



# Exhibit B: General Terms & Conditions

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## **B1: STANDARD OF CONDUCT**

All members of the University of Denver community are expected to uphold the values of Integrity, Respect, and Responsibility. These values embody the standards of conduct for students, faculty, staff, and administrators as members of the University community. As a guest of the University of Denver, you agree to abide by such standards of conduct. The University of Denver institutional values are defined as:

*Integrity:* acting in an honest and ethical manner;

*Respect:* honoring differences in people, ideas, and opinions;

*Responsibility:* accepting ownership for one's own conduct.

Guest agrees that to abide by the rules, regulations, and protocols of the University that are effective or shall become effective during the term of the Agreement. Guest is expected to conform to standards of conduct that are consistent with the educational objectives and priorities of the University of Denver. Respect and consideration for the rights of others and their needs for quiet time and rest must receive priority over other needs. Guest is expected to respond appropriately to requests from staff and other guests concerning behavior that does not honor this priority.

Guest must comply with the Residence Hall General Policies and Procedures attached to this Agreement.

## **B2: ELIGIBILITY**

To be eligible for University housing, Guest understands they must provide documentation of the following criteria:

- Guest must be at least 18 years of age or older;
- Guest must be currently enrolled at or recently graduated within the last 2 months from a college or university; and
- Guest must be participating in an internship, academic course, research project, or training in the Denver metropolitan area.

In addition, Guest must pass a background and criminal check.

## **B3: HOUSING DEPOSIT AND PAYMENTS**

Guest must submit a \$125.00 non-refundable housing deposit in order to reserve housing accommodations. In addition, Guest must provide a \$75 refundable damage deposit that University will return after check-out if no damage or excessive cleaning fees are assessed to Guest.

All housing fees and applicable taxes will be detailed in an Order Confirmation upon acceptance of this Agreement.

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Guest agrees to pay all housing fees set forth in Exhibit D. Housing fees will be charged monthly on the first business day of each month, paid in advance. Guest must authorize a credit card for CES to process all payments.

#### **B4: ASSIGNMENT OF ACCOMMODATIONS**

- The University does not guarantee assignment in accordance with a specific request or first choice of hall, room, floor/wing, or occupancy. Space is offered according to a priority schedule; assignments are made according to the date the University receives the signed Agreement.
- The housing assignment will be held for the Guest until **[specified date & time]** Unless CES has provided prior written permission, if the Guest does not check-in by this deadline, Guest may lose the housing assignment and the non-refundable housing deposit.
- The Guest will be notified of Guest's assigned living quarters at the email address given on the Agreement. Housing assignments will **not** be given prior to **[specified date & time]**.
- Once assignments have been made, requests for room changes will not be accepted.
- The University reserves the right to make temporary assignments and to reassign Guests by consolidation in order to accommodate the maximum number of Guests in the residence halls.

#### **B5: FIRE AND SAFETY**

Rooms are equipped with the latest technology in fire safety, offering a high level of protection in the event of a fire. Guests must be aware of some very important precautions:

- Each sprinkler head operates with a "fusible link," a small device that melts under the heat of fire and releases the water flow. The sprinkler head can be activated by striking the fusible links or pulling or striking the pipes of the system, such as if a guest hangs any object from the sprinkler head or if a guest carries or throws an object that hits the sprinkler head.
- Because the fusible links are very sensitive, and Guest must be extremely careful not to touch, throw anything at, or hang anything from them. The sprinkler heads are tied into a powerful building-wide sprinkler system. When the sprinklers are activated, they will generate more than forty (40) gallons of water each minute from each head. The water will damage personal belongings in the room as well as damage other guests' belongings in other rooms on that floor and the floors below. If the Guests intentionally or carelessly activates the sprinkler system, Guest will be held accountable for the resulting water damage.
- If Guest intentionally or carelessly causes a fire, Guest will be held accountable for the resulting the damage caused by the fire and/or water.
- By signing this Agreement, Guest understands that Guest will be held liable for damage if Guest activates the sprinkler system, whether intentionally or accidentally.

#### **B6. CANDLES, FIREWORKS, ANIMALS, WHEELED DEVICES, ALCOHOL AND DRUGS**

- The use of candles on the University's campus requires a Special Event Open Flame Permit issued by the City and County of Denver.
- The use of fireworks (including sparklers) is illegal in the City and County Denver and not allowed on the University's campus.

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- Only service animals are allowed in University facilities.
- The University does not permit pets in University housing or adjacent grounds. If a Guest is found to have a pet in the residence hall, the pet must be removed from campus immediately, and the Guest will receive a fine of \$50 per incident until the pet is removed. Repeated incidents will result in termination of this Agreement, and Guest will forfeit University housing. Guest will also be responsible for any damages caused by keeping a pet in the residence hall.
- Bicycles, in-line skates, skateboards, skates or scooters are not allowed in University facilities.
- Guest agrees to comply with state laws, city ordinances, and University policies with regard to the possession or use of fermented malt beverages, intoxicating liquors, and illegal drugs, and agrees that Guest's room shall not be used for any purpose contrary to the law or University policy. Colorado law allows individuals to possess a limited amount of marijuana for medical or recreational purposes. While the use of marijuana is not a criminal offense in the State of Colorado, possession or use is prohibited on the University of Denver campus, including in University housing. Additionally, marijuana paraphernalia is not permitted in University housing. Possession of a Medical Marijuana Registry Identification Card does not authorize Guest, or their visitors, to possess or use marijuana on campus property. If Guest violates these restrictions, this Agreement will be terminated, and the Guest will forfeit University housing.

#### **B8: ROOM ACCESS AND CHANGES**

Guest is responsible for securing Guest's room key and building access card for the duration of the Guest's stay, and that it must be returned upon check-out. Guest agrees to pay replacement charges for any keys, access cards or items belonging to the University that are not returned upon check-out.

#### Guest Room Entry

The University reserves the right to assign, reassign, and/or change room status from single occupancy to double occupancy or double occupancy to single occupancy when the University deems such necessary. The University also reserves the right to enter assigned living quarters without notice for the purpose of inspecting the premises when an authorized agent of the University has reasonable belief that:

- Entry is necessary to investigate a concern about the to the health, safety, or welfare of a guest or member of the University community;
- A suspected violation of University policies or a crime has occurred;
- Cleaning, maintenance, repair and/or other related inspection is necessary;
- Completion of closing procedures require verification;
- Inspection is needed to verify that the living quarters are ready for a new guest; or
- University property is being or has been damaged.

If possible, the University will not enter Guest's room unless accompanied by Guest or Guest's authorized representative.

Guest shall not make alterations or changes in the premises without the prior written consent of CES. Upon the expiration or prior termination of the Agreement, at the election of CES and at the expense of Guest, Guest shall restore the premises to the character and condition that prevailed before any

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alterations and changes were made. Guest shall not remove property belonging to the University from any building without specific prior written authorization from CES.

The University is not liable for the loss or damage to the property belonging to the Guest, or for any personal goods stored in the residence hall, including, without limitation, money, clothing, other valuables, or items delivered to the residence hall facilities by mail or otherwise. Guests are encouraged to carry insurance for their personal possessions.

Each Guest is issued a key to their room and access card for the residence hall. Failure to return the key or access card for any reason when the Guest checks out or will result in a charge to the Guest.

## **B5: CANCELLATION OF AGREEMENT**

### Termination & Expectations

Guest expressly agrees that the University may terminate this Agreement and take possession of the room at any time for violation of the Agreement, violation of University rules and regulations, or where necessary to protect the health, safety and welfare of Guest or other members of the University community.

The University also reserves the right to reassign Guest within a building or between buildings for administrative or disciplinary reasons when such action is deemed necessary by the University.

Guest must maintain their room in a clean and orderly fashion as determined by CES or its designee. Failure to do so may result in one of the following actions against the Guest:

- imposing a cleaning fee;
- requiring the Guest's room to pass periodic inspections;
- reassigning or removing the Guest as a disciplinary action within a time period to be determined by CES.

Guests whose behavior is disruptive to others will be required to leave immediately, will result in termination of this Agreement, and Guest will forfeit University housing.

The following applies if the Guest cancels this Agreement for reasons other than the end of Guest's stay as defined under this Section:

#### Prior to Occupancy

Written notification of cancellation of the Agreement must be submitted and received by CES no later than **[specified date & time]**.

#### After Occupancy

CES may, in its sole the discretion, permit cancellation of the Agreement based on an unanticipated change in circumstance beyond the Guest's control. Guest must initiate such requests in writing through CES.

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### Cancellation by the University

University may cancel the Agreement based on Guest's failure to comply with the Agreement terms or the Residence Hall General Policies and Procedures.

### Safety Concerns

Should the Guest, in the opinion of University staff, present a danger to their safety or welfare or to the safety or welfare of others, University reserves the right to remove Guest from the residence halls immediately until the University has an opportunity to assess the situation and make a determination regarding the continuation of the Agreement.

The University reserves the right to terminate this Agreement for "Good Cause." "Good Cause" shall include, but not be limited to:

- Intervening maintenance so as to prevent the use of University housing;
- Loss of use or temporary utility outages (including, but not limited to, problems with utility systems or heating or cooling systems and loss of electricity) so as to prevent the use of University housing;
- Administrative or operational difficulties pertaining to facilities or surrounding premises so as to prevent the use of University housing;
- Damage or destruction caused by fire so as to prevent the use of University housing;
- Strikes and/or national emergency;
- Construction delays; or
- Weather or other Acts of God, or any other cause beyond the control of the parties so as to prevent the use of University housing, including, but not limited to, pandemic, epidemic, or any new, changed, or reasonably unanticipated law or governmental order, rule, regulation or government action which restricts or prohibits the obligations contemplated by this Agreement.

In the event the University terminates this Agreement for "Good Cause," the University shall refund any prepaid amounts minus services rendered prior to termination and any non-reimbursed costs or non-cancelable commitments incurred by University prior to termination. The University shall not be liable for loss of profits, future business opportunities or otherwise as a result of termination of this Agreement for Good Cause.

## **B6: ADDITIONAL CONDITIONS**

### Non-Smoking Policy

The University's campus is 100% smoke-free and smoking is not allowed indoors or outdoors on University-owned and operated campus grounds; this prohibition does not apply to sidewalks or other public rights-of-way surrounding the University's campus. For more information, please review [the University's smoke-free campus policy](#).

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### Acceptable Use of Computer and Network Systems

While on campus for the Event, Guest must comply with the University's [Acceptable Use Policy for Computer and Network Systems](#).

- Guest is responsible for any and all expenses related to the misuse of computers, networks, or any other technology services provided. Any violation of these policies may result in a penalty of \$1,000 plus any other incidental expenses.
- Guest may access the University's Guest Wireless Network with Event-specific credentials issued by the University only.

### Miscellaneous

Guest agrees that to abide by the rules, regulations, and protocols of the University that are effective or shall become effective during the term of the Agreement.

- Guest must register all visitors, and overnight visitors are not allowed. Guest's visitors must comply with University rules and regulations, including but not limited to applicable University's COVID-19 protocols. As the visitor's host, Guest is responsible for the actions of Guest's visitors.

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## Exhibit C: Residence Hall Policies & Procedures

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1. Exterior doors to the residence halls are locked 24 hours a day. Anyone entering a residence hall must do so with a swipe card or be allowed in by the front desk staff.
2. No alcohol is allowed in rooms where any guests are under 21 years of age. If Guest is 21 years of age and older, Guest may have alcohol in their room only and not in the hallways or other public areas.
3. The University of Denver is a 100% smoke-free campus, meaning that smoking is not permitted indoors or outdoors on campus property. For more information, please review [the University's smoke-free campus policy](#).
4. If there is a fire alarm or there is a fire in the building, **Guest must exit the building right away** and gather with others at a safe distance away from the building. Guest must not go back to Guest's room for any belongings. Follow the directions of University of Denver staff on duty and **do not go back into the building until the fire department has cleared guests to do so**.
5. It is a criminal offense to activate a fire alarm when there is no fire or danger of a fire. If Guest activates an alarm and there is no danger of fire, Guest will be held responsible for any fines or damages resulting from the incident and may face criminal charges. Guest may be removed from University housing and asked to leave the University of Denver.
6. If there is a tornado warning, go to the basement of the building. If Guest is in a building where there is no basement, go to a bathroom or covered room that is not near windows.
7. Quiet hours are 10:00 pm to 7:00 am Sunday night to Friday morning, and 12:00 am to 9:00 am Friday night to Sunday morning.
8. If Guest is caught throwing items out the window of Guest's room, Guest may be removed from University housing and asked to leave the University of Denver.
9. Refrigerators in the residence hall rooms may be used, provided that, if the refrigerator is left unclean upon check-out, Guest will be assessed an "excessively dirty" fee. Due to the high fire potential, hot plates, halogen lamps, and the burning of candles and/or incense are prohibited in the residence halls.
10. University will assess a \$25.00 custodial fee per room for rooms left excessively dirty or with an excessive amount of trash, including leaving large amounts of food in the micro-fridges.
11. **In case of a life-threatening emergency, please dial 911. For all other emergencies or to report an incident, please contact Campus Safety at (303) 871-3000 (emergency line) or 303-871-2334 (non-emergency line).**

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## Exhibit D: COVID-19 Addendum (Internships)

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To mitigate the spread of COVID-19, the following requirements described in this addendum are incorporated into these Terms and Conditions. Guest must comply with these requirements. By agreeing to stay in University housing on the University of Denver campus, Guest agrees to comply with the following requirements:

### Pre-Arrival

- Guest must provide University proof of a negative COVID-19 PCR test (nasal swab or saliva) from a sample taken no earlier than forty-eight (48) hours prior to check-in on campus. The University will not accept antigen tests.
- The University strongly recommends that Guest complete a fourteen (14)-day quarantine, including daily symptom monitoring, prior to arrival on campus.
- The University strongly encourages Guest to become fully vaccinated against COVID-19 prior to arrival on campus.

### On Campus

- Guest must comply with all applicable [University COVID-19 protocols](#), including but not limited to requirements for (a) visitor symptom screening; and (b) wearing masks/face coverings.
- If Guest is required to wear a mask/face covering, Guest must bring multiple masks/face coverings to wear for the duration of their stay in University housing. If Guest is unable to launder their masks/face coverings, Guest should bring sufficient masks/face coverings to wear a clean mask/face covering each day and to change the mask/face covering when it becomes wet, dirty or difficult to breathe through, as applicable.
- The University will perform cleaning and disinfecting consistent with the University's [COVID-19 Protocols for Cleaning and Disinfection](#).

### Testing, Contact Tracing, Quarantine & Isolation

- Guest must undergo a COVID-19 PCR test the day after their arrival on campus.
- Guest will undergo additional COVID-19 PCR testing on the same testing schedule set forth in the COVID-19 Mandatory Testing Protocol for Undergraduate Students Living in Congregate Housing who have no Verified Record of Full Vaccination.
- If Guest experiences symptoms of COVID-19 or is exposed to COVID-19, Guest must immediately report the symptoms/exposure to the University's COVID-19 Response Team at 303-871-COVD and must undergo COVID-19 PCR testing.
- If Guest receives a positive result from a COVID-19 test, Guest must isolate, and anyone who has had close contact with Guest must undergo COVID-19 PCR testing and must quarantine for the duration required by the applicable public health agency.
  - The length of quarantine required depends on the instructions from the local public health agency.

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- The University will make available isolation space in University Loft apartments at a rate equivalent to the housing fees for University housing.
- Guest will be responsible for making arrangements for meals and for the cost of all meals during quarantine and/or isolation.
- If Guest is determined to be a close contact of someone who receives a positive result from a COVID-19 test, Guest may: (a) quarantine in their assigned room; (b) may move to one of the hotels at which University has negotiated discounted rates; or (c) to avoid quarantine, provide documentation that shows Guest is fully vaccinated against COVID-19, which means producing a copy of their COVID-19 vaccine card demonstrating that Guest is at least two (2) weeks after the final dose of a vaccine authorized by the U.S. Food & Drug Administration.
- Guest must fully cooperate with contact tracing efforts.
- University will charge Guest a minimum of \$25 per week for testing services.

#### After Move out

- The University strongly recommends that Guest complete a quarantine, including daily symptom monitoring, after returning home from campus.
- If Guest receives a positive result from a COVID-19 test or develop symptoms of COVID-19 within two (2) weeks after leaving campus, Guest must report the information to the University through CES for contact tracing purposes.

#### Housing Cancellation/Discontinuation:

- The University will discontinue or cancel Guest's housing under the following circumstances:
  - A lack of ability to isolate new positive cases or quarantine high contact risk cases of individuals in University housing.
  - Campus-wide or local community positivity rates that are considered unsafe by local public health officials.
  - Inability to perform adequate contact tracing consistent with governmental requirements or recommendations.
  - Local public health officials state that there is an inability for the hospital infrastructure to accommodate a surge in COVID-19 related hospitalizations.
- The University will provide Guest a prorated refund of any unused housing fees based on the date that University discontinued or canceled Guest's housing.

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