

The parties to this contract are the Regents of the University of Colorado, a body corporate, and Student as defined below.

In this contract, the subsequent terms carry the following meanings:

"Apartment Style Hall" means Weber Hal

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_____. This contract forms the exclusive agreement between the University and Student for housing and/or dining services at CU Boulder for the Summer 2024 academic semester. To the extent Student previously had a contract for this period, this contract supersedes the prior contract in its entirety.

- a. University-Initiated Changes. University reserves the right to make changes to Student assignments at any time, for any length of time, and to any location as it determines reasonably appropriate.

- b. Types of University-Initiated Changes. University may make changes to Student's assignment including reassignment to a new room, floor, building, neighborhood, or off-campus facility operated by a third-party contractor who has an agreement with University. University may assign Student one or more new roommates if a vacancy occurs in a multi-occupant room. University may assign a Student to a location determined appropriate by University for any other reason, including, but not limited to the following reasons: construction, renovation, facility maintenance activities; pest control; roommate conflicts; health, safety, and/or security concerns, including

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required for Residence Halls during Maymester. If University offers any dining service or meal plan options during Maymester, these will be addressed in subsequent communication and could

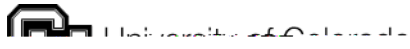
are posted on the [Rates and Contracts](#) page. Optional block meal plans may also be available for purchase.

Students who receive an assignment are assessed the full Room Rate regardless of the date they check into or out of Student Housing. If Student notifies [University](#) of an earlier check-out and follows proper check-out procedures, they will be refunded remaining charges for dates after the official check-out. Improper check-out may lead to full session charges.

f. Payment of Rates. Applicable Rates will post to Student's tuition and fee account with the University Bursar. Student will be required to pay such amounts by the [due dates](#) that the Bursar establishes.

g. Responsibility and Enforcement. The Student accepts full responsibility to pay all applicable financial responsibilities under this contract by the scheduled due date. If Student fails to meet the financial responsibilities and has not made arrangements acceptable to University to bring Student's account current, University may place Student's name in the University debt file, resulting in a block on future registration for classes or the release of academic transcripts. University may refer a delinquent account to an outside agency for collection. If the Student account is referred to an outside agency, the delinquency may be reported to national credit bureaus and Student may be responsible for collection costs and reasonable attorney's fees, to the extent authorized by the laws of the State of Colorado. In addition, under Colorado law, University may certify to the Colorado Department of Revenue information about the Student, including name, social security number, the amount of the debt and any other identifying information. The Department of Revenue may then disburse funds to CU Boulder in satisfaction of that debt from any tax refund amounts owed to Student.

h. Mode of Educational Instruction. Student understands and agrees that Student's financial responsibilities under this contract are not affected by the mode through which CU Boulder offers any educational instruction, for example remote, in-person, or hybrid. Except as provided in the termination provisions of this contract, University is not required to relieve Student from any financial responsibilities under this contract, even if course modality changes or other circump G even



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but not limited to food, clothing, jewelry, furnishings, and other Student personal property. Student is expected to carry their own personal property insurance. University assumes no responsibility for any theft, destruction, or loss of money, valuables, or other personal property belonging to the Student.

h. University Property. Student must use CU Boulder property, including the building, common spaces, rooms, and furnishings in the manner for which they were designed. No CU Boulder property, including room and lounge furnishings, may be moved within the building, or taken from the building without University's prior written authorization. Students may not use their space in Student Housing, or other CU Boulder property or University provided technology for commercial activities.

i. Property Cleaning, Damage or Destruction. Student is prohibited from damaging or destroying CU Boulder property. If University determines that Student has intentionally, willfully, or negligently damaged or destroyed CU Boulder property, it shall assess Student the costs for non-routine cleaning, to repair damage, or to replace CU Boulder property. Any charges are the personal responsibility of each of the Students assigned to the room. Individual or joint responsibility is determined by the University in its sole discretion. University will first apply the deposit required under this contract to cover such charges. Student will be responsible for paying any remaining charges.

j. Cleaning Responsibility by University and Students. University provides cleaning service for common areas within the building. For health and safety risk mitigation of infectious disease including but not limited to COVID-19, University has increased the frequency of cleaning of common areas in addition to implementing additional safety measures. Students are responsible for maintaining assigned living spaces and adjacent areas within the room, including kitchens and/or private or semi-private bathrooms, in a clean and orderly condition.

should turn on Wi-Fi calling on their cellular phone prior to Occupancy to help prevent any service reception disruptions, especially in the event of an emergency. Unless requested by Student, University does not provide landline telephone services in Student Housing.

n. Reserved Right of Entry. University reserves the right to enter and inspect Student Housing at any time with or without notice when it is deemed necessary to ensure the safety of residents, to protect and maintain CU Boulder property (including University information and communication technology resources), to maintain environmental health and safety, and/or to facilitate the maintenance of discipline and promote an educational atmosphere. In addition, authorized personnel of University are permitted to enter the premises at reasonable hours and in a reasonable manner for the purpose of facility inspection, maintenance, project upgrades and repairs. University may remove from Student Housing any prohibited items seen by University staff or items that pose a health or safety threat and/or are illegal.

a. University Insurance. The University is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. The University shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the University's liabilities under the Act.

b. University Actions and Governmental Immunity. The University shall be responsible only for the negligent acts and negligent omissions of its officers, agents, employees, and representatives with respect to Student Housing. Notwithstanding anything in the Agreement to the contrary, however, the parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees are controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, . Any provision of this contract, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the University and the State of Colorado to the Act.

- a. University-Initiated Termination for Student Conduct. University reserves the right to terminate this contract for student conduct:

Failure to Comply with Contract. With no less than 7 days prior notice, University may terminate or suspend this contract in whole or in part (for example, dining services) for Student's failure to meet the requirements of this contract, including, but not limited to any failure to meet the financial responsibilities, the compliance and use responsibilities, or the eligibility and qualification requirements.

Student Property Exclusion. If Student Conduct and Conflict Resolution (SCCR) and/or the Office of Institutional Equity and Compliance (OIEC) has issued notice that Student is excluded from University property that includes Student Housing, that exclusion automatically terminates this contract without any required further notice from University. In such event, Student must comply with the exclusion as directed. After the housing exclusion has been lifted, Student may request to move back into Student Housing if Student is otherwise qualified and space is available at the time of such request. If reinstated, Student will be required to execute a new contract for Student Housing. In the event the exclusion is interim, Student may request [University](#) not automatically terminate this contract and the student may also be eligible for First-Year release.

Student Disruption or Threat to Health or Safety. University may immediately terminate or suspend this contract if University determines that conduct by Student poses a material and substantial disruption to Student Housing activities or Student constitutes an imminent threat to the health or safety of othercally termi

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responsibilities incurred from the first day of the Available Period of Occupancy through the date of checkout.

The \$50 application charge will not be refunded.

The \$250 deposit will be applied to any charges owed to CU Boulder and any remainder will be refunded.

c. Without Cause. University may terminate this contract before Student's Occupancy for any reason with 14 days prior notice, to the extent feasible, to the Student. If University terminates without cause before Occupancy, it will refund to Student the application fee, deposit, and any Rates paid by Student.

The following provisions apply after the term of this contract has expired or after the contract has been terminated.



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- a. Notice to the Student. All notices to Student shall be made by sending an email to Student's University issued email address, i.e. colorado.edu account. For students new to the University who do not yet have a University email address, all University notices to Student shall be made by the University sending an email to the account listed on Student's application for Student Housing until the Student receives a University email address. The date of notice is the date the email is sent by the University to Student.
 - b. Notice to the University. All notices or other communications to the University from Student required by this contract shall be provided in writing to University Housing, Center for Community, S300, 159 UCB, Boulder, CO 80309-0159 or by sending an e-mail to universityhousing@colorado.edu. If mailed, the postmark on the envelope is used as the date of notice. If e-mailed, the date of notice is the date the email is sent by Student to the University.

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- a. Entire Contract. The parties agree that this contract supersedes all prior written or oral agreements. There are no covenants or agreements between the parties except as set forth herein with respect to housing and dining services provided by University. No prior or contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever unless embodied in writing. Accordingly, this contract is an integration of the entire understanding of the parties with respect to the matters set forth herein.
 - b. Amendments. University may revise, update, or otherwise alter any and all terms of this contract at any time after providing prior written notice to the student no later than 14 days before the effective date of such changes.
 - c. No Assignment. Student shall not assign or transfer any rights under this contract to any other party.
 - d. Nondiscrimination. The University does not discriminate on the basis of race, color, national origin, sex, pregnancy, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political party. The University's policy on nondiscrimination is available at <http://www.colorado.edu/ucan>.