

**THIS IS A LEGAL AND BINDING DOCUMENT WITH FINANCIAL OBLIGATIONS.
PLEASE READ CAREFULLY BEFORE SIGNING.**

This Contract may be signed electronically at the time of application. If it is submitted electronically, a hard copy does not need to be mailed to Residence Life. If not signed electronically, email the signed Contract to reslife@coloradomesa.edu or mail the signed Contract to: Colorado Mesa University Residence Life, 1100 North Ave, Grand Junction, CO 81501

I have read and agree to the terms of this Contract. _____

Student Signature

Date

Student ID Number _____ Signature of Parent if student is a minor _____

I agree to be bound by all terms of this agreement as co-signer and guarantor (the "Guarantor").

I. INTRODUCTION

The above named student (the "Student") who is or will be enrolled in a minimum of 9 credit hours, in a certificate or degree seeking program at Colorado Mesa University or Guarantor of the Student if the Student is a minor, and the Board of Trustees of Colorado Mesa University, acting by and through Colorado Mesa University, Residence Life ("Residence Life") hereby enter into this Student Housing and Dining Contract ("Contract") in accordance with the terms and conditions set forth herein.

Upon acceptance of this Contract by Residence Life, it is **legally binding on Residence Life and the Student**. The Student must abide by the terms and conditions of the Contract including, but not limited to, the obligation to pay all amounts due for the full Contract term. Acceptance of this Contract by Residence Life shall occur upon receipt of all of the following: (i) the Student's housing application; (ii) Pre-payment; and (iii) this Contract signed by the Student or Guarantor.

II. CONDITIONS AND TERMS OF THIS CONTRACT

Colorado Mesa University Student Residency Requirement

The University requires that all students admitted as new freshmen and transfer students who graduated from high school less than two years before their term of CMU/CMU Tech enrollment live in a residence hall for four semesters, subject to availability of space, unless they request and are granted an exemption prior to fulfilling the four-semester requirement. All students who meet the criteria in the sentence above agree to submit either a Housing Application or Housing Policy Exemption Request annually prior to the academic year. Information about who qualifies for an exemption can be found on the Residence Life website. Students who violate this policy will be assessed the minimum housing and meal plan.

Colorado Mesa University will prioritize students who are required to live on campus. Students who are no longer required to live on campus may still apply for on-campus housing but may be waitlisted until August 1st. Colorado Mesa University will assign wait listed applicants beginning August 1st based on space available.

The residence hall schedule of rates and all Colorado Mesa University policies and procedures are incorporated herein and made a part of this Contract by reference. These rates and policies may be found on our website: www.coloradomesa.edu/residence-life

Acceptance of this Contract does not constitute or guarantee admission to Colorado Mesa University. Assignment to on-campus housing and liability for any amounts due hereunder except the Application Fee (as defined below) are conditional upon final acceptance for admission by the University. Note: Application for admission to the University and application for Residence Hall or Apartment accommodations are separate transactions acted upon separately by the University.

Submission of this Contract and the Application Fee by the Student does not guarantee that the Student will be assigned to on-campus housing. Qualified students for whom space is not available will be placed on a waiting list and notified of this status. In making assignments off of any waiting list, the University will prioritize students who are required to live on campus. If the Student is not assigned housing, the Student will not be liable for any amounts due hereunder.

This Contract is for the Student only and may not be assigned to another party.

III. DURATION/TERM

A. **TERM** - The University will determine the available period of occupancy for each academic semester, including dates by which the Student will be allowed to move into the residence hall and by which the Student must vacate the residence hall. Dates will be published at coloradomesa.edu/residence-life each semester.

B. **RECESS PERIODS** - The Student may occupy his or her assigned room during fall break, Thanksgiving break, winter break and spring break with no additional charge as long as the student registers with Residence Life as instructed by email. Dining Service is *not* available outside the Fall and Spring class and finals dates. If a student elects to remain in their room over a break and then subsequently does not return to the residence halls for the following semester after the break, they will be charged a prorated housing rate from the date the prior semester ends until they officially check out.

C. **SUMMER SEMESTER** - An additional charge will be assessed for housing occupied between the summer and fall semesters. **Students must apply separately for summer housing through Residence Life.**

IV. ASSIGNMENT / ROOM / ACCESS / DINING SERVICES

A. **ROOM ASSIGNMENT**- Residence Life assigns rooms and roommates without regard to race, color, national origin, religion, gender, sexuality, disability and familial

status. Assignment priority is based on date of receipt of the Colorado Mesa University housing application, Pre-payment, executed Contract, and exemption status. Requests for roommates must be mutual and are granted on a space available basis. Residence Life does not guarantee assignments to a particular building or unit, type of accommodations or with a specific roommate. Residence Life reserves the right to make room assignments for those required to live on campus through August 1st prior to fall semester. Students must be registered in order to check in for any semester.

B. **REASSIGNMENTS** - Residence Life 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 University regulations. Room reassignment, and utility or facility disruptions, shall not result in the reimbursement or reduction of housing and dining rates and/or residential academic program fees referenced in this Contract.

C. **SPECIAL ACCOMMODATIONS OR NEEDS REQUEST**- Students with disabilities and/or medical conditions requiring special accommodations must contact Residence Life as soon as possible. Approval of special accommodations is contingent on appropriate documentation and the recommendation of Student Services. The student should contact Residence Life to discuss housing options based upon any special needs request for an accommodation at least thirty (30) days prior to move-in day.

D. **ROOM CHANGES** - Changes to room and or bed assignments must be authorized by Residence Life.

E. **ROOM CONSOLIDATION** - Residence Life reserves the right to consolidate occupants residing in multiple capacity rooms, semi-suites, suites and apartments. Furthermore, at any time a resident is found to be occupying space in which they are not assigned (ex: both sides of a double room) they are violating University policy, subject to conduct violation procedures and ultimately responsible for the housing charges for any space in which they occupy.

F. **ACCESS TO ROOMS** - The University shall at all times during the term of this Contract retain legal ownership and ultimate possession and control of the Student's room and/or University property assigned to such room. Residence Life 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 Residence Life personnel when any law enforcement officer possessing a facially valid search or arrest warrant requests access.

G. **RESERVATION** - Residence Life reserves the right to refuse housing and dining privileges to the Student if the Student 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 or is delinquent in the payment of housing and/or dining charges.

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

I. **DINING SERVICES** - Students living in the traditional, suite and semi-suite residence halls are required to purchase a dining plan. **Apartment** residents have the option of purchasing a dining plan or not.

V. RATES / PRE-PAYMENTS / REFUNDS

A. **PAYMENT** - The Student is responsible for payment of all required charges, pre-payments, and fees. **Housing and dining will not be prorated if the Student checks in late.**

B. **PRE-PAYMENTS/FEES** - At the time of application, \$200 is due to the University. This \$200 consists of the housing pre-payment of \$150 (the "Pre-payment"), and a \$50 non-refundable application fee (the "Application Fee"). **The Pre-payment is a housing payment and will be applied towards the first semester housing charges.**

C. **ACTIVITY FEE** - In addition, the Student will pay an Activity Fee of **\$30** per semester that is **non-refundable after the date of check-in**. This Activity Fee is used to fund various programs for residents throughout the academic year.

D. **OTHER CHARGES** - Students will be billed separately for any cleaning and/or damage charges on his or her Student account. Fines are assessed by Residence Life Professional Staff members within one week of the Student checkout by a Resident Assistant. Resident Assistants are not responsible for assessing cleaning and damage fines.

E. **ROOM CHANGE RATE ADJUSTMENT** – The Student shall pay any additional charges incurred due to room change(s) to differently priced accommodations. The University reserves the right to increase rates for housing and dining upon written notice to the Student.

F. **ROOM/ BOARD RATES** – Current year room rates for Residence Life are listed online. Rates for all assignments are set by the Board of Trustees (at June meeting), and applicants will be informed of the new rates after that meeting.

VI. G. RESIDENCE LIFE BILLING APPEALS – The final day to appeal charges is the last day of the of the following semester. EXEMPTION AND CANCELLATION REQUESTS

REQUESTING AN EXEMPTION - Prior to occupying their assigned room, a Student may request an exemption from living in a residence hall by submitting a complete Exemption Request form to Residence Life at least 14 days prior to the official start of classes. Prior to June 1, a student may request an exemption without financial penalties. Exemptions will not be granted after the Student occupies their assigned room. Exemptions will be considered for Students:

- Requesting to live with a parent, guardian, grandparent, aunt or uncle, at their permanent address in Mesa County;
- Requesting to live off campus while enrolled in only online classes;
- Requesting to live off campus due to a profound medical condition that prohibits residing on campus;
- Requesting to live off campus due to extreme financial hardship.

A. **CANCELLATION/ EXEMPTION** – Prior to occupying their assigned room, a student may withdraw their application to live in the residence halls by submitting an Exemption Request form to Residence Life at least 14 days prior to the official start of classes. An Exemption Request will be considered for Students who are not required to live on campus, for example, because they have graduated, withdrawn from the University prior to the semester, or already have lived on campus for four or more semesters. Starting June 1, any student approved an exemption will receive a late exemption fee.

- June 1 to June 30: \$250 late exemption fee
- July 1 to July 31: \$500 late exemption fee
- August 1 or later: \$1,000 late exemption fee

B. **APPROVAL** – Residence Life will notify the Student if their Exemption Request is approved, typically within one week. Requesting an exemption does not guarantee exemption will be granted. Students granted an exemption will not be assigned a room in a residence hall or be responsible for housing and dining charges for the period covered by the Exemption Request. An approved Exemption Request shall terminate this Contract.

C. **REFUNDS/FEES** - The Student's \$150 Pre-payment will be refunded only if the Student submits a complete Exemption Request prior to **May 1** for contracts beginning fall semester and **December 1** for spring semester. For any Exemption Request submitted after **July 31** for contracts beginning fall semester or **January 15** for contracts beginning spring semester, a Student shall be responsible for a late exemption fee of \$300 to offset administrative and other expenses.

VII. CONTRACT TERMINATION BY THE STUDENT AFTER OCCUPANCY

To terminate this Contract after occupancy, the Student must submit an Exemption Appeal. Exemption Appeals will be considered until the last day to officially add/drop a full semester course. Exemption Appeals will be considered for the following major life/academic changes:

- Pregnant
- Married
- Significant illness or injury
- Withdrawing from CMU after occupancy
- Significant financial change

If an Exemption Appeal is approved, the student shall pay a prorated housing charge through their official check out date and must leave housing within 48 hours of written approval.

A. **If termination occurs for any reason, the Student must officially check out with the Residence Life staff in his or her hall/apartment.** Failure to check out properly may result in continuation of housing charges. To terminate this Contract after occupancy, the Student must complete an Exemption Appeal and receive approval from Residence Life prior to checking out. The University will approve the Student's Exemption Appeal if it meets the criteria that the Exemption Appeal sets forth. The Student can submit an Exemption Appeal for the reasons outlined on the Housing Exemption page at <https://www.coloradomesa.edu/residence-life/services/contract-policies.html>. If the University denies the Student's Exemption Appeal, and the Student checks out without approval, Residence Life reserves the right to continue to assess housing and dining charges. If the Student withdraws from the University, official checkout from the hall/apartment must occur within 48 hours.

B. **OFFICIAL CHECK OUT** - The Student is not officially checked out of the residence hall until all of the following occur: (1) all personal property has been removed from the room, (2) the room has been cleaned, (3) a formal check out has been completed with Residence Life staff, and (4) all keys have been turned into a Residence Life official. **The Student is liable for all housing and dining charges, regardless of occupancy, until the day the Student properly checks out with an official of Residence Life.**

C. **HOUSING CHARGES AND/OR REFUNDS** – Refunds of housing charges, upon receipt of appropriately approved withdrawal notice for any reason other than disciplinary action, will be based on the following schedule.

1. If the Student is enrolled in an orientation program, class, sports program or any other University-sponsored program that requires the Student to check into the residence halls or apartments before the first day of the semester, additional housing charges will be assessed for the designated dates of the program.
2. If the Student is given permission to check in prior to the official opening, and cancels prior to official opening, the University shall retain the Activity Fee and the Pre-payment, and the Student shall pay prorated housing charges to the nearest billing cycle based on the official date of check out.
3. If the Student withdraws during the first week through the last day to officially add/drop a full semester course, the University shall retain the Activity Fee and the Pre-payment, and the Student shall pay prorated housing charges to the nearest billing cycle based on the official date of check out.
4. If the Student withdraws from the University after the last day to officially add/drop a full semester course, the University shall retain the Activity Fee and the Pre-payment and the Student shall pay the total semester housing charges.
5. If the Student is given permission by Residence Life to terminate this Contract effective with the following spring semester, the University shall retain the Pre-payment. The Student must move out by the last day of finals for fall semester or be charged a prorated housing charges until an official check-out has been performed with a Residence Life official.

D. **DINING CHARGES AND/OR REFUNDS** – The Student may change their dining plan during the first two weeks of any semester.

1. Beginning the first week and before the last day to officially add/drop a full semester course, refunds may be awarded based on the official date of check out. The University shall refund dining charges prorated to the nearest billing cycle. The University does not refund any unused MAVMoney.
2. Following the last day to officially add/drop a full semester course through the end of the semester, the University shall retain the total semester dining charge.
3. If Student is given permission by Residence Life to terminate this Contract effective with the following spring semester, no charges shall be assessed to the Student for the spring semester dining plan if the Student officially checks out prior to the last day of finals for fall semester.

Misuse or fraudulent use of dining and associated identification cards may result in suspension or cancellation of the Student's dining privileges without refund and/or other disciplinary action.

VIII. CONTRACT TERMINATION BY THE UNIVERSITY

Residence Life may terminate this Contract after serving the Student with a written notice to vacate the premises, and require the Student to vacate for the following reasons:

- A. Noncompliance with the rules and regulations of the residence halls, University policies, local laws, or federal and state laws. **If the termination of this Contract is based upon a disciplinary action, the Student shall remain liable for housing and dining charges due hereunder for the then-current semester. Upon termination of this Contract, the Student shall vacate housing and the dining will be canceled. Moreover, no previously paid charges or pre-payment shall be refunded to the Student in such cases.**
- B. Damage from fire, smoke or other causes.
- C. Failure to pay housing or any other charges when due. **If the Student does not pay the first or any subsequent installment of his or her housing or other charges when due, at the University's option, the Student may be assessed the charges set forth in Section VII hereof, in addition to the University's other remedies hereunder.**
- D. **Noncompliance with and/or breach of this Contract.**
- E. Closure of the University due to federal, state or local law or public health order. Depending upon the circumstances of the closure, the University reserves the right in its sole discretion to determine a refund.

IX. STUDENT RESPONSIBILITIES

A. The Student agrees to obey the University's and Residence Life's guidelines, standards, and regulations, as well as to comply with the terms and conditions of occupancy set forth in the policies outlined in the [Colorado Mesa University Catalog](#), [Maverick Guide](#), and on the [University website](#) at www.coloradomesa.edu/residence-life, all of which are incorporated into and made a part of this Contract by reference. It is the **Student's responsibility** to familiarize him or herself with these regulations and standards. **NOTE:** Violation of any such regulations and standards may result in fines, sanctions, probation, termination of this Contract, suspension or expulsion from the University, or any combination thereof.

B. **DAMAGES** - The Student is financially responsible for the cost of replacement or repair of any breakage or damage to his or her room or furnishings, or any other damage for which the Student is responsible.

C. **INSURANCE** - The University and/or Residence Life is **NOT** responsible for loss, damage, or destruction of the Student's personal property. **Purchasing or arranging for personal property insurance (i.e., "renter's insurance") coverage is the Student's responsibility and strongly encouraged.**

X. INDEMNIFICATION

The Student shall indemnify, save, and hold harmless the University, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Student pursuant to the terms of this Contract.

XI. PENALTIES

Any and all collection costs incurred by the University in closing the Student's account will be assessed to the Student and will become part of the Student's total financial

obligation to the University. If the account is not satisfied within thirty (30) days of the last day the Student occupied the residence hall, the account will be sent to a collection agency.

XII. MENINGITIS

Each new student residing in University housing is required by Colorado state law to notify the University of his/her meningococcal vaccination status. Said students are required to make this notification on the housing application indicating whether or not the Student has received a meningococcal vaccination. 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.
- If the Student chooses not to be vaccinated for Meningitis and an outbreak occurs, the Student will be required to move off campus at their own expense and continue to pay on campus housing and dining fees.

To receive the immunization against meningococcal disease, students should check with their own health care provider, their local health department (for a list of the local public health agencies in Colorado, go to www.cdphe.state.co.us/oll/ocallist.html), or the Colorado Mesa Student Health Center.