

HOUSING & DINING SERVICES
UNIVERSITY HOUSING APARTMENT LEASE



This Lease is made and entered into on the date signed below, by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University (hereinafter referred to as "University") and _____ (hereinafter referred to as "Resident") for certain residential space from the University during the term of this Lease. NOW, THEREFORE, in consideration of the payment of rent and the performance of the covenants and agreements by Resident as hereinafter set forth, the parties agree to the following terms and conditions:

- 1. Premises:** The University agrees to rent the assigned apartment to the Resident (the "Premises"). The apartment is _____. A "shared" apartment has another room or bed that may be leased to another person. For a shared apartment, the Premises include the non-exclusive right to use and equitably share the common areas within the Apartment during the same Term. For a family or alone apartment, additional occupants may be permitted in accordance with terms outlined elsewhere in this document. The Resident will, at all times, be regarded as the primary occupant and responsible party for all matters concerning the apartment, including all behavior of other occupants.
- 2. Term:** Resident's right to utilize the Premises begins on **the assignment date** and continues until **the assignment end date** (hereinafter, the "Term"). If Lease is not renewed for the following lease period, Resident must submit written notice to vacate 30 days prior to the end of the Term and move out on or before the end of the Term. The University retains the discretion to adjust this requirement as it determines.
- 3. Rate:** Resident shall pay rent to the University at the current rate per month, payable on or before the tenth day of each month and shall be delinquent on the eleventh day of said month and subject to a late payment penalty as imposed under the University's billing policies in effect at that time. The University reserves the right to modify the monthly rental amount and other terms and conditions pertaining to payment of amounts due hereunder upon thirty days' notice to Resident. In the event the Term's start date is not the first (1st) day of a month, then the Resident shall pay to the University a prorated installment of monthly rent at the monthly rate.
- 4. Renewal.** This Lease may be renewed annually by written agreement (including electronic) of the parties; however, the Term and Rate are subject to change. Each year the University Housing office will establish a renewal process which shall set forth the new Term and renewal time period. Residents must complete the renewal process as established by University Housing in order to reserve the Premises for the following lease period. Renewals of this Lease may be accomplished electronically in accordance with the University's procedures, and Resident agrees and consents that their electronic signature is of the same force and effect as and shall be considered an original signature. Resident also acknowledges that by renewing, they are affirming that they have not graduated, withdrawn, or otherwise been separated from their status at the University terminating their eligibility for campus housing.
- 5. Security Deposit:** Resident shall make a deposit at the current published deposit rate to be held by University pending the complete performance of the Lease by Resident and to be refunded to Resident's account no later than 60 days after vacating the apartment. Any cleaning or damage charges to the Resident shall be billed to the Resident's University account. Any cancellation of this Lease prior to the end of the Term will result in the assessment of a lease breakage fee, and Resident may be charged rent for a period of up to thirty days. The Security Deposit will be returned to the Resident's University account where it may be applied to payment of the rent or any other amount due and owing the University, and the Resident will be responsible for paying the balance.
- 6. Privacy Rights:** If practicable, the University will not enter the Premises unless accompanied by the Resident, their authorized representative or a second authorized University representative. If Resident makes a request asking the University to perform work or maintenance within the Premises, that work order request shall be considered an invitation to the University to enter the Premises to perform such work. In addition, the University reserves the right to enter the Premises for periodic health and safety inspections, including but not limited to fire and life safety inspections, or when an authorized agent of the University has reasonable belief that: a) an occupant may be physically harmed or endangered; b) damage is being done to University property; c) University policy as stated in University publications is being violated. University Housing will also conduct regular inspections of the Premises to assess and respond to concerns including but not limited to cleanliness, maintenance/repair, and overall condition of the apartment. Details of the planned inspections will be communicated to residents in advance. Failure of the resident to receive and/or acknowledge said communication shall not nullify the provided notification.
- 7. Maintenance/Upkeep:** Resident shall not damage the Premises, and shall keep the Premises in a good, clean and orderly condition. University shall perform all maintenance to the Premises. Alterations to the Premises, including alteration of the door(s) & lock(s), installation of shelving, or mounting a television, are prohibited unless expressly permitted by University Housing. Alterations are prohibited on the porch, patio, and other areas immediately outside of the Premises, where applicable. The Resident will be charged for all maintenance, cleaning, trash removal, and other actions deemed necessary by the University, except that which is normal or routine. In circumstances of a shared apartment, charges related to common areas will be divided among all Residents unless a specific individual(s) can be identified as responsible as determined by the University. In conjunction therewith, the University shall have the right through its agents and employees to enter the Premises for the purpose of examining, inspecting, and maintaining the same and such entry shall be made upon prior notification to Resident, when practical.
- 8. Furnishings:** University owned furniture and appliances in the Premises may be used by the Resident without payment of any additional rent. The Resident shall surrender possession of all such furniture and appliances in as good condition as same when rented. Replacement or repair costs will be assessed to the Resident(s) for any such furniture and appliances as may be misused or damaged, ordinary wear and tear excepted, as determined by the University. Under no circumstances are furnishings or appliances to be removed from the Premises unless expressly permitted by University Housing.
- 9. Occupancy and Permitted Uses:** The Premises shall be occupied only by the Resident in apartment areas designated for individual assignment. Members of the immediate family of the Resident or spouse/partner as listed on the apartment application or upon completion and approval of the proper request form shall reside in apartment areas designated for partner/family assignment. Resident is responsible for assuring University Housing is notified of all changes to the occupants of the Premises. Failure to do so may be considered a violation of the Lease and be cause to require Resident to vacate. All apartments are

designated as a strictly private dwelling for no other purposes. Any other use, including business/commercial enterprises, is prohibited unless expressly approved in advance by the Director of University Housing or designee. Resident shall utilize the Premises only for residential purposes and shall utilize the Premises in a careful, safe and proper manner. Resident shall not utilize or permit the Premises to be used for any purposes prohibited by the laws of the United States or the State of Colorado, by the ordinances of the City of Fort Collins and Larimer County, or by the policies of Colorado State University and Housing & Dining Services. Resident acknowledges and understands that all occupants and guests of the Premises must comply with any and all terms, provisions, conditions or covenants regarding conduct stated herein that are applicable to the Resident, and any violation by such persons shall be deemed a violation by the Resident. Unauthorized and/or disruptive guests may be required to leave the premises immediately upon instruction by University staff.

10. Concealed Weapons: Resident shall not carry, possess, use or store weapons (including firearms) on the Premises. As a condition of living on the Premises, Resident agrees not to possess or use any weapons on the Premises, to voluntarily waive any legal rights related to the possession of weapons, and acknowledges they are prohibited. This waiver is voluntary, in exchange for living and dining in CSU housing facilities and applies even if Resident has a lawful permit to carry a concealed firearm pursuant to C.R.S. 18-12-201 et. seq. This waiver also includes all rights that may be asserted by Resident under the Second Amendment to the United States Constitution or Article II, Section 13 of the Colorado Constitution. Any possession or use of any weapon on the Premises may result in further action under applicable law or University disciplinary procedures. Weapons may be stored at the Colorado State University Police Department. Contact CSUPD at (970) 491-6425 for more information regarding weapon storage.

11. Eligibility Requirements:

a) Single and Family Student Status: If Primary Resident is a student, Resident understands that continued residence in the Premises is expressly contingent upon the Resident's enrollment for not less than six (6) undergraduate hours per semester, one (1) graduate hour per semester, or continuous registration for up to four (4) terms, except during summer sessions. Under limited circumstances, University Housing may accept documentation of graduate student status from an appropriate academic department, advisor, or similar resource as determined by the University. All persons residing in the Apartment must be the primary Resident's family members as outlined elsewhere in the lease.

b) Employment and Family Status: If primary Resident is a University employee, Resident understands that continued residence in the Premises is expressly contingent upon the Resident's continued employment by the University as a full-time regular employee (State Classified or Administrative Professional). This is inclusive of visiting scholars, post-doctoral fellows, and similar affiliations. Resident also acknowledges that housing for employees is secondary to housing for students provided on a space-available basis and for the limited duration determined by University Housing at the time of assignment. All persons residing in the Apartment must be the primary Resident(s) family members as outlined elsewhere in the lease.

12. Pets: No pets are allowed in the Premises, non-dangerous fish in aquariums not exceeding 25 gallons excepted. This provision is strictly enforced by the University. Violation of this policy will result in a \$50.00 assessment for each occurrence and may also result in eviction. There are two categories of animals that may be allowed on campus to provide assistance to students with disabilities – service animals and emotional support animals. Residents are encouraged to review additional University policy information prior to bringing an animal to campus.

13. Sublet or Assignment: The Premises may not be sublet for any duration of time regardless of apartment size, location, or availability of bedrooms. Resident shall not assign this Lease without express written consent of the University. Violations may result in administrative action including possible eviction.

14. Exculpatory Clause: The University is not liable for the loss of or damage to Resident's personal goods in the Premises, within University facilities, or on University grounds unless caused by gross negligence on the part of the University. The University's liability under this paragraph is subject to the provisions of the Colorado Governmental Immunity Act. Resident is encouraged to carry private insurance covering their personal possessions.

15. Damage or Hazardous Conditions-Notice: Resident shall immediately advise University of any damage to or hazardous condition on the Premises or in the Apartment building and such shall be repaired or removed by the University. Failure to report such circumstances may be regarded as damage and addressed at the Resident's expense where appropriate. The charges to Resident, if any, will be billed to the Resident and shall be due as indicated on the Statement of Account. Accordingly, University Housing will also notify Resident of any concerns observed and needing correction, such as but not limited to tampering with fire safety equipment, inadequate removal of trash or belongings from the porch/patio or other areas, and/or the presence of pests and/or other animal concerns. If needed, University Housing may repair/remove these items at Resident's expense. Details for other hazardous circumstances and relevant University policy can be found via the CSU Policy Library (<http://policylibrary.colostate.edu/>) and CSU Environmental Health Services (<http://www.ehs.colostate.edu/>).

16. Abandonment–Personal Property: If Resident leaves any personal property in the Premises or the Apartment building/grounds (or storage areas where applicable) following the termination of this Lease and the checking out by the Resident, such property shall be deemed to have been abandoned in favor of the University. The Resident shall be charged for removal of such property. This shall also be applicable to property found unattended on apartment grounds or other public areas, including vehicles.

17. Incorporation of University Policy: Resident and all authorized occupants are subject to all policies of the University, including but not limited to, those stated in University publications such as the University Housing website, University Policy Library, and the Student Code of Conduct. Resident understands that they are considered a "student" under those policies. The terms of those publications are specifically incorporated herein.

18. Tobacco Usage: The State of Colorado and therefore Colorado State University and University Housing prohibit the use of tobacco products in all facilities and a University grounds. This includes cigarettes, pipes, chewing tobacco, e-cigarettes, vape pens, and all similar products.

19. Children–Supervision: University provides no supervisory personnel for children in the Premises or the University Housing Complex and the Resident is responsible for the supervision and safety of their children or children who are in Resident's care at all times in accordance with the provisions of the

University Housing Policies & Procedures, which is specifically incorporated herein. Violations of policy by children will be applied to the Resident as the primary occupant and person responsible for supervision of their children. Additional State, Local, and University authorities may be contacted to address concerns of inadequate supervision of children.

20. Termination: This Lease may be terminated by the Resident only by filing a completed Intent to Vacate form online, which gives the University written notice of Resident's intent to vacate, and such form must be filed at least thirty (30) days in advance. If Resident terminates this Lease prior to the end of the Term, Resident shall be responsible for thirty (30) days of rent, together with a non-negotiable lease breakage fee of \$360 as liquidated damages to offset administrative and related expenses. If Resident terminates this Lease with thirty (30) day written notice due to academic reasons, including completion of studies/graduation from the University, attendance at a University-verified study abroad/exchange program of at least one academic term, or completion of a visiting scholar contract, no rent beyond the thirty (30) days or lease breakage fee shall be charged. For the purposes of these terms, voluntary withdrawal and/or transfer to another college/university are not regarded as academic reasons.

This Lease may be terminated by the University for any the following reasons:

- a) Default by Resident for any violation of the terms of this Lease or for a "substantial violation" (as defined by statute), by giving the minimum notice required by Colorado law;**
- b) Resident's failure to maintain adequate student standing at the University by giving Resident written notice of such failure and Resident shall have two (2) weeks from the date of such service to vacate the Premises;**
- c) Upon notice by the University's Student Resolution Center that Resident has been ordered to vacate the Premises.**
- d) By the University, for any reason, upon thirty (30) days written notice to the Resident.**

In the event of such notice, the Resident shall vacate the Premises no later than ten (10) days from the date of the disciplinary order. The Resident hereby waives any and all rights under Colorado law that they may have to object to or defend against such eviction. In the event the Resident fails to vacate the Premises, they grant the University the right to remove their possessions from the Premises and to store such items at the Resident's expense. In the event the University terminates this Lease, the University shall have the right to remove Resident's possessions from the Premises and store them for up to 45 days. In the event the University stores Resident's possessions, Resident shall pay a daily storage rate up to 45 days. After 45 days the University may deem Resident's possessions as abandoned and may dispose of them in a manner it deems appropriate.

If the University terminates this Lease under Sections 20(a), (b) or (c), Resident shall be immediately liable for and pay to the University a termination fee equal to one month's rent, plus all rental amounts incurred until Resident vacates the Premises. This clause does not limit cleaning or damage charges referred to herein. Transfers do not require a 30-day notice to vacate. However, the current transfer fee will be assessed.

At the close of each semester, any graduating Resident and those Residents not continuing at the University MUST VACATE the Premises on or before the end of the Term, which is the move out date announced by the Office of Housing & Dining Services and as always, Resident is responsible for the 30-day notice required in Section 20.

21. Surrender of Premises: Upon termination of this Lease the Resident shall surrender possession of the Premises to the University in as good condition as when rented, ordinary wear and tear excepted, and any damage will be repaired at Resident's expense. The Premises shall be vacated no later than the end of the Term or as stated on the Resident's Intent to Vacate form. Any extensions and exceptions must be approved in writing prior to the end of the Term by the University Housing Assignments Office. Resident's failure to timely vacate the Premises shall result in an additional per diem charge to be determined by the University, and assessment of daily rent. The additional per diem charge is no less than \$20 per day and is subject to increase at the University's sole discretion. Such possession shall be subject to all the terms and conditions of this lease, and Resident shall be subject to Colorado law applicable to such tenancy.

22. Keys: Keys for the Premises shall be distributed only to the Resident. In addition, a guest or spouse/partner may receive a key to the premises upon completion and approval of the proper request form. All keys for the Premises shall be returned upon termination. Resident shall not permit the duplication of such keys.

23. Enforcement—Costs: Should the University incur any expenses in the enforcement of any of the terms of this Lease, Resident shall pay the costs of such enforcement including, but not limited to reasonable attorney's fees, court costs, and costs of service. Any past due amounts shall bear interest at the rate of eighteen percent (18%) per annum until paid in full.

24. Miscellaneous:

- a) Time limits must be strictly observed under the Lease.**
- b) When terms hereof are expressed in the singular they may be construed in the plural and where any identifier is used, any identifier may be applied where such modifications are dictated by facts.**
- c) The failure of the University to insist upon the strict performance of any agreement, term, covenant or condition stated herein or to exercise any right or remedy shall not constitute a waiver of any breach of the agreement, term, covenant or condition to be performed or complied with by Resident.**
- d) This Lease shall constitute the final, complete, entire and exclusive understanding of the parties and shall supersede all prior or contemporaneous agreements, discussions, representations, and understandings, whether oral or written, between the parties respecting the subject matter hereof and cannot be amended, modified, waived or discharged except in writing acknowledged by both parties.**

e) **This Lease shall be governed by the laws of the State of Colorado, without regard to the conflict of laws provision thereof.**

25. Governmental Immunity: The University is a state government institution governed by the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101, et seq. (the "Act"). Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Act, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of the Act, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Lease.

26. Indemnification: Resident hereby agrees to indemnify, defend, and save the University harmless from any and all liability, loss, damages, costs or expenses, including attorneys' fees on account of injuries to persons or property of the University or of any other person where the injuries are caused by the negligence or intentional or willful misconduct of the Resident, or of any other person entering upon the Premises or the Apartment building under the express or implied invitation of the Resident, or where such injury occurs as a result of the violation of the provisions of this Lease by any such person. Resident hereby agrees to indemnify, defend, and save the University harmless from any threats or claims made by any person on account of injuries to persons or property related to the activities conducted by the Resident or any services provided by the Resident to third parties.

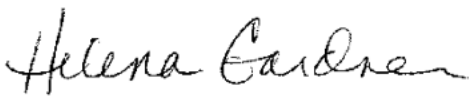
27. Dangerous Situation: Should the Resident or any permitted occupant or guest be a danger to themselves or others in the opinion of University staff, due to any reason, including but not limited to psychological or medical, the University, through the Office of Housing & Dining Services, reserves the right and Resident hereby grants the right to immediately remove the Resident/occupant/guest from the Premises until the situation is assessed and a determination made regarding the dangerous situation.

28. Standard of Conduct: The Resident and all permitted occupants and guests shall conform to the University's standards of conduct, which are consistent with the education objectives and priorities of the University. Respect and consideration for the rights of others and their needs for study time and rest must receive priority over other needs. Each resident is expected to respond appropriately to requests from staff and fellow residents concerning behavior which does not honor this priority.

29. Consolidation/Assignment Changes: The University may consolidate and/or make reassignments, permanent or temporary, at any time as considered necessary, including enforcement of public health-related isolation and quarantine. If Resident is in a shared apartment without an assigned roommate, Resident should expect the possibility of getting a roommate or being reassigned to another partially occupied apartment at any time. Resident should always keep remaining shared space ready for a roommate. Any costs incurred to clean/clear shared space for a roommate will be billed to the Resident(s) as applicable.

30. Emergency Repossession: The University reserves the right to repossess the Premises in the event of an epidemic, maintenance concern or other emergency. If Resident should contract a communicable disease, Resident may be required to leave University housing until no longer contagious. This is due to the hazard of infecting others in a shared environment.

RESIDENT: _____
(Primary Resident) (Date)

UNIVERSITY: 
Helena Gardner, Director of University Housing

Colorado State University does not discriminate on the basis of race, color, religion, national origin, sex, age, veteran status, or handicap. The University complies with the Civil Rights Act of 1964 related Executive Orders 11246 and 11375, Title IX of the Education Amendments Act of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veteran's Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, as amended, and all civil rights laws of the State of Colorado. Accordingly, equal opportunity for employment and admission shall be extended to all persons and the University shall promote equal opportunity and treatment through a positive and continuing affirmation action program. The Office of Equal opportunity is located in Room 101 Student Services Building. In order to assist Colorado State University in meeting its affirmative action responsibilities, ethnic minorities, women, and other protected class members are encouraged to apply and to so identify themselves.

COLORADO STATE BOARD OF GOVERNORS BY AND FOR COLORADO STATE UNIVERSITY