

OCCUPANCY POLICY FOR COLORADO SCHOOL OF MINES OWNED GREEK HOUSES
Updated 2020-2019

1) **Individual Housing Contract:**

- a) Each student member living in the house will contract with the Colorado School of Mines Student Activities, Involvement, & Leadership Office for a room tenancy on a Colorado School of Mines Greek Housing Contract. The student will be assessed room rates by Colorado School of Mines as part of the student's institutional financial charges.

2) **Rent:**

- a) Base rent, which shall be calculated at an annual rate and assessed in two equal installments at the start of each semester, will be based on an amount derived by calculating design occupancy times a specific room rate. An amount for each occupant will be calculated at the average rate for comparable rooms at Mines. It is understood that these rates will be subject to annual adjustments in accordance with the Mines budget and fee adjustment process. Proposed adjustments will be shared with Chapter Advisors and Presidents prior to presentation to the Board of Trustees for approval. The rent collected will cover bond obligation, repair and replacements costs, building and grounds maintenance, administration of laundry machines, and all utilities including basic television and phone service. Upgrades to phone and cable television are at student's expense.

3) **Application Fee & Contracts:**

- a) An application fee of \$50 will be charged to each student filling out a housing application. In the event a student is not assigned to a space in the house this fee will be refunded to the student. Each student will sign a contract for the full academic year. The contract lists specific provisions which may allow exemptions from contractual agreement.

4) **Base Amount Rent Payment:**

- a) The BASE AMOUNT is defined as the revenue generated when at least 90% of the beds are full over the course of the academic year. The 90% amount is indicated below:
 - i) Alpha Phi – 19 / 21
 - ii) Pi Beta Phi – 19 / 21
 - iii) Sigma Kappa – 19 / 21
 - iv) Phi Gamma Delta (FIJI) – 21 / 23
- b) The chapters are required to average at least 90% occupancy throughout the year. If a chapter does not reach the 90% average, calculated after the Census Day in the Spring, it may be held financially responsible for the BASE AMOUNT for the unoccupied spaces. Exemptions may apply in conversation with the Fraternity and Sorority Life Coordinator and Director of Housing and Residence Life.
- c) Mines can require the chapters to be at full capacity or be financially responsible for the amount if deemed necessary to cover expenses of the chapter houses.

d) Students breaking their contract and being held individually responsible for the remainder or a portion thereof will count toward the 90%.

5) **BlasterCard & Key System:**

a) Fraternity and Sorority chapter members agree to comply with the policies and regulations of the BlasterCard system in place of exterior door keys. It is the resident's responsibility to report missing, lost, or stolen cards immediately to the Chapter and / or Fraternity and Sorority Life Coordinator. Chapters shall provide lists of those who need access at the beginning of each fall, spring, and summer semesters.

i) Master Keys_– Master Keys shall be kept in the house in a code box provided by the university. All executive board members will have access to the master keys for lock-out purposes.

ii) Advisor Access - access cards shall be checked out through the Fraternity and Sorority Life Coordinator and remain active for two years or until the end of the advisor's service period.

6) **Insurance:**

a) The School shall be responsible for all premiums for fire and casualty insurance. However, each Chapter shall be responsible for premiums for liability insurance in reasonable amounts but not less than \$1,000,000.00 per claim. If damage is sustained to the subject property giving rise to an insurance claim and subsequent payment thereof, the proceeds shall be payable to the School. The School will use these proceeds for the repair or replacement of the damaged property.

7) **General Maintenance Services:**

a) The School will provide maintenance services during normal business hours (Monday through Friday, 7:00 am to 5:00 pm) as well as non-routine and after-hours services in cases of emergencies and during breaks and holidays.

8) **Maintenance of Grounds:**

a) The School will provide routine maintenance of grounds (including litter control, mowing, trimming, shrubbery, snow removal and related matters), consistent with those services provided to the residence halls, as part of the rent.

9) **Custodial Service:**

a) The Chapter has the option to request the School to provide routine custodial services under the same agreement as outlined in items ten and eleven for maintenance and grounds services.

10) **Inspection:**

a) Mines is committed to respecting the STUDENT'S right to privacy. However, the right to enter rooms to perform required maintenance, to determine the condition of Mines property, to regulate suspected violations of Mines rules and regulations, and to maintain the health and safety of all students is reserved.

- i) Throughout the year, including vacation periods, the University reserves the right to clean, check and repair campus housing rooms. Whenever possible, the University will notify the student in advance of maintenance work to be done and shall exercise all reasonable care with personal belongings of the student. The University will not be responsible for loss or theft of any personal belongings in student rooms.
- ii) Health and Safety/Fire Code Inspections will be conducted by the Student Activities, Involvement, & Leadership Office and/or Chapter Representatives twice a year in the Chapter Houses. The University reserves the right to remove any object or material from a student room that would violate a University regulation. Also, if a student fails a health and safety inspection the student must correct the issue within 48 hours and continuously maintain compliance until the end of their contract. Disciplinary action may be taken with any student(s) found in possession/non-compliance with such items or requests to fix, including but not limited to Health and Safety Violations (cleanliness, etc.) and Policy Violations. If a student is found non-compliant with any violation the University reserves the right to terminate the Residence Hall Contract.
- iii) Guidelines for Room Entry: The University respects the right of the student to the privacy of his/her room. However, for reasons of safety, health, general welfare or official business, including reasonable grounds to suspect a violation of University policy, the University reserves the right to enter a student room, and may do so without prior notification or without the student's presence, if necessary.

11) **Damages:**

- a) The STUDENT agrees to pay for any damage to the building, floor, suite, or room assigned to the STUDENT, including fire damage, damaged or missing furniture, lost property, lost keys, necessary lock changes, or service costs caused by the STUDENT because of actions, neglect, or intent. Where two or more residents occupy the same room, suite, or apartment, and the responsibility for damage, loss, or any other charges cannot be ascertained by Mines, the cost of the damage, loss, or charges will be allocated and assessed equally to all occupants of the room, suite, or apartment. All residents are responsible for individual and community damages collectively.
- b) Mines assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of the STUDENT, regardless of cause. This includes losses that occur in the STUDENT'S room, public areas, or other areas of the building. Students are encouraged to carry their own personal property insurance.
- c) All items hung on the walls of individual rooms should be hung using poster putty or command strips. Nails, hooks, tacks, duct tape and other destructive materials/hanging devices are prohibited, including dart boards.

12) **Maintenance Obligations:**

- a) 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

Mines immediately of any damaged, broken, or malfunctioning appliance, item of equipment, or part of the Premises.

- b) 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 his or her immediate family members, dependents, or guests, the cost of the repair shall be billed to the Resident.

13) **Notice of Hazardous Condition:**

- a) 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 his or her immediate family members, dependents, or guests, the repair or removal shall be billed to the Resident. 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.

14) **Force Majeure:**

- a) 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.

15) **Utilities:**

- a) The Colorado School of Mines will be responsible for the following utilities:
- i) House phone lines
 - ii) Chapter Living Room Cable TV connection or comparable service
 - iii) Individual Room Cable TV connection or comparable service
 - iv) Data line connectivity/Wi-Fi
 - v) Water
 - vi) Sewer
 - vii) Gas Service, inclusive
 - viii) Electric Services, inclusive
 - ix) Custodial Supplies (typically and as needed)

16) **Subleasing:**

- a) Without the specific written consent of the School, neither the Chapter nor a member of the Chapter may sublet the premises.

17) **Lawful Purpose:**

- a) The Chapter agrees:
- i) not to use or occupy said premises for any unlawful purpose; and to conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of all governmental authorities or agencies, and must follow all Colorado School of Mines and National Organization rules and regulations, respecting the use and occupancy of said premises;

- ii) to make no alterations or additions to said premises without the written consent of the School, whose consent shall not be unreasonably withheld;
- iii) to permit the School to enter upon said premises at all reasonable times to examine the condition of the same; and
- iv) that no pets will be permitted on the premises at any time.

18) **Food Services:**

- a) The Chapter agrees to provide all food services in conjunction with the operation of the fraternity/sorority and to follow all health code policies and regulations. Alternatively, students may obtain meals from Mines or elsewhere.

19) **Chapter Fees:**

- a) Assessment and collection of Chapter dues, fees, and similar charges will be made by the Chapter, unless specifically agreed upon by the Colorado School of Mines.

20) **Furniture and Fixture Ownership:**

- a) All furniture, fixtures and any replacements or additions thereto bought by Mines shall be the property of Mines. Furniture and fixtures purchased or rented by the Chapter that can be removed without damage to the premises shall be the property of the Chapter and may be removed at the expiration of this memorandum of understanding or any extension thereof.

21) **Pets:**

- a) Pets, except fish (15-gallon tank maximum), are not permitted in the campus owned Fraternity and Sorority houses.

22) **Smoking:**

- a) ALL campus and State buildings, including any campus housing, are designated as nonsmoking on the interior part of the building. When smoking on-campus you must remain 50 feet away from open windows, doors, and ventilation intake systems. Hookahs and open-flame/coal smoking devices are not permitted in the campus owned Fraternity and Sorority houses.

23) **Cleanliness:**

- a) It is your responsibility to keep your room clean. Personal hygiene is very important in a close community environment.
- b) Residents are responsible for cleaning up any mess made in the kitchen or other common areas.
- c) Residents are responsible for the removal of trash and recyclables from their rooms, including living rooms or suite common rooms. Trash must be placed in appropriate receptacles located outside of the Chapter Houses.