

University Housing Contract Addendum Winter Break 2020 - 2021

This University Housing Contract Addendum for Winter Break is between Student and University and supplements the Amended and Restated University Housing Contract Academic Year 2020-2021 to address the Student's University Housing for Winter Break 2020-2021.

Defined Terms

In this addendum, the following terms carry the following meanings:

- "Addendum" means this document.
- "Contract" means the Amended and Restated University Housing Contract Academic Year 2020-2021 previously signed by Student.
- "Winter Break" means November 25, 2020 to January 10, 2021.
- "Winter Break Room and Board Rates" means the charges assessed for housing and dining services available under this Addendum to Student living in a residence hall.
- "Occupancy" means Student has checked into and has access to a University Housing space, regardless of whether it is occupied by Student or Student's belongings.

Capitalized terms not defined in this Addendum have the meanings as defined in the Contract.

- 1. <u>Incorporation of Contract</u>. Except as provided in this Addendum, all Contract provisions apply and are incorporated into this Addendum. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Addendum and the Contract, the provisions of this Addendum shall in all respects supersede, govern, and control.
- **2.** <u>Effect of Addendum</u>. The Addendum forms the exclusive housing and dining contract between the University and Student for Winter Break.
- **3.** Process for Assigning Students Space in University Housing During Winter <u>Break</u>. Housing & Dining has the sole discretion to make changes to Student's assignment throughout and for the length of Winter Break. If a Winter Break assignment is different from that of the academic year, the Student must move to the new assignment for Winter Break and agrees to return to their spring semester assignment, or such other assignment, as designated by Housing & Dining.
- 4. <u>Residence Hall Winter Break Room and Board Rates</u>. As Student elected to remain in the residence hall during Winter Break, Student is responsible for paying the associated Winter Break Room and Board Rates. The Winter Break Room and Board Rates are as posted on the University's website: <u>https://www.colorado.edu/living</u>.



- **5.** <u>Payment of Winter Room and Board Rates</u>. Winter Break Room and Board Rates will be a proration based on the number of days of Student's Occupancy. In December 2020, the Room and Board Rates will post to Student's tuition and fees account with the Bursar. If Student elects to remain in University Housing beyond December 28, 2020 during Winter Break, a second billing will post to Student's tuition and fees account with the Bursar in January 2021 for that portion of Winter Break Room and Board Rates.
- 6. <u>Transportation</u>. The Buff Bus will be in limited schedule operation and there are days it will not be available. Information about the schedule is available on the following website: <u>https://www.colorado.edu/pts/transportation-options/bus/bus-route-information</u>. Student is also encouraged to utilize the eco pass to access RTD public transportation bus routes.

7. Dining Services.

- a. <u>Dining Services</u>. Student must have a meal plan. The meal plan that the Student selected during the Fall 2020 will be continued and applied during Winter Break.
- b. <u>Dates and Times of Operation</u>. Beginning on November 30, 2020, at least one on campus dining option will be available to Student for up to 19 meals per week, including brunch and dinner on Saturday and Sunday. Dining Services will not provide meals on the following dates: December 24, 25, 2020 and January 1, 2021.

8. <u>Termination by the Student</u>.

- a. <u>Termination Before Occupancy</u>. After Housing & Dining has assigned Student to a Winter Break University Housing assignment, if Student wishes to terminate this Addendum before Occupancy, Student must notify CU Boulder in advance pursuant to the notice requirements of the Contract.
- b. <u>Termination After Occupancy</u>. The following financial consequences will apply to any Student termination after Occupancy:
 - Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of check-out. If Student fails to check out, CU Boulder may charge Student for any days of Occupancy.

9. Termination by CU Boulder.

The following financial consequences will apply to any CU Boulder-initiated termination for student conduct:

• Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of check-out.

The following financial consequences will apply to any CU Boulder-initiated termination unrelated to student conduct after a Student's Occupancy:



- Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of check-out.
- **10.** <u>**COVID-19 Testing**</u>. As a part of CU Boulder's student health and safety requirements, students living in University Housing are required to participate in on-going weekly COVID-19 testing. This requirement, in addition to any other applicable health and safety requirements will continue during Winter Break. Notwithstanding any other provision of the Addendum, CU Boulder may immediately terminate this Addendum without prior notice if Student violates this requirement.
- **11.** <u>Digital Signature and Copies</u>. Student will sign this Addendum in digital format, and it will be effective as of that date. Student will receive a copy of the signed Addendum via email and it is also available in the MyCULiving portal. An unsigned copy of this Addendum is made consistently available on University's website at: https://www.colorado.edu/living/housing-options/residential-halls/rates-contracts.