



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

STUDENT 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 XIII, 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 student housing contract (“Contract”) is for the purpose of establishing the terms and conditions for a single student to occupy space in College housing (“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 who is delinquent in the payment of housing bills or other debts to the College, who has demonstrated an unwillingness to abide by published College policies, or who exhibits behavior 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 comply with all standards and regulations contained in published College policies and to assure compliance by guests. Lack of knowledge does not relieve the student from responsibility for any violations. 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, generally 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 are available by calling 719-587-7227 or 1-800-824-6494. The student agrees to pay the current housing payments and any additional charges incurred due to change(s) to differently priced accommodations.

III. LENGTH OF CONTRACT

The Contract is binding for the entire academic year (August-May) or the remaining portion thereof if entered into after the beginning of the academic year. The period of occupancy for the academic year will begin on the day before the beginning of Freshman Orientation, Fall Semester, as specified by the College, and end on the day after the last regularly-scheduled final exam for the Spring Semester. Students may occupy their assigned space during Fall Break, Thanksgiving, Spring Break, and Easter Vacation with no additional charge. Housing will be closed during Christmas Vacation. Should special considerations be necessary during vacation periods, prior arrangements must be made through the Residence Director and the Director of Housing and Residence Life. Additional charges may be assessed. No meals will be served in the College Cafeteria or Food Court during the vacation period. Occupancy dates are subject to published changes in the academic calendar (<http://www2.adams.edu/calendar/academic-cal.php>).

IV. ELIGIBILITY FOR STUDENT 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. The College may grant exceptions 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. MANDATORY HOUSING OCCUPANCY

Subject to availability of space, the College requires that all freshman and sophomores live in housing except as excused for definite reasons expressed in writing and approved by the Director of Auxiliary Services. (See the Standards of Residence and Judicial Handbook for detailed information.) All students subject to this requirement must sign a contract for the full academic year, August-May, or the remainder of the academic year if the student moves in after the beginning of the academic year, and are not permitted to move from the halls during the academic year except as provided in the Standards of Residence and Judicial Handbook and this Contract. A student must occupy the assigned space by 5:00 p.m. on the first day of classes each semester.

VI. 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. Subject to availability of appropriate space, the College will consider mutual requests concerning roommate assignment if both applications are received on or about the same date. 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 spaces. When making housing assignments, the College reserves the right to change an assignment from single occupancy to double occupancy.

VII. USE OF FACILITIES- ROOM ACCESS

The student has authority to use the 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 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 moved within the building or taken from housing without the written consent of the Residence Director. The student will maintain the cleanliness of the room and shared areas 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.

VIII. 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 or his/her guest’s negligence or misconduct and shall indemnify the College for any resulting liability for damages to third parties. Damage within students’ space or common areas is the joint responsibility of the students assigned to the space or common area unless individual responsibility has been determined. 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.

IX. 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.

X. 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 ; 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 prior to July 1 for Fall Semester and December 1 for Spring Semester, the student will receive a full refund of the Deposit and be relieved of the obligation for housing payments for the applicable semester.
- B. If received from July 2 to the day before the halls officially open for Fall Semester and from December 1 to the day before the halls officially open for Spring Semester, the student will receive a refund of \$50 of the Deposit and be relieved of the obligation for housing payments for the applicable semester(s).
- C. If received on or after the day that the halls officially open for each semester, none of the Deposit will be refunded and the student will be charged applicable housing payments for the semester.

Any student who applies for housing 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 will 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.

XI. 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 housing during the academic year, except:

- A. If a student is qualified to move from housing and notifies the Director of Housing and Residence Life in writing 30 days in advance of intent to vacate 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 Deposit will be forfeited and the student shall be charged a percentage of the housing payments for the period of occupancy based on the week in the semester in which the student is officially checked-out. The percentage of the housing payments owed shall be the same as the percentage refund of tuition and fees available for complete withdrawal during that week as set forth in the current year’s Financial Obligations Policy – Refund of Tuition and Fees Schedule. The Financial Obligations Policy is available at <http://www2.adams.edu/administration/business/cost> and by calling 719.587.7728, or 1.866.344.1687.
- B. If a student is qualified to move from housing at the end of any given semester and notifies the Director of Housing and Residence Life in writing on or before the last day of the semester of intent to vacate housing, the Deposit will be refunded, provided there are no damage assessments and all outstanding debts to the College are cleared.

If an eligible student moves from housing without notice and official check-out or a freshman or sophomore moves from housing without approval of the Director of Auxiliary Services and official check-out, the student will shall be charged housing payments for the full semester and the \$100 Deposit will be forfeited.

XII. 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 the first day of classes of each semester, 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 semester and shall forfeit the Deposit. Upon notice of termination, a student has 48 hours to vacate the space. The College may require a student to vacate immediately based on a reasonable belief that the student’s continued presence in housing presents a threat to the student, others, or the campus community.

XIII. 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, or any of the public health agencies in Colorado, which are listed at <http://www.cdphe.state.co.us/oll/locallist.html>

Please check to indicate that the signor(s) of this contract has read the information in Section XIII above and agrees to one of the following: 1) that the student has or will have by the time he/she checks in to 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 Parent/Guardian	Date
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Must be signed by parent/guardian if the student is under 18 at the time of application.