COLORADO SCHOOL OF MINES
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 "CSM," 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. CSM reserves the right to impose reasonable time and manner of use restrictions upon the common areas of Mines Park.

2. **Term.** The term of this Lease shall commence on **August 1, 2014,** and continue until **May 31, 2015,** at which time it shall expire or may be 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, CSM shall have the right to evict the Resident. If CSM chooses not to evict the Resident, he or she 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 CSM pursuant to paragraph 3 below. Maximum length of stay in any CSM-provided housing for any Resident shall not exceed five (5) years without the express written consent of the Director of Housing and Residence Life. If the Resident does not file an Intent to Vacate form, even if he or she vacates the Premises, the Resident has not terminated this Lease and will be held responsible for a fine of $200 and/or the full amount of rent due. The Resident will be required to provide CSM with a decision of renewal of the lease for the following academic year by March 1st, 2015.

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 2014):

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>2014-15 Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mines Park Family Housing 1 bedroom</td>
<td>$868.00</td>
</tr>
<tr>
<td>Mines Park Family Housing 2 bedroom</td>
<td>$950.00</td>
</tr>
<tr>
<td>Mines Park Single Student 1 bedroom</td>
<td>$868.00</td>
</tr>
<tr>
<td>Mines Park Single Student 2 bedroom</td>
<td>$1,140.00</td>
</tr>
<tr>
<td>Mines Park Single Student 3 bedroom</td>
<td>$1,560.00</td>
</tr>
</tbody>
</table>

In the case of multiple roommates, the full rental rate will be split equally among the remaining roommates. It is not the responsibility of CSM to fill a vacancy within a unit in such cases. 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/1 child</td>
</tr>
<tr>
<td>Mines Park Family Housing 2 bedroom</td>
<td>2 adults/3 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>

The rent shall be charged to the students’ CSM account and is payable in advance on the 1st day of each month, prorated by the CSM Department of Residence Life, for partial month if the Resident is graduating. Rent payments received by CSM 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 CSM Mines Park Student Housing Agreement v. 01.14
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. CSM shall have the right to increase the rental rate in any offer to renew this Lease. Additionally, CSM 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.

4. **Resident and Occupant Eligibility.** Unless otherwise approved by CSM, eligibility for residency at Mines Park and Jones Road is limited to undergraduate students who are enrolled for a minimum of nine (9) credit hours per semester at CSM and graduate students who are enrolled for a minimum of four (4) credit hours per semester at CSM, except during summer sessions. Family housing occupants of Mines Park must be immediate family members or legal dependents of the Resident, or short-term guests. Evidence of Resident and occupant eligibility may be required by CSM. Failure by the Resident to maintain eligibility for residency shall constitute grounds for termination of this Lease by CSM. CSM shall have the right to permit the Resident to continue to occupy the Premises notwithstanding a lack of continuous eligibility if, in CSM's sole judgment, compelling circumstances exist.

5. **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 CSM Housing Office within ten (10) days of the loss of eligibility.

6. **Furnishings and Equipment.** The Premises will be supplied unfurnished; however, at a minimum the following appliances and equipment shall be included: stove, refrigerator, dishwasher, toilets, tub, shower, sinks, and window coverings. All such items shall be maintained by the Resident in as good a condition as existed at the commencement of the Lease, ordinary wear and tear excepted. Under no circumstances shall appliances or equipment owned by CSM be removed from the Premises without the prior written consent of the CSM Housing Office. 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.

7. **Damages.** CSM shall examine the condition of the apartment prior to the Resident’s arrival and after the Resident’s departure. CSM staff will assess appropriate charges for damages beyond normal wear and tear by the Resident, including but not limited to extraordinary 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 CSM upon termination of this Lease, his or her student’s account shall be charged a reasonable sum for re-keying the Premises. Any charges authorized in this paragraph shall be billed to the Resident’s student account and records for the Resident will be frozen until the bill has been cleared.

8. **Utility Service.** CSM shall provide water, sewer, expanded basic cable, and internet service to the Resident at CSM's expense. The Resident shall be responsible for arranging and paying for gas (if at Jones Road) and electricity, at a minimum, and telephone service, if desired.

9. **Use Restrictions.** The Premises shall be occupied only as a private dwelling and for no other purpose. Such things as commercial activities, waterbeds, satellite dishes, storage sheds, and/or any additional uses such as portable dishwashers or washers and dryers, which create an increased risk or hazard to CSM, are not permitted in or on the Premises. The Resident as well as his or her 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 his or her family members, dependents, or guests shall engage in any act prohibited by the laws of the State of Colorado or the United States while occupying the Premises. Smoking is not allowed inside any unit or building on the Premises and smoking must be done far enough away from the buildings to eliminate second hand smoke.

10. **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.

11. **Pets.** There shall be no pets on the Premises, either residing or visiting, other than harmless aquatic life kept in appropriate domains not to exceed 15 gallons. This provision is strictly enforced by CSM. Violation of this policy will result in a $100 assessment and/or possible eviction for violation. This provision applies equally to pets of visitors, guests, family members, and dependents of the Resident.

12. **Parking.** In single student apartments, one Mines Park parking permit per Resident is included in the cost of rent. Residents of single student apartments are permitted to have one vehicle at Mines Park per Resident. 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. The Mines Park parking permit allows the permit holder to park a vehicle in the residential areas of Mines Park only. Residents are subject to all policies contained in the CSM Vehicle Operation and Parking Policy (located at [http://inside.mines.edu/Parking](http://inside.mines.edu/Parking)).
13. **Medical Marijuana.** Possession of a valid and appropriately held Medical Marijuana Registry identification card does not authorize a Resident or his or her family members, dependents, and/or guests, to possess, use, or distribute marijuana in any university apartment, university-owned property or in any public area of the university. 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 his/her 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 CSM policy and federal law.

14. **Weapons and Firearms.** With regard to any weapons other than handguns carried in accordance with the Colorado Concealed Carry Act, C.R.S. §18-12-201, et seq., University policies, rules and regulations, prohibit weapons and firearms anywhere on University premises. Additionally, no Resident is allowed to possess, carry or store any weapon, firearm, or explosives, including concealed carry handguns, in any University-owned house, apartment, or residence hall. A Resident who obtains a valid concealed carry permit during the term of this Lease may submit a request to the Director of Housing & Residence Life or his/her designee to be released from this Lease without financial penalty.

15. **Subleasing and Assignment.** The Resident may not sublease the Premises or assign his or her rights hereunder.

16. **Right of Entry.** Authorized employees of CSM 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.

17. **Housing Reassignment or Transfer.** CSM shall have the sole discretion to reassign the Resident to comparable student housing upon the provision of a written notice to the Resident at least ten (10) business days prior to the date of CSM’s proposed action. A voluntary transfer, at the Resident’s election, to another available housing unit within Mines Park, shall require the Resident to file an Intent to Vacate form and pay to CSM a $100 administrative transfer fee to cover the costs associated with the transfer.

18. **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 his or her own expense. The Resident shall advise CSM immediately of any damaged, broken, or malfunctioning appliance, item of equipment, or part of the Premises.

19. **CSM’s Maintenance Obligations.** CSM shall be responsible for maintenance and repair of the building structure and exterior items, such as the roof, doors, and windows. CSM 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 his or her immediate family members, dependents, or guests, the cost of the repair shall be billed to the Resident as provided in paragraph 4 above.

20. **Notice of Hazardous Condition.** The Resident shall immediately advise CSM of any hazardous condition existing on the Premises, and the same shall be repaired or removed promptly by CSM. If the damage or hazardous condition was caused by or is due to the negligence or fault of the Resident, or his or her immediate family members, dependents, or guests, the repair or removal shall be billed to the Resident as provided in paragraph 7 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, CSM has the right to move Resident immediately to comparable student housing.

21. **Responsibility for Personal Property.** CSM 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 his or her personal belongings with an appropriate insurance policy.

22. **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 CSM shall be sent via 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 CSM Housing Office. If the Premises appear to be vacant and the methods of communication specified above have proved to be unsuccessful, CSM 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 CSM by addressing the same to: Residence Life Apartment Housing Office, Colorado School of Mines, 2001 Infinity Circle, Golden, Colorado 80401.

23. **Termination of Lease By CSM.** If any of the following occur, CSM may terminate this Lease immediately upon written notice to the Resident and the Resident must vacate the Premises immediately: the Resident is suspended from CSM for disciplinary or academic reasons; the Resident fails to maintain his or her student enrollment at CSM as required by this Lease; the Resident withdraws from CSM; the Resident requests readmission and is denied; the Resident abuses or neglects the Premises; or, the Resident violates any material term or condition of this Lease. If CSM wishes to terminate this Lease for any reason other than those specifically listed above, it must provide written notice of its decision to the Resident at least thirty (30) days prior to the date upon which the Premises must be vacated.
24. **Termination of Lease By Resident.** If the Resident is graduating from CSM, the Resident may terminate this Lease in his or her final semester with CSM by filing an Intent to Vacate form with the CSM Residence Life Apartment Housing Office. Termination of this Lease by the Resident under this provision will take effect sixty (60) days after the form is filed with the Office. The Resident will be responsible for payment of rent until the sixtieth (60th) day after the Resident's Intent to Vacate form is received by the CSM Residence Life Apartment Housing Office.

25. **Intent to Vacate.** All residents must file an Intent to Vacate form with the CSM Residence Life Apartment Housing Office at least sixty (60) days prior to the date they intend to vacate the Premises.

26. **Surrender of Premises.** Upon termination of this Lease, the Resident shall surrender the Premises to CSM in as good a condition as existed at the commencement of the Lease, ordinary wear and tear excepted. At or prior to the time upon which the Premises are surrendered to CSM, the Resident shall participate in a check-out inspection with a designated CSM representative.

27. **Abandonment of Personal Property.** If the Resident leaves any personal property on the Premises following the termination of this Lease, such property shall be deemed to have been abandoned by the Resident. In such a case, CSM shall have the right to sell the abandoned personal property for its benefit or remove and dispose of the abandoned property at the Resident's expense.

28. **Waiver and Severability.** Any failure by CSM 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.

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, CSM 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, consisting of four (4) pages, in conjunction with any rules and regulations contained in the current version of CSM’s Student Handbook, available online at http://inside.mines.edu/Student_policies, and the Mines Park Apartment Condition Form or Jones Road Condition Form, whichever is applicable, which are incorporated herein by this reference, constitutes the entire understanding between the Resident and CSM on the subject of the Resident's tenancy at Mines Park/Jones Road and supersedes all prior oral discussions and/or written agreements on this subject between the Resident and any officers, employees, or agents of CSM. Any subsequent modification to this Lease must be in writing and executed by the Resident and an authorized representative of CSM in order to be effective.

**RESIDENT**

Resident Signature

Name (Printed)

Date

**COLORADO SCHOOL OF MINES**

Authorized Signature

Name (Printed)

Date