



2020 - 2021 Residence Life and Food Service Agreement

This document is your contract for on-campus housing at Colorado Mountain College. This contract is a legal and binding document with financial obligations enforceable upon receipt of the security/damage deposit.

This Agreement is between Colorado Mountain College, a statutory local college district ("CMC"), and the student applying for the residence halls (the "Student").

TERMS & CONDITIONS

Term: If a Student moves in for the Fall semester, the Term of this Agreement is two (2) academic semesters (Fall and Spring). If a Student moves in for the Spring semester, the Term of this Agreement is one (1) academic semester (Spring).

Students graduating or transferring at the end of the Fall semester must notify the Director of Student Life by e-mail and receive approval, prior to signing this Agreement, in order to be released from Spring semester obligation.

Students may not terminate this Agreement in order to change place of residence to off campus accommodations. Students that meet the live-on requirements and choose to move off campus for Spring semester will be responsible for the Spring semester's room charge and 25% of Spring board charges.

Students may not occupy their room during the Winter Break unless approved by the Director of Student Life & Housing. Additional charges will be assessed for those approved for housing during that vacation period.

Live-On Requirement: All new full-time students who do not meet one of the exemptions below are required to live on campus and participate in a degree or certificate program with a minimum of twelve (12) credits per semester unless or until one of the following exemptions are met:

1. Living with a parent/legal guardian at their permanent residence within a 60 mile radius of campus
2. Students 21 years of age or older prior to the first day of the semester
3. Military Veterans
4. Married students
5. Living with children
6. Twenty-four (24) college level credit hours earned or transferred/accepted before the start of the semester

Requests for exemptions to the live-on requirement must be submitted in writing on form provided by the College, with required supporting documentation, to the Director of Student Life & Housing a minimum of 3 weeks prior to the start of the semester.

Eligibility: CMC students or other persons authorized by the Director of Student Life & Housing may reside in College housing. Student's eligibility requires:

(1) Enrollment in a minimum of twelve (12) live, graded, in-classroom (except for online courses that are substituted for in-classroom courses by the College due to exigent circumstances affecting course delivery) credit hours each semester. Failure to maintain required enrollment may result in termination of this Agreement. Exceptions for students needing to take less than 12 credits (graduating, internship, etc.) may be granted by the Director of Student Life & Housing through an amendment to this Agreement.

(2) Students must reach eighteen (18) years of age prior to or during the term of this Agreement.

Financial Responsibility: The student accepts full responsibility and hereby agrees to pay all room and board charges and fees associated with on-campus housing assessed as a result of this Agreement, including but not limited to: Student Activity fee, residence hall technology fee, damages/cleaning and the Outdoor Leadership Center & Field House (Spring Valley only) by the scheduled due date. Failure to pay or make acceptable payment arrangements 4 weeks prior to the start of the semester will result in a hold being placed on the student's account and termination of this Agreement. Delinquent accounts may be referred to an outside agency and reported to national credit bureaus.

Room Assignment: This Agreement entitles you to an on-campus housing assignment, but not a specific room. The College reserves the right to assign or reassign space for the benefit of an individual student or where the College in its operations of the residence hall deems such (re)assignment necessary or appropriate. Reassignment or facility disruptions will not result in reimbursement or reduction of room & board rates.

Space is reserved based on the date this Agreement is signed and deposit received. Subject to the availability of space, the College will assign space according to student preferences on a nondiscriminatory basis as required by College policy or applicable law, but the College does not guarantee assignment to a particular type of accommodations or with specific roommates. The College assigns roommates according to gender unless "Gender-inclusive" housing is chosen.

Temporary, over capacity assignments may be necessary to accommodate more students.

After July 15 (Fall semester) and December 1 (Spring semester), completion of this Agreement does not guarantee space in the residence hall. If space is not available, the student will be notified as soon as possible following receipt of their application.

Room Changes & Consolidation: College reserves the right to consolidate a single occupant residing in a double room. If space is available, a single occupant may request to pay an additional fee to keep as a single room.

Room changes must be authorized by the College. Student may not make their assigned housing available to anyone else at any time.

Access to Rooms: The College retains legal ownership, possession and control of the student's room and the College property assigned to room. The College reserves the right to maintain and preserve the residence halls by entering the room for repairs, upgrades, modifications or other maintenance. CMC respects the need for, and the right to, the privacy of each resident. However, CMC reserves the right to enter and inspect rooms when the College has reasonable cause to believe that there might be life/safety/health emergencies, damage to College property, maintenance needs or requests, need to investigate potential policy or legal violation(s) or to allow access to law enforcement due to urgent security needs.

Use of Facilities: Student housing and furnishings are to be used in the manner for which they were designed. College property may not be moved or taken. Unauthorized use or removal may be subject to disciplinary action. College prohibits the operation of any business or commercial venture within the residence hall.

Please see Residence Hall Handbook for guest policy.

Rates: Current posted rates are subject to change as Academic Year rates are approved by the Board of Trustees. Final rates will be approved by the Board of Trustees annually and will be posted on the website when they become available. <https://reslife.coloradomtn.edu/new-students/costs/>

Rates for Students contracting after the start of the semester will be pro-rated.

Security/Damage Deposit and Fee: The security/damage deposit for this Agreement is \$250 (the "Deposit"). For students returning the following academic year, the Deposit will be held for the new contract period. The Student will also be responsible for payment of a \$50 non-refundable application fee.

At the end of the Term, the Deposit will be returned to the student's account to pay outstanding charges. Any remaining amount will be refunded to the student; unless forfeited as outlined in this Agreement.

Responsibility for Damages: The College will charge students for damage, or loss to College property if the College determines that such damage or loss is a result of the student's carelessness or misconduct. Damage within student rooms is the joint responsibility of the students assigned to that room. Community damage to property outside of the student rooms, above normal wear and tear, is a shared responsibility when damage cannot be assigned to a specific person. The College will retain the Deposit and reserves all rights to pursue action to collect actual value of the damages should the Deposit not be sufficient.

Student Conduct: By signing this Agreement, Student agrees to the terms and conditions in this document, all policies and procedures of the College, the Residence Hall Handbook and the Student Handbook and agrees to abide by such policies and procedures. Student can access handbooks here: <https://reslife.coloradomtn.edu/current-students/handbook/> which are incorporated herein by reference. A violation of any of these policies, procedures or handbooks can result in relocation, refusal of housing or dining privileges, termination of this Agreement, and/or other College action.

Termination by the Student Before Occupancy: To terminate this Agreement prior to your occupancy, you must notify the Director of Student Life & Housing via email. Termination by Student, prior to occupancy, results in the following:

Fall semester:

1. Termination received on or before July 15, the Deposit will be refunded.
2. Termination received after July 15, the Deposit is forfeited and shall be retained by the College.

Spring semester:

1. Termination received on or before December 1, the Deposit will be refunded.
2. Termination received after December 1, the Deposit is forfeited and shall be retained by the College.

No Show: A student will be considered a no show if he/she has not checked into the residence hall by 5PM on the first day of the semester and will result in cancellation of the Agreement. Each such student will be assessed a fee of 15% of the semester's room & board charges and forfeiture of the Deposit which shall be retained by the College.

Termination by the Student After Occupancy: Any student who voluntarily withdraws from the College must vacate the residence hall immediately and their financial responsibility is:

1. If withdrawal occurs during the Fall Semester, before November 15: Student will be financially responsible for Fall semester's room charge and 25% of Fall semester's unused board charges, plus forfeiture of the Deposit.
2. If withdrawal occurs during the Fall Semester, after November 15: Student will be financially responsible for Fall semester's room & board charges, Spring semester's room charge and 25% of Spring semester's board charges, plus forfeiture of the Deposit.
3. If withdrawal occurs during the Spring Semester: Student will be financially responsible for Spring semester's room charge and 25% of Spring semester's unused board charges. Deposit shall be returned to Student.

Termination by the College After Occupancy: The College may terminate this Agreement due to non-payment of tuition, room and board or fees, disciplinary violations or suspension/expulsion, failure to maintain eligibility or other reasons determined by policy and procedure. Upon such termination, the Student must vacate

the residence hall within 72 hours of such written notice*, except when appeal procedures are utilized, and Student's financial responsibility is:

1. If termination occurs during the Fall Semester, before November 15: Student will be financially responsible for Fall semester's room and board charge plus forfeiture of the Deposit.
2. If termination occurs during the Fall Semester, after November 15: Student will be financially responsible for Fall semester's room & board charges, Spring semester's room charge, 25% of Spring semester's board charges plus forfeiture of the Deposit.
3. If termination occurs during the Spring Semester: Student will be financially responsible for Spring semester's room and board charges. Deposit shall be returned to Student.

Students who are suspended from the Residence Hall and are not exempt from the Live-On Requirement will be suspended from their classes for the remainder of the academic year. Please reference the Student Handbook.

**The College may immediately terminate or suspend this Agreement if it is determined that the student &/or situation pose a potential danger to individuals &/or the community.*

Abandonment of Property: Upon termination of this Agreement, or Student's vacating of the residence hall, the College will consider property left in the residence hall for 5 days as "abandoned property". The College retains the right to dispose of this property.

College Liability for Student Property: 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, regardless of cause. Students are encouraged to carry their own personal property insurance to cover any damages or loss for which they are liable.

Food Service: All Students signing this Agreement are required to be on a meal plan and failure to pay for meal plans may result in the revocation of dining privileges and/or termination of this Agreement. Meal plans are non-transferable. Refunds are not available for uneaten meals. Meals will not be served during the Thanksgiving Break, Winter Break & Spring Break vacation periods. Please discuss specific medical dietary needs with the Director of Student Life & Housing.

Non-Discrimination: CMC does not discriminate on the basis of age, color, disability, gender identity, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status, and family and genetic information, in its programs and activities as required by Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and as provided in other applicable statutes and College policies. The College prohibits sexual and gender-based harassment, including sexual assault, and other forms of interpersonal violence. CMC will take appropriate steps to ensure that the lack of English language skills will not be a barrier to admission and participation in vocational education programs.

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. Occupancy is a privilege and a license to use the space, and 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. Student acknowledges that this Agreement grants permission to occupy a room, and does not create a lease of the room.

ACKNOWLEDGMENT & SIGNATURE

By digitally signing this Residence Life and Food Service Agreement, I understand and agree that:

1. I acknowledge that I am entering into a legally binding agreement.
2. I agree to be responsible for and to pay to CMC all applicable fees associated with this Agreement.
3. I acknowledge that I have read, understand and agree to the terms of this Agreement.
4. I agree to read the Residence Hall Handbook and CMC Student Handbook prior to check-in and agree to abide by all rules contained within.
5. The parties agree that this Agreement supersedes any/all prior written or oral agreements and there are no agreements between the parties as except as set forth herein.
6. I agree to comply with all local, state and federal laws.