



2019-2020 ACADEMIC YEAR COLORADO STATE UNIVERSITY – PUEBLO STUDENT HOUSING AGREEMENT

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Board of Governors of the Colorado State University System, acting by and through Colorado State University, Pueblo, Colorado, hereinafter identified as University, and (name of student, please print):

Last \_\_\_\_\_ First \_\_\_\_\_ Middle Initial \_\_\_\_\_ PID# \_\_\_\_\_

Hereinafter identified as Student or Resident:

WHEREAS, the Student has made reservation for living accommodations with CSU-Pueblo Student Housing, which is comprised of the Residence Halls and the University Village at Walking Stick Apartments (UVWS), and

WHEREAS, the Student has paid a \$150 non-refundable application fee for Student Housing and an additional restoration fee of \$100 if the student will be residing in UVWS, to the Residence Life and Housing Office, 4320 Walking Stick Blvd., Pueblo, Co 81001, and

WHEREAS, the University has assigned such accommodations to the Student in Student Housing for the ENTIRE academic year, including Fall and Spring Semesters or any remaining parts thereof, and

WHEREAS, All newly admitted First Year and Transfer students, under 21 years of age, with a home address outside of Pueblo County, who graduated high school or the equivalent in the preceding academic year are required to live on campus for two academic years (four (4) complete academic semester, excluding summer).

All newly admitted First Year, Transfer, and Returning students, under 21 years of age, with a home address outside of Pueblo County, who graduated high school or the equivalent two academic years prior are required to live on campus for one academic years (two (2) complete academic semester, excluding summer).

Students who violate this policy will be assessed the minimum housing and meal plan.

NOW, THEREFORE, University and Student agree as follows:

1. PAYMENT

This agreement is a legal and binding agreement with financial obligation. The term of this agreement is for the entire academic year. The student will pay the University the room and board rate (meal plan only applies to the Residence Halls, University Village at Walking Stick residents are NOT required to have a meal plan) as prescribed by the Board of Governors for each semester during the term of the contract. The initial rates are guaranteed for the academic year. Charges will begin the first day Student Housing officially opens. Semester charges for room and board will be billed to the student's University account per stated University billing guidelines. Initial \_\_\_\_\_

2. ELIGIBLE

To be eligible to live in Student Housing the Student must be enrolled in a minimum of twelve (12) academic credits per semester or (9) academic credits for graduate students. Initial \_\_\_\_\_

3. USE OF ROOM

It is understood that Student Housing and adjacent grounds are for the use of Student Residents and University guests only. Any other use including commercial enterprises must first be approved in writing by the Dean of Student Affairs or designee. Initial \_\_\_\_\_

4. GUESTS

An individual Residence Hall resident is permitted to have a maximum of three (3) guests in their room. UVWS residents can have a maximum of twelve (12) guests in their apartment at a time. Nonresident guests are permitted under the following conditions: the student host has permission of roommate(s) and suitemate(s) to have a guest and is responsible for the conduct of this guest; all guests must comply with University rules and regulations; overnight guests are limited to a maximum of three consecutive nights in a seven day period. Overnight guests are not permitted until classes begin each semester nor during the final examination period. Initial \_\_\_\_\_

5. WEAPONS/EXPLOSIVES

Deadly weapons are prohibited on campus, except for the exceptions stated in C.R.S. 18-12-105.5. No deadly weapons are allowed in Student Housing.

This includes any common areas, rooms, or offices. Student agrees not to possess or use any weapons or explosives in such areas, waives any legal rights related to the possession of weapons, and acknowledges they are prohibited. This waiver is voluntary, in exchange for living in CSU-Pueblo Student Housing, and applies even if Student has a lawful permit to carry a concealed firearm pursuant to C.R.S. 18-12-201 et.seq. This waiver also includes all rights that may be asserted by Student under the Second Amendment to the United States Constitution or Article II, Section 13 of the Colorado Constitution. Any possession or use of any weapon in CSU-Pueblo Student Housing may result in further action under applicable law or University disciplinary procedures. "Deadly weapon" means any of the following which in the manner it is used or intended to be used is capable of producing death or serious bodily injury: a firearm (handgun, automatic, revolver, pistol, rifle, shotgun, or other instrument or device capable or intended to be capable of discharging bullets, cartridges, or other explosive charges) knife, bludgeon, or any other weapon, device, instrument, material, or substance, whether animate or inanimate. Flammable liquids and explosives of any nature, including fireworks, are not permitted in the Student Housing. Students found in violation of this provision may have their Student Housing agreement terminated immediately and such violation may result in further action under applicable law or University disciplinary procedures. Initial \_\_\_\_\_

6. APPLIANCES

To help ensure a safe environment, the following appliances are permitted in the Student Housing: coffee pots, air popcorn poppers, pop – up toasters, hair dryers, electric shavers, radios, TVs, stereos and irons. A Microfridge is provided for each Residence Hall room; therefore microwaves and refrigerators and freezers are not allowed in the Residence Halls. UVWS residents are allowed to have 700 watt microwaves for their kitchen units only. No homemade electrical appliance will be permitted. You must provide an UL approved power strip with a self-contained circuit breaker if you plan to operate appliances in your room. Octopus plugs are not permitted. Additionally, residents must be present

when using any cooking appliance or iron in student rooms, apartment kitchens or hall kitchens.

Those items which are NOT allowed include but are not limited to: electric heaters, oil popcorn poppers, hotplates, toaster oven, "George Forman" or similar grills, open coiled or open flame appliances, deep fryers, convection ovens and any appliance with open heating element and torchiere lamps and neon lights. Also, only halogen lights with guards will be permitted (see approved appliances in the Residence Life and Housing Handbook) Initial\_\_\_\_\_

#### 7. FURNITURE

University property, including furnishings, must not be moved from the assigned area within the Student Housing without authorization of the Director of Residence Life and Housing or designee. All furniture assigned to student rooms must remain in the designated room. No furniture is to be removed from rooms or common areas. Any items i.e. clothing, bedding and belongings must be BUG FREE upon move-in to the on-campus residences. Students wishing to bring additional furniture such as a couch for University Village at Walking Stick must receive approval prior to bringing additional furniture into the apartment. Apartment students are NOT permitted to bring mattresses. Water-filled furniture is not permitted. Initial\_\_\_\_\_

#### 8. SALES/SOLICITATION

Sales and solicitations must be authorized in writing by the Director of Residence Life & Housing or designee. Door-to-door soliciting and advertising is prohibited. Initial\_\_\_\_\_

#### 9. PETS

The only pets allowed in Student Housing are non-threatening fish kept in bowls or in aquariums less than ten (10) gallons. Residents that have pets may have their Student Housing Agreement terminated. Assistance and Service Animals are allowed with proper approval obtained from the Disability Resource Office. A student needing a service or Assistance animal should contact the Disability Resource Office and the Office of Residence Life and Housing to make the arrangements at least thirty (30) days prior to moving into Student Housing. Initial\_\_\_\_\_

#### 10. ALCOHOL/DRUGS/MARIJUANA

Fermented malt beverages or intoxicating liquors are not allowed in the University Housing except as outlined in the Residence Life and Housing handbook. No illegal drugs are allowed in University Housing including residence halls and apartments. It is a violation of Federal Law to possess marijuana in any quantity and for any reason. Possession of marijuana and drug paraphernalia is strictly prohibited in Student Housing and on campus. This includes any possession of marijuana that may be legal under Colorado law, including use with a medical marijuana license or recreational marijuana use. Marijuana in possession of a student under 21 years of age in shall be seized and destroyed by law enforcement. Marijuana in possession of a student 21 years or older shall be destroyed by the student in the presence of two housing officials. The student shall be subject to disciplinary action pursuant to the Student Code of Conduct for any violation of this provision. Initial\_\_\_\_\_

#### 11. SMOKING

Smoking including electronic cigarettes and or vaporizers is not allowed in Student Housing. Initial\_\_\_\_\_

#### 12. ASSIGNMENT OF ACCOMMODATION

**Room Assignments** – Room and roommate assignments are made at the discretion of the University. Normally, priority for building and room assignment is based upon established capacities of Student Housing, residential academic programs, and

Interest Based Communities, as well as the date on which this agreement, the housing application, and application fee are received in the Residence Life Office.

Subject to the availability of space, the University allows assignment of accommodations according to requested preferences on a nondiscriminatory basis. However, the University does not guarantee assignments to a particular building or unit, academic/thematic community, type of accommodation, or with a specific roommate. The Student Housing available for occupancy during academic year are subject to change. Roommate requests are granted when space is available, the requests are mutual, and applicants are eligible for requested space. Initial\_\_\_\_\_

#### Special Accommodations or Needs Request -

Students with disabilities and/or medical conditions requiring special accommodations must contact the Disability Resource Office as soon as possible. Approval of special accommodations is contingent on appropriate documentation and the recommendation of the Disability Resource Office. The student should contact Residence Life and Housing to discuss housing options based upon any special needs request for an accommodation at least thirty (30) days prior to move-in day. Initial\_\_\_\_\_

**Reassignments** – The University reserves the right to make alternative assignment decisions or reassign students for such reasons as the University determines appropriate. These reasons include, without limitations: the uses of temporary accommodations when permanent space is not available, construction, renovation, and/or maintenance activities, roommate conflicts, health, safety, and/or security concerns, pending disciplinary action, and noncompliance with University regulations. Room reassignment, utility or facility disruptions, or class conflicts with meal serving periods, shall not result in the reimbursement or reduction of room and meal plan rates. Accommodations are assigned at maximum design capacity. Unoccupied rooms and/or spaces are reserved for use by the Residence Life and Housing. If a vacancy occurs in an assigned room/suite, the remaining resident(s) of the room agree(s) to accept other roommate(s) as assigned by the University, move to another open room or buy out the room as a single. Initial\_\_\_\_\_

**Room Changes** - Student requests to change rooms are honored only with advance and written approval from housing staff. All unapproved room changes will be subject to a \$50 fee as well as disciplinary action. Students may also be returned to their original room. Students who wish to change rooms after assignments will be assessed a \$50 room change fee for cleaning the room. Initial\_\_\_\_\_

**Consolidation** - The University reserves the right to consolidate single occupants residing in multiple capacity rooms. If the occupant is reassigned and does not move to a double room as requested, the occupant will be charged at the single room rate and may be subject to disciplinary action. Initial\_\_\_\_\_

#### 13. RIGHT OF ENTRY

The University recognizes the right to privacy. However, employees or designees of the University may enter a student's room without permission for health, safety, welfare, maintenance purposes, pest control, occupancy verification or in the event that there is reason to believe the student has violated or is violating University policies, Residence Life and Housing policies, state, local, or federal laws. Housing Staff members may enter a room in the event that a noise disturbance (i.e. alarm clock, loud noise, etc.) is

occurring in the absence of the resident, or to check the occupancy status of the room. Initial\_\_\_\_\_

**14. LIABILITY FOR PERSONAL POSSESSIONS**

The University assumes no liability for the loss, damage to, or theft of property belonging to the student. The University shall not be liable for 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 the Student Housing. This includes, but is not limited to: failure of electrical power, plumbing, sewer, or presence of snow, steam or the occurrence of leakage, explosion, fire, smoke, natural occurrences, law or government action, or any rule of regulation of any government agency. The student is responsible for obtaining personal property insurance. Initial\_\_\_\_\_

**15. ABANDONMENT – PERSONAL PROPERTY**

If a student abandons any personal property in the student room (or storage areas as applicable) following the termination of this Agreement and the checking out by the resident, such property shall be disposed of according to University procedures. (See Residence Life and Housing Handbook). Initial\_\_\_\_\_

**16. KEYS**

Each student is issued keys (student identification card) to their room and main entrances. Loss of keys during residency or failure to return the keys at time of check-out will result in charges being assessed to the student for a change of lock or replacement. Initial\_\_\_\_\_

**17. INTERNET SERVICES**

Internet service is available to each room. The student agrees to only use the internet for lawful purposes. Any violation of Federal, State and/or local laws, or a violation of any University Information Technology policies, the Student Code of Conduct policies in relation to use of the internet, or any other university policies is a violation of the agreement and will constitute of breach of this agreement. The student agrees to indemnify and hold harmless the agents, employees and assigns of the Board of Governors of the Colorado State University System, and Colorado State University-Pueblo against any claims arising out of or in relation to, the students' use of the internet. Initial\_\_\_\_\_

**18. DAMAGE LIABILITY**

The student is responsible for any damage they cause to University property and agrees to pay for the replacement or restoration of the property. Damage within the students' space or common areas is the joint responsibility of the students assigned to the space or common area unless individual responsibility can be determined. Damage charges will be assessed and charged to any accounts held by the University or a "hold" may be placed on transcripts or further registration until the account is paid in full. Initial\_\_\_\_\_

**19. DINING AND MEAL PLAN INFORMATION**

**All Residence Hall students are required to purchase a meal plan.** University Village at Walking Stick students are NOT required to have a meal plan. Each resident will be required to show his/her University I.D. card before receiving each meal. Food service privileges are non-transferable in part or in whole. Food service is not provided over the Break recesses. Should unanticipated adverse market and economic conditions arise, adjustments in the food service may be necessary. No refund is made for missed meals and missed meals are not transferable to others. When a student purchases a meal plan with flexible dollar plan, the dollar amount of the flexible dollar plan listed is for the entire semester. Students with special dietary needs are encouraged to talk with the food service manager for accommodations. Meal

plans may be changed any time prior to check in and up through the second week of the semester. Any meal plan exception must be approved in writing by Auxiliary Services. A Student whose Student Housing agreement is terminated will be assessed one half of the remaining meal plan. The only exception to this assessment is if the Student cancels the agreement pursuant to Section 24 or is released from the agreement pursuant to section 25. Initial\_\_\_\_\_

**20. FAILURE TO COMPLETE CONTRACT**

**This contract is binding for the entire academic year (Fall and Spring Semesters) or remaining portion.** Failure to complete the contract for any reason, including disciplinary removal from the University or Student Housing, will be considered a default of this agreement. No transfer of contract to another student is permitted. Initial\_\_\_\_\_

**21. CANCELLATION OF AGREEMENT BY STUDENT**

A Student may cancel this agreement prior to occupancy upon written notice of cancellation. The full deposit will be given only if the notice is received by the following refund schedule. Initial\_\_\_\_\_

Prior to check-in	100% Room Charge Refunds
First week of the term	80% Room Charge Refunds, if withdrawn
Second week of the term	60% Room Charge Refunds, if withdrawn
Third week of the term	40% Room Charge Refunds, if withdrawn
After the third week	None

**22. DEFAULT**

Default will occur if: (1) a Student fails to occupy Student Housing by the first day of each semester, unless written approval has been obtained by the Director of Residence & Housing or designee; (2) the student fails to pay the room rate and board rate as prescribed by the University billing guidelines; (3) the Student violates any term of this agreement; (4) the Student moves out of Student Housing prior to the end of the term of this agreement or (5) the Student is removed from Student Housing by the University. In the event of default the Student will be assessed the full amount of this agreement and will forfeit the deposit. Initial\_\_\_\_\_

**23. RELEASE FROM AGREEMENT PERMITTED**

Under the following circumstances the Student, after filing a written request to the Director of Residence Life & Housing or designee, may be released from this agreement without further financial obligation: (1) graduated, (2) withdrawn from the University (If the student withdraws from the University, the student agrees to vacate within 24 hours of withdrawing) (3) married or (4) there is a documented significant, unexpected and/or major change beyond the control of the student that occurred after signing the agreement and/or moving into the assigned space. The student will receive written approval or denial of the request within 30 days of submission. The Student's room and board and meal plan will be prorated to the time of official check out. Initial\_\_\_\_\_

**24. CHECK-OUT REQUIREMENTS**

Students checking-out of a room must complete all required procedures. These include cleaning of room, completion of room condition report (RCR), and turning in keys to the front desk of the student's assigned Residence Hall/UVWS Office. Charges will continue until check-out process is completed. Any student not remaining in on-campus housing for the Spring Semester must have completed all check-out procedures and removed their belongings from their room before 10:00 a.m. on the day the hall closes for Winter Break. Failure to complete the checkout

process will result in a \$50.00 late check-out penalty and daily prorated room-and-board charges. Initial\_\_\_\_\_

**25. HOUSING DURING BREAK PERIODS**

Student Housing will be closed for the break periods. Students may arrange for temporary housing during the break periods for an additional charge. Food Service is not available during this time. Students may leave their belongings in their rooms during the breaks at their own risk. Students living in UVWS must have prior approval to stay during the break.

On Thanksgiving and Spring Break, the Residence Halls will close on the Friday prior to the scheduled break. At the end of the semester, students must leave 24 hours after their last final examination or by 8am on the Saturday after the last final exam, whichever occurs first. Initial\_\_\_\_\_

**26. TERMINATION OF STUDENT HOUSING AGREEMENT BY THE UNIVERSITY**

The Director of Residence Life & Housing or designee, may immediately terminate or temporarily suspend this contract if the student and/or situation pose a direct threat to individuals and/or the community. The University reserves the right to terminate this contract for: failure to make payment of charges as required by this agreement; suspension or expulsion from the University; and/or disciplinary action. The University also reserves the right to terminate or suspend this contract for failure to comply with policies and rules contained in the following materials, which are made part of this Student Housing Agreement: Colorado State University – Pueblo Housing application, Residence Hall brochures and online documents, including the Resident Handbook, and Colorado State University – Pueblo Student Code of Conduct. If this contract is terminated by the University, the student will be subject to the financial penalties for terminating occupancy as stated in Section 25. Initial\_\_\_\_\_

**27. WITHDRAWAL/EVICTION NOTICE**

Should the student withdraw from the University for any reason or be removed from Student Housing, the student agrees to vacate Student Housing within 24 hours. Students who have completed final exams at the end of a semester and whose behavior is disruptive to other students will be required to vacate the university housing immediately. Initial\_\_\_\_\_

**28. EXCEPTIONS/TERMINATION**

Any exception to the contract must be requested, documented, and approved in writing by the Director of Residence Life & Housing or designee. The student agrees that the University may terminate this contract and take possession of the room for violation of the contract. Initial\_\_\_\_\_

**29. PEST CONTROL**

Pests can pose significant problems to people, property, and the environment. All universities are located in areas where pests can be present. Residence Life and Housing is committed to an effective and efficient response to residents 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. Residence Life and Housing reserves the right to enter and treat any living space as required for pest control/management. To report a pest sighting, residents must contact the front desk or the main office at 549-2602 as soon as possible. Residents will not be refunded housing charges when pest control is being done to their rooms, and residents may be moved to other housing as necessary, including on a permanent basis. Initial\_\_\_\_\_

**30. COMMITMENT TO DIVERSITY**

Colorado State University - Pueblo does not discriminate on the basis of race, age, color, religion, national origin, gender, disability, sexual orientation, gender identity, veteran status or disability, and complies with all Federal and Colorado state laws, regulations, and executive orders regarding affirmative action requirements and discrimination.

The students and staff of Residence Life and Housing at Colorado State University-Pueblo are a multicultural community of individuals. We are of diverse racial, ethnic, and class backgrounds and national origins. Our views encompass a broad spectrum of religious and political beliefs, and our sexual orientations differ. We are unique in that we strive to work and live together, and in the process, we can learn from one another in an atmosphere of positive contact and mutual respect.

We are committed to behaving and expecting others to behave in ways that demonstrate our beliefs about the respectful treatment of each member of our community. We believe that we are individually and collectively responsible for our behavior and are fully accountable for our actions. We must take initiative and responsibility for our own learning and awareness of the differences that exist in our community and avoid all actions that diminish others.

Bigotry has no place within our community, nor does the right to denigrate another human being on the basis of age, physical handicap, national origin, sexual orientation, race, gender, or religious affiliation. We do not tolerate verbal or written abuse, threats, intimidation, violence, or other forms of harassment against any member of our community. Likewise, we do not accept ignorance, anger, alcohol, or substance abuse as an excuse, reason, or rationale for such behavior. All of us who work and live in Student Housing community must be committed to these principles, which are an integral part of our purpose, values, and daily activities. We expect students to respect the rights of others and to be effective citizens of Student Housing and the Colorado State University - Pueblo community. Initial\_\_\_\_\_

**31. MENINGOCOCCAL DISEASE – INFORMATION - IMMUNITY**

Colorado State Law requires the following information to be provided to each new student residing in student housing, or, if a new student is under the age of eighteen years, to the student's parent or guardian. The vaccination is **voluntary**; the decision to vaccinate is one the student, parent(s) or guardian(s) should make in consultation with their family health care provider.

Meningococcal disease is a serious disease. Meningococcal disease is a contagious, but a largely preventable, infection of the spinal cord fluid and the fluid that surrounds the brain. Scientific evidence suggests that college students living in dormitory facilities are at a modestly increased risk of contracting meningococcal disease. Immunization against meningococcal disease decreases the risk of contracting the disease. Vaccinations may be available through your family health care provider, CSU-Pueblo Student Health Center, or your county health department. Please check with your health insurance to see if the vaccination is covered by your policy.

- I have reviewed the above information on **Meningococcal Disease** and:
  - Have received the vaccine
  - Will receive the vaccine
  - Will **not** receive the vaccineInitial\_\_\_\_\_

**32. PERMIT TO CARRY A CONCEALED HANDGUN WAIVER**

By signing this contract I am expressly waiving both my statutory and constitutional rights to possess a weapon and/or to carry a concealed handgun in Student Housing regardless if I possess a valid concealed handgun carry permit. I understand that possession of any weapon or a handgun in **any** Student Housing on campus is a violation of this Agreement and may result in my removal from the Student Housing. Initial\_\_\_\_\_

**33. MISSING PERSONS INFORMATION**

As required by federal law, every resident will be given the option of providing confidential contact information to be used in the event that the resident is reported to be missing. The confidential contact is not required to be a parent or guardian if the resident is 18 years of age or older. Parents or guardians will be called if the resident is non-emancipated and under the age of 18. Regardless of the student's age, law enforcement will be notified within 24 hours of the determination of a missing student. During the Student Housing 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. The university may disclose this confidential contact information to law enforcement officials for the purpose of a missing student investigation. Initial\_\_\_\_\_

I have read and agree to the terms of this contract.

This \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

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(Student Signature)

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Parent or guardian signature if student under 18 years of age

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Director of Residence Life and Housing