WESTERN COLORADO UNIVERSITY

Housing Lease and Contract

THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS. PLEASE READ CAREFULLY BEFORE ACCEPTING. YOUR WRITTEN OR ELECTRONIC SIGNATURE VIA STU# WILL OBLIGATE YOU TO THE TERMS AND CONDITIONS STATED BELOW.

1. STUDENT LIVE-ON REQUIREMENT: All students are required to live on campus for their first two years in attendance at Western Colorado University. First year students residing in community style residence halls are required to have double occupancy and a meal plan. Students in their second year may live in suite-style residence halls, with a required meal plan, with single room options if available. Second year students may also opt to live in apartment style housing, if available, where a meal plan is not required.

Exceptions to these requirements must be approved by the Director of Residence Life or designee 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 Western; (5) the student is an honorably discharged veteran.

Students who are enrolled during any part of a term and do meet these requirements will be assigned a space and required to pay all room and board charges associated with the space for the term. Students who fall below full time status after the first day of classes of their first semester at Western are still subject to the live on requirement for the full two years required, unless they fall into one of the categories listed above.

2. FALL/SPRING/SUMMER LEASE AND CONTRACT TERMS: This lease and contract is for a full academic year (Fall and Spring semesters) unless the student is entering into the lease and contract for the Spring Semester or Summer in which case it will be for the Spring Semester only or Summer only.

Students who are returning to Western for their second year must renew their lease and contract during an established renewal period during which they may provide their preferences of where and with whom they wish to live. Students who fail to renew their lease and contract for their second year on campus by the established deadline, but who remain enrolled at Western will be assigned housing where space is available after the conclusion of the lease and contract renewal period. This current housing lease and contract will be utilized for those students who fail to renew 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 Western to the student constitutes an offer of housing accommodations within the limits of available campus housing. The electronic or written signing of this lease and contract by the student/resident constitutes an acceptance of all terms and conditions and promise to pay all associated housing charges.

Returning students who are enrolled in summer classes or have a signed lease and contract for the fall semester are eligible for on-campus summer housing. Incoming first-year and transfer students are permitted to live on campus (based on availability) during the summer term if the student is enrolled in summer classes or the student is participating in a Residence Life approved event.
3. **HOUSING DEPOSIT**: The housing deposit reserves a bed space in University housing. The housing process will begin after the deposit and Housing Lease 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. Western 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 Western.

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. **LEASE AND CONTRACT TERMINATION/CANCELLATION:**
   A. A student may cancel/terminate their Housing Lease and Contract at any time under any of the following circumstances:
      - Marriage
      - Graduation
      - Military Duty
      - Untimely Death of an Immediate Family Member
      - Serious Medical Condition
      - Significant Financial Hardship (must have occurred after the lease and contract was signed)
      - Withdrawal from the University

   Notice must be provided to the Residence Life along with the appropriate documentation in order to be approved for the lease and 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 Lease and Contract.

   New incoming students Housing Lease and Contract will be considered null and void with no financial obligation if the student does not enroll at Western, however, any cancellation of this lease and contract made after July 1st will result in a forfeit of the housing deposit. Students, whether they have signed a lease and 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 lease and contract but who are registered for classes are subject to the same terms contained in this lease and contract.

   B. By the Student Prior to Occupancy: A student who has submitted a signed (electronic/written) lease and 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 Lease and Contract, that student will be held responsible for a portion of the room charges for the entire 2020-2021 academic year.

   The following schedule will be used to determine the charges assessed:
      - Prior to May 1st the student may cancel/terminate their housing lease and 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 lease and contract, however, the student will be assessed an amount equal to 15% of the entire lease and 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 lease and contract, however, the student will be assessed an amount equal to 25% of the entire lease and contract period (Academic Year) and the housing deposit is forfeited.

Students who have signed a lease and contract for the Spring Term only may cancel/terminate their lease and 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% of the entire lease and contract period (Spring Term Only) 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 entire lease and contract period (Spring Term Only) and the housing deposit is forfeited.

C. By the Student After Occupancy and Returning to the University for Spring Semester: 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) and who has completed two years of on-campus residency or is otherwise eligible to reside off campus 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 10% of their spring housing cost. The housing deposit is forfeited.

• Between September 1st and October 31st the student will be assessed 100% of the fall semester housing cost 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 semester housing costs 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. By the Student After Occupancy and Not Returning to the University for Spring Semester: A student who cancels/terminates their Housing Lease and Contract and is not returning to the University for Spring Semester will be assessed according to the follow:

• Prior to December 1st the student will be eligible to receive their housing deposit (minus eligible charges) and 100% of spring semester housing costs.

• Between December 1st and the last day of the semester the student will receive 100% of spring semester housing costs. The housing deposit is forfeited.

• After the last day of the semester and the student has not cancelled or removed personal items from room will be charged a $300 fee. The housing deposit is forfeited.

E. Termination of Housing Lease and Contract by the University: The University reserves the right to terminate a Student Housing Lease and Contract under the following circumstances; in all of these circumstances the deposit is forfeited and room and board charges for the entire lease and contract period remain in effect: A resident is found to have violated any rules or regulations listed in or referred to in this lease and contract, or in the Student Handbook, or in any other official University publication. If this lease and 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 lease and 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 outlined in section one of this lease and contract or if the University determines the student’s 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. REFUNDS: Students who officially withdraw from Western 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 University class schedule.

7. MEAL PLANS: First-year students living in the traditional residence halls must purchase either the Blue Mesa or Mountaineer meal plan. Second year, upper class, and transfer students residing in community style residence halls must also purchase either the Blue Mesa or Mountaineer meal plan. Students housed in Mears, Moffat, or Robidoux halls who are second year, upper class, or transfer students may purchase either the Blue Mesa, Mountaineer, or Crimson meal plan. Changes to meal plans cannot be made after the 3rd day of the semester at which time meal plans are non-refundable.

Students who live in campus apartments or live off campus are eligible for any of the meal plans and conditions outline above. Students who live in campus apartments or live off campus are also eligible for the voluntary Mountaineer 20, 40, or 80. These voluntary plans may be purchased at any time and may be added on again during the semester if the student runs out of meals. These plans carry over from fall to spring semester and are non-refundable.

8. RATES: Room and board rates are determined by Western, 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 lease and contract. The University reserves the right to adjust housing rates during the term of this lease and contract; rate increases will require a 30-day notice to students.

9. HOUSING SELECTION/ASSIGNMENT POLICY: First-year students will be assigned to rooms located in community style residence halls with community bathrooms. The Lifestyle Questions and Housing Preference sections in the online housing selection process are used to determine roommate matches.

Second year, upper class, and transfer students living on campus, will have the option of choosing a suite-style residence hall or apartment, based on availability. Western reserves the right to make temporary housing assignments and re-assignments as necessary.

10. VACANCIES: Prior to check-in or during an academic term, if a vacancy becomes available in a room or apartment, the assigned resident(s) of that room will have 48 hours to find a replacement. If no replacement is identified, or if the assigned resident(s) waive this right, Residence Life will fill the vacancy.

11. CHECK-IN AND CHECK-OUT: Each resident is considered checked in when they obtain a room key or are given access. Upon moving into the assigned room, the resident shall complete 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 5 p.m. on the last day of final exams each semester. Residents must vacate the premises within 24 hours after their last final exam or by 5 p.m. on the last day of final exams whichever comes first. Second year, upper class, and transfer students must receive permission to reside on campus over the break between semesters if they are registered for classes for the Spring Semester. Fees will be assessed for improper checkout.

12. ROOM CONDITION CONTRACT: All residents are required to review and accept the electronic Room Condition Contract (RCC) within 48 hours of check-in indicating any pre-existing room/inventory damages. If a student has not completed the RCC within this time, Residence Life will automatically accept the RCC and the student will be responsible for the condition of the room/items as listed in the system. The RCC will be reviewed on check-out and damage charges will be assessed as appropriate.

13. ROOM CHANGES: After August 1st, room changes will not be approved until two weeks after the start of the fall semester. There will also be no room changes after October 31st, due to incoming spring residents. After January 1st, room changes will not be approved until two weeks after the start of the spring semester.

There will be a $25.00 charge for any room changes. A resident may change rooms only after approval by the Resident Director (RD) of the hall. 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.

14. SINGLE ROOM AND CONSOLIDATING VACANCIES: Contingent upon availability second year, upper class, and transfer students may request a single room. Single rooms are not available for first year students. 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 at any time (consolidation may require the student to move rooms). Second year, upper class, and transfer students who refuse to move will be assessed the charge of the single room rate.

15. ROOM CARE: Students are responsible for removing waste materials in a proper manner, cleaning their rooms, and maintaining sanitary and safe conditions that 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 ensure compliance with University policies and to address issues of concern.

16. 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.

17. 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 the hall. Students are encouraged to carry their own personal property insurance, as they are fully financially responsible for their personal property and any damages caused to their personal property while on university property.

18. PETS AND ANIMALS PROHIBITED: Animals are not allowed in any University building or adjacent grounds, except for nonpoisonous, 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 $300.00.

19. ABANDONMENT OF PERSONAL PROPERTY: Residence Life, without liability, reserves the right to dispose of any personal property left on the premises five (5) calendar days after the end of the lease and contract term or other termination of this contract.

20. RESIDENT RESPONSIBILITIES: Students agree to observe all rules and regulations of the State of Colorado, Western Colorado University, and Residence Life, which are incorporated by reference into this document. The resident agrees to honor all terms and conditions stated in this Housing Lease and 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.

21. ROOM ENTRY: If practical, Western staff 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 physical and/or visual search is necessary to resolve a life, safety, or health-threatening situation or when federal law, state law, or University policy is being violated. Personal property can be searched, seized, and removed from a resident’s room if it constitutes an imminent danger, disruption or is violating policy and/or federal/state laws.

22. 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.

23. DISCIPLINARY ACTION: Disciplinary action may be taken against Western 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 housing lease and contract will be forfeited.

24. HOUSING OVER BREAK: Housing arrangements must be made with the Department of Residence Life during November Break and Spring Break. During Winter Break, only second year, upper class and transfer students may make arrangements to stay on campus. No food service is offered during breaks. All residents must sign up online through the housing portal.

25. LOCK CHANGE S/LOST KEYS: Lost room keys will result in the lock being changed. Cost of lock changes and key replacements will be charged to the resident’s student account.

26. 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.

27. LIABILITY: Western 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 Western 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.

Individual renter’s insurance or family homeowners insurance may provide coverage.

28. 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 HOUSING LEASE AND 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: ______________

IF STUDENT IS UNDER 18 YEARS OF AGE: By signing, I attest that I am the parent or legal guardian of the student named below, that the student and I have read, and agree to, the Western Colorado University Housing Lease and Contract terms and conditions and that the student has my permission to enter into this agreement. I understand this is a legally binding agreement.

PARENT/GUARDIAN SIGNATURE: ____________________________ DATE: ______________

(If student has not attained 18 years of age)

Parent/Guardian Cellphone number: ____________________________
Parent/Guardian Email address: ________________________________________________