

CNCC STUDENT HOUSING CONTRACT

TERMS AND CONDITIONS OF OCCUPANCY

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

I. CONDITIONS AND TERMS OF THIS CONTRACT

ELIGIBILITY-Freshman students who are single, under 21 years of age and not residing with their parents, guardians, or close relatives in the Rangely area are required to live on campus. Any exceptions to this policy must be approved by the Director of Student Life.

The undersigned, who is or will be enrolled in a Colorado Northwestern Community College certificate or degree seeking program as a full-time student each semester of the academic year, the "Student" and Colorado Northwestern Community College, the "Student Life Department" hereby enter into this Student Housing Contract "Contract" in accordance with the terms and conditions set forth herein.

Upon acceptance of this Contract by the Student Life Department, it is legally binding on the Student Life Department 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.

The residence halls schedule of rates, all CNCC publications, policies, and procedures and the Student Handbook are incorporated herein and made a part of this Contract by reference.

Acceptance of this Contract does not constitute or guarantee admission to Colorado Northwestern Community College. Assignment to on-campus housing and liability for any amounts due hereunder except the application fee are conditional upon final acceptance for admission by the College.

Acceptance of this Contract 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. A student who is not assigned to on-campus housing will not be liable for any amounts due hereunder except the application fee.

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

II. DURATION OF THE CONTRACT TERM

- A. **FULL ACADEMIC YEAR** - The terms and conditions of this Contract are for the full academic year, commencing with the fall semester and ending at the termination of the spring semester. This Contract shall remain in full force and effect for the remainder of the academic year if the Student occupies the assigned space after the beginning of the fall semester. The Contract ends on the last day of the spring semester of the academic year in which the Student lived or is living in the residence hall, unless otherwise provided herein.
- B. **RECESS PERIODS** - This Contract does not provide housing during the winter break between fall and spring semesters. Residence halls will be closed during this break. An additional charge may be assessed for housing occupied during the break. Exceptions must be approved in advance and in writing by the Director of Student Life.
- C. The Student is liable for all applicable rates, deposits, and fees due for the full term of this Contract regardless of occupancy.

III. APPLICATION/ROOM/ACCESS

- A. This Contract will be processed regardless of the status of the Student's admission to the College. If admission to the College is denied, it is the Student's responsibility to notify the Student Life Department. Failure to do so will result in the forfeiture of deposit in accordance with Sections IV.D. and X. A and B hereof.
- B. **ROOM ASSIGNMENT** - The Student Life Department assigns rooms and roommates without regard to race, religion, disability or national origin. Assignment priority is based on date of receipt of the CNCC Housing Application Form and Student Housing Contract, accompanied by the \$100 housing deposit.
- C. **ROOM PREFERENCES** - Assignments to preferred rooms are contingent upon availability and are not guaranteed. If the desired space is not available, the Student will be assigned to any available space. This Contract will not be terminated if the desired space is unavailable. Requests for roommates should be submitted simultaneously by both parties.
- D. **REASSIGNMENTS** - The College reserves the right to make temporary assignments and to assign or reassign accommodations for the benefit of the College, the Student, or a living unit.
- E. **ROOM CHANGES** - Room changes must be authorized by the Director of Student Life or Hall Director.
- F. **ACCESS TO ROOMS** - The College 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 College property assigned to such room. The Student Life Department reserves the right to maintain and preserve the residence halls. The Student hereby understands and agrees that Student Life personnel and/or College facilities personnel may enter the Student's room at any reasonable time for safety inspections, maintenance, cleaning, inventory, emergencies, pest control, occupancy verification and/or general repair. The Student hereby authorizes Student Life personnel to allow access to the Student's room when access is requested by any law enforcement officer possessing a facially valid search or arrest warrant.

IV. RATES/DEPOSITS/REFUNDS

- A. **PAYMENT** - The Student is responsible for payment of all required rents, deposits, and fees. Payments must be received on or before due dates. No refunds of room or board are granted if the Student checks in late.
- B. **DEPOSIT USE** - The deposit is a reservation fee and Contract agreement. Since the deposit is a reservation and Contract security rather than a cleaning/damage deposit, charges cannot be made against the deposit during the Contract term. The deposit is not a rental payment and is not included in the rental amount. At the end of the Contract term, the deposit shall be used to pay outstanding bills to the College for which the Student is responsible. If the Student contracts to return to on-campus housing, the deposit may be extended as the reservation fee for the new Contract. The Student will be billed for any cleaning/damage charges if the deposit is extended.
- C. **DEPOSIT AMOUNT** - The housing deposit for this Contract is \$100.
- D. **DEPOSIT REFUND** - The Student's housing deposit will be refunded only as follows:
 - 1. A full refund will be granted if written notice of cancellation of this Contract is postmarked and mailed to the Student Life Department by June 30 for Contracts beginning Fall semester and December 1 for Contracts beginning Spring semester. If an application is received after June 30 or December 1, written notification of cancellation must be received within two weeks. If written notification is received after the above deadlines then the \$100 housing deposit will be forfeited.
 - 2. If all provisions of this Contract have been complied with, and no cleaning/damage charges have been assessed, the deposit will be refunded within thirty (30) days after termination of the Contract.

V. CONTRACT TERMINATION BY THE COLLEGE

- A. Failure to pay room and board or any other college charges when due. Students who do not pay the first or any subsequent installment of their rent or other charges when due may, at the College's option, be assessed the penalties set forth in section X hereof in addition to the College's other remedies hereunder.

Failure to pay housing charges when due will also result in a hold being placed on the Student's official transcript and prevent subsequent registration at the College.

- B. Damage from fire, smoke or other causes making the premises unlivable.
- C. Noncompliance with the rules and regulations of the residence halls, College policies, local laws, or federal and state laws where applicable.
- D. Withdrawal from school. A student must vacate institutional housing and cease using institutional dining facilities after they withdraw, are withdrawn by CNCC, or drop out or be liable for room and board charges beyond their last date of attendance.

If the termination of this Contract is based upon a disciplinary action the Student shall remain liable for all room and board charges due hereunder for the then current semester. Moreover, no previously paid room or board charge or deposit shall be refunded to the Student in such cases.

In addition, or as an alternative to terminating this Contract, the College and Student Life Department reserve the right to pursue the disciplinary procedures specified in the CNCC Student Handbook for violations of the codes of conduct. The Director of Student Life has the sole discretion to terminate this Contract.

VI. CONTRACT TERMINATION BY THE STUDENT

A Student may terminate this Contract prior to the end of the Contract term provided the following conditions are met:

- A. The Student must notify the Student Life Office in writing in advance of the date of check-out, or by the last day of the fall semester. If the Student terminates this Contract prior to the end of the Contract term (i.e. academic year), he or she will forfeit the housing deposit. (See Section X hereof).
- B. A student who withdraws from the College, for one of the following reasons will be charged a prorated rent based on days of occupancy: (1) graduation, (2) marriage, (3) military, or (4) medical reasons. The Student must give the Student Life Department advance written notice of check-out in accordance with the preceding subsection and provide satisfactory verification of the reasons for withdrawal within thirty (30) days after termination of occupancy. If the Student fails to provide such verification, the rent due hereunder for the full Contract term (i.e. academic year) may be charged. Graduation withdrawal requires verification of graduation from the Records Office. Marriage withdrawal requires a photocopy of the signed marriage license. Military withdrawal requires a photocopy of military orders and withdrawal from CNCC. Medical withdrawal requires the signed approval of a licensed practicing physician and withdrawal from CNCC.
- C. 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, and (3) the proper check-out records have been signed and all keys have been turned into the Student Life Department. Students who have not completed official check-out will forfeit their \$100 housing deposit. The Student is liable for all housing charges, regardless of occupancy, until the day the Student properly checks out with an official from Student Life. A hold may be placed on the Student's transcript if he/she moves out of the residence halls prior to the end of the Contract period without proper notification and/or authorization. The hold will remain in force until all terms and conditions of this Contract are met.

VII. INSURANCE

The College is not responsible for loss, damage, or destruction of the Student's personal property. Purchasing or arranging for personal property insurance coverage is the Student's responsibility.

VIII. STUDENT RESPONSIBILITIES

The Student agrees to obey the College's and residence halls' standards and regulations and to comply with the terms and conditions of occupancy set forth in the Student Handbook and the policies outlined in CNCC publications, all of which are incorporated in 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 of the following regulations and standards may result in fines, sanctions, probation, termination of this Contract, suspension or expulsion from the College, or any combination thereof.

- A. DAMAGES - The Student is financially responsible for the cost of replacement or repair of any breakage or damage to his or her room or furnishing, or any other damage for which the Student is responsible.
- B. The Student shall not violate the following rules. First time violations of these policies may lead to immediate eviction from the residence halls.
 - 1. Use or possession of weapons, firearms, ammunition, explosives, and/or hazardous chemicals.
 - 1. Rape or sexual assault.
 - 3. Theft of property.
 - 4. Use, possession, sale or distribution of illegal drugs.
 - 5. Possession of kegs or party balls.
- C. STUDENT NONCOMPLIANCE - In the event the Student fails to comply with the terms and conditions of this Contract, including all regulations, standards, and rules incorporated herein by reference, the Student Life Department may:
 - 1. Cancel this Contract without notice.
 - 2. Serve notice to vacate the premises pursuant to applicable College policies.
 - 3. Take action to recover the cost of damage caused by the Student and/or his/her guest(s).
 - 4. Utilize any and all remedies, including equitable and legal, judicial and/or administrative relief, which are available.

IX. FOOD SERVICE

Students living in the residence halls are required to purchase a meal plan. No refunds are made for missed meals. Students evicted from on-campus housing may be allowed to retain their meal plans for the remainder of the semester.

X. PENALTIES

The College reserves the right to increase rates for room and food service upon written notice to the Student. Any collection cost incurred by the College 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 College. 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.

- A. NO SHOW/CANCELLATION POLICY - The Student must notify the Student Life Department, in writing, if he or she will not be attending the College during the semester/year for which he/she has made application. If proper written notification is not received by the Student Life Department, the Student will be charged the following rent and other fees:
 - 1. Students who have been assigned to a room and fail to properly notify the Student Life Department prior to the official opening of the residence halls, shall forfeit the \$100 housing deposit.
 - 2. Students residing in the residence halls, who complete the fall semester and then do not register or who withdraw from the College for the spring semester, must complete official check-out by the last day the residence halls are open for the fall semester or forfeit the \$100 housing deposit.
- B. CHECKOUT AFTER OCCUPANCY - Upon official check-out, the Student agrees to pay the following charges.
 - 1. Room rental, board charges, and associated fees.
 - B. Students checking out during or before the end of the first week in which the residence halls are open shall pay the following charges: \$50 for rent, \$75 for meals, activity fees and forfeit the \$100 housing deposit.

- C. Students checking out beginning with the eighth day that the residence halls are open shall pay room and board at the rate of 10 percent of the total semester rate for each week of residence hall occupancy beginning with the semester start date.
- D. Students checking out of the residence halls and moving to the Sagewood apartments, shall pay rent and meals prorated based on official date of check out. Housing deposit will be transferred to apartment deposit account.

XI. RESERVATION

The College reserves the right to refuse housing to any student who has demonstrated an unwillingness to abide by Student Life Department standards and regulations, or who has demonstrated behavior which is incompatible with the maintenance or order and propriety in the residence halls.

XII. INDEMNIFICATION

To the extent authorized by law, the Student shall indemnify, save, and hold harmless the College, it's 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.

XIII. ATTORNEY FEES

The Student agrees to pay all court costs and reasonable attorney's fees, whether or not court proceedings are necessary, that may be incurred in enforcement of CNCC rights under this agreement.

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF CONTRACT	
Name of Student:	
Mailing Address:	
City, State, Zip:	
Signature:	Date:
Parent Signature: (if student under 18)	Date: