

- Your contract will be for two (2) academic semesters. The contract will begin on the Fall Semester move-in date and terminate on the Spring Semester move-out date. Please refer to <http://reslife.coloradomtn.edu> for official dates.
 - THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS AND IS ENFORCED UPON RECEIPT OF RESIDENCE LIFE APPLICATION AND SECURITY/DAMAGE DEPOSIT.
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Residence Life and Food Service Agreement – Year Agreement

Terms and Conditions:

Colorado Mountain College (“CMC” or the “College”) agrees to provide room and food service to the student in accordance with the following provisions:

Introduction

The student (the “Student”) who is or will be enrolled in a Colorado Mountain College certificate or degree seeking program as a student each semester of the entire academic year, or Guarantor of the Student if the Student is a minor, and Colorado Mountain College, Student Life and Housing hereby enter into this Residence Hall and Food Service Agreement (“Agreement”) in accordance with the terms and conditions set forth herein.

Upon acceptance of this Agreement by Student Life and Housing, it is legally binding on Student Life and Housing and the Student. The Student must abide by the terms and conditions of the Agreement including, but not limited to, the obligation to pay all amounts due for the full Agreement term.

I. ELIGIBILITY: Only College students, being duly admitted, or other persons authorized by the Director of Student Life & Housing in accordance with housing policies may reside in College housing. Students are required to be enrolled in and attend a minimum of twelve (12) live, graded, in-classroom credit hours each term. If students do not successfully complete a minimum of twelve (12) credit hours, they must formally petition to be readmitted to the College Residence Hall. Students must reach eighteen (18) years of age prior to or during the term of this Agreement and for health and safety reasons must be able to live independently and have ability to benefit academically. CMC reserves the right to terminate this Agreement if eligibility requirements are not met.

II. LIVE-ON REQUIREMENT: All new full-time students are required to live on campus for the first year and participate in a degree or certificate program of study with a full course load of a minimum of twelve (12) credit hours each term. Students who are 21 years of age or older prior to the first day of class, transferring with twenty-four (24) accepted college level credit hours, military veterans, married, living with children, or living with a primary relative (parent or legal guardian) at their permanent residence within a 60-mile radius of campus may be exempt from the live-on requirement upon review and approval of the exemption form. Requests for exemptions or exceptions must be submitted in writing with any supporting documentation to the Director of Student Life & Housing for review prior to August 1st or December 1st for Spring Applicants.

III. FINANCIAL RESPONSIBILITY: The student accepts full responsibility to pay all room and board fees and associated housing and dining fees assessed as a result of this agreement and/or receipt of services (e.g., residential program fees, Student Activity and

Technology fees, damages, 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 College debt file, resulting in a block on future registration for classes or the release of academic transcripts, and termination by the College of this agreement. If necessitated due to non-payment, the College may refer a delinquent account to an outside agency. If the student account is referred to 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 College, the College 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 College in satisfaction of that debt from tax refund amounts owed to the student, if any.

IV. OCCUPANCY: The student's specific assigned space cannot be guaranteed past 8:00 A.M. on the first day of classes each semester, but a space within the residence hall will be reserved and residents are responsible for the full contractual amount regardless of the actual day of move in. Students contracting for housing and food service any time after the first day of classes each semester will be charged on a prorated basis. Students graduating or transferring at the end of Fall Semester must mark the single semester box at the time of signing this Agreement in order to be released from Spring Semester obligation. The College agrees to provide accommodations and food service only after receipt of the following: (1) completed Application-Agreement, (2) \$300.00 required security/damage deposit in accordance with the instructions contained herein, and (3) payment of current semester room and board charges. The student should note that residence hall space is reserved on a first-come, first-served basis. The date on which all of the aforementioned items are received will establish priority. Execution of this Agreement does not guarantee space in the residence hall. Students for whom space is not available will be notified as soon as possible following receipt of their applications. Subject to the availability of space, the College will assign space according to student preferences, without regard to race, creed, color, sexual orientation, age, size, or ability; but the College does not guarantee assignment to particular types of accommodations or with specific roommates. Temporary, over capacity assignments may be necessary to accommodate more students. The College assigns roommates according to gender. The College reserves the right to assign or reassign space for the benefit of an individual student and/or living unit or where the College in its operations of the residence hall deems such assignment or reassignment necessary or appropriate. Students may not make their assigned housing available to anyone else at any time.

V. REASSIGNMENTS: Student Life & Housing reserves the right to make alternative assignment decisions or reassign the Student for health and safety reasons, as well as to address facility issues that may arise. These reasons include, without limitation: 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 College regulations. Room reassignment, and utility or facility disruptions, shall not result in the reimbursement or reduction of room and board rates and/or residential academic program fees referenced in this Agreement.

VI. ROOM CHANGES: Room changes must be authorized by Student Life & Housing.

VII. ROOM CONSOLIDATION: Student Life and Housing reserves the right to consolidate single occupants residing in multiple capacity rooms. Furthermore, when it is necessary

to assign a single occupant to a double room or to allow a single occupant to remain in a double room, such occupant may be charged at the single room rate.

VIII. ACCESS TO ROOMS: The College shall at all times during the term of this Agreement retain legal ownership and ultimate possession and control of the Student's room and/or College property assigned to such room. Student Life and Housing reserves the right to maintain and preserve the residence halls. The Student hereby understands and agrees that authorized personnel may enter the Student's room at any reasonable time 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; or to investigate potential policy violation(s). The Student hereby authorizes access by Student Life and Housing personnel when access is requested by any law enforcement officer possessing a facially valid search or arrest warrant.

IX. RESERVATION: Student Life and Housing reserves the right to refuse housing and dining privileges to the Student if the Student is delinquent in the payment of housing and/or dining bills, has demonstrated an unwillingness to abide by Residence Life and dining rules and regulations, or who exhibits behavior that is incompatible with the maintenance of order and propriety in the residence halls or dining operations.

X. ABANDONMENT OF PROPERTY: After a resident has been identified as a non-returner, the College will consider property left in the Residence Halls for a period of 5 business days as "abandoned property". The College retains the right to dispose of this property.

XI. FOOD SERVICE: All residential students are required to be on a meal plan. Food service operates during periods when classes are in session. The first meal of each semester will begin on the Friday before classes. The last meal of each semester will be on the Friday classes end as specified in the official College calendar. No meals will be served during vacation periods. No refund is available for meals not eaten. Uneaten meals are not transferable to others. Any resident student observed transferring or sharing meal(s) with non-paying persons may be subject to disciplinary action. No room and food services refunds will be initiated the week immediately preceding the end of any semester. Individual meal arrangements, such as special dietary requirements, cannot be guaranteed.

XII. VACATION PERIODS: This Agreement is for residence hall and food service during those periods of the year when College classes are in session. No meals will be served during Thanksgiving Break, Mid-Year (Holiday) Break and Spring Break vacation periods. Students may not occupy their room during the vacation periods between Fall & Spring and Spring & Fall Semesters unless approved by the Director of Student Life & Housing. Additional charges will be assessed for those approved for housing over the mid-year break between Fall and Spring semesters.

XIII. USE OF FACILITIES: Student housing and the furnishings therein are to be used in the manner for which they were designed. No College property, in housing or in any other facility on the College grounds, may be moved or taken without the written permission of the Director of Student Life & Housing. Any such unauthorized use may be subject to disciplinary action. The College specifically prohibits the operation of any business or commercial venture within the residence halls without prior written permission.

XIV. SECURITY/DAMAGE DEPOSIT: The housing deposit for this Agreement is \$300 U.S. dollars (the "Deposit"), which includes a \$50 non-refundable application fee (the "Application Fee"). The Deposit is not a rental payment and is not included in the rental amount. In addition, the Student will pay an Activity Fee per semester, which is non-

refundable after the date of check-in. This Activity Fee is used to fund various programs for residents throughout the academic year. When the Student agrees to return to student housing for the next consecutive year, the Deposit will be applied as the Deposit for the next consecutive housing agreement, and the Student will be billed separately for any cleaning and/or damage charges on his or her Student account. At the end of the final housing agreement term, the Deposit will be used to pay outstanding bills, including without limitation, charges for cleaning and/or damage. Thereafter, the remaining portion of the Deposit, if any, will be returned to the Student unless forfeited as otherwise provided in this Agreement.

XV. RESIDENCE HALL RATES, 2018-19: Final rates will be approved by the Board of Trustees in May/June and will be available on the Residence Life website during the first week of July.

Students who submit application and deposit for housing and dining prior to the first day of classes each semester are charged the full semester rate regardless of the date they check into their accommodations. Students who submit application and deposit for housing and dining on or after the first day of classes are charged on a pro rata basis.

XVI. ROOM CHANGE RATE ADJUSTMENT: The Student shall pay any additional charges incurred due to room change(s) to differently priced accommodations. The College reserves the right to increase rates for housing and food service upon written notice to the Student.

XVII. RESPONSIBILITY FOR DAMAGES: The College expects depreciation through normal use. However, students will be charged for damage or other loss incurred to the building, laundry facilities, furniture and equipment that is the result of their negligence or misconduct. Damage within student rooms is the joint responsibility of the students assigned to that room. Students in the wing/floor/building will be liable for damage above normal wear and tear to the public areas in the building under the following conditions: (1) responsibility for the damage cannot be assigned to the identified person (s); and, (2) there is reason to believe that responsibility for the damage lies among the residents of that particular living area.

XVIII. GUESTS: Residence facilities exist for students who are assigned to and pay for living accommodations. Guests of residents may only be accommodated overnight Thursday-Saturday, and with the permission of the Assistant Coordinator of Student Life 24 hours in advance. Guests are permitted under the following conditions: (1) the student host has permission of the roommate to have a guest, and is personally responsible for the conduct of the guest and any consequences which result, (2) all guests comply with College rules and regulations, and (3) guests limit their stay to no more than three consecutive nights, with a maximum not to exceed 12 nights per semester, unless prior approval is granted by the Assistant Coordinator of Student Life. Overnight guests are not permitted until classes begin each semester, during finals week periods or during special periods posted in advance. Any guest, whether day or overnight, must register with the Residence Life staff if occupying the building after 10 p.m.

XIX. COLLEGE LIABILITY: The College shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the student for any cause whatsoever, whether such losses occur in the student's room, storage room, public areas, elsewhere in the residence hall, or in baggage handling related to shipment or storage. Students are encouraged to carry their own personal property insurance.

XX. OTHER TERMS AND CONDITIONS OF OCCUPANCY: Occupancy in a residence hall is a requirement and an advantage extended to the student by the College. Occupancy in a residence hall is not a sanctuary from federal state or local law. Continuation of this privilege is dependent upon compliance with this Agreement, reasonable and satisfactory personal conduct and observance of College regulations. Student acknowledges that CMC may impose from time to time additional conditions or restrictions on student's occupancy if needed, in CMC's judgment, for the protection of the health and safety of all residents and other students. Student agrees to comply with any such conditions or restrictions.

A. Prohibited items include but are not limited to:

Weapons such as firearms, bow and arrows, knives over 3 inches, and sling shots.
Explosives such as fireworks, ammunition, and reactive chemicals.

Incendiary devices such as hot plates, space heaters, toaster ovens, halogen lamps, propane tanks, fuel, any cooking device without a sealed and enclosed coil, extension cords, incense, candles and toasters; as well as coffee makers and curling irons without an automatic shut off.

B. Prohibited actions include but are not limited to:

Creating a false alarm, tampering, damaging or in any way using fire protection equipment or safety apparatuses for other than its intended use. Altering of existing electrical, plumbing, case goods, dry wall, and communication lines.

No student regardless of age may possess, consume, or distribute alcohol, illegal drugs, controlled substances, or paraphernalia associated with the aforementioned items. This includes medical and recreational marijuana.

Personal assault, harassment, and/or battery of any individual on the CMC premises whether verbal, emotional, or physical in nature, will not be tolerated on any level. This includes threats, intimidation, endangering self or others and/or the use of physical force such as fighting to resolve conflicts between individuals or groups.

Stealing, possessing, or acquiring items that do not belong to you.

For an inclusive list of prohibited actions please see the residence hall handbook.

C. The Associate/Dean of Student Affairs or designee maintains the right to require a physical or mental health evaluation for those students whose actions and/or words threaten themselves and/or to further safeguard the well-being of other students and the College community. Appropriate law enforcement and mental health officials may be notified about such behavior.

XXI. INSPECTION, PRESERVATION, and REPAIRS: The College will not enter a student's room unless accompanied by the student, his/her authorized representative or a second authorized College representative. However, the College reserves the right to enter the student rooms for the purpose of inspecting the premises when an authorized agent of the College has reasonable cause to believe the following are occurring: (a) an occupant of the room may be physically harmed or endangered; (b) damage is being done to College property; (c) suspension or violations of College policy as stated in the College Catalog, the Student Handbook, the Residence Hall Handbook, or subsequent written notices; (d) a law is being violated; (e) housekeeping, maintenance and/or repair is necessary; or (f) an emergency is occurring. Students are personally responsible for restoring the room to the level of cleanliness at check-in. Students are financially obligated for the repair or reconditioning of the room. Students may not perform their

own repairs or hire any agreement or trades-person to do so. Prior written permission must be obtained from the Director or Assistant Coordinator of Student Life for any alterations.

XXII. TERMINATION BY THE STUDENT BEFORE OCCUPANCY: If the College has received an application and reserved space for the student in the residence hall and then the student refuses, fails, or elects not to move into the residence hall, the College shall have the right to permanently retain the entire \$300.00 security/damage deposit.

To terminate this agreement prior to occupancy, you must notify the Director of Student Life and Housing at the campus you applied to for housing. Notification must be in writing and, if mailed, the postmark on the envelope is used as the date of termination, or an e-mail sent to the campus Director of Student Life and Housing will be accepted on the date received by the appropriate Director. If the student notifies the Student Life & Housing department in writing of cancellation of this Agreement prior to July 15 (December 1 for Spring Semester applicants only), the College shall refund the full deposit, minus the \$50 application fee.

Termination by the student prior to occupancy results in the following penalties when written notification of termination is received by Student Life and Housing by the dates indicated.

- The security/damage deposit is forfeited after July 15th for Fall Semester and December 1st for Spring Semester applicants.
- As of the first day of classes, the applicant will be assessed a no-show cancellation fee equaling 15 percent of the room portion of the room and board charges for the entire 2018-19 (August-May) academic year (January-May for spring semester) whether or not an assignment has been communicated.

Note: The College requires that all freshman students live in a College residence hall carry a traditional meal plan for two academic-year semesters. Requests for permission to reside off campus for other reasons are considered on their own merit, taking into account individual circumstances. Petitions to be released from the freshman live-on requirement should be filed with the Student Life and Housing department. Cancellation of the agreement resulting from freshman release is subject to termination penalties.

The student may terminate this agreement before occupancy without the cancellation fee for 15 percent of the room portion of the room and board charges for the academic year or 15 percent of the room and board charges for the academic year **ONLY** for the following reasons:

- Graduation
- Withdrawal from the College, meaning a student is taking zero credits including matriculation, continuing education and online credits for Colorado Mountain College. If the student withdraws from the College, notice of withdrawal must be presented to Student Life and Housing department.
- If a student applies for housing on the Colorado Mountain College campus and later elects to attend another Colorado Mountain College campus.
- Documented severe personal problems that occurred after submitting the agreement and application and beyond the control of the student. If severe personal problems are cited, the student must make written petition to the office of Student Life and Housing. (The student will receive written decision of the petition generally within 10 College

business days of submission, and the student's housing and dining account will be adjusted accordingly.)

No Show/Failure to Check into Housing

The Student will be considered a "no show" if he/she has not occupied the assigned space by 5:00 p.m. on the first day of class. Failure to check-in and claim assigned housing space or make alternative arrangements for late move in by 5:00 p.m. on the first day of classes will result in cancellation of the Housing Contract herein granted. Student considered a no show will be assessed forfeiture of deposit and 15% of the semester room and board fees for the then current semester. Students considered a no show will be subjected to the loss of all previous payments and the enforcement of the full financial terms of this Housing Contract may result.

XXIII. TERMINATION AFTER OCCUPANCY: This Agreement is binding on the student for the entire academic year; the student may not terminate this Agreement without prior approval of the College. A student may not terminate this agreement in order to change place of residence to off campus accommodation.

If termination occurs for any reason, the student must officially check out (personally sign out of your hall at the front desk and have building and room access deactivated) at the residence hall office during business hours. Special arrangements must be made with the office staff for checkout at other times. Failure to check out properly may result in continuation of room and board charges.

- If a student's live-on requirement status will change as defined under Section 2 above, the student must indicate that by selecting the single semester option on the application at the time of submittal. Students who do not choose the single semester option or who are not eligible to select the single semester option are not eligible for early termination and remain liable for the full housing and board charges of this Agreement should the resident vacate the building. A resident who voluntarily vacates without withdrawing from the College is considered in breach of this Agreement and will be subject to forfeiture of the security/damage deposit as well as disciplinary action.

- A resident who voluntarily withdraws from the College must vacate the residence hall and the financial obligation will be reduced to current semester charges for housing and 25% of unused board charges if prior to November 15th. If a resident withdraws after November 15th there is no reduction in the Spring Semester housing charges, but Spring semester board charges will be reduced to 25%.

- Any resident who involuntarily vacates the residence hall due to non-payment, disciplinary violations, suspension or expulsion from the College, or other causes as covered in this Agreement shall remain 100% liable for full room and board charges throughout the current semester of the Agreement as well as forfeiture of the security/damage deposit. A resident who involuntarily vacates after November 15th shall remain liable for the Fall and Spring semester housing charges as well as 25% of spring board charges as well as the forfeiture of the security/damage deposit. Furthermore, students who are not exempt from the Live on Requirement will be suspended from their classes for the remainder of the current semester.

XXIV. TERMINATION BY THE COLLEGE: Upon reasonable notice and for good cause, the College reserves the right to terminate this Agreement. Examples of good cause include failure to comply with the terms of this Agreement such as: failure to pay tuition, fees or residence hall/food service charges; disciplinary action; failure to maintain full-time (12 credits) status; demonstrated unwillingness to abide by residence hall or dining hall rules and regulations; exhibits behavior not conducive to a favorable academic

environment; and/or suspension from the College. Reasonable notice of termination will normally be 72 hours.

Pursuant to their policies and procedures, the Student Life and Housing/Student Affairs offices are authorized to immediately exclude students from campus housing as a result of alleged or found misconduct. A housing exclusion issued by one of those offices terminates this agreement. In such event, the person will receive prior written notice from the appropriate office and a directive to vacate the premises. Failure to comply may result in additional action by the College. Pursuant to the terms of this agreement, the individual may be entitled to a refund for housing costs already paid. Any student who is found not responsible, or otherwise cleared by Student Life and Housing/Student Affairs offices 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 agreement and pay the requisite housing costs.

The Associate/Dean of Student Affairs, or designee, may immediately terminate or suspend this agreement if she/he determines 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 agreement.
- The student is no longer enrolled at the College.
- The student breaches any term or condition of this agreement.

The College may also terminate or suspend this agreement for failure to comply with policies and rules contained in the following documents, which are incorporated by reference and made a part of this agreement: Colorado Mountain College Residence Hall Application, the Residence Halls Policies and instructions contained online at

Colorado Mountain College Residence Hall Handbook:

http://coloradomtn.edu/wp-content/uploads/filebase/CMC_Residence_Hall_Handbook.pdf

Colorado Mountain College Student Handbook:

http://coloradomtn.edu/wp-content/uploads/filebase/CMC_Student_Handbook.pdf

If this agreement is terminated by the College, the student will be subject to the financial penalties for terminating occupancy stated in the above section titled "Termination of Housing & Dining Services Agreement by The Student After Occupancy."

If the College 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, Residential Program fees, etc.

XXV. APPEALS: Appeals regarding any terms of this Agreement or decisions of the Director of Student Life & Housing may be submitted to the Campus Dean of Student Affairs or their designee. A resident is entitled to one appeal of a decision.

XXVI. Miscellaneous: The parties agree that this agreement supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the residence halls. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. Accordingly, this agreement is

an integration of the entire understanding of the parties with respect to the matters set forth herein.

Digital Signature Agreement:

A. By digitally signing this Housing and Food Service Agreement, I am hereby contracting with Colorado Mountain College (referred to as the Agreement) for the **2018-2019 Academic Year**. I understand that the Agreement term begins when I occupy my assigned space for official opening prior to the first day of classes in the Spring Semester and ends at the official closing of the residence hall at the end of the Spring Semester.

B. My digital signature indicates that I have read and understand all the terms and conditions of this Agreement (including Sections I – XXIV) and agree to comply with them. I also understand that this is a legally binding Agreement. I understand that a Three Hundred Dollar (\$300) Housing Deposit is required at the time I submit my Agreement and that if I cancel this Agreement after the cancellation deadline (July 15th for Fall Semester and December 1st, for Spring Semester) I am forfeiting all of the Housing Deposit in accordance with the terms of this Agreement. In addition, I understand that if this Agreement is cancelled after occupancy due to withdrawal or suspension from the College, I will be responsible for room and applicable meal charges for the remainder of the term.