



# OCCUPANCY POLICY FOR COLORADO SCHOOL OF MINES OWNED FSL HOUSES

\*Updated 2023-24

## 1) Overview:

a) This policy pertains to all chapter members and their guests, not just members living in the house. Members who are assigned to live in the house are also responsible for compliance with all terms and conditions of their housing contract with Residence Life. All other space in the house, including but not limited to common areas, hallways, bathrooms and the like, is subject to this policy and it is the responsibility of chapter members and guests to adhere to the expectations and rules set forth in this document.

## 2) 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 beds
- ii) Pi Beta Phi – 19 / 21 beds
- iii) Sigma Kappa – 19 / 21 beds
- iv) Phi Gamma Delta (FIJI) – 21 / 23 beds

b) The chapters are required to average at least 90% occupancy throughout the year. If a chapter does not reach the 90% occupancy average, the chapter 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 base amount if deemed necessary to cover expenses of the chapter houses.

d) Chapter students breaking their contract and being held individually responsible for the remainder, or a portion thereof, will count toward the 90% occupancy average.

## 3) 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 the 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 key box provided by the university. All executive board members will have access to the master keys for lock-out purposes. The house manager or member of equivalent responsibility is in charge of managing the box and all keys (master and room keys).

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. Cards must be returned to Fraternity and Sorority Life Coordinator at the end of term.

#### 4) Insurance:

a) Chapter shall at its sole cost and expense (including the costs of any premiums and deductibles thereof), carry and maintain the following written as primary policies, exclusive of any coverage Mines may carry and in the amounts specified below, or at such other amounts as Mines shall, from time to time, reasonably request, with insurance companies and in a form satisfactory to Mines:

I. Liability and property damage liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

II. The policies shall name The Board of Trustees of the Colorado School of Mines, for and on behalf of the Colorado School of Mines, as an additional insured.

III. The policies shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Mines, its officers, employees, and volunteers.

IV. The policies shall include provisions preventing cancellation or non-renewal without at least thirty (30) days prior notice to Chapter and Chapter shall provide written notice to Mines within seven (7) days of Chapter's receipt of such notice.

#### 5) General Maintenance Services:

a) Mines will provide maintenance services during normal business hours (Monday through Friday, 7:00 am to 3:00 pm) as well as non-routine and after-hours services in cases of emergencies and during breaks and holidays.

#### 6) Maintenance of Grounds:

a) Mines 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.

#### 7) Custodial Service:

a) The Chapter has the option to request that Mines provide routine custodial services consistent with the university's custodial standards.

## 8) Inspection:

a) Mines is committed to respecting students' right to privacy. However, Mines retains the right at all times 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. For the avoidance of doubt, Mines reserves the right to enter a student room, and may do so without prior notification or without the student's presence, for reasons of safety, health, general welfare or official business, including reasonable grounds to suspect a violation of university policy.

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. Notwithstanding the foregoing, the University will not be responsible for damage, 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 student's housing contract.

## 9) Damages:

a) Chapter members shall pay for any damage to the building, floor, suite, or room assigned to the chapter member, including fire damage, damaged or missing furniture, lost property, lost keys, necessary lock changes, or service costs caused by or arising from the chapter member's actions, neglect, or intent. Where two or more-chapter members 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. Mines, in its sole discretion, may also assess charges against the entirety of the chapter for any damages to the house arising out of actions or omissions of chapter members.

b) Mines shall invoice the chapter member(s) for all damage, loss, repairs, or other charges arising from the actions of the chapter member(s). If the invoice is not paid within thirty (30) days from its date of issuance, the chapter member(s) 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.

c) 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.

10) Maintenance Obligations:

a) Resident's Maintenance Obligations: Chapter members 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. Chapter members shall advise Mines immediately of any damaged, broken, or malfunctioning appliance, item or equipment, or part of the premises. 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

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 due to the negligence or fault of the chapter member(s) or their guests or invitees, the costs of such repairs shall be assessed against the chapter member(s) as set forth in paragraph 9 DAMAGES above.

11) Notice of Hazardous Condition:

a) Chapter member(s) 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 hazardous condition was caused by or is due to the negligence or fault of the chapter member(s) or their guests or invitees, the costs of such repair or removal shall be assessed against the chapter member(s) as set forth in paragraph 9 DAMAGES above. In the event of a hazardous condition, Mines has the right to move Resident immediately to comparable student housing.

12) Utilities:

a) 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

13) Subleasing:

a) Neither the Chapter nor any member of the Chapter may sublet the premises.

14) 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 policies, rules and regulations, respecting the use and occupancy of said premises (in the event of a conflict between the policies or rules of Mines and those of the National Organization, the policies and rules of Mines shall govern and control);

ii) to make no alterations or additions to said premises without the written consent of Mines;

iii) to permit Mines 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, subject to the limited exceptions in section 21 below.

15) 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 by purchasing a meal plan.

16) 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.

17) 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, subject to the terms of any applicable furniture and fixtures rental agreements.

b) Housing projects will be coordinated with the FSL Coordinator and the Associate Director of Residence Life Facilities & Operations. FSL Coordinator will work with the House Manager and/or the Chapter Housing Association to coordinate projects. FSL Coordinator has the right to deny requests if they go against university policy and/or legal guidelines.

18) Animals:

a) Pets, except fish (subject to a 15-gallon tank maximum), are not permitted in the campus owned Fraternity and Sorority houses. Only university approved Support Animals will be permitted in compliance with Residence Life policy for the Residence Halls.

19) Smoking:

a) All campus and State buildings, including campus housing, are designated as nonsmoking and smoking is not permitted in the interior part of the building. When smoking on-campus individuals 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.

20) Cleanliness:

- a) It is the resident's responsibility to keep their 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, including inside the refrigerator, the pantry, and the cabinets. Residents are responsible for keeping items off tables and away from the floor if they want them cleaned.
- 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.