Residence Life and Housing
Housing Agreement

GENERAL This Agreement is between the Student/Applicant named at the end of this agreement ("Student") and the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs ("University") with regard to the terms and conditions of occupancy. NOTE: This Agreement is for room and board in the University’s Residence Hall Facilities or room only in the Apartment Facilities (collectively "Housing Facilities") for the academic year listed above. The University’s Office of Residence Life and Housing ("Residence Life") will assign the Student to housing in its Housing Facilities, and the Student is then entitled to use the Housing Facilities in accordance with the terms and conditions outlined below. The Student must also comply with all University policies, and federal, state and local laws. This Agreement may not be assigned to another party, and it is agreed and understood that this Agreement is incorporated by reference into the Housing Application.

AGREEMENT PERIOD This Agreement becomes effective upon the Student’s submission of a Housing Application ("Application") and shall remain in effect for the current academic year.

ELIGIBILITY The Student must be accepted and enrolled as a student at the University and maintain status as a registered student in order to be eligible to live in the Housing Facilities. Priority assignment will be given to full-time students unless special permission is given by the University. If the Student fails to maintain status as a registered student, the Student must notify Residence Life immediately upon such change in status. If the change in student status occurs after the Student has checked into the Housing Facilities, the Student must: 1) notify Residence Life via a Petition for Withdrawal; and 2) move out within three days of the change in status unless the University approves other arrangements. (See also “Termination by the Student After Occupancy.”)

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 1, the student will be removed from the Student’s 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 Student’s responsibility to contact Residence Life once all obligations have been satisfied in order for the room assignment to be considered.

Note: Anyone convicted of a sex offense in any jurisdiction in the United States or any other country or territory is not eligible to live in the Housing Facilities. A person who currently is or has ever been classified as a sex offender pursuant to the laws of any jurisdiction in the United States is not eligible to live in the Housing Facilities. Should the Student, after assignment of Housing Facilities, be convicted of a sex offense, become classified as a sex offender, or be placed under active supervision, any of which occurring in any jurisdiction in the United States, then the Student must notify Residence Life immediately and vacate the Housing Facility within 48 hours after such conviction, classification or supervision.

LENGTH OF AGREEMENT The terms of this Agreement apply to the period selected on the Housing Application. The Student may select either the period for both Fall and Spring semesters, Spring semester only, or Summer term only. If the Student graduates at the end of the Fall semester, the Student must submit a Petition for Termination (See “Termination By the Student After Occupancy”) to terminate this Agreement at the end of the Fall semester. This Agreement will otherwise terminate by noon of the day after Spring semester final examinations have concluded. If the Student has contracted for Summer term, then the Student may stay in the Summer assignment until the Student is notified that the Summer term assignment is available.

ASSIGNMENT OF ACCOMMODATIONS Students currently residing in any Housing Facility will have first priority in the assignment process. All other students will be assigned upon the Student’s admission to the University and the date of receipt for this Agreement, the Application, and deposit. Subject to the availability of space, the University will assign accommodations according to the requested preferences on a nondiscriminatory basis. The University may make alternative assignment decisions based on the needs of an individual student and/or the University community. The University does not guarantee assignment to a particular building, type of accommodation, or with a particular roommate. Roommate requests are granted when: 1) space is available; 2) both parties request each other on their applications; and 3) both applications are received on or about the same date. The University may assign or reassign accommodations for the benefit of an individual student or living unit, including the consolidation of single occupants residing in double occupancy rooms, or based on University needs. If the Student is in a double occupancy room and the Student’s behavior causes other residents to request to move out, the University may charge the Student the rate for a single occupancy room assignment if the University cannot find replacement residents. The University’s assignment is final, and the Student cannot change the room assignment without the approval of Residence Life.

DINING SERVICES If the Student is assigned to First Year Experience Housing Facilities, then the Student is required to have a Meal Plan. NOTE: Dining operation dates are subject to change based on the academic calendar. The University will not refund missed meals, and meals are not transferable. The University will not make special meal arrangements unless the Student has a documented, unresolvable class or work conflict during meal service hours. In such case, the University will make special arrangements as feasible. If the Student requests additional Munch Money on his or her Application, the additional Munch Money will be automatically renewed for the Spring semester unless cancelled by the Student.

USE OF FACILITIES The Student must use the Housing Facilities in the manner for which they were designed. No University property, including room and lounge furnishings, may be moved within or removed from the Housing Facilities. Although the University respects the privacy of each student, the University may enter and inspect the Student’s room(s) at any time when the University deems it necessary to

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protect and maintain University property, to assure the safety of residents, and/or to facilitate the maintenance of discipline and an educational environment.

COMMERCIAL USE The Student will not use the Housing Facilities for any commercial purpose, commercial solicitation, or commercial promotion, except by written authorization by Residence Life and Housing. The Student may not operate, advertise, or promote a private business from his or her room or any space within the Housing Facilities.

STUDENT RESPONSIBILITY FOR DAMAGE The University expects normal depreciation of the Housing Facilities and furnishings through natural usage. However, the Student agrees to be liable, and understands that the University will charge the Student for damage, or other loss incurred, to the Housing Facilities, including any building, furniture and equipment, that is a result of the Student’s carelessness and/or misconduct. The University will assign responsibility for damage within a student room and/or suite to all students assigned to the room and/or suite unless individual responsibility is determined. The Student is also responsible for similar damage to public areas, including lobbies, lounges, stairwells, hallways, laundries, bathrooms, exercise rooms, basements, walkways, lawns and parking areas (“Public Areas”) within the Student’s assigned Housing Facility. The University will assign a charge for damage to a Public Area among the residents in the Housing Facility when it cannot be determined which individuals are responsible for the incident.

UNIVERSITY LIABILITY The University is not responsible in any manner 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 or outside of the Housing Facilities, to include the Student's room, storage room, Public Areas, or other areas of any Housing Facility. The University recommends that the Student obtain personal property insurance.


WEAPONS/FIREARMS The University prohibits weapons and firearms anywhere on property owned or operated by the University, unless the Student carries a handgun in accordance with the Colorado Concealed Carry Act, C.R.S. §§18-12-201, et seq.

First Year Experience Housing Facilities: Residents in these villages are predominantly under the age of 21. If the Student is assigned to 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, C.R.S. §18-12-201, et. seq., into any part of the First Year Experience Housing Facilities including rooms, apartments and common areas. The University may terminate this Agreement immediately if the Student violates the terms of this paragraph.

Alpine Village Apartments: If the Student possesses a valid permit (“Permit”) issued under the Colorado Concealed Carry Act, C.R.S. § 18-12-201, et seq., then the Student agrees to maintain the Permit at all times in accordance with the Act including, but not limited to, keeping the handgun concealed at all times. If the Student lives in a two or four bedroom apartment, then the Student must obtain written consent from the Student’s 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, the Student shall immediately provide written notice to the Residence Hall Director and immediately remove the handgun from the premises. If the Student does not carry the handgun on the Student’s person in accordance with the Act, the handgun must be: 1) kept locked in the Student’s vehicle; or 2) kept in a locked room safe provided by the University; or 3) checked in/out through the Department of Public Safety where that department shall secure it. The University will share information regarding Concealed Carry Permit holders with the University Police, who may check the validity of the permit, and other University administrators as needed.

ROOM/BORAD RATES Current year room and board rates for Housing Facilities are listed online at www.uccs.edu/~residence/ and can be found at www.uccs.edu/residence/dining/mealplans.html. Rates for all assignments are set by the Board of Regents (at a June meeting), and applicants will be informed of the new rates after that meeting.

ADVANCE PAYMENT The Student must submit a $600.00 fee/deposit at the time that the Student returns this signed Agreement and Housing Application. Checks must be made payable to the University of Colorado Colorado Springs. Of this $600.00, $100.00 is a non-refundable application fee; $200.00 will be held as a security deposit against damages while the Student remains in any Housing Facility; and the remaining $300.00 will be applied as a credit to the Student’s University account at the beginning of the Fall semester after (1) housing charges are paid, and (2) the Student moves into his/her room.

PAYMENT OF CHARGES The Student agrees to pay all room and board fees and other properly billed charges as invoiced by University, according to the current fee schedule at www.uccs.edu/~residence/. Failure to pay will result in the University placing the Student’s name in the University’s debt file. The Student will then be prohibited from further enrollment, issuance of transcripts, and the Student will be withdrawn from the University. Failure to pay will also result in termination of this Agreement by the University. (See also “Termination by the University.”)

TERMINATION BY THE STUDENT BEFORE OCCUPANCY If the Student wishes to terminate this Agreement prior to moving in to the Housing Facilities, then the Student must submit a cancellation online at http://www.uccs.edu/~residence/. Termination of this Agreement prior to occupancy will result in the following:

1) For cancellations received prior to May 31st (December 1st for Spring), the Student will receive a refund of $500.00.

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2) For cancellations received after May 31st (December 1st for Spring), the Student will receive no refund. This provision applies even when the Student submits the Agreement and Housing Application after these dates.

**Move-In.** The room assigned to the Student will be held until 8:00 a.m. of the first day of classes. Absent notice by the Student to Residence Life, the room will be released and made available to other students on the wait-list when the Student has not checked in by this deadline. If the Student has requested a late move in from Residence Life, the University will hold the Student’s room for up to one additional week, beginning on the first day of classes. Should the Student fail to notify Residence Life before the first day of classes that the Student will not be moving into the Student’s assigned room, then the Student will be additionally liable to the University for two weeks of housing charges for the Student’s assigned room type.

**TERMINATION BY THE UNIVERSITY** The University may terminate or suspend this Agreement if it is determined that: 1) the Student appears to be a danger to the safety, health, or well-being of the campus community; 2) the Student fails to make payment of charges as required by this Agreement; 3) the Student has been subjected to disciplinary sanction through the Office of Student Conduct or Residence Life; 4) the Student no longer meets the University’s standards of “eligibility;” 5) the Student is 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 University’s community or property; or 6) the Student breaches a term or condition of this Agreement or University policies. Nothing in this Agreement shall limit the University in seeking additional remedies in law or equity for the Student’s breach.

If the University terminates this Agreement pursuant to this section, the Student will forfeit the security deposit and will be obligated for the full amount of this Agreement.

I verify that I am 18 years old or older.

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If the Student is under the age of 18:

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**Alpine Village Apartments:** If the Student fails to properly terminate this Agreement, then the Student will be assessed charges from January 1 of the calendar year through the first two weeks of classes of Spring semester.

**TERMINATION BY THE STUDENT AFTER OCCUPANCY** If the Student terminates this Agreement after occupancy, then the Student will forfeit the deposit in full. In order to request a partial refund of housing fees, the Student must complete and submit the official Petition for Termination of Agreement (“Petition”). The University will approve the Student’s Petition if it meets the criteria that the Petition sets forth. The Student can submit a Petition for financial or medical reasons only. If the University denies the Student’s Petition, then the Student remains obligated under this Agreement for full payment of housing fees. Suspension or expulsion from any Housing Facility or the University that is a result of a University sanction is not considered valid reasons for the Student terminating this Agreement after occupancy. If the University approves the Student’s Petition, then the Student must officially check out of the Housing Facilities 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 University account. If the Student checks out prior to the University approving the Petition, 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 the Student’s responsibility to directly notify Residence Life that the Student has withdrawn from the University. The Petition for Withdrawal form for Residence Life can be found online at 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 the Housing Facilities, then the Student will no longer be responsible for charges from Residence Life. If the Student has a housing assignment for the Fall semester and does not return to UCCS in the Spring, the Student must submit a withdrawal form in order to avoid being assessed housing charges for the Spring semester. (See also “Eligibility.”) If the Student fails to return to the assigned Housing Facility for the Spring semester, the Student will be responsible for two weeks’ worth of housing charges.

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