

## Housing & Dining Bear Creek

### Summer Contract, 2020

#### I. INTRODUCTION

This contract is between the Regents of the University of Colorado, a body corporate, for the benefit of the University of Colorado Boulder ("University") and the student applying for housing at Bear Creek (referred to in this contract as Student, Applicant or Student). References in this contract to "you" or "your" refer to the Applicant/Student. This contract is for the APPLICANT/STUDENT only, and may not be assigned or sublet to another party. The University reserves the right to change any term of this contract at any time. APPLICANT/STUDENT must complete, sign, and submit this contract.

#### II. SUMMER ELIGIBILITY

Unless otherwise authorized in writing by the University/Bear Creek or designee, only single persons regularly enrolled as a full time student at the Boulder campus or in the Division of Continuing Education for six (6) or more undergraduate credits during the spring 2020 semester may reside in Bear Creek.

Prior or pending criminal and/or disciplinary conduct may make a prospective student or student ineligible to reside in the residence halls, if after an individualized assessment the university determines that the conduct poses an unreasonable risk to the safety or security of the housing community.

If it comes to the university's attention that an applicant is a registered sex offender, the university will determine whether the student will be allowed to reside on campus. If the registered sex offender is permitted to reside on campus, they must comply with registration requirements mandated by state law, as well as register with the University of Colorado Boulder Police Department. If a student is convicted of a sex offense after they have been admitted to the university, the student must also comply with registration requirements, including registering with the University of Colorado Boulder Police Department. Furthermore, the student must notify the Director of Residential Programs and Services of such conviction for a sex offense for purposes of determining whether the student may be permitted to remain in university housing.

#### III. EFFECTIVE DATE

The University does not guarantee availability of accommodations. This contract only becomes binding when the University sends an email to your official University email address

confirming housing with Bear Creek. If you make other living arrangements before we notify you of your assignment, you must notify the University immediately to avoid termination charges. If accommodations are unavailable or delayed, the University may notify you by email.

#### IV. NOTIFICATION

All correspondence and notifications required under this contract must be hand-delivered, sent via certified mail, or by e-mail, addressed to the following:

Bear Creek Housing  
6000 Bear Creek  
Boulder, CO 80310

OR

[BearCreekApartments@colorado.edu](mailto: BearCreekApartments@colorado.edu)

#### V. TERM OF CONTRACT

**This contract is for Summer 2020. This contract may not be terminated before or during the contract except under the terms set forth in section XII.**

The period of occupancy for Summer 2020 begins May 8 for current students, and May 29 for off-campus students and ends no later than noon on July 31, 2020. Failure to move out at the end date of your contract will result in an additional charge of \$200 per day, plus the daily rate. The University reserves the right to remove the student's access to the premises and the apartment, in addition to the removal of the student's personal property within 72 hours of the occurrence of an unapproved stay after the agreed upon move-out date. The University reserves the right to enforce above stated actions, in addition to unapproved stays, if the student lost the CU student status, or is in violation with the contract terms or the handbook.

#### VI. BEAR CREEK APARTMENT RENTAL RATES FOR SUMMER 2020

Room charges are calculated by the month and will post monthly on your Bursar's tuition and fees account for payment. Rates will be approved by May 8, 2020, and will be posted to <https://www.colorado.edu/living/housing/undergraduate-housing/application-process/bear-creek-summer-application-process>

## **VII. FINANCIAL RESPONSIBILITY**

The student accepts full responsibility to pay all room fees and associated Housing & Dining fees assessed as a result of this agreement and/or receipt of services (e.g. damages fees, etc.) by the scheduled due date. Failure to pay or make acceptable payment arrangements, to bring the student's account current, will result in the student's name being placed in the university debt file, resulting in a block on future registration for classes or the release of academic transcripts, and termination by the university of this contract. If necessitated due to non-payment, the University may refer a delinquent account to an outside agency. If the student account is referred to an outside agency, the delinquency may be reported to national credit bureaus and the student may be responsible for collection costs and reasonable attorneys' fees allowed by the laws of the state of Colorado. Pursuant to Colorado Law (C.R.S. § 23-5-115), in the event of a default of the student's account owed to the university, the university may certify to the Colorado Department of Revenue (DOR) information about the student, including name, social security number, the amount of the debt and any other identifying information required by the DOR. The DOR may then disburse funds to the university in satisfaction of that debt from tax refund amounts owed to the student, if any.

## **VIII. CONTRACT CHARGES**

**Students contracting for summer housing are charged the monthly rate starting with the date they are assigned move-in through the end of the contract period. Pro-rata adjustments will be made when a full month is not contracted.**

## **IX. DEPOSIT**

Applicants who do not have a deposit on file must pay a \$300 deposit at the time they submit the contract and Bear Creek application. If a hardcopy application is submitted, the deposit can be paid by check. Checks must be made payable to the University of Colorado Boulder.

The Applicant is liable for the payment of all University charges enumerated in the terms of the contract. Within 60 days after the expiration of this contract or termination of occupancy, the University will apply the deposit to the payment of such University charges not otherwise paid by the student, and will pay the difference, if any, to the student. If a new contract for the subsequent Academic Year is signed by the student and the Bear Creek or designee has returned a letter or email of housing confirmation to the Applicant, the deposit will be carried forward to the new contract year. Any cleaning and/or Bear Creek damage charges will be assessed to the student's account.

The deposit required is distinct and separate from the enrollment deposit required for admission to the University.

## **X. ASSIGNMENT OF HOUSING SPACE**

Priority for building and room assignment is based upon current deposit on file at Bear Creek or the Residence Halls, as well as date/time of a completed application. Additional applications received will be assigned by the date and time on which this contract, the application, the \$300 deposit are received by Bear Creek.

The University reserves the right to make alternative assignment decisions or reassign an Applicant or Student for such reasons as the University, in its sole discretion, deems appropriate. These reasons include, but are not limited to: construction, renovation, and/or maintenance activities; roommate conflicts; health, safety, and/or security concerns; pending disciplinary action; and noncompliance with University policies, rules and regulations. Room reassignment, utility or facility disruptions, planned renovations and/or construction projects, or class conflicts, shall not result in the reimbursement, reduction of room rental rates referenced in this contract or constitute an excused termination reason.

**If a vacancy occurs in a shared apartment in which the student resides, the student agrees to accept other roommate(s) as assigned by Bear Creek** unless student agrees to pay Bear Creek, the rent due and other charges due for such vacant room. Students are not allowed to use any vacant room in the apartment for any purpose whatsoever unless the student is paying rent for the vacant room. Student requests to change rooms are honored only in advance of the move and with written approval from Bear Creek or designee.

Bear Creek reserves the right to refuse housing to any student who is delinquent in the payment of housing bills; failure to abide by University and Bear Creek apartment rules and regulations; or who exhibits behavior that is incompatible with the maintenance of order and propriety in the apartment community. In addition, Bear Creek can refuse housing or terminate the contract to those individuals who do not exhibit reasonable approaches, responses and/or expectations of fellow roommates.

## **XI. ROOMMATE ASSIGNMENTS**

When self-selection is not in place, assignments are determined based on gender identity. When possible, we match based on roommate preference, as well as identified lifestyle preferences. Preferences are an important factor; however, we cannot guarantee matches. Conflicts that occur due to a lifestyle difference shall not result in the reimbursement, reduction of room

rental rates referenced in this contract or constitute an excused termination reason.

## **XII. TERMINATION**

To terminate your contract, you must notify:

Bear Creek Housing  
6000 Bear Creek,  
Boulder, CO 80310.

Notification must be in writing and, if mailed, the postmark on the envelope is used as the date of termination. Alternatively, you can send an e-mail to [BearCreekApartments@colorado.edu](mailto: BearCreekApartments@colorado.edu).

### **A. EXCUSED TERMINATION BY THE STUDENT**

With seven business days' notice prior to departure, a student may terminate this contract. Written notice must be given by filling out the **Intent to Vacate form**, notifying of new departure date. Charges will continue until written notice is received, or the contract end date, whichever is sooner. Students with a housing contract that consists of less than 30 consecutive days will be subject to city and state sales tax.

The University will finalize and send notice of any outstanding charges or refunds due to the student's permanent address of record within 60 days of the effective date of termination.

### **B. TERMINATION OF CONTRACT BY THE UNIVERSITY**

Pursuant to applicable policies and procedures, certain campus departments, including but not limited to the Office of Student Conduct and Conflict Resolution (OSCCR), CU Police Department (CUPD), and/or the Office of Institutional Equity and Compliance (OIEC), are authorized to immediately exclude students from campus as a result of alleged or actual threatening or violent conduct, criminal arrest or prosecution, or other conduct implicating campus safety. Such an exclusion may include exclusion from on-campus or campus-related housing, such as Bear Creek. A housing exclusion issued by one of those offices terminates this contract. In such event, the person will receive prior written notice from the appropriate office and a directive to vacate the premises in accordance with the exclusion. Failure to comply may result in additional action by the university, including but not limited to citation for trespass. Pursuant to the terms of this contract, the individual may be entitled to a credit for housing costs already paid. Any student who is found not responsible, or otherwise cleared by OSCCR, OIEC or CUPD to return to campus housing, may, at one's option, reinstate housing if one is otherwise qualified and space is available at the time of such request. If reinstated, the student will be required to re-execute a contract and pay the requisite housing costs.

The Bear Creek staff, or designee, may immediately terminate or suspend this contract if it is determined that:

- The student and/or situation pose a potential danger to individuals and/or community.
- The student fails to make payment of charges as required by this contract.
- For disciplinary action including but not limited to above stated action and disciplinary action pursuant to this contract.
- The student breaches any term or condition of this contract.
- If it is required to provide bedbug remediation more than twice, or the student unreasonably fails to follow University directives with respect to bedbug remediation.

The university may also terminate or suspend this contract for failure to comply with policies and rules contained in the following documents, which are incorporated by reference and made a part of this contract:

- University of Colorado Boulder Bear Creek Application
- Bear Creek resident handbook (see <https://bearcreek.colorado.edu/living-bear-creek/handbook>)
- OIEC Policies and Procedures (see <https://www.colorado.edu/institutionalequity/policies>)
- University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct (see [www.colorado.edu/osc](http://www.colorado.edu/osc)).

The University will finalize and send notice of any outstanding charges or refunds due to the student's permanent address of record within 60 days of the effective date of termination.

If this contract is terminated by the university, the student may be subject to the financial penalties for terminating occupancy stated in the section titled **"EXCUSED TERMINATION BY THE STUDENT"**.

If the University moves a student for conduct related reasons, the student may be responsible for charges incurred due to the move. Some examples may include but are not limited to room price change, etc.

For clarity, if terminated, APPLICANT/STUDENT will be required to vacate the property at the time and date determined by the University in its sole discretion.

**C. ABANDONMENT OR UNEXCUSED TERMINATION OR NO SHOW BY STUDENT**

Abandonment or failure to move in or unexcused termination of the contract by the student will result in the imposition of termination fees in the same manner as if the contract were terminated by the University.

**XIII. COMPLIANCE WITH UNIVERSITY POLICIES AND REGULATIONS**

Students must comply with all University of Colorado policies, rules, and regulations which are hereby incorporated into this contract, including, but not limited to, the Bear Creek Resident Handbook, located on the web at <https://bearcreek.colorado.edu/living-bear-creek/handbook> and the University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct. This includes but is not limited to articles, signs, posters, decorations, or other thing may be hung or placed on the outside of your apartment or displayed on the inside of the apartment so as to be visible from the outside.

**XIV. USE OF FACILITIES AND FURNISHINGS**

Bear Creek 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 without written authorization of the Bear Creek. The student is responsible for the appearance, cleanliness, trash removal, and personal/guest possessions of the rented space. The University reserves the right to remove all obstructions therein and dispose of the same at its discretion. Unsanitary conditions that render the unit uninhabitable are prohibited and the University reserves the right to take remedial action with respect to uninhabitable conditions.

Bear Creek respects the need for, and right to, privacy of each student. However, Bear Creek reserves the right to enter and inspect rooms at any time when it is deemed necessary to protect and maintain University property, including residential computer network (ResNet) lines and their appropriate usage, to assure the safety of students, and/or to facilitate the maintenance of discipline and an educational atmosphere. In addition, authorized personnel of the University are permitted to enter the premises at reasonable hours and in a reasonable manner for the purpose of inspection, maintenance, project upgrades and repairs, and to enter upon the premises at other times deemed necessary by the University to meet emergency conditions. The University shall make repairs, as requested by the student or as needed by the University. If the cost of such repairs are necessitated by the willful act or neglect of the student, they will be charged to and paid for by the student. The University will remove prohibited items found in or around Bear

Creek, which pose a health or safety threat and / or are deemed illegal.

Students are required to comply with guidelines for the acceptable and fair use of University and/or Housing & Dining computing and network resources, and satellite television networks. Any person who uses these resources in violation of law or policy may be subject to loss of privileges, disciplinary action, personal liability, and/or criminal prosecution. Information technology policies contained in the University of Colorado Boulder websites (<http://www.colorado.edu/oit/policies>) are made part of this contract.

Bear Creek is equipped with air conditioning and heating. Air conditioning is provided during the summer months and turned off during the winter months. Additionally, heat is provided during the winter months and turned off during the summer. When determining the exact switchover date for each building, Facilities considers prevailing weather patterns, the system controls, and building usage.

**XV. RESPONSIBILITY FOR DAMAGE**

The student will be charged for all damages, or other loss incurred, to the building, furniture, and equipment that is a result of the student's conduct or for which the student is otherwise responsible. Damage within the student assigned room is the personal responsibility of the person assigned to the room unless individual responsibility is determined. The University in its sole discretion determines individual responsibility. Damage to the common areas, living room, kitchen, bathroom, and hallways will be divided equally among all roommates, unless the party responsible takes responsibility.

**XVI. STUDENT PROPERTY**

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, or other areas of Bear Creek. **Students are encouraged to carry their own personal property insurance, as they are fully financially responsible for their personal property and any damages caused by them while on university property.**

At the end of the contract or after the student has moved out, all items that are not removed will be deemed abandoned and will be removed and disposed of at the University's discretion. A charge will be placed on the student's account for removal of items. The University is not responsible for lost or damaged items that have to be removed from the apartment.

## **XVII. GUESTS**

Guest of the students may be housed overnight on a space available basis with prior and continuing approval of the roommate(s). No guest may visit overnight for any period exceeding two (2) consecutive nights not to exceed ten (10) nights per semester. The Apartment and room are to be occupied only by the student and their assigned roommate(s) and not to be occupied by or loaned to any other person or student. The student must escort their guests within Bear Creek at all times, and the student is responsible for guests' adherence to the University and Bear Creek policies, rules, regulations, and Code of Conduct. Student's will be held responsible for any and all damage, or other loss incurred, to the building, furniture, and equipment that is a result of the guest's carelessness or misconduct or for which the guest is otherwise responsible. Persons who have been evicted/excluded from Bear Creek, other University housing or the University for any reason are not permitted to return to the facilities as guests.

## **XVIII. LIMITATION ON UNIVERSITY LIABILITY**

The parties agree that the University is not liable for personal injury or property damage to students or guests in the premises or within University facilities. The University's liability under this contract is subject to the provisions of the Colorado Governmental Immunity Act. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this contract shall be construed as an express or implied waiver by the University of its immunity or as an express or implied acceptance by the University of liabilities arising as a result of actions, which lie in tort or could lie in tort. The APPLICANT/STUDENT shall indemnify and hold the University and its agents harmless from any and all claims and judgement for loss, damages, or injury to persons or property caused by or contributed to by the acts or omission of the APPLICANT/STUDENT or its agents.

## **XIX. HOUSEKEEPING**

Daily housekeeping service is provided only for public areas. Students are responsible for maintaining assigned living areas, including kitchens and bathrooms, in a clean and orderly condition. Failure to keep shared living areas in a clean, uncluttered and safe condition will result in cleaning charges and could result in termination of the contract.

## **XX. PEST CONTROL**

Pests can pose significant problems to people, property, and the environment. All universities are located in areas where pests can be present. Furthermore, many retail products on the market may not be effective against some pests, such as bedbugs.

However, Housing Facilities Services (HFS) is committed to an effective and efficient response to students who report pests such as roaches, bedbugs, mice, or any other insect or vermin in rooms, units, or other parts of communities. Regular pest control measures include inspections, structural and housekeeping controls, and material treatments as needed. HFS reserves the right to enter and treat any living space as required for pest control/management.

To report a pest sighting, and instead of using pesticides themselves, students must contact the community's 24-hour desk or HFS at 303-735-5555 as soon as possible. Students will not be reimbursed housing charges when pest control is being done to their rooms, and students may be moved to other housing as necessary, including on a permanent basis. The university reserves the right to unilaterally terminate this contract if it is required to remediate a room for bedbugs more than twice.

## **XXI. NONDISCRIMINATION**

The University of Colorado Boulder does not discriminate on the basis of race, color, national origin, sex, pregnancy, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy in admission and access to, and treatment and employment in, its educational programs and activities.

## **XXII. DISABILITIES AND MEDICAL CONDITIONS**

Students with disabilities requiring academic/learning accommodations should contact Disability Services at [dsinfo@colorado.edu](mailto:dsinfo@colorado.edu) as soon as possible. For housing/living accommodation needs, such as a student with a documented disability and disability-related need for an assistance animal, the student should contact the Housing Disability Accommodations Committee at [Housingaccommodations@colorado.edu](mailto:Housingaccommodations@colorado.edu) as soon as possible to discuss the process for requesting reasonable housing accommodation options. In addition, the OIEC ADA unit's P&P, available here: <https://www.colorado.edu/oiec/ada-accessibility>, sets forth in detail the interactive process, and the appellate process, that occurs for students seeking educational accommodations from Disability Services, housing or dining accommodations from Occupancy Management, and/or employment accommodations for a student employment position.

## **XXIII. PETS**

No pets or animals may be brought into Bear Creek with the exception of service, or approved assistance animals, and small aquatic life (fish and small turtles) permitted in an aquarium not to exceed 10 gallons in volume. (See the Disability and Medical Conditions section of this contract for additional information on

assistance animals.). You will be assessed a cleaning fee for having pets, (including fish if having fish damages the property in any way) inside the Bear Creek community and your contract may be terminated.

**XXIV. NO SMOKING POLICY**

The no smoking policy at CU-Boulder means people may not smoke any substance including, but not limited to, tobacco, cloves, vapor-cigarettes or marijuana indoors and outdoors. The policy covers University-owned and operated campus grounds, including but not limited to Bear Creek as well as all outdoor common and educational areas, all University buildings, University-owned on-campus housing, campus sidewalks, campus parking lots, recreational areas, outdoor stadiums, and University-owned and leased vehicles.

**XXV. MARIJUANA PROHIBITED**

Possession, growth, use and/or distribution of marijuana in Bear Creek is prohibited. This prohibition applies even if the Colorado Department of Public Health and Environment (CDPHE) has issued a Medical Marijuana Registry identification card to a student, permitting that student to possess a limited amount of marijuana for medicinal purposes. Possession of a Medical Marijuana Registry Identification Card does not authorize a student to possess, use or distribute marijuana in Bear Creek, or in any public area of the University. Students who receive a Medical Marijuana Registry Identification Card prior to or during residency in Bear Creek may submit a request to Bear Creek to be released from any Housing & Dining Contract executed by the student. Students with a documented need for medical marijuana will be released from a Housing & Dining Contract without financial penalty.

**XXVI. WEAPONS AND FIREARMS**

This contract 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., onto the premises of Bear Creek, including apartments and common areas. With regard to any weapons other than handguns carried 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 the premises of Bear Creek, including apartments and common areas. Notwithstanding any other language in this contract, the University may terminate this contract immediately for violation of this paragraph.

**XXVII. MISSING PERSONS INFORMATION**

As required by federal law, every student will be given the option of providing confidential contact information, which will be used in the event that the student is reported to be missing. The confidential contact is not required to be a parent or guardian, if the student is 18 years of age or older. Parents or guardians will be called if the student is non-emancipated and under the age of 18 within 24 hours after the student is determined to be missing. Regardless of the student's age, law enforcement will be notified within 24 hours of the determination of a missing student. During the application process, every student will be asked to identify that confidential contact. If the student does not wish to list a contact, they may decline to do so.

**XXVIII. MISCELLANEOUS**

The parties agree that this contract supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth in this contract with respect to the use of the room. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied in writing. Accordingly, this contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.