

## **Terms and Conditions**

**Students who enter into a contract are committed to the entire academic year (August 21, 2008-May 8, 2009), excluding Winter and Spring Breaks.**

This document and those referred to within it constitute the University of Northern Colorado Housing & Residence Life contract for residence halls and dining services. 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 or graduate credit load of six (6) semester hours or more.

### **2. Freshman Live-in Requirement**

A student is classified as a freshman until successful completion of 30 semester hours of credit. All freshmen with less than 20 semester hours earned and under 20 years of age are required to live in a residence hall and hold a full 19-meal plan or 200-Meal Plan.

Freshman students who are exempt from the University residence requirement are:

- Married students – original certificate of marriage must be submitted to the Department of Housing & Residence Life.
- Students living at home with their parents or legal guardian, within commuting distance (commuting distance is considered to be 20 miles or less) the entire contract period. Verification of this residency must be provided in advance, in writing, by the parent(s) or legal guardian to the Housing & Residence Life department. If living with a legal guardian, verification of guardianship must be provided.

### **3. Meal Plan Requirements**

Freshmen, under the age of 20, who have earned fewer than 20 semester hours and live in the residence hall will be given the choice of a full 19-meal plan or a 200-Meal Plan. Students who have earned 20 semester hours or are age 20 and live in a meal mandatory residence hall will be assigned a full 19-meal plan, but may contract for a 14- or 15-meal plan or a 200-Meal Plan. The last date to change to a 14- or 15-meal plan or a 200-Meal Plan is the class drop deadline for the semester. If a student turns 20 during the semester, a change to the meal contract cannot be made until the following semester.

### **4. Dining Services**

Dining room services, hours and locations may be adjusted by the Dining Services. Dining service will not be provided during Thanksgiving, Winter or Spring Break periods. The last meal will be lunch on the last official day of examinations.

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.

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

### **5. Contract Terms**

The housing contract, from the beginning date (official opening day of the halls) of the contract period, binds the resident for the full academic year, excluding Summer Session.

If a contract is entered into at the start of fall semester, the contract will be binding until the final day of Spring Semester. If the dates of the academic year are revised by the University, those revised dates will apply and will not alter the financial obligation under this contract.

## **6. Cancellation Policy**

If at any time prior to the beginning date of the contract term the applicant decides to cancel in accordance with Item 2, written notification must be provided to the Department of Housing & Residence Life. 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 \$250 will be granted if notice of cancellation is postmarked and mailed to the Department of Housing & Residence Life by April 30 for contracts beginning Fall Semester and December 15 for contracts beginning Spring Semester. A \$125 refund will be granted and \$125 will be forfeited if notice of cancellation is postmarked and mailed to the Department of Housing & Residence Life by May 31 for contracts beginning Fall Semester and December 31 for contracts beginning Spring Semester. The \$250 deposit will be refunded if cancellation is postmarked and mailed to the Department of Housing & Residence Life within five working days of the postmarked date. All refunds will be disbursed to the applicant. **THE FULL AMOUNT OF THE DEPOSIT SHALL BE FORFEITED BY ANY APPLICANT WHO CANCELS AFTER THE ABOVE DATES.**

## **7. Assignment Policy**

Assignments to residence hall rooms are made based upon the date of receipt for the applicant's completed contract and space availability within a residence hall. Priorities for hall assignments are determined in the following order of requests by the applicant: roommate, residence hall, and special living options.

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 as offered by the University.

## **8. Smoking**

Smoking is not permitted in residence halls or dining rooms.

## **9. 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 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 check-out charges, if 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, reasonable wear and tear excepted. 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. Failure to check in will not release the student from this contract.

## **10. Late Check-in**

The Hall Director 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.

### **11. Resident Responsibilities**

The resident agrees to observe all rules and regulations of the University of Northern Colorado, the Department of Housing & Residence Life 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.

If you have ever been convicted of a sexual offense that requires registration pursuant to CRS 18-3-4125, please inform the Department of Housing & Residence Life in writing with your application.

### **12. Measles Immunization**

Colorado State Law now requires all college or university 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 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.

### **13. Rates**

The rates set by the Board of Trustees in July establish the Housing & Dining rates for the following academic year.

### **14. 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.

### **15. Vacating**

All residence halls close at 7 p.m. on Friday during the final exam week of each academic semester. 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 check-out with their respective Hall Directors.

Residents may not occupy their rooms during winter and spring breaks without prior permission from Housing & Residence Life. Residents staying during break periods will be assessed an additional fee for their room.

### **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.

### **17. 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.

### **18. Single Rooms**

Students may request single rooms on a first-come, first-served basis based on availability. The University reserves the right to assign students to single rooms 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 & Residence Life 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: 1) Elect to contract for the same accommodations for the remainder of that semester and pay the single room rates, or 2) consolidate with another resident of their own choosing, who is also a single occupant in a double room, or 3) consolidate with a roommate chosen by the Housing & Residence Life staff.

Students living alone will be charged at the single occupant rate.

### **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.

### **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 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.

### **21. Refund and Forfeiture Policies**

The \$250 deposit will be credited to the student bill within 30 days of the lease end date unless it becomes necessary to withhold the deposit under the terms of the contract.

A refund of the \$250 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 \$250 deposit will be forfeited by a student under the following circumstances: a contract release is granted, withdrawal/transfer from the University, and academic suspension.

Room and board fees for University withdrawals will be based on the University refund policies set by the Registrars Office each semester.

### **22. Liability**

The University of Northern Colorado, its officers, employees and agents, and the Department of Housing & Residence Life 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 the result of the acts or omissions of the resident relating to 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. **PERSONAL PROPERTY INSURANCE COVERAGE IS HIGHLY RECOMMENDED.**

### **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 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 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 will be fully responsible for the condition and safekeeping of the furniture. The resident will agree to take special care to ensure that the furniture, walls and doors are not damaged when items are being removed and/or returned.

### **24. 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.

### **25. Termination of Contract by University**

The University reserves the right to terminate a Housing & Residence Life 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 Housing & Residence Life Handbook and Students' Handbook, or in any other official University publication. If this contract is terminated during the academic year 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 Housing & 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.

### **26. 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 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 this agreement to the contrary notwithstanding.

**27. 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.

**28. 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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