

TERMS AND CONDITIONS 2009 SUMMER HOUSING

This document and those referred to within it constitute the University of Northern Colorado Housing & Residence Life contract for residence halls and dining service. The housing and dining services described are being offered under the terms and conditions stated herein.

1. Eligibility

In order to be eligible for occupancy in University housing, the student must be enrolled at the University of Northern Colorado, carrying an undergraduate credit load of six (6) semester hours or more.

2. Dining Services

Dining room services, hours and locations may be adjusted by Dining Services.

Food service contracts are not transferable. Disciplinary action will be taken and charges will be levied against individuals allowing other persons to use their meal card. A charge will be assessed for meal contract changes, cancellations and lost identification cards.

Student may only enter the dining rooms with their student I.D. cards; no other forms of identification will be accepted.

3. Contract Terms

The housing contract, from the beginning date (official opening day of the halls) of the contract period, binds the resident for a minimum of six weeks. If the dates of the summer term are revised by the University, those revised dates will apply and will not alter the financial obligation under this contract.

4. Cancellation Policy

If the tenant decides to cancel the lease prior to the beginning of the lease, a written notice must be submitted to Housing & Residence Life, 15 days prior to the desired move in date. IF THE NOTICE IS NOT SUBMITTED PRIOR TO 15 DAYS, THE DEPOSIT OF \$200.00 WILL BE FORFEITED.

5. Assignment Policy

Residents are assigned to rooms and halls according to space availability on a date priority basis. 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 only as offered by the University.

6. Smoking

Smoking is not permitted in any UNC building, including University Apartments and University Owned Houses.

7. Check-in and Check-out

Each resident is considered checked in when (s)he obtains the room key. When moving into the assigned room, the resident shall complete, sign and turn in a Room/Apartment Inventory Form. When vacating the assigned room/apartment, the resident must check out with the Hall Director/Apartment Manager or his/her designee. The Room/Apartment Inventory Form and an inspection by an appointed Housing & Residence Life staff will serve as the basis for checkout charges, if assessed.

Each resident agrees to follow the proper checkout 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, reasonable wear and tear are expected. The resident will be responsible for any cleaning. Maintenance or repair required to return premises to the same condition as when accepted will be accomplished by University appointed personnel and will be billed accordingly.

8. Late Check-in

The Hall Director/Apartment Manager must be contacted for late check-in before the opening of the residence hall each semester. Assigned bed space will only be held until the first hour of classes each semester/session. When the resident fails to check in at the assigned residence hall, (s)he will be assigned to an alternate bed space until his/her University withdrawal or non-registered status is confirmed.

9. Resident Responsibilities

The resident agrees to make payment of all fees as required in the summer housing cost sheet. The resident agrees to observe all rules and regulations of the University of Northern Colorado, the Department of Housing & Residence Life/Conference Services and the State of Colorado, which are incorporated by reference into this document.

The resident agrees to honor all terms and conditions stated in this contract and the Housing & Residence Life Handbook.

10. Immunization Requirements

Colorado State Law requires all 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 the same form with the statement of religious or personal exemption signed by the student if 18 or older; or 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.

The Meningitis vaccine is not required; however, the State of Colorado does require that the University provide you with the appropriate information regarding Meningococcal Disease which can be found at www.unco.edu/shc.

11. Rates

The rates stated on this contract are applicable and inclusive of a fee for resident student organizations to provide social, cultural and educational services for hall residents.

The University reserves the right to adjust contract rates during the term of the contract. Rate increases will require a 30-day calendar advance notice to Residence Life/Summer Housing students and shall not exceed \$100 during any academic term.

12. Indebtedness

The resident's failure to meet financial obligations for room and board payment, according to University fee schedules, may result in meal denial, termination of the contract, denial of grade transcripts, or denial of reassignment, in accordance with the University rules and regulations governing student's failure to meet financial obligations to the University.

13. Vacating

Residents must vacate the premises within 24 hours after their final exam or upon discontinuance as a student, whichever occurs earlier. Graduating seniors may make special arrangements for residence hall checkout with their respective Hall Director/Apartment Manager.

14. 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 an apartment.

15. Room Changes

A resident may change rooms only with a written authorization from her/his 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.

16. 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.

17. 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 they promise to pay for all charges placed on their account, as well as any service charges or collection costs, if any, that may be due. The first billing statement of the semester will be sent to the student's permanent address when school is not in session, unless a billing address is provided. Subsequent billing statements will be sent to the student's local address, when school is in session, unless a billing address is provided. Payment is due at the Cashier's Office on or before the payment due dates shown on the billing statement.

18. Refund and Forfeiture Policies

The \$200 deposit submitted with the signed contract will be credited to the student account at the end of the contract term unless it becomes necessary to withhold the deposit under the terms of the contract (see Item 19). The University will refund the \$200 deposit because of participation in the University-sponsored internship or exchange program that required living away from Greeley, graduation, or contract transfer.

If a contract release is granted, if the student withdraws from the University, or if the student is academically suspended, the \$200 deposit will be forfeited.

Room and board fees for University withdrawals will be based on the University refund policies found in the Schedule of Classes each semester.

19. Liability

The University of Northern Colorado, its officers, employees and agents, and the Department of Housing & Residence Life/Conference Services 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 officers, employees and agents from any claims or damages substantiated by the resident or other parties as a result of the acts or omissions of 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. PERSONAL PROPERTY INSURANCE COVERAGE IS HIGHLY RECOMMENDED.

20. 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 by said resident because of actions, neglect or intent.

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 community damages collectively.

21. Lock Changes/Lost Keys

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.

22. Termination of Contract by University

The University reserves the right to terminate a Residence Life/Summer Conference contract under the following circumstances; in all of these circumstances the deposit is forfeited and room and board will not be refunded:

- A resident is found to have violated any rules or regulations listed in or referred to in this contract, or in the publications Residence Life Handbook and Students' Handbook, or in any other official University publication. If this contract is terminated during the summer for disciplinary reasons, the resident may not be allowed to return to the residence halls the following academic year.
- A resident fails to comply with any portion of the contract.
- A resident has any unpaid charges from a previous Residence Life contract.

A student's contract may be terminated and the student removed from University housing if he/she poses imminent threat to him/herself or others in University housing.

23. Suspension of University Obligations

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 de-authorization or misappropriation; or, as the result of any cause whatsoever beyond the control of the University, whether similar to the causes herein above 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.

24. Contract Changes

Residents may not make changes in the terms and conditions of this contract without agreement and written authorization of an appropriate agent of the University. These terms and conditions ONLY apply to summer housing 2008.

25. Contract Authority

If the resident is under the age of 18, her/his parents or legal guardian shall become a party to this contract and shall sign the contract as evidence of acceptance of all contractual responsibilities.

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