



UNIVERSITY OF
NORTHERN COLORADO

Housing & Residential Education

Contract Terms & Conditions for Academic Year 2021-2022

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, university owned houses, and dining services (collectively "Terms & Conditions").

The housing contract is for the entire academic year excluding Summer Session (August 19, 2021-May 7, 2022) and excluding Winter and Spring break, with the exception of those students who reside in Harrison Hall, Lawrenson Hall, or the university owned houses whose residents are allowed to stay in those respective residence spaces during Winter and 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 per semester and/or enrolled in the Aims2UNC program. First year students are not eligible to live in the university owned houses.
2. **First-Year Students Live-in Requirement:** Except as described in the sentence immediately below, all newly admitted students must live in UNC's housing system through the completion of the first academic year of their attendance. Newly admitted students who are exempt from this residence requirement are: A) Married students (an original certificate of marriage must be submitted to the Department of Housing & Residential Education,) B) Students living with their parent(s) or legal guardian in the Local Area (as defined below), C) Students with 20 or more college credit hours earned after high school graduation (or equivalent), or D) Students who are at least 21 years of age. ("Local Area" is defined by reference to residence within the following school districts: 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 count toward the 20 college credit hours referenced above.
3. **Meal Plan Requirements:** First-year students who are younger than 21 years of age and/or have earned fewer than 20 semester hours earned after high school graduation (or equivalent) can choose from three (3) On Campus Meal Plans: Any Meal/Any Time, 19 Meals Per Week, or 14 Meals Per Week. All Freshmen On Campus Meal Plans come with Bonus Meals and Dining Dollars automatically. Upperclassmen (those students who are at least 21 years of age or have 20 or more college credit hours earned after high school graduation (or equivalent)) can choose from three (3) additional On Campus Meal Plans: 10 Meals Per Week Meal Plan (includes Bonus Meals and Dining Dollars), 10 Meals Per Week (does not include Bonus Meals or Dining Dollars), or 5 Meals Per Week. Students can change their meal plan each semester on or before 5:00pm on the University published Drop Deadline (10th day of classes). If a student's 21st birthday

occurs 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 UNC Dining Services at any time. Dining room services may not be provided during Thanksgiving, Winter, or Spring Break periods. The first meal served is dinner the Thursday prior to the first day of classes. The last meal will be lunch on the last day of examinations stated on the University calendar. On Campus Meal Plans are not transferable. Disciplinary action will be taken, and charges will be levied against students who have allowed other persons to use their meal card. A charge may be assessed for Meal Plan changes, cancellations, and lost identification cards. Students may enter the dining rooms only with their student I.D. cards and no other forms of identification will be accepted.
5. Contract Terms: As described above, the term of the housing contract is binding on the student for the entire academic year. The term begins on "move-in day" (August 19, 2021) and ends on the final day of the Spring semester. If the dates of the academic year are revised by the University, those revised dates will apply and will not alter the binding nature of or the student's financial obligation, under the housing contract.
6. Cancellation Policy: If prior to the beginning date of the housing contract term, the applicant decides to cancel in accordance with Paragraph 2, above, written notice of cancellation 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. Fifty (50) dollars of the housing deposit will be refunded if written 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. For students who contract with HRE after May 31 (for Fall Semester) and December 31 (for Spring Semester), written notice of cancellation must be postmarked and mailed to the Department of Housing & Residential Education no later than five (5) working days after the contract date in order for the \$100 deposit to be refunded. All refunds will be disbursed to the student's university account. THE FULL AMOUNT OF THE DEPOSIT SHALL BE FORFEITED BY ANY STUDENT WHO FAILS TO PROVIDE WRITTEN NOTICE OF CANCELLATION BY THE APPLICABLE DEADLINE DESCRIBED ABOVE.
7. Assignment Policy: Residence Hall room assignments are based upon the date of receipt of the student's completed contract subject to space availability within the student's choice of residence hall and are prioritized 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 for any reason including isolation or quarantine for medical reasons. As permanent accommodations become available, temporarily assigned residents will be required to move to permanent accommodations as offered by the University. Approved room/bedroom 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, marijuana, cigarettes, e-cigarettes, smoking pipe, vape pens, hookahs, chewing tobacco, and other products containing marijuana, tobacco or tobacco derivatives.
9. Animals and Pets: Pets and other animals are prohibited in residence halls 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 Learning Community. 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.

10. Check-in and Check-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. 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 move-in 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.
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 for the first ten days of classes each semester. When the resident fails to check-in at the assigned residence hall, they will be assigned to an alternate bed space until their University withdrawal or non-registered status is confirmed.
12. Resident Responsibilities: The resident must observe all rules and regulations of UNC, including but not limited to the Student Code of Conduct (BEAR Code) and those of its Department of Housing & Residential Education (including but not limited to these Terms & Conditions and the Housing & Residential Education Handbook) and the applicable statutes of the State of Colorado and the United States, which are incorporated by reference into this document. If a resident has been convicted of a sexual offense that requires registration pursuant to CRS 18-3-412.5, the resident must inform the Department of Housing & Residential Education in writing and receive approval to reside on campus.
13. Measles Immunization: Colorado law requires all college or university students to present to the Student Health Center a certificate of immunization from a licensed physician showing immunization for 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. Room Rates: The room rates are set by UNC each year and establish the Housing & Dining rates for the following academic year. These rates are subject to change prior to hall opening.
15. 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 exams are completed or upon withdrawal, suspension or expulsion as a student, whichever occurs

earlier. Graduating seniors may make special arrangements for residence hall check-out with their respective Neighborhood Coordinators. Residents may not occupy their rooms during winter and spring breaks without prior permission from Housing & Residential Education and will be reassigned to a temporary break location. Residents staying during break periods will be assessed an additional fee for housing.

16. 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. 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 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 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 the Disability Resource Center Resident understands and agrees that the [Landlord/Landlord/HRE] may at any time, in its discretion (if another Resident has been approved for ADA accommodations), move the 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, HRE shall provide five (5) days' notice to Resident of the move of the Resident to a substantially equivalent [Contracted Premises/Leased Premises/house room]. 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 [Contracted Premises/Leased Premises/house room], (c) sending the notice by U.S. mail or (d) sending the notice by electronic mail.
17. Room Changes: A student resident may change rooms and/or bedrooms only with a written authorization from their Neighborhood Coordinator. Unauthorized room changes or failure to move out of a room when required may result in additional charges as determined by the University.
18. Single Rooms: A student resident may request a single room on a first-come, first-served basis based on availability. The University reserves the right to assign a student to a single room 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 UNC's Disability Resource Center, as housing accommodations are not charged a supplemental single-room premium or room buyout charge solely because of the need for the accommodation.
19. 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 and hall 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 or their designee.

20. 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 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.
21. Refund and Forfeiture Policies: The \$100 deposit will be credited to the student bill within 30 days of the contract 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 they withdraw/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.
22. Liability/Indemnification: 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 to either person or property by the resident and/or any 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. IT IS RECOMMENDED THAT THE RESIDENT PURCHASE PERSONAL PROPERTY INSURANCE COVERAGE.
23. 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, to any extent, by the resident because of their actions or failure to act. 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 is fully responsible for the condition and safekeeping of the furniture. The resident agrees to ensure that the furniture, walls and doors are not damaged when items are being removed and/or returned.
24. Destruction or Condemnation of Premises: If the contracted premises are partially destroyed in a manner that prevents the resident's use of the 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, UNC shall repair the premises and contract 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 UNC is prevented from repairing the damage by forces beyond UNC's control or if the property is condemned, the

housing contract shall terminate upon twenty (20) days written notice of such event or condition by UNC to the resident. If the premises are damaged or destroyed and such damage or destruction has not been caused by the resident, they shall have the right to vacate as may be provided by law.

25. Information Sharing: In certain circumstances, it may be necessary for Housing & Residential Education to communicate with other University departments about the resident in connection with their occupancy in University housing. These communications may include: the resident's first and last name, the resident's student email address, Bear number, and their parent(s)' first and last name, parent(s)' cell phone number, and parent(s)' email address. If the resident does not want their information shared, the resident 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.
26. Lock Changes/Lost Keys/Access Card: Lost room keys or access cards will result in a resident's lock being changed. Cost of lock changes, key and card replacements will be charged to the resident's University account.
27. 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 their housing contract and/or any policies, rules or regulations (i) referred to in these Terms & Conditions, (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 (BEAR Code), (c) the resident is suspended, including interim suspension, or expelled from the University, (d) the resident has any unpaid charges from a previous Housing & Residential Education contract, and/or (e) the resident is determined by the University to pose an imminent risk of harm to themselves 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.
28. Suspension of University Obligations: The obligations of the University under the housing 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 these Terms & Conditions 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.
29. Contract Changes: Residents may not make changes in the terms and conditions of their housing contract or these Terms & Condition without a written amendment describing the change(s) and signed by the resident and an authorized representative of the University.

30. Contract Authority: If the resident is under the age of 18, their parents or legal guardians shall be required to sign and be a party to the housing contract as evidence of acceptance of all contractual responsibilities including those described in these Terms & Conditions.