STUDENT HOUSING CONTRACT Academic Year 2013 - '14

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS. PLEASE READ CAREFULLY BEFORE ACCEPTING. YOUR SIGNATURE ON THIS CONTRACT OBLIGATES YOU TO THE TERMS AND CONDITIONS STATED.

1. STUDENT LIVE-ON REQUIREMENT: All entering students are required to live on campus for their first two years in attendance at Western State Colorado University. **Students in their first year are required to live in Living-Learning communities which are located in traditional Residence Hall units**. All students residing in traditional residence halls are required to have a meal plan. Students in their second year may continue to live in traditional residence halls or if available opt to live in apartment style housing where a meal plan is not required. Exceptions to these requirements must be approved by the Director of Residence Life and will only be granted under the following circumstances: (1) the student is married; (2) the student is living with parents or legal guardian; (3) the student is at least 21 years of age by the first day of classes; (4) the student has lived on campus for the equivalent of two full academic years at another college or University, or at WSCU; (5) the student is an honorably discharged veteran. Students who are enrolled full-time during any part of a term and do not meet these requirements will be assigned a space and required to pay all room and board charges associated with the space for the term.

2. CONTRACT TERMS: This contract is for a full academic year (Fall and Spring semesters) unless the student is entering into the contract for the Spring Semester in which case it will be for the Spring Semester only. Students who are returning to WSCU for their second year must renew their contract during an established contract renewal period during which they may provide their preferences of where and with whom they wish to live. **Students who fail to renew their contract for their second year on campus by the established deadline but who remain enrolled at WSCU will be assigned housing where space is available after the conclusion of the contract renewal period. This current housing contract will be utilized for those students who fail to renew their contract during the renewal process and will be carried forward as a legally binding document through their second year as a student**. Delivery of this agreement by WSCU to the student constitutes an offer of housing accommodations within the limits of available campus housing. Signing of this contract by the student constitutes an acceptance of all terms and conditions and promise to pay all associated housing charges.

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3. HOUSING DEPOSIT: The $100.00 housing deposit reserves a bed space in University housing. Housing assignments will be made after the deposit and contract are received by the Office of Residence Life. The deposit must remain on account with the University as long as the student lives on campus. The deposit, net of any amounts applied to damages or other indebtedness owed, will be returned no later than 60 days after the student officially vacates housing, surrenders all keys, and completes established check-out procedures. WSCU may, at its sole discretion, apply the deposit to any damages to the housing unit or its furnishings or to any other indebtedness owed by the student. If the deposit is forfeited, all damages and other charges will be assessed directly to the student's account and no part of the deposit will be available to apply to any indebtedness owed to WSCU.

4. PAYMENTS AND INDEBTEDNESS: Housing charges are due and payable during Fee Payment, typically the first three days of each semester. Students with Financial Aid are required to pay all housing charges for the semester before a refund will be issued. Any account that becomes more than thirty (30) days past due may be submitted to a collection agency.

5. CONTRACT TERMINATION/CANCELLATION

A. A student may cancel/terminate their Housing Contract at any time without penalty under any of the following circumstances:

1) Marriage
2) Graduation
3) Military Duty
4) Untimely Death of an Immediate Family Member
5) Serious Medical Condition
6) Significant Financial Hardship (must have occurred after the contract was signed)
7) Withdrawal from the University.

Written notice must be provided to the Director of Residence Life along with the appropriate documentation in order to be approved for the contract termination and to receive a refund of the housing deposit and any portion of the housing fees as described in section #6 of this housing contract. **This Contract will be considered null and void with no financial obligation if the student does not enroll at WSCU, however, any cancelation of this contract made after July 1st will result in a forfeit of the $100 deposit. Students, whether they have signed a contract or not are required to live on campus for two years if they are under the age of 21 years. Those who fail to complete a contract but who are registered for classes are subject to the same terms contained in this contract.**

B. By the Student Prior to Occupancy: **A student who has submitted a signed contract is legally obligated to reside on campus**. Should a student who has completed two years of on-campus residency or is otherwise

eligible to reside off campus wish to cancel/terminate their Housing Contract, that student will be held responsible for a portion of the room charges for the entire 2013-2014 academic year. **The following schedule will be used to determine the charges assessed:**

- **Prior to May 1st** the student may cancel/terminate their contract without any charges being assessed, however, the student will **forfeit their housing deposit**.
- **Between May 1st and July 1st**, the student may cancel/terminate their housing contract, however, the student will be assessed an amount equal to **15% of the entire contract period** (Academic Year) and the housing deposit is forfeited.
- **Between July 1st and the first day of classes** for the Fall semester the student may cancel/terminate their housing contract, however, the student will be assessed an amount equal to **25% of the entire contract period** (Academic Year) and the housing deposit is forfeited .

Students who have signed a contract for the Spring Semester only may cancel/terminate their contract but will be assessed according to the following schedule:

- **Prior to September 1st the student will forfeit their housing deposit**.
- Between **September 1st and November 1st** the student will be assessed **15% the of cost of housing for the spring semester** and the housing deposit is forfeited.
- Between **November 1st and the first day of classes** for the Spring Semester the student will be assessed **25% of the cost of housing for the Spring Semester** and the housing deposit is forfeited.

C. By the Student After Occupancy: **A student who cancels/terminates their housing contract after occupancy** (occupancy is defined as: on or after the first day of classes whether the student has moved into the room or not.) **will be assessed according to the following schedule:**

- **Prior to September 1st** the student will be assessed 100% of their fall semester housing cost and will be assessed 10% of their spring housing cost. The housing deposit is forfeited.
- **Between September 1st and November 1st** the student will be assessed 100 % of the fall semester and 15% of the Spring semester housing costs. The housing deposit is forfeited.
- **Between November 1st and the first day of classes** for the Spring Semester, the student will be assessed 100% of the fall and 25% of the Spring Semester housing costs. The housing deposit is forfeited.
- A student who cancels/terminates their contract on or after the 1st day of classes for the Spring semester will be assessed 100% of their Spring Semester housing cost. The housing deposit is forfeited.

D. Termination of Contract by the University: The University reserves the right to terminate a Student Housing Contract under the following circumstances; in all of these circumstances the deposit is forfeited and room and board charges for the entire contract period remain in effect: A resident is found to have violated any rules or regulations listed in or referred to in this contract, or in the Student Handbook, or in any other official University publication. If this contract is terminated during the academic year for disciplinary reasons the student will be held responsible for 100% of the cost of housing for the entire contract period. Additionally, the student will be required to reside on campus for the next Academic Year unless he /she meets any of the terms for exception as outline in section one of this contract or if the University determines the students behavior is such that further residence on campus would be disruptive to the on campus residential experience of other students. Should the later determination be made, at the discretion of the University, the student could still be held liable for the entire cost of housing for that next Academic Year.

6. <u>REFUNDS</u>: Students who officially withdraw from WSCU during a semester will receive a housing refund according to the following schedule:
Prorated by the week through the end of the official drop period

50% refund	Between 15% - 25% of the semester
25% refund	Between 25% - 50% of the semester
0% refund	After 50% of the semester

Specific dates of the official drop period are published in the class schedule.

7. <u>MEAL PLANS</u>: First Year students living in the traditional residence halls must purchase either the Blue Mesa or Mountaineer meal plan by completing the enclosed dining contract. Second year students residing in traditional residence halls may purchase either the Blue Mesa, Mountaineer, or Crimson meal plan. **<u>Changes to these meal plans cannot be made past the 3rd day after a semester starts</u>**. Students who live in the campus apartments or live off campus are eligible for any of the meal plans, including the voluntary Mountaineer 80, 40 or 20. These voluntary plans may be purchased at any time and may be added on again during a semester if the student runs out of meals. These plans carry over from fall to spring semester, but are non-refundable.

8. <u>RATES</u>: Room and board rates are determined by WSCU, and approved by the Board of Trustees, no later than July 1st. The student agrees to pay all room and board rates as published for the term of the contract. The University reserves

the right to adjust housing rates during the term of this contract; rate increases will require a 30-day notice to students.

9. ASSIGNMENT POLICY: First Year students are assigned to rooms in Living/Learning Communities located in traditional residence halls. The Housing Preference Form which accompanies this contract during mailing is used to determine which Living/Learning Community a student wishes to be assigned to as well as in making roommate matches. Students in their second year on campus may preference the style of housing to which they wish to be assigned, traditional residence halls or apartments. Assignments will be made based upon the student's listed preferences and the availability of the type of housing which is requested. Second year students, new to WSCU, will be assigned based upon their housing preferences, their previous on-campus housing experience, and the availability of housing space after the contract renewal process is completed for current WSCU Students. **WSCU reserves the right to make temporary housing assignments and re-assignments as necessary**.

10. CHECK-IN AND CHECK-OUT: Each resident is considered checked in when (s)he obtains a room key. Upon moving into the assigned room, the resident shall complete, sign, and return a Room Condition Contract. Assigned bed space will be held until 3 p.m. on the first day of classes each semester. Students who do not check-in at their assigned residence hall will forfeit the deposit and are responsible for all applicable housing charges. Each resident must officially check-out with a Residence Life Staff member. Each resident agrees to follow the proper check-out procedures when vacating the premises or relocating within the system. Failure to follow established check-out procedures may result in improper check-out charges as determined by the University. University residence halls and apartments close at 12 Noon the day after the last day of final exams each semester. Residents must vacate the premises within 24 hours after their last final exam or by 12 Noon the day after the last day of final exams whichever comes first. Apartment Residents must receive permission to reside on campus over the break between semesters if they are registered for classes for the Spring Semester.

11. ROOM CHANGES: A resident may change rooms only after approval by the Department of Residence Life. Unauthorized room changes or failure to move out when required may result in additional charges as determined by the University. Additionally, if an unauthorized move has been made, a student will be required to move back to his/her previous assignment.

12. SINGLE ROOM AND CONSOLIDATING VACANCIES: Contingent upon availability, students may request a single room after the semester starts. Single room charges will be computed from the date the resident occupied the room as a single. The University reserves the right to change hall or room assignments, to assign roommates, and to consolidate vacancies by requiring students to move from a single occupancy of a double room to a double occupancy of a double room. Students who refuse to move will be assessed the charge of the single room rate.

13. ROOM CARE: Students are responsible for removing waste materials in a proper manner, cleaning their rooms, and maintaining sanitary and safe conditions which are acceptable to the University. Furniture attached to the floors and walls may not be moved. Moveable furniture allocated to public common areas may not be removed. For health and safety reasons, residents may not cook in their residence hall rooms. Appliances with open coils are strictly prohibited. No open flame devices, including candles and incense may be used in a student's room. Routine Health and Safety Inspections are conducted by the Department of Residence Life in order to insure compliance with University policies and to address issues of concern.

14. DAMAGE AND COSTS: Students are liable for the damages or other loss incurred to the building, apartment, room, furniture and/or equipment that is beyond ordinary wear and tear. Damages that occur to common areas and/or public areas that are not attributable or chargeable to a specific individual or group shall be shared equally by the residents of the living area where those damages occur. Students agree to pay such damages to the University upon demand.

15. PETS AND ANIMALS PROHIBITED: Animals are not allowed in any University building or adjacent grounds, except for non-poisonous, underwater fish confined to a private room in an aquarium. Students who keep an animal in their room or apartment at any time will be subject to a penalty of $250. **The only exception to this policy for student residents is in the Chipeta Apartments where students may have a dog or cat after prior approval by the Department of Residence Life. A signed pet agreement is required as is a $300.00 nonrefundable pet deposit and regularly scheduled inspections of the apartment. (See published Chipeta Apartment Pet Policy)**

16. ABANDONMENT OF PERSONAL PROPERTY: Residence Life, without liability, reserves the right to dispose of any personal property left on the premises thirty (30) calendar days after the end of the contract term or other termination of this contract.

17. RESIDENT RESPONSIBILITIES: Students agree to observe all rules and regulations of the State of Colorado, WSCU and Residence Life, which are incorporated by reference into this document**. The resident agrees to honor all terms and conditions stated in this contract, the Student Handbook, and other official University publications**. Violations of these laws or policies, especially ones related to alcohol and drugs, weapons possession, tampering with fire equipment, harassment, property damage, or pets, may result in the student being evicted.

18. ROOM ENTRY: If practical, WSCU will not enter a student's room unless accompanied by the student or his/her authorized representative. However, authorized personnel may enter a student's room for life, safety, or health-threatening

emergencies, to perform requested or preventative maintenance, to respond to a cry for help or the smell of smoke, to silence a disruptive noise, or with notice for the purpose of performing routine health and safety inspections. **Additionally, room entry will occur when University officials have probable cause to believe a search is necessary to resolve a life, safety or health-threatening situation or when federal law, state law, or University policy is being violated.** Property can be seized and removed from a resident's room if it constitutes an imminent danger or disruption to the resident or others, when the property is University owned, when the property violates Residence Life or University policy, or when the property is unauthorized - such as pets.

19. SOLICITATION: Residence Hall areas may not be used for any unapproved commercial enterprise. The Department of Residence Life reserves the right to limit commercial sales and solicitations in order to prevent disruption, to protect the safety and security of the students and to protect the students from commercial exploitation or for any other reason.

20. DISCIPLINARY ACTION: Disciplinary action may be taken against WSCU students and other individuals on University property for violation of federal, state, or local laws, and in the case where University rules, regulations and policies are violated. This may include, but is not limited to, such actions as monetary retribution, rescinding privileges, or any sanction necessary to maintain order and protect the rights of students, faculty and staff. A resident will be immediately suspended from occupancy if the University determines continued occupancy poses substantial risk or harm to the safety of the resident or others, or unduly interrupts legitimate operational processes of the University. If a student is removed from the residence halls as a disciplinary action, the housing deposit as well as all housing fees paid and owed under the terms of the contract will be forfeited.

21. BREAK HOUSING: Housing arrangements must be made with the Department of Residence Life during Thanksgiving Break and Spring Break. During Winter Break, only students in University apartments may make arrangements to stay on campus.

22. 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 student account.

23. SAFETY AND SECURITY: Residents shall comply with all Federal, and State laws as well as University rules and regulations and all safety and security procedures in University residence halls, including weapons policy, and shall not tamper with locked doors or admit unauthorized persons into buildings. Persons actuating false fire alarms, tampering with or removing firefighting equipment, or interfering with firefighters are subject to prosecution under Colorado status as well as disciplinary action by the University.

24. LIABILITY: WSCU is not liable for the loss, damage to, or theft of properties belonging to the students. Further, the University shall not be liable for any claims for damage by reason of any injury or injuries to any person or persons, or damage to property which in any way arises out of the use and occupancy of University housing. The student hereby agrees to hold WSCU harmless from all liabilities on account of or by reason of any such injuries, liabilities, claims, suits, or losses. Students are responsible for obtaining insurance coverage on personal property.

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

STUDENT NAME (please print)_____ STUDENT ID #_____

I have read, understand and agree to abide by all of the TERMS AND CONDITIONS as stated in the STUDENT HOUSING CONTRACT, as well as any rules, regulations and procedures governing on-campus student housing as published in the University Catalog, Student Handbook, or other official University publications.

STUDENT SIGNATURE: _____DATE: _____

PARENT OR GUARDIAN'S SIGNATURE (If student has not attained 18 years of age):_____ DATE: _____

Advisory Notice: This original signed contract will be kept on file in the Office of Residence Life. You are advised to make a copy to keep for your personal records. A copy of your signed contract may be requested if it becomes necessary for your review.