



## 2024 - 2025 Residence Life and Food Service Agreement

This document is your contract for on-campus housing at Colorado Mountain College. This contract is a legal and binding document with financial obligations enforceable upon receipt of the security/damage deposit.

This Agreement is between Colorado Mountain College, a statutory local college district (“CMC”), and the student applying for the residence halls (the “Student”).

### TERMS & CONDITIONS

**Term:** If a Student moves in for the Fall semester, the Term of this Agreement is two (2) academic semesters (Fall and Spring). If a Student moves in for the Spring semester, the Term of this Agreement is one (1) academic semester (Spring).

Students graduating or transferring at the end of the Fall semester must notify the Office of Residence Life by email and receive approval, prior to signing this Agreement, in order to be released from the Early Termination Charge.

Students may not occupy their room during the Winter Break unless approved by the Office of Residence Life. Additional charges will be assessed for those approved for housing during that vacation period.

**Live-On Requirement:** All new full-time students who do not meet one of the exemptions below are required to live on campus and participate in a degree or certificate program with a minimum of twelve (12) credits per semester unless or until one of the following exemptions are met:

1. Living with a parent/legal guardian at their permanent residence within a 60-mile radius of campus
2. Students 21 years of age or older prior to the first day of the semester
3. Military Veterans
4. Married students
5. Living with children
6. Twenty-four (24) college level credit hours earned after high school graduation and transferred/accepted before the start of the semester – credits taken concurrent with high school or attained thru Advanced Placement (AP) do not apply towards the Live-On Requirement
7. In the event of a health or safety issue as designated by the College

Requests for exemptions to the live-on requirement must be submitted in writing on the form provided by the College, with required supporting documentation, to the Office of Residence Life a minimum of 3 weeks prior to the start of the semester.

**Eligibility:** CMC students or other persons authorized by the Office of Residence Life may reside in College housing. Student’s eligibility requires:

(1) Enrollment in a minimum of twelve (12) graded credit hours each semester. Failure to maintain required enrollment may result in termination of this Agreement. Exceptions for students needing to take less than 12 credits (graduating, internship, accommodations, etc.) may be granted by the Office of Residence Life and/or the Access, Inclusion & Disability Services Office.

After the drop/add period, students that fall below twelve (12) credit hours may be permitted to remain in the residence hall provided student has not had any code of conduct violations. Should a code of conduct violation occur, regardless of the severity, student will be suspended from the residence hall immediately. Academic standards will apply to student regardless of credit load which means students that earn less than 1.0 semester

GPA will be suspended from the residence hall for poor academic performance. Student may petition the Office of Residence Life to be readmitted to the residence hall after one full semester (fall or spring) following the date of suspension.

(2) Student must be eighteen (18) years of age by December 1 of the academic year they are enrolling in. Any student who does not meet this eligibility requirement may request an exemption and complete the Age Eligibility Petition Process.

High school students enrolled in concurrent courses, also known as dual enrollment, are not eligible for on-campus housing.

Any student that is under the age of eighteen (18), at the time the Agreement is signed, must sign the Addendum for Minors and obtain a parent/guardian signature to this Agreement and the Addendum.

**Financial Responsibility:** The student accepts full responsibility and hereby agrees to pay all room and board charges and fees associated with on-campus housing assessed as a result of this Agreement, including but not limited to: Student Activity fee, residence hall technology fee, damages/cleaning and the Outdoor Leadership Center & Field House (Spring Valley only) by the scheduled due date. Failure to pay or make acceptable payment arrangements in alignment with the College's payment deadline date will result in a hold being placed on the student's account and termination of this Agreement. Delinquent accounts may be referred to an outside agency and reported to national credit bureaus.

**Room Assignment:** This Agreement entitles you to an on-campus housing assignment, but not a specific room. The College reserves the right to assign or reassign space for the benefit of an individual student or where the College in its operations of the residence hall deems such (re)assignment necessary or appropriate. Reassignment or facility disruptions will not result in reimbursement or reduction of room & board rates.

Space is reserved based on the date this Agreement is signed and deposit received. Subject to the availability of space, the College will assign space according to student preferences on a nondiscriminatory basis as required by College policy or applicable law, but the College does not guarantee assignment to a particular type of accommodations or with specific roommates. Students who choose to participate in the roommate matching process will be matched with their mutually chosen roommate. Students who elect not to participate in the roommate matching process, apply for the Spring semester only, or miss the deadline, will be matched by the Office of Residence Life based on gender identity preferences provided or their biological sex if they do not provide gender identity information. If a match cannot be made based on a student's gender identity preferences, the Office of Residence Life will contact the student to discuss options.

Temporary, over capacity assignments may be necessary to accommodate more students.

After July 15 (Fall semester) and December 1 (Spring semester), completion of this Agreement does not guarantee space in the residence hall. If space is not available, the student will be notified as soon as possible following receipt of their application.

**Room Changes & Consolidation:** College reserves the right to consolidate a single occupant residing in a double room. If space is available, a single occupant may request to pay an additional fee to keep as a single room.

Room changes must be authorized by the College. Student may not make their assigned housing available to anyone else at any time.

**Access to Rooms:** The College retains legal ownership, possession and control of the student's room and the College property assigned to room. The College reserves the right to maintain and preserve the residence halls by entering the room for repairs, upgrades, modifications or other maintenance. CMC respects the need for, and the right to, the privacy of each resident. However, CMC reserves the right to enter and inspect rooms when the College has reasonable cause to believe that there might be life/safety/health emergencies, damage to College property, maintenance needs or requests, need to investigate potential policy or legal violation(s) or to allow access to law enforcement due to urgent security needs.

**Use of Facilities:** Student housing and furnishings are to be used in the manner for which they were designed. College property may not be moved or taken. Unauthorized use or removal may be subject to disciplinary action. College prohibits the operation of any business or commercial venture within the residence hall.

Please see Residence Hall Handbook for guest policy.

**Security/Damage Deposit and Fee:** The security/damage deposit for this Agreement is \$250 (the "Deposit"). The full Security Deposit is due when the student submits this signed Agreement to the College. For students returning the following academic year, the Deposit will be held for the new contract period. The Student will also be responsible for payment of a \$50 non-refundable application fee.

Within 60 days of the end of the Term, the Deposit will be returned to the student's account to pay outstanding charges. Any remaining amount will be refunded to the student; unless forfeited as outlined in this Agreement.

**Responsibility for Damages:** The College will charge students for damage, or loss to College property if the College determines that such damage or loss is a result of the student's carelessness or misconduct. Damage within student rooms is the joint responsibility of the students assigned to that room. Community damage to property outside of the student rooms, above normal wear and tear, is a shared responsibility when damage cannot be assigned to a specific person. The College will retain the Deposit and reserves all rights to pursue action to collect the actual value of the damages should the Deposit not be sufficient.

**Termination by the Student:** To terminate this Agreement, Student must notify the Office of Residence Life via email. Any student who voluntarily withdraws from the College is terminating this Agreement and must vacate the residence hall within 72 hours of withdrawal. Termination by the Student results in the following:

Full academic year student:

Notice of Termination	Student's Financial Responsibility	Early Termination Charge	Deposit
On or before July 15	n/a	n/a	Refunded
After July 15 & before the Fall semester scheduled move-in date	n/a	n/a	Deposit is forfeited & retained by the College
On or after the Fall semester scheduled move-in date & on or before the last day of the Fall semester	Fall semester room charge & Fall semester prorated board charge thru the end of week 12	\$500	Returned to Student Account
After the last day of the Fall semester & before the first day of the Spring semester	n/a	\$750	Returned to Student Account
On or after the first day of the Spring semester	Spring semester room charge & Spring semester prorated board charge thru the end of week 12	n/a	Returned to Student Account

Spring semester only student:

Notice of Termination	Student's Financial Responsibility	Deposit
On or before December 1	n/a	Refunded
After December 1 & before the Spring semester scheduled move-in date	n/a	Deposit is forfeited & retained by the College
On or after the Spring semester scheduled move-in date	Spring semester room charge & Spring semester prorated board charge thru the end of week 12	Returned to Student Account

**No Show:** A student will be considered a no show if they have not checked into the residence hall by 5 PM on the first day of the semester and will result in cancellation of the Agreement. Each such student will be assessed a fee of 20% of the semester's room charge and forfeiture of the Deposit which shall be retained by the College.

**Termination by the College:** The College may terminate this Agreement due to non-payment of tuition, room and board or fees, disciplinary violations or suspension/expulsion, failure to maintain eligibility or other reasons determined by policy and procedure. Upon such termination, the Student must vacate the residence hall within 72 hours of such written notice\*, except when appeal procedures are utilized. Students who are suspended from the Residence Hall and are not exempt from the Live-On Requirement will be suspended from their classes for the remainder of the academic year.

1. Any student whose Agreement is terminated will be financially responsible for the current semester's room and board charges. If termination occurs during the Fall semester, student will also be responsible for an Early Termination Charge of \$500. Deposit shall be returned to the student's account.
2. If termination occurs due to academic suspension following the Fall semester, Student will be responsible for an Early Termination Charge of \$750 and the Deposit shall be returned to the Student's account. If belongings are not removed at least 10 days before the start of the Spring semester, Student will be charged \$50 per day until the first day of the Spring semester. On the first day of the Spring semester, Student's belongings are considered abandoned property.
3. If termination occurs due to academic suspension after the Spring semester, the Deposit shall be returned to the student's account.

*\*The College may immediately terminate or suspend this Agreement if it is determined that the student &/or situation pose a potential danger to individuals &/or the community or engages in disruptive behavior that interferes with the learning or living environment.*

**Abandonment of Property:** Upon termination of this Agreement, or Student's vacating of the residence hall, the College will consider property left in the residence hall for 5 days as "abandoned property". The College retains the right to dispose of this property.

**College Liability for Student Property:** The College shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the Student, regardless of cause. Students are encouraged to carry their own personal property insurance to cover any damages or loss for which they are liable.

**Rates:** Current posted rates are subject to change as Academic Year rates are approved by the Board of Trustees. Final rates will be approved by the Board of Trustees annually and will be posted on the website when they become available. <https://coloradomtn.edu/residence-halls/housing-costs/>

Rates for Students contracting after the start of the semester will be pro-rated.

**Food Service:** All Students signing this Agreement are required to be on a meal plan and failure to pay for meal plan may result in the revocation of dining privileges and/or termination of this Agreement. Meal plans are non-transferable. The meal plan and flex dollars expire at the end of the semester. A credit or refund is not available for uneaten meals or unused flex dollars. Meals will not be served during the Thanksgiving Break, Winter Break & Spring Break vacation periods. Please discuss specific medical dietary needs with the Office of Residence Life.

**Weapons:** Residents are not permitted to possess or store firearms, explosives, or any other dangerous weapon on campus. See Residence Hall Handbook for more information.

**Student Conduct:** By signing this Agreement, Student agrees to the terms and conditions in this document, all policies and procedures of the College, the Residence Hall Handbook and the Student Handbook and agrees to abide by such policies and procedures. Student can access handbooks here: <https://coloradomtn.edu/residence-halls/residence-hall-housing-policies/>. The policies, procedures and Handbooks are incorporated herein by reference. A violation of any of these policies, procedures or handbooks can result in relocation, refusal of housing or dining privileges, termination of this Agreement, and/or other College action.

**Non-Discrimination:** CMC does not discriminate on the basis of age, color, disability, gender identity, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation,

veteran status, and family and genetic information, in its programs and activities as required by Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act of 1990, as amended, Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and as provided in other applicable statutes and College policies. The College prohibits sexual and gender-based harassment, including sexual assault, and other forms of interpersonal violence. CMC will take appropriate steps to ensure that the lack of English language skills will not be a barrier to admission and participation in vocational education programs.

**Other Terms and Conditions of Occupancy:** Occupancy in a residence hall is a requirement and an advantage extended to the Student by the College. Occupancy in a residence hall is not a sanctuary from federal, state or local law. Occupancy is a privilege and a license to use the space, and continuation of this privilege is dependent upon compliance with this Agreement, reasonable and satisfactory personal conduct and observance of College regulations. Student acknowledges that CMC may impose from time to time additional conditions or restrictions on student's occupancy, if needed, in CMC's judgment, for the protection of the health and safety of all residents and other students. Student agrees to comply with any such conditions or restrictions. Student acknowledges that this Agreement grants permission to occupy a room, and does not create a lease of the room.

### **ACKNOWLEDGMENT & SIGNATURE**

By digitally signing this Residence Life and Food Service Agreement, I understand and agree that:

1. I acknowledge that I am entering into a legally binding agreement.
2. I agree to be responsible for and to pay to CMC all applicable fees associated with this Agreement.
3. I acknowledge that I have read, understand and agree to the terms of this Agreement.
4. I agree to read the Residence Hall Handbook and CMC Student Handbook prior to check-in and agree to abide by all rules contained within.
5. The parties agree that this Agreement supersedes any/all prior written or oral agreements and there are no agreements between the parties as except as set forth herein.
6. I agree to comply with all local, state and federal laws pertaining to my occupancy.