



Housing Contract

Summer Session 2023

Please read all provisions of this Contract as you are legally bound by these terms and conditions for the Summer Session 2023. Please contact us should you require this Contract in any other format.

Contact us at: 1-303-871-2246, <https://studentaffairs.du.edu/housing/> or housingassignments@du.edu

Disclaimer

Upon acceptance by the University of Denver (“the University”), the University, through this Housing and Meal Plan Contract (“Contract”) and in accordance with the Housing Application, grants to the student a revocable license to occupy the assigned living quarters, 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 2023 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.
- For the Summer Session, HRE prioritizes housing placements for undergraduate & graduate students who have executed contracts to live in University housing for Fall 2023 as specified on the HRE summer housing website, <https://studentaffairs.du.edu/housing/services-and-policies/winter-break-summer-housing>.
- HRE may consider a student’s disciplinary status as a factor in determining a student’s eligibility for University housing.

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 [Housing Portal](#), with a detailed explanation and adequate supporting documentation for the reason the 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 living quarters 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 living quarters 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 [Housing Portal](#) 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 living quarters 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 living quarters.
- 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, 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 living quarters.

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 living quarters and group damage charges for damage to the building as set forth in the Guide to Residence Living (available at <https://studentaffairs.du.edu/housing/>)
- 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 for repair of 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

- The University does not offer meal plans during Summer Session.

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 (for employment 40 and over), 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; Title III of the Americans with Disabilities Act of 1990, as amended in 2008; 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; 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 titleix@du.edu 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 housingassignments@du.edu 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.