

Housing Contract

Summer Session 2024

Please read all provisions of this Contract as you are legally bound by these terms and conditions for the Summer Session 2024. Please contact us should you require this Contract in any other format. Contact us at: 1-303-871-2246, <u>https://studentaffairs.du.edu/housing/ or housingassignments@du.edu</u>

Disclaimer

Upon acceptance by the University of Denver ("the University"), the University, through this Housing Contract ("Contract") and in accordance with the Housing Application, grants to the student a revocable license to occupy the assigned residential space, as specified in the housing placement notification. The student understands that this Contract, and the license being granted, may be terminated by the University if: (1) the student violates any term or condition of this Contract or any applicable University policies; (2) the student is no longer eligible to remain in University housing; and/or (3) the University determines, in its sole judgment, that termination is necessary to protect the health, safety, and/or welfare of the student or other members of the University community. If the University terminates this Contract, and the license granted herein, the student must remove all belongings and complete the check-out process specified by Housing and Residential Education ("HRE") by the date set forth in the housing termination notification.

Because this Contract is not a lease, the University is not required to follow eviction procedures prior to terminating this Contract, and the student does not have the legal rights of a lessee. Completion of the Housing Application in no way implies acceptance to the academic programs at the University or any guarantee of receiving a placement in University housing.

Term & Eligibility

- The term of this Contract is the portion of the Summer Session 2024 specified in the housing placement notification. The term of this Contract begins on the check-in date indicated in the housing placement notification and ends on the check-out date set forth in the housing placement notification or the date on which the student completes the check-out process specified by HRE, whichever is earlier.
- To be eligible for University housing during the Summer Session, students must (1) be registered for one or more courses at the University during the Summer Session; (2) be participating in a University program or activity, such as working for the University, participating in an internship for University credit or otherwise supervised, sponsored, or managed through the University, or fulfilling their obligations as a University student-athlete; and/or (3) have a University address listed as their home address in the student's myDU account. Individuals who are full-time employees of the University are not eligible for University housing despite meeting the credit requirement set forth above.
- For the Summer Session, HRE prioritizes housing placements for undergraduate & graduate students who have executed contracts to live in University housing for Fall 2024 as specified on the <u>HRE summer housing website</u>.
- HRE may consider a student's disciplinary status as a factor in determining a student's eligibility for University housing.

Accommodations

- Students with disabilities, medical or mental health conditions may request an accommodation for any housing/living needs, such as an emotional support animal, by submitting the request through <u>AccessibleDU: Student Disability Services</u> (<u>SDS</u>).
 - o The University strongly encourages students to submit a request for accommodation to SDS promptly and prior to



the priority deadline for submission of the Housing Application as specified on the HRE website.

- SDS will evaluate each request to determine eligibility for reasonable accommodations related to the requirements of this Contract or for other housing/living needs.
- Following SDS's determination of eligibility, HRE implements approved reasonable accommodations based on availability at the time of SDS's notification of the approved accommodation. If HRE does not have availability for a housing placement with an approved reasonable accommodation, the student may follow the Contract Breakage procedures below.

Payments & Rates

• The student is responsible for payment of room and any other charges as specified herein. These charges are billed to the student's myDU account and payable according to deadlines established by the Bursar's Office.

Contract Breakage

- Students must complete and submit the Contract Breakage Form found on the <u>Housing Portal</u>, with a detailed explanation and adequate supporting documentation for the reason he Contract Breakage has been requested, or they will be bound by the terms of this Contract. This Contract will be considered in effect and the student will be responsible for daily pro-rated charges until HRE provides the student with email notification of the approval of the Contract Breakage and/or the date on which the student completes the check-out process specified by HRE, whichever is later. The student is responsible for verifying that HRE has received the completed Contract Breakage Form and for verifying that the University has approved the Contract Breakage.
- If the student does not move into the assigned residential space and does not complete the Contract Breakage procedures set forth herein, the University will charge the student for each day this Contract remains in effect until the student completes the Contract Breakage set forth herein.
- Students who have been approved for Contract Breakage after check-in must remove all belongings and complete the check-out process specified by HRE within 48 hours of the approval notification for the submitted Contract Breakage request.

Notices

- The student understands that the University will send all student account information and notices to the student's University issued email account ("DU e-mail").
- The student will be deemed to have received such notices when the email enters the University's information processing system for the student's DU e-mail.
- The student acknowledges that they are responsible for regularly checking their DU e-mail from the time they submit a Housing Application until the end of the Contract.
- The student's failure to check their DU e-mail or receive any billing statements is not valid grounds to appeal financial obligations for their housing.

Housing Placements/Reassignments

- HRE offers space according to availability and capacity.
- Priority refers to receiving a housing placement, not necessarily the student's requested roommate, first choice of building, room, floor/wing, or occupancy.



- HRE reserves the right to refuse to adjust housing placements after the Friday preceding the student's scheduled check-in date.
- "No Show" -- Unless HRE has given the student prior written approval, the housing placement will be held until 12 noon (12:00 pm) on the day after the check-in date specified on the housing placement notification form. Students who fail to check in by this deadline will lose that housing placement, and the student is still subject to the obligations of this Contract and is liable for the room and any other charges under this Contract.
- Only the student to whom the housing placement is issued may occupy the assigned residential space specified in the housing placement notification.
- The University reserves the right to make temporary assignments and to reassign students for the duration of the Contract, at any time, in its sole discretion.
- For reassignments for the duration of the Contract, the University will inform the student of the relocation, to a similar room within University owned or operated housing, no later than 48 hours in advance of the relocation.
- HRE will coordinate moves only for students who initiate their own move request during the specified room change periods by submitting a request through the <u>Housing Portal</u> or contacting a HRE professional staff member, which does not include Resident Assistants or desk staff. No one can request a move on behalf of a student or request that another student be required to move.

Room Access

- The University reserves the right to enter a student's living quarters without notice for the purpose of inspecting the premises when an authorized agent of the University has reasonable belief that:
 - Entry is necessary to investigate a concern about the health, safety or welfare of a member of the University community;
 - A suspected violation of University policies or a crime has occurred;
 - Cleaning, maintenance, repair and/or other related inspection is necessary;
 - Verification is necessary that closing procedures were completed for break periods.
 - Inspection is needed to verify that the living quarters are ready for a new resident; and/or
 - University property is being or has been damaged.

Behavioral Expectations

- The student agrees to abide by the policies set forth in the Guide to Residence Living (available at
 https://studentaffairs.du.edu/housing/), the Honor Code, and all applicable local, state and federal laws, and applicable
 public health orders and guidance. Failure to comply may result in the student losing privileges with respect to housing, dining
 services, and/or disciplinary removal from University housing.
- The student shall not make alterations or changes, including but not limited to painting the walls or furniture or removing/disassembling University-provided furniture, to their assigned residential space or any other space within University housing. The University will not move or store furniture.
- If an incident between roommates occurs, the University reserves the right, in its sole discretion, to remove either or both student(s) from the assigned residential space.
- The University may immediately suspend or remove the student from University housing if the University determines the student's continued occupancy poses substantial risk or harm to the health or safety of others or unduly interrupts University operations. If the University removes the student from University housing, the University will not refund room or any other charges, and the student will be responsible for the room and any other charges under this Contract.



• At any time, if the University determines, in its sole discretion, that based on the student's past behavior or criminal activity, the student's continued occupancy poses substantial risk of harm to the health, safety, and/or welfare of others or unduly interrupts University operations, the University may remove the student from University housing.

Abandoned Property

- The University considers any personal effects, valuables, or other property that students leave behind, following the termination or expiration of this Contract abandoned property (even if the student has not followed the applicable checkout process), and the University may retain such property as its property or may dispose of such property through sale, donation, or in such other manner as the University in its sole discretion may determine.
- The University has the right to retain the proceeds derived from the sale or other disposition of such property.
- The University may charge the student for any costs the University incurs in moving or removing such property from the assigned residential space.

Damages

- The student is financially responsible for all damages incurred by themselves or their guests and repair of these damages.
 Damages or service costs resulting from actions or neglect by the student or their guests may include, but are not limited to, fire damage, water damage, any damaged or missing furniture, any lost property, changes to locks or keys, or any other resulting service costs. The student agrees to pay for damages to their assigned residential space and group damage charges for damage to the building as set forth in the <u>Guide to Residence Living</u>.
- Students are not permitted to make their own repairs within their assigned living quarters for any damages or broken items. The student must submit work requests through the HRE website to repair broken items.
- Because the University is not responsible for loss or damage to a student's personal belongings or those of the student's
 guests, regardless of the cause, it is strongly recommended that the student review their current homeowners policy to
 determine applicable coverage and/or purchase renters insurance through a private insurance carrier licensed by the State of
 Colorado.

Meal Plans

- Meal plan enrollment is not required during the contract term.
- The University may choose, in its sole discretion, to offer a meal plan during the contract term. If the University offers a meal plan option during the contract term, Students can voluntarily request a meal plan through the ID Card office. The ID Card office will determine the terms and conditions for the meal plan, including changes and cancelations.

The University provides equal opportunity in employment, educational activities, and other programs to all employees, students, and applicants. The University prohibits discrimination on the basis of race, color, national origin, ancestry, age, religion, creed, disability, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, genetic information, military enlistment, or veteran status, and any other class of individuals protected from discrimination under federal, state, or local law, regulation, or ordinance in any of the University's educational programs and activities, and in the employment (including application for employment) and admissions (including application for admission) context, as required by Title IX of the Education Amendments of 1972; the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; Title VI and VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Equal Pay Act; the Colorado Equal Pay for Equal Work Act; the Colorado Protecting Opportunities and Workers' Rights ("POWR") Act; and any other federal, state, and local laws, regulations, or ordinances that prohibit discrimination, harassment, and/or retaliation.



You may refer any concerns about allegations of discrimination to the University of Denver, Office of Equal Opportunity & Title IX, Driscoll Center South, Suite 30, 2050 E. Evans Ave., Denver, CO 80208, (303) 871- 7016 or <u>titleix@du.edu</u> or to the U.S. Department of Education, Office for Civil Rights, 1244 Speer Blvd., Suite 310, Denver, CO 80204.

All questions concerning this Contract should be directed only to <u>housingassignments@du.edu</u> or +1-303-871-2246. Other staff members, including but not limited to desk staff, residence hall staff, and RAs, are not authorized to interpret this Contract and/or to bind the University regarding any modifications to this Contract.