



## Housing Lease & Contract

### **I. Eligibility**

1.1 The undersigned, who is, or is planning to become, a full-time student at Colorado Christian University (known hereafter as CCU) in the College of Undergraduate Studies (CUS) or as otherwise determined to be eligible by the Director of Residence Life, enters into this Housing Contract upon the following terms and conditions. Such other persons, (including students who are not enrolled in the College of Undergraduate Studies or who are taking less than 12 credits) may enter this lease/contract upon agreement with the Director of Residence Life, but are bound to additional terms as specified in Section V of this lease/contract, and are referred to as Tenants. This is a binding contract between CCU and the Student or Tenant signing this lease agreement (known hereafter as the Resident) regarding use of CCU owned and/or operated residences (known hereafter as "on-campus residences" or "housing" or "residence").

### **II. General Provisions**

2.1 The term of this lease/contract is for the entire academic year, beginning with the opening of the on-campus residences by CCU, or the date that the Resident is permitted to move in, whichever comes first, and ending with the last day of the spring semester. Unless Resident has obtained written permission from an authorized official in the Department of Residence Life, Resident agrees to vacate residence when the on-campus residences are closed during Christmas Break, and within 48 hours of the Student's last final, or 12:00 noon on the day after the last scheduled final, whichever comes first. During the Christmas Break, Resident must personally vacate residence, unless he/she has obtained written permission prior to the break, but may leave personal property in the residence. Residents who receive special written permission to move in early, move out late, or stay during Christmas Break, will be subject to the terms of this lease/contract and pay additional housing fees, and when applicable, dining fees.

2.2 All pertinent CCU rules and regulations set forth in the CCU Student Handbook, University Catalog, and other CCU housing publications related to student life and conduct apply to this lease/contract.

2.3 Each Resident applying for CCU housing must be currently enrolled, or pursuing enrollment as a full-time student with twelve (12) or more credit hours at CCU or be approved by CCU to occupy space as a Tenant. Persons who enter this lease/contract as Students are bound to the terms of this lease/contract unless they are no longer a student at CCU (see Section 3.1.1 for additional information regarding release of contract under this category). CCU reserves the right to terminate this lease/contract for Students who drop below 12 credit hours or have not attended classes for more the 2 weeks. Persons who become non-students during the contract period but desire to remain in CCU housing as a Tenant must disclose their academic class load to and request and receive approval from the Director of Residence Life to live in CCU housing. Those who do not may be evicted from CCU housing.

2.4 The Resident agrees to pay CCU the full applicable rate for the space to which he/she is assigned according to CCU's Schedule of Tuition and Fees and payment regulations established through University Financial Services. Until all sums and monies due and owing under this lease/contract are fully paid, Resident may not receive transcripts, diplomas, or degrees.

2.5 The rights and responsibilities of the Resident covered by this lease/contract refer only to residential uses, and may not be transferred, assigned, or delegated to another person. As such, subletting arrangements of any kind are not permitted, nor may Resident's use housing for commercial purposes. Residents may not accept any money for the use of CCU owned or operated space.

2.6 CCU assumes no liability for loss of personal property resulting from theft, loss, or damage due to fire or flood, etc. As such, Residents are encouraged to seek personal insurance coverage through a Renter's or Homeowner's insurance policy, as CCU does not carry insurance on any personal property belonging to the Resident.

2.7 Should Resident default in complying with any provision in this lease/contract, CCU may elect to terminate this lease/contract, retain all payments made hereunder, or in the alternative, seek any other remedy in law or in equity which it may elect, including, but not limited to specific performance of this lease/contract and damages.

2.8 Resident agrees that if CCU retains legal counsel to enforce this agreement, the Resident will pay reasonable collection costs, attorney's fees, and court costs in obtaining payment of amounts due under this agreement.

### **III. Binding Contract for Cancellation or Termination of Lease/Contract**

3.1 This lease/contract when signed is binding and in effect for the entire indicated academic year, unless terminated or cancelled under the terms of this lease/contract. Resident may not cancel this housing lease/contract at any time prior to or during the academic year to which this lease/contract applies unless approved in writing by the Director of Residence Life for one or more of the following reasons stated below.

3.1.1 Not a Student at CCU. If an incoming Student does not attend CCU, officially withdraws from the university, or is academically dismissed, during the lease/contract period, the Housing Lease/Contract may be cancelled or terminated. The incoming student may forfeit his/her Housing Deposit (according to the terms listed in Section 3.4.2 of this Lease/Contract) and will be responsible for a prorated portion of the housing charge.

3.1.2 Hardship. If a Resident experiences a significant financial, physical, medical, or other hardship, he/she may request a lease/contract cancellation or termination from the Department of Residence Life by completing the Housing Lease Cancellation Request Form on the CCU Housing Portal. If the lease/contract is cancelled or terminated, Resident may forfeit his/her Housing Deposit (according to the terms listed in Section 3.4.2 of this Lease/Contract), and will be responsible for a prorated portion of the housing charge.

3.1.3 Eviction. If a student receives a sanction of eviction within the CCU Disciplinary Process (as described in the Student Handbook) because of a violation of University Policies, the Resident's lease/contract will be terminated, and he/she must vacate the residence. Students dismissed by CCU forfeit all fees for the semester during which they are withdrawn, as per the refund policy governed by the University Financial Services. The Housing Deposit will be forfeited.

3.2 Resident will be required to fulfill the financial obligations of this lease/contract even if he or she physically moves out of his or her assigned on-campus housing.

3.3. Completion and delivery of this lease/contract by Resident does not constitute acceptance by CCU. This lease/contract is approved and accepted by CCU only when signed by the Director of Residence Life or his/her designee.

3.4 This Lease/Contract may be terminated or cancelled only for the above reasons, upon approval by the Director of Residence Life. Definitions for the types of lease/contract release are as follows:

3.4.1 Termination: Termination refers to the discontinuance of the contractual relationship between Resident and CCU, occurring after the day the CCU on-campus residences open for the academic term(s) covered by this lease/contract. Termination only occurs when approved by CCU at Resident's request or because of Eviction.

3.4.2 Cancellation: Cancellation refers to a Resident's cancelling his/her application and lease/contract for housing prior to the opening of the on-campus residences each term. Such requests must be made by completing the Housing Cancellation Request Form on the CCU Housing Portal, but the reason must match one of those listed above in Section 3.1.1 – 3.1.2. Students may be charged a Cancellation fee depending when the Housing Lease Cancellation Request Form is submitted to Residence Life. Incoming new Students requesting cancellation on or before May 15 (for the fall semester), or December 15 (for cancellation of the spring semester, or not returning to CCU in the spring semester) may receive the full refund of the Housing Deposit. Incoming new Students requesting cancellation for the fall semester on or before May 31 (for the fall) or December 31 (for the spring) may receive a 50% refund of the Housing Deposit. Any cancellations occurring after these dates will result in forfeiture of the full Housing Deposit.

3.5 Any Resident desiring to cancel or terminate his/her lease/contract must complete a Housing Lease Cancellation Request and submit it to the Residence Life Office, following the procedures listed in the Student Handbook. The Director of Residence Life will determine if the reasoning is sufficient to cancel or terminate the lease/contract.

#### **IV. Assignment and Vacating Policies**

4.1 Full-time (12 credit hours or more), unmarried First Year and Second Year students under the age of 21 and taking courses in the CUS program are required to reside on campus and take meals on campus through CCU food service plans. (Please see the Residential Policies in the Student Handbook for the methodology used for determining class status regarding housing and food service.) Such students are required to purchase a meal plan that will be selected at the beginning of each semester. CCU reserves the right to require purchase of specific meal plans for specific groups of students. Third and Fourth Students may elect to live in the CCU on-campus residences and choose a meal plan.

4.2. Residents will not be assigned a space in the CCU On-Campus Residences unless the following have been received and approved in the Residence Life Office: (1) Housing Application, (2) Housing Lease/Contract, and (3) Housing Deposit. Tenants who submit the above items will receive written notification whether or not their application is accepted, at which time the Lease/Contract becomes valid.

4.3 Residential assignments are made for the entire academic year, or for the remaining portion thereof. Changes in room assignment may be made by CCU at any time, requiring students to move to an alternate apartment or room. Residents may request a change in assignment through the Residence Life Office; however, it must be approved in writing by an authorized official in the Department of Residence Life prior to a Resident's move. Changes that occur without approval will result in an improper check-out fee and disciplinary action.

4.4 Refunds of meal costs will not be made after the Add/Drop date for each semester, and refunds are not made for

missed meals, unused dining dollars, or temporary absences from CCU housing.

4.5 The Housing Deposit only needs to be paid as a part of Enrollment to the University. Once the student pays the Housing Deposit, that amount will be credited to the student's account, and the amount will go toward the student's total bill. Housing Charges by semester will be assessed and placed on a student's account by each semester.

4.6 Residents living in a single room will pay an extra fee. Residents, regardless of single room status, may be required to move to another assignment or to give up his or her single room assignment in order to consolidate vacancies.

4.7 Residents are responsible for all losses or damages to University owned and operated property. These charges will be assessed during a check-out with Residence Life Staff and placed on a student's account. Students have 30 days from the time the charge is posted to contest a fee. After this timeframe, the fee will not be contestable.

4.8 Residents who fail to properly check out of their rooms will be charged an Improper Check-out Charge, and may be responsible for additional charges resulting from loss of revenue. Students who do not return their room key at time of check-out may be charged for a lock change starting at with at least a \$250 lock change charge.

4.9 Should this lease/contract be terminated prior to the end of the academic year, Resident must vacate his/her residence within 6 hours of official notification, unless special written permission has been granted by the Director of Residence Life or his/her designee.

4.10 In the event that additional capacity is needed for more on-campus housing, the university reserves the right to add additional beds to on-campus apartments any time it deems necessary. All students impacted will be informed via the email address each student has on file with the university.

## **V. Special Provisions for Tenants**

5.1 CCU on-campus housing exists primarily for full-time students in the CUS program. On a space-available basis, CCU may allow persons who are not full-time CUS students to occupy the CCU on-campus residences according to the terms of this contract, and the University and Residential Policies as detailed in the CCU Student Handbook. This determination will be made by the Director of Residence Life.

5.2 Tenants who enter into this lease/contract understand that this lease/contract is binding and cannot be cancelled by the Tenant, except under the "Hardship" provisions detailed in Section 3.1.2 of this Lease/Contract.

5.3 Tenants understand that CCU may, at any time for any reason, cancel or terminate this lease/contract, should it be in the best interest of CCU and its full-time CUS students. As such, Tenants are at an "at will" relationship to CCU; thus any violation of CCU Policies will result in immediate eviction, without the ability to undergo disciplinary review through CCU's regular disciplinary process. This decision will be at the sole discretion of the Director of Residence Life.

5.4 Tenants must have immunization records on file with the Director of Health Services and may be required to submit information regarding previous residence and be subject to a background check at the discretion of Residence Life.