fulfill any Lease obligation or term by which Resident is bound. Subject to any governing provisions of law to the contrary, if Resident 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 University to Resident, University may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing University's rights to damages. In the alternative, University

- may elect to cure any default and the cost of such action shall be added to Resident's financial obligations to University under this Lease. Resident shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by University by reason of Resident's defaults. All sums of money or charges required to be paid by Resident under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".
- 33. <u>Cumulative Rights:</u> The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
- 34. <u>Liability:</u> University, its officers, employees, agents and representatives, are not liable for any personal property of Resident that may be lost, stolen or damaged in any way, anywhere on the Leased Premises, including any storage facilities. Resident agrees to save, hold harmless, and indemnify University, its Trustees, officers, employees and agents, from any claims or damages substantiated by Resident or other parties as a result of the acts or omissions of Resident relating to any changes or modifications made by Resident or Resident'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. Resident will be financially responsible to University in the event a third party is injured by Resident's acts or omissions, claims the University is liable for damages. University is not liable for claims for damages whether University knew of changes or not.
- 35. Destruction or Condemnation of Premises: If the Leased Premises are partially destroyed in a manner that prevents Resident'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, University 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 University is prevented from repairing the damage by forces beyond University's control or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by University to the Resident. If the Leased Premises are damaged or destroyed and such damage or destruction has not been caused by the Resident, Resident shall have the right to vacate as may be provided by law.
- 36. Termination of Lease by University: University may terminate this Lease, with a three (3) day written notice to Resident, based on any of the following grounds, including: a. Eligibility: Eligibility (as defined in Section 22, above) of Resident has changed such that the Resident is no longer eligible to reside at the Leased Premises. b. Rule Violations (Code of Conduct): If Resident contributes to disruption of the living environment by interfering with quiet enjoyment by the occupants or violates the rules and regulations relating to Arlington Park Apartments (see Housing & Residential Education Handbook) 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: Resident has violated any provision of this Lease and/or rules established by the University 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 University with three (3) day notice of eviction. e. Eviction Appeals: Resident has three (3) days to appeal a Lease termination to University'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.
- 37. <u>Suspension of University Obligations:</u> 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. If the resident vacates the premises of their own volition when they have not been required to do so by the University, the University may, in its discretion, not credit or refund any portion of the resident's payments under the housing contract.

- 38. <u>Termination Upon Sale of Premises:</u> University may terminate this Lease upon thirty (30) days written notice to Resident should University no longer be the owner of the Leased Premises.
- 39. <u>Severability</u>: 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.
- 40. <u>Governing Law:</u> 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.
- 41. <u>Contract Authority:</u> If the Resident 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.
- 42. 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 Resident 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.
- 43. Resident Responsibilities: The Resident agrees to observe all applicable 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 statues of the State of Colorado and the United States. department of Housing & Residential education, Campus Box 38, University of Northern Colorado, Greeley, Colorado 80639-0073, Phone: 970-351-2721, Fax: 970-351-1950. E-mail: housing@unco.edu.
- 44. 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 above, any deposit or room and board charges paid by the resident are forfeited and will not be refunded, and the resident continues to be responsible for any additional amount billed.

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