



For Office Use Only	
Deposit Date:	_____
Deposit No:	_____
Deposit Amount:	_____
Application Fee Rec'd?	Y__ N__
Check Box-Paragraph XIII?	Y__ N__

## FAMILY HOUSING CONTRACT

### Instructions:

1. READ carefully before signing. This is a legal and binding document with financial obligations. Your signature acknowledges your understanding and acceptance of all of the terms and conditions stated. **DO NOT DETACH** – a copy will be sent to you along with your deposit receipt.
2. After reading paragraph XII, check the box indicating that you have read and agree with the statement regarding MENINGOCOCCAL DISEASE.
3. Make checks and/or money orders payable to Adams State College.
4. Mail the contract, application and \$150 to:

**Director of Housing and Residence Life  
Adams State College, Alamosa, CO 81102**

**\*Any contract that does not contain a check mark in the box under Paragraph XIII, MENINGOCOCCAL DISEASE or is not accompanied by the \$150 deposit/fee will not be processed for assignment.**

### Please Print

\_\_\_\_\_  
*(Student ID Number) (Last Name) (First Name) (Middle Name)*

\_\_\_\_\_  
*(Permanent Address; Street or PO Box) (City) (State) (Zip Code)*

Academic Year Attending \_\_\_\_\_

### I. GENERAL HOUSING CONTRACT INFORMATION

This family housing contract (“Contract”) is for the purpose of establishing the terms and conditions for a student with a family/spouse to occupy space in the College’s family housing units (“space” or “housing”). It is entered into between Adams State College, (“the College”) and the undersigned student (collectively, “the parties”). Signing and returning this Contract does not guarantee that the student will be assigned space. Qualified students for whom there is not available space will be placed on a wait list and notified of their status.

This Contract is for housing only. Application for and admission to the College is a separate process, acted on separately by the College. The Deposit and Fee required in connection with this Contract are distinct and separate from the application fee required for admission to the College. Any misrepresentation in connection with application for housing, application for admission to the College, or in executing this Contract shall be grounds for termination of this Contract by the College.

The College reserves the right to refuse housing to, or remove from housing, any student and non-student residents for delinquency in payment of housing bills or other debts to the College, for demonstrated unwillingness to abide by published College policies, or behavior by the student, non-student residents or guests which is incompatible with the maintenance of order and propriety in or on housing property. This Contract incorporates by reference the Adams State College Standards of Residence and Judicial Handbook (<http://www2.adams.edu/students/housing>), the Undergraduate Student Handbook (<http://www2.adams.edu/pubs/media/studenthandbook200708.pdf>), and Graduate Student Handbook (<http://www2.adams.edu/gradschool/graduate%20handbook0708.pdf>), as applicable, including the Code of Conduct, and all other published College policies pertinent to housing occupancy as now in effect and as hereafter adopted or amended (<http://www2.adams.edu/students/housing/>; <http://www2.adams.edu/pubs/>). It is the obligation of the student to know and assure his/her compliance with all standards and regulations contained in published College policies and the compliance of all non-student residents living with the student (“non-student residents”) and guests. Lack of knowledge does not relieve the student from responsibility for his/her own violations, those of non-student residents occupying the assigned space or guests. The student makes herself/himself subject to possible disciplinary sanctions and termination of this Contract by failing to adhere to or assure adherence to these standards and regulations.

The College does not discriminate on the basis of race, age, color, religion, national origin, gender, sexual orientation, veteran status, or disability in admission or access to, and treatment and employment in, its educational programs and activities.

### II. PAYMENTS DEPOSIT REFUNDS FEES

An advance deposit of \$100 (“Deposit”) and a \$50 non-refundable fee (“Fee”) is required to complete the Contract. The Deposit, minus any damages, charges or outstanding debts to the College will be refunded within 60 days after official check-out if the student has complied with all terms and conditions of the Contract. The student is responsible for the payment of all fees, rates and charges in the amounts and by the dates specified in this Contract and published by the College. Current housing payment rates (“housing payments”) are published at <http://www2.adams.edu/students/housing> and available by calling 719-587-7227 or 1-800-824-6494.. The student agrees to pay any additional charges incurred due to change(s) to differently priced accommodations. The student shall pay at least one month of the current housing payments at the time of check-in. The student agrees to pay the current housing payments for the assigned housing and any additional charges incurred due to change(s) to differently priced accommodations. The College may increase this amount with 30 days written notice to the student.

### III. LENGTH OF CONTRACT

The Contract extends for one month from the student’s requested check-in date. The Contract may be renewed from month to month by the student’s timely payment of the applicable monthly housing payments.

### IV. ELIGIBILITY FOR FAMILY HOUSING

A student must be enrolled for a minimum of six (6) credit hours per semester and pursuing work towards a degree to be eligible for housing. Certain units give priority to or are specified for married students and single parents with dependent children. Evidence of marriage and/or dependency shall be provided to the College upon request in the form required by the College. The College may grant exceptions to these eligibility requirements in accordance with the Standards of Residence and Judicial Handbook. Requests for an exception to eligibility requirements must be submitted in writing and will be determined by the Director of Auxiliary Services or designee.

### V. ASSIGNMENT OF SPACE

Subject to availability, the College will assign space after the student has: (1) completed a housing application; (2) returned a properly executed Contract; (3) submitted the Deposit and Fee. The College reserves the right to assign or reassign space for such reasons as the College determines appropriate. Room assignment modifications and utility or facility disruptions shall not result in the reduction of published housing rates. The College determines occupancy levels for all housing spaces.

## VI. USE OF FACILITIES- ROOM ACCESS

The student has authority to use the housing space only for his/her own residential purposes in accordance with the Standards of Residence and Judicial Handbook and this Contract. Students may not allow additional unauthorized persons to live in the space. The space and the furnishings provided, including room and common areas, are to be used for the purpose and in the manner for which they were designed. No College property may be taken from housing without the written consent of the Residence Director. The student will maintain the cleanliness of the inside and outside space so as not to create safety, fire or health hazards. In accordance with the provisions in the Standards of Residence and Judicial Handbook and other applicable College policies and for the purposes set forth therein, the student agrees that the College may at any time enter assigned space and take such action as it deems necessary to protect and maintain the property of the College or the safety of its students.

## VII. RESPONSIBILITY FOR DAMAGES

The College expects depreciation through normal use. However, each student will be charged for the damage or other loss incurred to the building, furniture, and equipment that is the result of the student's, non-student residents' or his/her guests' negligence or misconduct and shall indemnify the College for any resulting liability for damages to third parties. In the event a student incurs charges for damages or losses, the College will use the Deposit to pay for damages costing up to \$100 and any additional amounts will be billed and charges assessed to the student's account at the Office of Business and Finance. The responsibility for determining the cost of damage and assessing charges is solely that of the College. A student with unpaid debts to the College may be denied housing, enrollment and transcripts.

The College assumes no responsibility for any accident, injury, loss, theft or damage to personal belongings in or on housing properties or at housing sponsored activities. Students are encouraged to obtain their own insurance. Notwithstanding anything herein to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act", Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that the liability of the State 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 Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et seq., CRS, as now or hereafter amended. Any liability created under any other provision of this Contract, whether or not incorporated herein by reference, shall be controlled by, limited to, and otherwise modified so as to conform with, the above cited laws.

## VIII. GUESTS

Guests of the student may be accommodated overnight on a space available basis in accordance with the requirements of the Standards of Residence and Judicial Handbook. The student host is responsible for the payment of all charges related to the presence of his/her guest(s) in the housing and for ensuring that his/her guest complies with all College policies. Guest and their student hosts may be required to execute an assumption of liability form for the guest.

## IX. CANCELLATION BY THE STUDENT – BEFORE OCCUPANCY

Students are required to give the Director of Housing and Residence Life written notification if cancellation before occupancy becomes necessary. A letter of cancellation sent by any of the following forms of communication constitutes written notification: 1) by the U.S. Postal Service; 2) by e-mail to [ascreslife@adams.edu](mailto:ascreslife@adams.edu); or 3) by fax to (719) 587-7103. Termination of this Contract by the student prior to occupancy will result in the following consequences if written notification of cancellation is received by the Office of Housing and Residence Life by the dates indicated:

- A. If received 2 weeks prior to the student's requested check-in date, the student will receive a full refund of the Deposit.
- B. If received during the two weeks prior to the student's requested check-in date, the student will receive a refund of \$50 of the Deposit.
- C. If received after requested check-in date, none of the Deposit will be refunded.

Any student who applies for family housing space for Fall Semester and is unable to attend until Spring Semester must notify the Office of Housing and Residence Life in writing of the change. The deposit may be rolled forward to the next Semester if the Office of Housing and Residence Life receives notice of the change before the day housing officially opens for the Fall Semester, pending availability of space.

## X. TERMINATION BY THE STUDENT- AFTER OCCUPANCY

Students who execute this Contract and occupy space for any period of time are bound to fulfill the terms and make all payments due under the Contract and will forfeit the Deposit if they move from the assigned housing without proper notice. If the student notifies the Director of Housing and Residence Life in writing 30 days in advance of intent to vacate the assigned housing, the full Deposit will be refunded after complete official check-out with the Residence Director and the Office of Housing and Residence Life, provided there are no damage assessments and all outstanding debts to the College are cleared. If a student does not notify the Director of Housing and Residence Life in writing 30 days in advance of intent to vacate housing, the student shall be charged for the period of occupancy on the basis of 1/30 of the monthly rate for each day of refund. Each month is considered as thirty days for refund computations.

## XI. TERMINATION BY THE COLLEGE

The College may terminate this Contract for any breach of its terms by the student. A student is in breach of this Contract if the student fails to abide by any terms of this Contract, including failure to abide by the College's published policies incorporated herein. Breach by the student includes, without limitation: failure to meet or maintain eligibility requirements; misrepresentations or omissions on the housing application or application for admission to the College; failure to make payments as required by this Contract; failure to occupy the assigned space by 5:00 pm on date of requested check-in, disciplinary sanctions, and involuntary suspension or leave. Upon the College providing notice of termination for breach of this Contract, the student shall be responsible to pay all amounts required under this Contract for the remainder of the month and shall forfeit the Deposit. Upon notice of termination, a student and any non-student residents will generally have 30 days to vacate the space. The College may require a student and all non-student residents to vacate immediately, or in such other time as the College determines, based on a reasonable belief that the student's or any non-student resident's continued presence in the housing presents a threat to the student, others, or the campus community.

## XII. MENINGOCOCCAL DISEASE – INFORMATION – IMMUNITY

Colorado State Law requires the following information to be provided to each new student residing in student housing, or, if a new student is under the age of eighteen years, to the student's parent or guardian:

Meningococcal disease is a serious disease caused by bacteria. Meningococcal disease is a contagious, but largely preventable, infection of the spinal cord fluid and the fluid that surrounds the brain. Scientific evidence suggests that college students living in dormitory facilities are at a modestly increased risk of contracting meningococcal disease. Immunization against meningococcal disease decreases the risk of contracting the disease. More information can be obtained from your family health provider, the Center for Disease Control at [www.cdc.gov/nip/publications/VIS](http://www.cdc.gov/nip/publications/VIS), or any of the public health agencies in Colorado, which are listed at <http://www.cdph.state.co.us/oll/locallist.html>

Please check to indicate that the signor(s) of this contract has read the information in Section XII above and agrees to one of the following: 1) that the student has or will have by the time he/she checks in to campus housing obtained a vaccination against meningococcal disease or 2) that an affirmative decision for the student to not obtain the meningococcal disease vaccination has been made.

I have read and agree to be bound by the terms of this Contract and the published College policies incorporated herein.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director of Housing

\_\_\_\_\_  
Date