Housing Agreement 2012-2013

GENERAL
The purpose of this document is to establish an Agreement between the student and the Regents of the University of Colorado with regard to the terms and conditions of occupancy. The student will be assigned accommodations and is then entitled to use the facilities and services offered in the residence halls or student apartments in accordance with the terms and conditions outlined below, University policies, federal and state laws and policies listed in the Resident Handbook (which the student will receive upon check-in at the their Village), and is listed online at http://www.uccs.edu/~residence. NOTE: This Agreement is for Room and Board in the Residence Hall facilities/room in the Apartment facilities for the academic year listed above. This Agreement is for the applicant named at the end of this agreement only, and may not be assigned to another party. It is agreed and understood that this document is incorporated by reference into the Housing Application.

Agreement Period
This agreement becomes effective upon the students submittal of a housing application and shall remain in effect for the academic year stated above.

ELIGIBILITY
You must be accepted and enrolled as a student at the University and maintain your status as a registered student in order to be eligible to live in the residence halls. If you fail to maintain your status as a registered student, you must notify the Office of Residence Life and Housing in Monarch House. Priority assignment will be given to full-time students unless special permission is given by the University. If the change in your student status occurs after you have checked in to the residence halls, you must notify the Office of Residence Life and Housing via a Petition for Withdraw, you must move out within three days of your change in status unless other arrangements are granted.

You are not eligible to live in owned, operated and/or leased university housing facilities if you have ever been convicted or found guilty of, or adjudicated to have committed, a sex offense in any jurisdiction in the U.S. or any other country or territory. If you are currently or have ever been classified a sex offender pursuant to the laws of the state of Colorado, or similarly classified as a sex offender pursuant to the laws of any other jurisdiction, you are not eligible to live in the residence halls. If, after agreeing to your contract, you are convicted or found guilty of, or adjudicated to have committed a sex offense, or if you are classified as a sex offender or placed under active supervision by any jurisdiction pursuant to a sex offense, you are required to notify the Office of Residence Life and Housing immediately and to vacate the residence halls within 48 hours.

LENGTH OF AGREEMENT
The terms of this Agreement apply to the period selected on the Housing Application. Please note that all agreements that begin in the Fall semester, also include the Spring semester, there are no fall-only agreements. Students graduating at the end of the fall must submit a Petition for Termination (See the Section on Termination of this agreement after occupancy) to cancel their agreement at the end of the fall semester. All housing agreements end by noon of the day after spring final exams have concluded (this includes both Summit and Alpine Village). Student's who contract for summer term may stay in their spring assignment until they are notified that their summer assignment is ready for them to move into.

ASSIGNMENT OF ACCOMMODATIONS
Students currently residing in any Student Residential Facility will have first priority in the assignment process. All other students will be assigned upon the date on which this Agreement, the Application, and deposit are received and the student is admitted to the University. The University reserves the right to make alternative decisions based on the needs of the individual student and/or the University community. Subject to the availability of space, the University will assign accommodations according to the requested preferences on a non-discriminatory basis. However, the University does not guarantee assignment to a particular building, type of accommodation, or with a particular roommate. Roommate requests are granted when space is available, both parties request each other on their applications, and both applications are received on or about the same date. The University reserves the right to assign or
reassign accommodations for the benefit of an individual or living unit. This includes consolidation of single occupants residing in double occupancy rooms. If the behavior of a resident in a double occupancy room causes others to request to move out of that room type, and another roommate cannot be found, the University reserves the right to charge that individual the single occupancy rate.

The University reserves the right to refuse housing to any student who is delinquent in the payment of housing bills, or who exhibits behavior which is incompatible with the maintenance of order and property. The University further reserves the right to terminate or modify the terms of this Agreement when the University learns a resident has been charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents or disrupts the order and property. Modification of the Agreement may include, but is not limited to restricting the student’s access to housing facilities. Additionally, should the student appear to be a danger to himself/herself or others in the opinion of University staff, the University reserves the right to remove immediately the student from any Student Residential Facility until the situation is assessed and a determination made regarding continuation of the Housing Agreement.

DINING SERVICES
There are several meal plans to choose from. All resident students in the Residence Hall facilities are required to have a meal plan. NOTE: Dates of dining are subject to change in the academic calendar. No refund is made for missed meals, and missed meals are not transferable to others. Normally special meal arrangements will not be made. However, special arrangement will be made when feasible for those having documented, irresolvable class or work conflicts during meal serving hours. Meal Plans can be changed through the end of the 2nd week of classes each semester. If a student requests additional Munch Money on their housing application, it will be automatically renewed for the Spring semester unless cancelled by the student.

USE OF FACILITIES
Student rooms and furnishings are to be used in the manner for which they were designed. No University property, including room and lounge furnishings, may be moved within the building or taken from the building. The University respects the need for and right to privacy of each resident. However, the University reserves the right to enter and inspect student rooms at any time when it is deemed necessary to protect and maintain University property, to assure the safety of residents, and/or to facilitate the maintenance of discipline and an educational atmosphere.

COMMERCIAL USE
Use of student rooms or resident hall facilities for commercial purposes, commercial solicitation, or promotion is prohibited, except by written authorization by the University. Students may not operate, advertise, or promote a private business from their rooms or resident hall facilities.

RESPONSIBILITY FOR DAMAGE
The University expects depreciation of the facilities and furnishings through natural usage. However, each student will be charged for damage, or other loss incurred, to the building, furniture and equipment that is a result of carelessness or misconduct. Damage within the student room and/or suite is the joint responsibility of the person assigned to the room and/or suite unless individual responsibility is determined. Students are responsible for public areas. A charge for damage of a public area will be distributed among the residents when it cannot be determined which individuals are responsible for the incident.

UNIVERSITY LIABILITY
The University assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of, the student regardless of cause. This includes losses that occur in the student’s room, storage room, public areas, and other areas of any Student Residential Facility. Students are highly encouraged to carry their own personal property insurance.

STANDARDS OF CONDUCT
All resident students are expected to following the community guidelines set forth in the Student Code of Conduct, as well as in the Residence Life Handbook. The Residence Life Handbook is available at: http://www.uccs.edu/residence/current-resident/policies/resident-handbook.html. The Student Code of Conduct is available at http://www.uccs.edu/dos/student-conduct/student-code-of-conduct.html. All residents will be given a copy of these standards at check in.

WEAPONS/FIREARMS
With regard to any weapons, other than handguns carried in accordance with the Colorado Concealed Carry Act, §18-12-201, et. seq., C.R.S., University Policies, rules and regulations, prohibit weapons and firearms anywhere on property owned or operated by the University.

First Year Experience Village: Summit Village and Sunset Creek-Timberline are First Year Experience Villages. Residents in these villages are predominantly under the age of 21. For students living in these villages, this Agreement is conditioned on the Student’s agreement not to bring any weapon or firearm, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act, §18-12-201, et. seq., C.R.S., into any part of the Residential Hall Facility, including rooms, apartments and common areas. Notwithstanding any other language in this Agreement, the University may terminate this Agreement immediately for violation of this paragraph.

Alpine Village: Students who have in effect a valid permit (“Permit”) issued under the Colorado Concealed Carry Act, § 18-12-201, et seq., C.R.S. agree to maintain the Permit at all times in accordance with the Act. Students living in a two or four bedroom apartment must obtain agreement of their roommates in order for the student to carry concealed and/or store the handgun in the room. The student must provide a copy of the Permit to the Residence Hall Director. If the Permit is revoked, expires, or is not renewed, student shall immediately provide written notice to the Residence Hall Director and agrees to immediately remove the handgun from the premises. Students with a valid Permit agree to comply with the Act in all respects including, but not limited to keeping the handgun concealed at all times. Any time student’s handgun is not being carried on the student’s person in accordance with the Act, the handgun must be i) kept locked in student’s vehicle, ii) kept in a locked room safe provided by the University, or iii) checked in/out through the Department of Public Safety where it is secured by that department. Information regarding Concealed Carry Permit holders is shared with the University Police, who may check the validity of the permit, and other university administrators as needed.

ROOM/BOARD RATES
Current year room and board rates are listed online at http://www.uccs.edu/residence/current-resident/about-housing/about-summit-village.html (Summit and Timberline costs include both room & board) and Alpine http://www.uccs.edu/residence/current-resident/about-housing/about-alpine-village.html Board rates for Alpine are optional and can be found at: http://www.uccs.edu/residence/dining/mealplans.html. Rates for the following year are set at the June Board of Regents meeting, and applicants will be informed of the new rates after that meeting.

ADVANCE PAYMENT
Housing applicants are required to pay a $300.00 deposit, $100.00 of this deposit is a non-refundable application fee, and the remaining $200.00 will be held as a security deposit against damages while the student remains in any Student Residential Facility. Applicants must pay the $300.00 fee/deposit at the time that they return this agreement and application. Deposit checks should be made payable to the University of Colorado at Colorado Springs.

PAYMENT OF CHARGES
The student agrees to pay all room and board fees and other properly billed charges at the time scheduled to the University. Failure to pay will result in the student’s name being placed in the University’s debt file. This will prohibit further enrollment, issuance of transcripts, and cause the student to be withdrawn from the University.

TERMINATION BY THE STUDENT—PRE-OCCUPANCY
Students wishing to terminate their housing agreement may submit their cancellation online at http://www.uccs.edu/~residence/. Termination of this agreement prior to occupancy will result in a refund of the deposit, less the application fee, as follows:
1) For cancellations received prior to May 31st (December 1st for Spring) students will receive a full refund.
2) For cancellations received after May 31st (December 1st for Spring) there will be no refund, even if the application is received after this date.

Student rooms will be held until eight o’clock am of the first day of classes. If the student has not checked in by this time, the room will be released and made available to students on the wait-list, unless the student has notified the Residence Life Office that they will be checking in at a later date. In no cases will student rooms be held for more than one week from the first day of classes. If the student fails to notify the Office of Residence Life and Housing before the first day of classes that they are not moving into their
assigned room, they will be responsible for two weeks worth of housing charges for their assigned room type.

**TERMINATION BY THE STUDENT AFTER OCCUPANCY**

This agreement is binding for the academic year and can be terminated after occupancy only under certain conditions. Under all circumstances, the deposit will be forfeited. In order to request a partial refund of housing fees, the official Petition for Termination of Agreement must be completed. Approval or non-approval of this Petition is contingent upon meeting the criteria set forth in the Petition. Petitions can be submitted for financial or medical reasons only. A student whose Petition is denied shall be obligated for the full amount of the Agreement. Suspension or expulsion from any Student Residential Facility and/or University that is a result of a judicial sanction by the University is not considered a valid reason for terminating the housing agreement, and the student will be liable for the remaining balance owed for the academic year.

A student whose Petition is approved must officially check out in accordance with the checkout procedures described in the Resident Handbook. Charges will continue until the student completes this official check out process. Final charges will be reflected on the student's account with the University. If the student checks out prior to having their petition approved, the student is responsible for charges that occur from the time of check out until the petition has been approved.

In cases of withdrawal, it is always the student’s responsibility to directly notify the Residence Life Office that they have withdrawn from the University. The online withdrawal form can be found online at [http://www.uccs.edu/~residence/](http://www.uccs.edu/~residence/) and must be completed when the student withdraws from university classes. Once the withdrawal form is approved and the student officially checks out of their residence hall room, then the student will no longer be responsible for charges associated with housing. If the student has a housing assignment for the Fall semester, and does not return to UCCS in the Spring, they still must submit a withdrawal form in order to avoid being assessed housing charges.

**TERMINATION BY THE UNIVERSITY**

Upon reasonable notice and good cause, the University reserves the right to terminate this Agreement. Reasonable notice of termination will normally be 48 hours. However, the University reserves the right to remove a student immediately without notice if the University deems it to be necessary. Examples of good cause are set forth in this Agreement under the section entitled Assignment of Accommodations. These are only examples of good cause and the University is not limited to this list. If the University terminates this agreement, the student will forfeit the security deposit, and will be obligated for the full amount of this Agreement.

If a student fails to return to housing in the spring semester due to non-enrollment with the University, and does not cancel their housing agreement, the University will terminate the agreement after the first week of classes, and the student will be responsible for all housing charges for two weeks. Alpine Village residents who fail to terminate their housing agreement will be assessed charges from January 1st of each year through the first two weeks of classes, as the Alpine Village contract includes Winter Break, which is divided between the fall and spring charges.

If the student does not enroll for classes, has not registered for new or transfer orientation, and/or has a balance due the University as of July 1st, the student will be removed from their housing assignment and will be wait-listed for spaces available. Once the student enrolls and is in good financial standing the student will be considered for a room assignment should space be available. It is the responsibility of the student to contact the Office of Residence Life and Housing once all obligations have been satisfied in order for the room assignment to be considered.