COLORADO SCHOOL OF MINES
2018-2019
MINES PARK STUDENT HOUSING AGREEMENT

THIS STUDENT HOUSING AGREEMENT, hereinafter the "Lease," is entered into by the Board of Trustees of the Colorado School of Mines, for and on behalf of the Colorado School of Mines, hereinafter "Mines," and the undersigned student at the Colorado School of Mines, hereinafter the "Resident," for the purpose of leasing student housing to the Resident subject to the terms and conditions set forth below.

1. Use of Premises. During the term of the Lease, the Resident shall be entitled to the residential use of the assigned housing unit, hereinafter the "Premises." In addition, the Resident shall be entitled to nonexclusive use of the common areas of the assigned housing unit, such as lawns, courtyards, playgrounds, recreational facilities, walkways, and driveways at Mines Park. Mines reserves the right to impose reasonable time and manner of use restrictions upon the common areas of Mines Park.

2. Term.
   a. Returning residents: The term of this Lease shall commence on June 1, 2018, and continue until May 31, 2019, at which time it shall expire unless it is renewed by written agreement of both parties.
   b. Spring residents: The term of this Lease shall commence on January 7, 2019 and continue until May 31, 2019, at which time it shall expire unless it is renewed by written agreement of both parties.
   c. New residents: The term of this Lease shall commence on August 1, 2018, and continue until May 31, 2019, at which time it shall expire unless it is renewed by written agreement of both parties.

If the Resident fails to vacate the Premises on or before the expiration date of the Lease set forth above, Mines shall have the right to evict the Resident. If Mines chooses not to evict the Resident, they shall be considered a holdover tenant during this period and shall be liable for the payment of rent on a month-to-month basis at the rate set forth herein, or at a higher rate specified by Mines pursuant to paragraph 3 below. Maximum length of stay in any Mines Park unit for any Resident shall not exceed three (3) years without the express written consent of the Director of Housing and Residence Life, or designee and Residence Life. The Resident will be required to provide Mines with a decision of renewal of the lease for the following academic year by March 1, 2019.

3. Rental Rate. The anticipated monthly rental rate for the Premises described in paragraph 1 above shall be according to the table below (subject to approval by the Board of Trustees no earlier than May 2018):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>2018-2019 Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mines Park Family Housing 1-bedroom</td>
<td>$1,196.00</td>
</tr>
<tr>
<td>Mines Park Family Housing 2-bedroom</td>
<td>$1,393.00</td>
</tr>
<tr>
<td>Mines Park Single Student 1-bedroom</td>
<td>$1,196.00</td>
</tr>
<tr>
<td>Mines Park Single Student 2-bedroom</td>
<td>$1,638.00</td>
</tr>
<tr>
<td>Mines Park Single Student 3-bedroom</td>
<td>$2,247.00</td>
</tr>
</tbody>
</table>
If the Premises is a Single Student 1, 2 or 3-bedroom Unit, and the number of residents residing in the Premises is less than the maximum number allowed, Resident is responsible only for their individual portion of the monthly Rental Rate set forth above. Residence Life will attempt to place additional student(s) in the Premises until it is rented to full capacity unless Resident provides written notification to Residence Life (housing@mines.edu) of their intent to pursue the following option:

Resident may attempt to find a roommate(s) to fill the vacancy. Resident’s intended roommate(s) must complete the Apartments 2018-2019 application via the housing portal (requesting Resident as a roommate), pay the $50 application fee, receive approval from Residence Life, and execute a Mines Park Student Housing Agreement on or before Census Day each semester. By notifying Residence Life of intent to pursue this option, Resident assumes responsibility for the entire monthly Rental Rate from the date of notification to the date the intended roommate(s) executes a Mines Park Student Housing Agreement, at which time the monthly Rental Rate shall be evenly divided among the Residents of the Premises for the remainder of the Lease Term. Residence Life has the right to consolidate partially empty units and/or request occupants to move units to maximize the number of residents that may reside in each unit by May 31, 2019.

The maximum number of residents that may reside in each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Maximum Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mines Park Family Housing 1 bedroom</td>
<td>2 adults or 1 adult / 1 child</td>
</tr>
<tr>
<td>Mines Park Family Housing 2 bedroom</td>
<td>2 adults or 2 adults / 1 children or 2 adults / 2 children</td>
</tr>
<tr>
<td>Mines Park Single Student 1 bedroom</td>
<td>2</td>
</tr>
<tr>
<td>Mines Park Single Student 2 bedroom</td>
<td>2</td>
</tr>
<tr>
<td>Mines Park Single Student 3 bedroom</td>
<td>3</td>
</tr>
</tbody>
</table>

4. Visitation and Guest Policy
Guests are limited to a maximum visitation of three days/ nights. Residents are responsible for the conduct of their guests and for any financial obligations incurred by their guests while at Mines. In having guests, residents should respect the rights of their roommate and ask permission to have a guest prior to making plans. No more than one guest per bedroom will be allowed, per fire code. Residents are responsible for the behavior of their guests. Visitors who violate the visitation policy or conduct policy or who have become a problem to roommates will be required to vacate the premises. Rules established to regulate conduct, to protect the individual's right to privacy and to promote a proper study atmosphere, as outlined in the Residence Life Policy handbook, shall apply to residents and guests alike. When a guest becomes a nuisance to roommates and/or Mines Park community members, they will be asked to limit their visitation time or may be asked to leave. If the problem persists, they may have further restrictions placed upon them by Department of Housing and Residence Life.

5. Rental Payments.
The rent shall be charged to each student’s Mines account on the first (1st) business day of the month and is due and payable on the 1st day of each month. Rent payments received by Mines after the 5th day of the month shall be considered delinquent, and in addition to the overdue rent payment, the Resident shall be liable for payment of a late fee in the amount of 5% of the overdue rent payment. Rent payments and late fees which remain unpaid by the 1st day of the following month shall also accrue interest at the rate of 18% per annum. Mines shall have the right to increase the rental rate in any offer to renew this Lease. Additionally, Mines shall have the right to increase the rental rate charged to a holdover tenant upon the provision of written notice of such action at least ten (10) days prior to the effective date of the increase.

6. Resident and Occupant Eligibility. Unless otherwise approved by Mines, eligibility for residency at Mines Park is limited to undergraduate students who are enrolled for a minimum of nine (9) credit hours per semester at Mines and graduate students who are enrolled for a minimum of four (4) credit hours per semester at Mines, except during summer
sessions. Family housing occupants of Mines Park may include married couples, partners to a civil union, domestic partners, and any dependent child(ren). Evidence of Resident and occupant eligibility may be required by Mines. Failure by the Resident to maintain eligibility for residency shall constitute grounds for termination of this Lease by Mines. Mines shall have the right to permit the Resident to continue to occupy the Premises notwithstanding a lack of continuous eligibility if, in Mines’ sole judgment, compelling circumstances exist. Apartment units are not restricted by gender. Parents must have legal custody of their dependent child(ren). If additional dependents are added to the family (i.e. birth or adoption of a child), it shall be the Student’s responsibility to notify the Department of Housing and Residence Life within thirty (30) days of the occurrence.

7. **Notification of Termination of Resident Eligibility.** If the Resident's eligibility for residency at Mines Park ceases during the term of this Lease, the Resident is required to supply written notice of this fact to the Mines Park Housing Office within ten (10) days of the loss of eligibility.

8. **Furnishings and Equipment.** The Premises will be supplied unfurnished; however, at a minimum the following appliances and equipment shall be included: stove, refrigerator, dishwasher, toilet, tub, shower, sinks, and window coverings. All such items shall be maintained by the Resident in as good of a condition as existed at the commencement of the Lease, ordinary wear and tear excepted. Under no circumstances shall appliances or equipment owned by Mines be removed from the Premises without the prior written consent of the Department of Housing and Residence Life. Residents are responsible for maintaining life safety equipment, including battery replacement in the smoke detectors as needed, or at a minimum, on an annual basis. Residents are responsible for replacing all lightbulbs in the Premises. All units in the 1800 and 1900 buildings do not come equipped with air conditioning (A/C), however all units in Mines Park do come equipped with heat.

9. **Damages.**
   a. Mines shall examine the condition of the apartment prior to the Resident’s arrival and after the Resident’s departure. Mines staff will assess appropriate charges for damages beyond normal wear and tear by the Resident, including but not limited to extra cleaning; repair of damage to the Premises caused by the fault or neglect of the Resident; replacement or repair of furnishings and equipment located on the Premises, if such replacement or repair is necessitated by the fault or neglect of the Resident; removal of abandoned property; and, payment of overdue rent, fees, and accrued interest. If the Resident fails to return all keys promptly to Mines upon termination of this Lease, their student’s account shall be charged a reasonable sum for re-keying the Premises.
   b. Any damages incurred during the occupation of the unit may be charged at that time. Any charges authorized in this paragraph shall be billed to the Resident’s student account and a hold will be placed on the Resident’s student account until the bill has been cleared.

10. **Utility Service.** The Colorado School of Mines shall provide electricity, gas water, sewer, streaming TV service, and internet service to the Resident at Mines' expense.

11. **Use Restrictions.** The Premises shall be occupied only as a private dwelling and may not be used for business or commercial purposes. Items such as, waterbeds, satellite dishes, storage sheds, window A/C units, portable dishwashers or washers and dryers, all of which create an increased risk or hazard to Mines, are not permitted in or on the Premises. The Resident, as well as their family members, dependents, and guests shall refrain from causing any excessive noise, objectionable disturbance, or nuisance which may interfere with the comfort, convenience, or peaceful enjoyment of other residents. Additionally, neither the Resident, nor their family members, dependents, nor guests shall engage in any act prohibited by the laws of the State of Colorado or the United States while occupying the Premises. **Smoking (as defined in the Residence Life Policy Handbook) is not allowed inside any unit or building on the Premises and smoking must be done 50 feet away from the buildings as to eliminate second hand smoke.** Smoking inside the Premises may result in damage fees to cover the cost of cleaning, repainting, replacing carpet, etc.

12. **Laundry Facilities.** Use of washers and dryers in the Mines Park Community Centers will be available for the **EXCLUSIVE** use of Mines Park residents at no additional cost. Abuse of this privilege will result in consequences up to and including termination of lease.
13. **Animals.** There shall be no pets on the Premises, either residing or visiting, other than harmless aquatic life kept in appropriate domains not to exceed 10 gallons. This provision is strictly enforced by Mines. Violation of this policy will result in possible fine as well as assessment of fees to cover damages, cleaning, repainting, replacing carpet, etc. and/or possible eviction for violation. This provision applies equally to pets of visitors, guests, family members, and dependents of the Resident. Service Animals and Emotional Support Animals are permitted in accordance with all relevant Mines Policies, Procedures and Guidelines in effect during the term of this Lease.

14. **Parking.** In single student apartments, one Mines Park parking permit per lease is included in the cost of rent. Residents of single student apartments are permitted to have one vehicle at Mines Park. In family housing, one Mines Park parking permit per unit is included in the cost of rent. Residents living in family housing with an adult may have two (2) vehicles at Mines Park provided both vehicles are properly registered with Parking Services; both vehicles must display a parking permit. The Mines Park parking permit allows the permit holder to park a vehicle in the residential areas of Mines Park only. Other campus permits are not available for Mines Park Residents. Residents are subject to all policies contained in the Colorado School of Mines Vehicle Operation and Parking Policy (located at [http://inside.mines.edu/Parking](http://inside.mines.edu/Parking)).

15. **Marijuana.** It is prohibited to possess, use, or distribute marijuana for recreational use in any Colorado School of Mines apartment, Colorado School of Mines-owned property or in any public area of Colorado School of Mines as described in the Mines Alcohol and Other Drugs Education and Prevention Policy. Possession of a valid and appropriately held Medical Marijuana Registry identification card does not authorize a Resident or their family members, dependents, and/or guests, to possess, use, or distribute marijuana in any Colorado School of Mines apartment, Colorado School of Mines-owned property or in any public area of Colorado School of Mines. Students who request and receive a valid and appropriately held Medical Marijuana Registry identification card during the term of their lease may submit a request to the Director of Housing and Residence Life or their designee to be released from this Lease without financial penalty. This release option applies only to a Resident with a valid and appropriately held Medical Marijuana Registry identification card, and does not apply to marijuana use or possession by any person under any other circumstance, which is prohibited by Mines policy and federal law.

16. **Weapons and Firearms.** With the exception of handguns carried in accordance with the Colorado Concealed Carry Act, C.R.S. §18-12-201, et seq., Colorado School of Mines policies, rules and regulations, prohibit weapons and firearms anywhere on Colorado School of Mines-owned property. As a contractual condition of residence, Resident hereby waives their right to possess, carry or store any weapon, firearm, or explosives, including concealed carry handguns, in any Colorado School of Mines-owned house, apartment, or residence hall.

17. **Subleasing and Assignment.** The Resident may not sublease the Premises or assign their rights hereunder.

18. **Right of Entry.** Authorized employees of Mines have the right to enter the Premises at reasonable hours and in a reasonable manner to inspect the Premises, to perform maintenance or repair work, or to respond to an emergency or urgent repair need. Health and Safety checks occur once a semester. The Resident will be notified at least 24 hours in advance.

19. **Housing Reassignment or Transfer.** Residence Life shall have the sole discretion to reassign the Resident to a comparable unit upon the provision of a written notice to the Resident at least ten (10) business days prior to the date of reassignment. A voluntary transfer, at the Resident’s election, to another available housing unit within Mines Park, shall require the Resident to complete an application for the next contract term and select renewal to a different apartment. Residents may submit a request to transfer units during Residence Life’s formal intent to vacate and intent to renew period. Renewal requests to a different apartment are handled and approved at the discretion of Residence Life staff on a case by case basis. Students who have requested and been approved in the application for a voluntary transfer will be charged a $250.00 administrative (transfer fee to their student account to cover the costs associated with the transfer and cleaning). This fee does not cover damages assessed by Residence Life staff upon move-out. The option to request a renewal to a different unit is only available for a summer transfer at the beginning of the new contract term. Transfer may occur after the contract term has started. Until the Resident moves to their new apartment, the Resident will pay rent for the current apartment under the 2018-2019 contract term rates starting June 1 or occupation of the new unit.
20. **Resident's Maintenance Obligations.** The Resident shall be responsible for keeping the Premises in good, clean, and safe condition and shall replace all disposable items, such as incandescent light bulbs and florescent lights, consumed in fixtures on the Premises at their own expense. The Resident shall advise Mines immediately of any damaged, broken, or malfunctioning appliance, item of equipment, or part of the Premises via the work order system. In an emergency situation, the Resident may visit the Mines Park Apartment Housing Office, call/visit the Community Assistant on-call, or call 911.

21. **Mines’ Maintenance Obligations.** Mines shall be responsible for maintenance and repair of the building structure and exterior items, such as the roof, doors, and windows. Mines shall also be responsible for repair of the interior of the Premises and any damaged or malfunctioning appliance or fixture, upon receipt of notice or after inspection. If the repair is necessitated by the negligence or fault of the Resident, or their immediate family members, dependents, or guests, the cost of the repair shall be billed to the Resident as provided in paragraph 9 above.

22. **Notice of Hazardous Condition.** The Resident shall immediately advise Mines of any hazardous condition existing on the Premises, and the same shall be repaired or removed promptly by Mines. If the damage or hazardous condition was caused by or is due to the negligence or fault of the Resident, or their immediate family members, dependents, or guests, the repair or removal shall be billed to the Resident as provided in paragraph 9 above. If the invoice is not paid within thirty (30) days from its date of issuance, the Resident shall be liable for payment of the amount of the invoice plus interest at the rate of 18% per annum, which shall continue to accrue until such bill is paid in full. In the event of a hazardous condition, Mines has the right to move Resident immediately to comparable student housing.

23. **Responsibility for Personal Property.** Mines shall not be liable for damage to or destruction of any personal property kept on the Premises, unless such loss is caused by its gross negligence. **Therefore, the Resident is strongly encouraged to insure their personal belongings with an appropriate insurance policy.** Mines has the right to require Residents to clear outside premises of personal belongings. Failure to comply will result in removal of items by Mines.

24. **Communication of Notices.** Any formal notice required to be given under this Lease as well as any Mines Park, policy changes or other written communications from Mines shall be sent via Mines e-mail, first-class mail, certified mail, or hand delivery to the Resident at the Resident's Mines Park address unless a written forwarding address notification has been received from the Resident by the Mines Park Apartment Housing Office. The official communication from Mines to residents is Colorado School of Mines email. If the Premises appear to be vacant and the methods of communication specified above have proved to be unsuccessful, Mines shall have the right to effectuate delivery by posting the communication in a prominent area outside the Premises. The Resident shall deliver all notices and other written communications to Mines by addressing the same to: Mines Park Apartment Housing Office, Colorado School of Mines, 2001 Infinity Circle, Golden, Colorado 80401.

25. **Termination of Lease by Mines.**
   a. In addition to any other rights and remedies, Colorado School of Mines may terminate this Lease upon the occurrence of any of the following circumstances. Termination of lease does not guarantee Resident full financial release from Lease.
      i. Resident fails to pay scheduled rent payments when due and such failure to pay continues for more than one (1) month after the due date; except where Colorado School of Mines has agreed in writing to extend the due date of such payment; or
      ii. Resident breaches, violates, or otherwise is in default of any of the terms and conditions of this Lease; or
      iii. Resident is suspended or dismissed from Mines, or otherwise ceases to be enrolled as a full-time student at Colorado School of Mines. Undergraduate residents must take a minimum of nine (9) credit hours per semester at Mines and graduate residents must take a minimum of four (4) credit hours per semester at Mines, except during summer sessions; those who fall below the established credit hours without written permission from Housing and Residence Life may be subject to termination of their Lease by Colorado School of Mines.
      iv. Resident fails to comply with the rules and regulations set forth in this Lease, the Student Code of Conduct, Colorado School of Mines Policies, Residence Life Policies and Procedures, or any applicable local, state or federal law.
26. Termination of Lease by Resident.
   a. Cancellation Prior to Occupancy:
      i. To officially cancel an apartment application, Residents must cancel their apartment offer in writing prior to occupying the Unit by emailing Residence Life.
         1. If the Resident cancels in writing before May 1, they will be billed for 10% of the total lease room rate, and the fifty dollar ($50) application fee is non-refundable.
         2. If the Resident cancels in writing after May 1, they will be billed for 60% of the total lease room rate, and the fifty dollar ($50) application fee is non-refundable.
      ii. Once Resident takes occupancy, the Resident shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement.
   b. Termination Subsequent to Date of Occupancy for Qualifying Event or Graduation:
      i. Resident may terminate the Lease after the Date of Occupancy upon delivery of written notice to Mines specifying an effective date of termination not sooner than thirty (30) days after Mines’ receipt of such notice for any of the following reasons, each a “Qualifying Event”:
         1. Resident voluntarily withdraws from Mines. Resident’s notice must be accompanied by notification of withdrawal from the Associate Dean of Students’ office;
         2. Resident is drafted or commissioned by the U.S. Armed Forces for active duty; provided, Resident provides documentation to Colorado School of Mines that Resident (1) is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty; and (2) has received orders for permanent change-of-station, or to deploy with a military unit placed on active military duty;
         3. Resident enrolls and participates in an approved Mines study abroad program. Resident’s notice must be accompanied by documentation from the Office of International Programs.
         4. ; or
         5. A graduating postsecondary Resident may terminate the Lease effective on the date of graduation or commencement so long as Resident delivers written
notice to Mines on or before the thirtieth (30th) consecutive calendar day before the date of graduation or commencement.

ii. Following a termination by Resident for December Graduation, Mines will credit Resident’s account with an amount equal to the prorated amount of pre-paid and unearned room charge for Resident’s Unit.

c. Termination Subsequent to Date of Occupancy for Non-Qualifying Event: If Resident is approved to terminate the Lease after the Date of Occupancy for a reason other than a Qualifying Event or Graduation (See Section 25b), or if Resident fails to take occupancy of the Unit assigned to them following the Date of Occupancy, Resident shall forfeit their application fee, their account will be charged a penalty equal to two (2) month’s rent, as well as any charges accrued through the date of official proper check-out (as determined by Residence Life).

d. Intent to Vacate: If the Resident does not file an Intent to Vacate form, even if they vacate the Premises, the Resident has not officially terminated this Lease and will be held responsible for a fine of $200 in addition to any other penalties or charges incurred. If the resident is vacating after the fall semester, for any reason, the resident must vacate the unit no later than the Sunday after graduation.

27. **Surrender of Premises.** When this Lease expires and has not been renewed in writing, or when this Lease is otherwise terminated, Resident shall immediately vacate the Unit and remove all of Resident’s property. If Resident’s property remains in or about a Unit after this Lease has expired without renewal or has been terminated, the Resident will be charged for the removal of any property. If Resident’s property is not reclaimed after the expiration or any termination of this Lease such property will be treated as abandoned property, and Colorado School of Mines may donate or otherwise dispose of such property without liability.

   a. At the conclusion or termination of this Lease, Resident must check-out of the apartment by receiving and completing an express checkout envelope where the appropriate inventory form(s) is completed and keys are returned. Resident’s account may be assessed an improper check-out charge and/or a lock change if check-out process is not followed and/or keys are not returned on time; in addition to applicable cleaning and damage charges.

28. **Waiver and Severability.** Any failure by Mines to enforce compliance with this Lease or to exercise any power which has been conferred by this Lease shall not invalidate the Lease or operate as a waiver of the power or authority which has not been exercised. A declaration or judgment by a court or other competent judicial authority that any provision contained in this Lease is invalid or unenforceable shall not affect the remainder of the Lease, which shall continue in full force and effect.

29. **Force Majeure.** Neither party shall be held in breach of this Lease on account of natural disasters or other events beyond the control of either party including, but not limited to, fire, floods, inclement weather, labor disputes, or civil disorder. The Resident is strongly encouraged to insure their personal belongings with an appropriate insurance policy.

30. **Governing Law and Designated Litigation Venue.** This Lease shall be deemed to have been made and accepted in Jefferson County, Colorado, and the laws of the State of Colorado shall govern any interpretation or construction of the Lease. Any legal action to enforce, modify, interpret, or rescind this Lease shall be commenced and prosecuted in the courts of Jefferson County, Colorado, or in the Federal District Court for the District of Colorado. Each party hereby submits to the personal jurisdiction of said courts and waives the right to change the venue specified in this paragraph.

31. **Recovery of Enforcement and Collection Costs.** If litigation becomes necessary to enforce any provision of this Lease, or to collect any sum due and payable hereunder, Mines shall be entitled to recover all of its reasonable attorney's fees and costs of enforcement or collection in addition to any damages awarded.

32. **Entire Agreement.** This Lease, in conjunction with any rules and regulations contained in the current version of Mines’ Student Handbook, available online at [http://inside.mines.edu/Student_policies](http://inside.mines.edu/Student_policies), and the Mines Park Apartment Condition Form, whichever is applicable, which are incorporated herein by this reference, constitutes the entire understanding between the Resident and Mines on the subject of the Resident's tenancy at Mines Park and supersedes all prior oral discussions and/or written agreements on this subject between the Resident and any officers,
employees, or agents of Mines. Any subsequent modification to this Lease must be in writing and executed by the Resident and an authorized representative of Mines in order to be effective.

The Colorado School of Mines does not discriminate on the basis of age, gender, gender identity, race, ethnicity, religion, national origin, disability, sexual orientation, or military veteran status. Assignment of rooms in Mines Park Apartments is made in accordance with this policy. Assignment selection priority is based on the date of receipt of the application fee to Mines Park Apartments.

END AGREEMENT