

RESIDENT HANDBOOK



Bear Creek Apartments
UNIVERSITY OF COLORADO **BOULDER**

As a resident of Bear Creek Apartments, it is your responsibility to read and comply with the enclosed instructions, policies, and procedures.

The University of Colorado does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation, or veteran status in admission and access to, and treatment and employment in, its educational programs and activities.

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CONTRACT POLICIES AND PROCEDURES

YOUR CONTRACT IS A LEGALLY BINDING DOCUMENT. PLEASE READ THE CONTRACT THOROUGHLY AND COMPLY WITH ALL POLICIES. FAILURE TO DO SO MAY RESULT IN THE IMPOSITION OF FINES AND/OR THE TERMINATION OF YOUR CONTRACT.

Eligibility for Occupancy

To be eligible for occupancy in the apartment community, you must be:

- Of sophomore or above academic status, or have approval of second-year status during the contract term applied for.
- Enrolled at the University of Colorado at Boulder with 9 enrolled undergraduate credits hours or 5 enrolled graduate credit hours.

Admission to the university does not guarantee eligibility for housing at Bear Creek Apartments. If you are under the age of 18 but fulfill all other requirements, you must fill out a parental consent form to be eligible to live at Bear Creek. That form is available at the Bear Creek office. Eligibility must be met during the entire contract duration.

By applying, you authorize Bear Creek staff and the University of Colorado at Boulder to regularly verify your eligibility. A student is allowed only one semester on the Stay Connected Program (SCP) during their stay in Bear Creek Apartments and SCP status must be verified and approved by Bear Creek staff.

Additionally, you have a duty to inform HDS staff and the University of Colorado at Boulder if you have been convicted of a felony in any jurisdiction or a misdemeanor sexual offense in any jurisdiction. HDS staff and the University of Colorado at Boulder reserve the right to deny housing to anyone convicted of a felony or found to be a sexually violent predator as defined in Colorado Revised Statutes §18-3-414.5. Failure to inform the HDS staff or the University of Colorado at Boulder shall be a default under Paragraph 7 e. and may subject you to eviction.

If you become ineligible to live in the apartment community, you will be required to vacate your room as determined by Bear Creek staff. Fees may or may not apply.

Resident Information

If you have supplied information to HDS staff by means of a rental application or similar instrument, you represent that all such information is true and correct and was voluntarily and knowingly given by you. If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, the University of Colorado Boulder or HDS staff may provide such information.

Reapplying / Re-Leasing at Bear Creek

If you are a current resident of Bear Creek, and wish to renew your contract for the next academic year, you must re-apply. Returning residents will be given priority access the application before it opens to the general public.

Apartment/Room Change Request

Once you have received your initial housing assignment, you will have 24 hours to cancel your

contract without penalty. Any request for a change to the room assignment will result in a charge. Each requested change will incur a \$100 charge. Bear Creek staff reserves the right to make exceptions to this rule should the situation deem necessary. Requests will be considered after six weeks of residing in the apartment.

Moving Out and Intent to Vacate Forms

Every resident of Bear Creek Apartments must give 45 days notice prior to their move-out date. **Intent to Vacate (ITV)** forms are provided in the office and must be returned to the office at least **45 days before** you move out. You must pay all rent through the ending date by the time that you move out. This document is required of ALL RESIDENTS, whether it is due to the expiration of your lease, or other extenuating circumstances (withdrawal from CU, study abroad, etc). Every resident must submit an ITV prior to moving out.

Failure to provide 45 day notice prior to move-out will result in the loss of your \$200 security deposit. **Providing this notice does not guarantee that you will be let out of your contract or refunded your deposit.** Your security deposit may be held until all payments through the ending date have been made. Once your 45 day notice has been turned in to the office you cannot make any changes to the vacate-date provided.

If, after submitting an ITV form you are approved to move out, you must move out on, or before, the move-out date designated by management.

Penalties will be issued if you and all of your personal belongings are not completely out of your apartment by noon of the designated move-out day. A daily fine of \$200, any cost incurred for any resident that is unable to move in, and the portion of monthly rent representing that day will accrue for each day you occupy the apartment beyond the designated move-out day. Other fines may also be assessed. This applies for every resident moving out, no matter when or why you move out.

Standard Move-Out Dates

Spring 2017: May 15

Summer 2017: August 14

Ending Your Contract Early

If you are graduating, studying abroad, or will no longer be attending the University of Colorado, you may be let out of your contract early. You must complete an ITV form along with providing documentation proving that you are studying abroad, graduating, withdrawing from the university, or participating in the Stay Connected Program. Your request is subject to approval by management. You must submit your ITV form 45 days prior to your move-out, and you are expected to move out on, or before, the designated move-out date. Leaving for any other reason will result in financial penalties.

Termination of Contract Before Move-In

You must provide written notification to the Bear Creek office by either e-mail to bearcreekapartments@colorado.edu or postal mail to 9000 Bear Creek, Boulder, CO 80310. If mailed, the postmark on the envelope is used as the date of termination. The application fee of \$75 is non-refundable. Failure to notify Bear Creek of the cancellation within 24 hours after your assignment e-mail from your Colorado.edu email account will result in a forfeiture of your \$200 security deposit.

Termination of your contract prior to move-in may result in the following penalties when written notification of termination is received in the Bear Creek office by the dates indicated.

Termination Fees *Before* Move-In

1. Termination of the contract prior to move-in will result in forfeiture of the \$200.00 security deposit unless you notify Bear Creek within 24 hours of assignment e-mail.
2. In Addition:
 - a) For the period from June 1, 2016 to July 15, 2016, the student will be assessed a cancellation fee of 10 percent of the total monthly room charges for the entire 2016-2017 contract.
 - b) For the period from July 16, 2016 to August 22, 2016, the student will be assessed a cancellation fee of 15 percent of the total monthly room charges for the entire 2016-2017 contract.
 - c) Failure to occupy an assigned space by 9:00 a.m. on the first day of Fall term classes will result in the assessment of a cancellation fee of 15 percent of the total monthly room charges for the entire 2016-2017 contract.
3. If the university rents the room during the contract period, it will refund a pro-rated share of the cancellation fee for the period the room was rented.

You may terminate your contract *before* move-in and without penalties ONLY for the following reasons:

- Graduation
- Withdrawal from the university
- Participation in study abroad or an internship program outside the Denver Metro area
- Participation in the Stay Connected Program

Termination Fees *After* Move-In

1. Termination of your contract after move-in will result in forfeiture of the \$200.00 security deposit and assessment of a \$400 administrative fee.
2. In addition:
 - a) For the period from termination through March 15, 2017, for Academic Year contracts, and for the period from termination through June 1, 2017, for Academic Year & Summer contracts, the student will be charged 50 percent of the remaining contract charges from the date of checkout through the end of this contract.
 - b) After March 15, 2017, for Academic Year contracts, and after June 1, 2017, for Academic Year & Summer contracts, the student will be charged 100 percent of the remaining room charges from the date of termination through the end of this contract.
 - c) If the university rents the room during the contract period, it will refund a pro-rated share of the cancellation fee for the period the room was rented.

If termination occurs for any reason, you must officially check out (personally sign out and return keys/access card) to the Bear Creek office during business hours. Special arrangements must be made with the office staff for checkout at other times. Failure to check out properly may result in continuation of occupancy charges.

You may terminate your contract after move-in but *before* move-out and without penalties ONLY for the following reasons:

- Graduation
- Withdrawal from the university

- Participation in study abroad or an internship program outside the Denver Metro area
- Participation in the Stay Connected Program

The university will finalize and send notice of any outstanding charges or refunds due to the student's permanent address on record within 60 days of the termination of occupancy. If you have any questions, please contact our office at (303)735-2275.

Your contract begins at 12:00 p.m. (noon) on the designated move-in date, and ends at 12:00 p.m. (noon) on the designated move-out date.

If you move out any time during the last thirty (30) days of your contract term, rent credits will not be made.

If you still occupy your apartment after the ending date (the date contained in your ITV or the date on which the University of Colorado at Boulder notifies you to leave the premises) you will be assessed an extra fee in the amount of \$200.00 per day plus a prorated daily rent for the extra time that you stay in the apartment, plus all damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover.

A student may request an excused termination based on hardship by filing a petition with detailed documentation of significant changes that have occurred since submission of the housing application. The petition should be submitted in writing to the Community Operations Manager. The chair of the petition committee or designee will send resident written notice of acceptance or denial within 30 days of the petition committee receipt of all required documents. The resident will not be released from the terms of the contract unless the petition has been approved in writing by the petition committee.

Termination of Contract by the University:

The Bear Creek manager, or designee, may immediately terminate or suspend a resident should it be considered that the student and/or situation poses a potential danger to individuals and/or community. The university reserves the right to terminate your contract for the following reasons, which include, but are not limited to:

- Failure to make payment of charges as required by this contract
- Suspension or expulsion from the university and/or disciplinary action
- Failure to comply with policies and rules contained in the following materials:
 - University of Colorado Boulder Bear Creek Application
 - Bear Creek Resident Handbook
 - University of Colorado Office Of Student Conduct Student Conduct Code Policies & Procedures
 - Bear Creek Contract

If this contract is terminated by the university, the student will be subject to the financial penalties for terminating occupancy.

You are in violation of your contract for the following reasons, which include, but are not limited to:

- a. Failure to pay rent or any other amount owed

- b. Violation of any policies, rules and regulations, or fire, health, or criminal laws regardless of whether arrest or conviction occurs by you or your guest(s)
- d. Failure to move in after completion of all required documentation or if you abandon your apartment (we may assume that you have abandoned your apartment if your personal property has been removed and/or you have not been in the apartment for five (5) consecutive days while unpaid rent is due and payable)
- e. Making any false statement or misrepresentation of any information supplied to HDS staff or the University of Colorado at Boulder Conviction of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined by applicable law
- f. Any illegal drugs or illegal drug paraphernalia are found in your apartment (whether or not the University of Colorado Boulder and HDS staff can establish possession, the University of Colorado Boulder and Bear Creek staff may refer any violation to the police and the Office of Student Conduct)
- g. The creation of a nuisance or disturbance within the apartment or the apartment community

Subletting

Subletting is not allowed at Bear Creek Apartments.

Damage Charges/Unit Condition Form (UCF)

A unit and condition form will be provided to you at the time you move in. Within 48 hours of your move-in time, you must return the UCF to Bear Creek staff indicating any defects or damages in your apartment, otherwise, the apartment and the fixtures, appliances, and furniture in the apartment will be deemed to be in a clean, safe, and good working condition and you will be responsible for defects or damages that may have occurred before you moved in.

It is your responsibility to inform Bear Creek staff of any damages in your apartment and enter non-emergency work orders at <http://fixit.colorado.edu>. For more on non-emergency work orders, please see the maintenance section of this handbook.

At move-out, all windows, bathrooms, kitchen appliances, and furniture must be clean and in good repair and condition. If you fail to clean your apartment or if any furniture or appliances have been damaged, you will be charged to complete any necessary cleaning, repair, or replacement. You are able to schedule a walk-through with Bear Creek staff. If you do not schedule a walk-through with Bear Creek staff you are expected to accept their assessment of damages and charges when they inspect your apartment after you move out. You will be responsible for damage to property including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the apartment or apartment community caused by leaving windows or doors open during inclement weather, or other excessive use or abuse.

Resident may not remove any of the University of Colorado Boulder's furniture, equipment, or appliances from the premises. All of the furniture, equipment, and appliances are expected to be present in the apartment at the time of move-out.

Abandoned Property

Any personal items that remain in your apartment after you move out (or after the official move-out date) are deemed to be abandoned by you. Bear Creek staff may take such action as the University of Colorado Boulder desires, without additional notice, and charge you for the costs incurred to keep, sell, or dispose of such property without the University of Colorado Boulder being liable to you.

OFFICE HOURS AND CONTACT INFORMATION

(This information is subject to change)

For Bear Creek Office:

Phone: (303) 735-2275

Fax: (303) 735-2277

E-mail: bearcreekapartments@colorado.edu

Office Hours

Fall, Spring, and Summer Term Hours:

Monday-Friday: 9:00 AM - 7:00 PM

Fall Break, Winter Break, and Spring Break Hours:

Monday-Friday: 9:00 AM - 5:00 PM

These may be subject to change due to campus holidays and closures.

Management Hours

If you need to meet with building management please schedule an appointment. They are generally in the office from 9:00 AM-4:30 PM (Monday-Friday).

After Hours Phone

A building: (720) 254-7094

B building: (720) 254-7196

University of Colorado Police Department: (303) 492-6666

If you have any concerns regarding your room or roommates, contact the Community Operations Manager by calling (303) 735-2275 or through e-mail at bearcreekapartments@colorado.edu.

RENT

Rent is due on the first day of the month. You have an eight day grace period and then late fees are assessed. On the 8th of each month, you will be charged a \$30 late fee if your rent has not been received. If the office is closed simply drop your rent check in the drop box located outside the package room. Make checks payable to the University of Colorado. Remember to print your **name and student ID number on your rent check**. Please double-check to see that all other information is current and correct before submitting your check. Checks do not require an envelope.

Bear Creek accepts the following forms of payment:

- Personal checks
- Online Payment

What Forms of Payment Can I Use to Pay My Rent?

- Since August 1, 2015, rent can be paid via **check, online, travelers check or money order ONLY**
 - **Online**
 - If you would like to know how the online payment process works before logging in, please view the step-by-step instructions on the Bear Creek website
 - The online link for payment will be through the application portal
 - You will need your CU login/password as well as your bank routing and account number
 - **Check, Travelers Check or Money Orders**
 - Include your student ID number. We need to match your payment to your account
 - Make checks payable to the University of Colorado Boulder
- **Cash is NOT accepted.** Please do not mail cash or put cash in the rent deposit box

Where Can I Pay My Rent?

- Rent deposit box located outside the Bear Creek main office
- If you are not paying via the rent deposit box, you may mail checks, or money orders to the following address:

*Housing & Dining Services
Budget, Finance & Occupancy Management
Center for Community, Room S300
154 UCB
Boulder, CO 80309-0154*

You cannot withhold or offset any part of your rent for any purpose. If two (2) of your personal checks for rent are returned due to insufficient funds, you will be required to pay by either certified or cashier's check or money order. Cash will only be accepted at the HDS Cashiers Office located on the 3rd floor of Center for Community room S300. Any payment that the University of Colorado at Boulder receives may be applied first to your obligations which do not constitute rent and then to rent (with any past due rent being paid first) regardless of whether or not you have made notations on checks and regardless of when or how the obligation came about.

Partial payments of rent will be accepted, but the remainder of the rent must be paid.

APARTMENT COMMUNITY POLICIES, RULES, AND REGULATIONS

The following rules and regulations are a binding part of your contract. These rules and regulations are for your benefit and the benefit of the other residents of the apartment community. Please understand that any violation of these rules and regulations by you or your guest(s) constitutes a violation of the contract and may result in the immediate termination of your contract.

You and your guest(s) must comply with all written rules and policies, including the rules and regulations, the resident handbook, e-mails from the Bear Creek office, fliers and letters placed in your mailbox or on bulletin boards and resident doors, postings on the Bear Creek website, and the student code of conduct found in the pamphlet "University of Colorado Student's Rights and Responsibilities Regarding Standards of Conduct." These rules and policies are considered to be a part of your contract. The University of Colorado at Boulder and Bear Creek staff may revise, change, amend, expand, or discontinue the rules and policies at any time by posting a notice for thirty (30) days on a bulletin board or other area for notices to residents or by written notice to you.

Communication

Residents are expected to check their official Colorado.edu email and their Bear Creek mailbox daily. Nearly all official Bear Creek communication will go through this method.

Use and Condition of Apartment

Windows and doors shall not be obstructed, and the use of foil or other similar materials over windows is prohibited. You may not remove blinds. If you install draperies over the blinds, any damage will be repaired at your expense. Posters should be secured to walls using pushpins or thumbtacks. Framed pictures or heavy wall hangings should be secured using proper hanging hooks that do not penetrate through the entire dry wall boards. Decals and stickers are prohibited on walls, windows, doors, and surfaces in the premises and the apartment community. Kegs and pony kegs are not allowed in the buildings. No article, sign, poster, decoration, or other thing may be hung or placed on the outside of your apartment or displayed on the inside of the apartment so as to be visible from the outside. Darts and dartboards are not permitted in your apartment or the apartment community. You may be required to remove anything deemed to be potentially offensive to other residents or guests.

- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted. No decorations, plants, shoe racks, etc. are permitted in hallways—this is considered a fire and safety hazard.
- Residents may not distribute marketing or any other material in any portion of the apartment community without the approval of Bear Creek staff. Posters, flyers, or notices can be hung on the community boards which are located at the front of each building.
- Solicitation shall not be permitted at the apartment community, either by resident, campus office/group, or outside solicitors. Residents are requested to notify Bear Creek staff and CUPD of any such activity.
- Student rooms are not to be used for business activities, including but not limited to the use of servers or computer systems in support of a business or revenue generation activity.
- **Resident must take care not to unintentionally trigger the overhead fire sprinkler system in the premises (i.e.: hanging clothes from them).** A simple depression of the sprinkler

head will result in a total draining of water from the system. Neither HDS staff nor the University of Colorado at Boulder will be responsible for any damage incurred from such situations.

- Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids, flammables, and similar materials are prohibited in the apartment community.
- Weapons, including but not limited to, pistols, rifles, BB guns, paint pellet guns, handbills, nun chucks, switchblades, explosives, ammunition, and dangerous chemicals are not permitted in the apartment or apartment community at any time.
- Items that could be assumed to be stolen property, such as construction barriers, fire exit signs, street signs, are not permitted in your apartment or the apartment community at any time.
- Hoverboards are not allowed on Bear Creek premises.

Smoking is Prohibited

CU BOULDER, INCLUDING BEAR CREEK, IS A NONSMOKING CAMPUS. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL APARTMENTS, ROOMS, HALLWAYS, STAIRWELLS, ELEVATORS, TRASH ROOMS, SIDEWALKS, PARKING LOTS, AND GROUNDS. IF YOU CHOOSE TO SMOKE ON CAMPUS PROPERTY, YOU MAY BE SUBJECT TO A PENALTY AND IMMEDIATE TERMINATION OF YOUR CONTRACT.

Marijuana is Prohibited

Possession, growth, use, and distribution of marijuana in any form in Bear Creek Apartments are prohibited. This prohibition applies even if the Colorado Department of Public Health and Environment (CDPHE) has issued a Medical Marijuana Registry identification card to a resident, permitting that resident to possess a limited amount of marijuana for medicinal purposes. Possession of a Medical Marijuana Registry Identification Card does not authorize a resident to possess, grow, use, or distribute marijuana in any form in Bear Creek Apartments, or in any public area of the university. Residents who receive a Medical Marijuana Registry Identification Card prior to or during residency in Bear Creek Apartments may submit a request to the executive director of Housing & Dining Services or designee to be released from any Housing & Dining Services Contract executed by the resident. Residents with a documented need for medical marijuana may be released from a Housing & Dining Services Contract without financial penalty upon a finding of hardship.

Alcohol Policy

Alcoholic beverages are not allowed in any common areas, including lounges, study rooms, game room, hallways, elevator, etc. at any time. Residents and guests must be 21 or older to possess or consume alcohol.

Pets

Fish are the only pet that is allowed in the building. Fish tanks should not exceed 30 gallons. All other pets are **not** allowed in Bear Creek apartments.

You will be fined for each occurrence of pet(s) inside the Bear Creek community, and your contract may be terminated.

The following rules shall apply to a violation of this policy:

- **First violation:** A written warning will be issued to you specifying the complaint and a \$250 charge will be assessed against you. You will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage.
- **Second violation:** You will be in violation of your contract and subject to eviction and will also be responsible for any and all damages caused by the unauthorized pet including, but not limited to, furniture cleaning and carpet cleaning and/or replacement.

APARTMENT COMMUNITY DEFINITIONS, USAGE, AND LIABILITY

Within the apartment community, you are entitled to the use of a bedroom in an apartment. The building, apartment, and bedroom will be assigned to you by Bear Creek staff prior to move-in. Bear Creek retains the right to relocate you from one bedroom in the apartment to another or even to another apartment in another building within the apartment community at any time.

You are entitled access to the common areas within the apartment and the apartment community (“common areas” are those spaces within the apartment which you have access to without going into another bedroom).

You are entitled to the use of furniture in your bedroom and the shared use of all appliances and furniture within the common areas of the apartment. The type and condition of furniture in your apartment may vary from other apartments.

You are entitled to the use of the mailbox assigned to you.

All residents of the apartment are held responsible for the common areas, however, you are solely responsible for your bedroom and the payment of your rent and other payment obligations. You are not liable for any of the rent owed by fellow resident(s).

Your bedroom has been assigned to you by the University of Colorado at Boulder. If you fail to move into the correct bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you reserved (as denoted by your signed contract). Bear Creek will not rearrange room assignments. Any damages to the room that you reserved is entirely your responsibility. Residents are responsible for any damage/violations caused by their guests.

Only you may live in your room. You may not permit another person to live in your room or in your apartment. You may not create any other assignment of your contract or sublet to another individual.

When any bedroom within the apartment is unoccupied, Bear Creek reserves the right to place a new resident in the unoccupied bedroom at any time unless you or another resident in the apartment agree to pay the rent due and any other charges due for the unoccupied bedroom.

You are not allowed to use any unoccupied room or associated sink vanity area in your apartment for any purpose whatsoever (including storage) unless you are paying rent for the unoccupied room. If we discover that you are using a room in your apartment that should be vacant, you will be charged a fee equal to thirty days rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the residents of the apartment claim responsibility, then the charges will be divided evenly among the residents of the apartment. Multiple violations will result in multiple charges both for illegal use of the

room and for refurbishment if applicable.

The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate your contract or be moved to another apartment. You are required to utilize the Bear Creek Roommate Handbook, CAPS, and/or the CU Ombudsman Office to resolve conflicts with roommates or other members of the community.

If, in the University of Colorado Boulder's reasonable judgment, your apartment, the building, or the apartment community is materially damaged by fire or other casualty, the University of Colorado Boulder may terminate your contract within a reasonable time after such determination by giving you written notice of such termination. If the University of Colorado Boulder determines that material damage has not been caused to the premises, the building, or the apartment community, or if the University of Colorado at Boulder has elected not to terminate this contract, the University of Colorado Boulder will, within a reasonable time, rebuild the damaged improvements.

BEAR CREEK AMENITIES

Check-out System

These items are available for check-out from the front desk free of charge during office hours only (check office for more specific lists):

- DVDs
- Board games
- Game room equipment
- Basketballs and volleyballs
- Tennis rackets
- Ironing board and Iron
- Vacuum cleaners
- Broom and dust pan
- Dry Erase Markers
- Dollies (availability may be limited during move-in and move-out)
- Battery jump starter kit

To check out equipment, you will need to bring your BuffOne Card. Additionally, for dollies only, we require a credit card for use as collateral. It will not be charged unless the item is not returned. Generally, office hours are Monday-Friday, 9:00 AM -7:00 PM but are subject to change. Items may also be checked out during package hours on weekends which are normally noon-7:00 p.m., but are subject to change.

Please note that there is a 48 hour time limit on all DVDs, a two hour time limit for vacuums and dollies, and an eight hour time limit for game equipment. All items must be kept on Bear Creek premises.

Bear Creek does *not* have any other tools or disposable items for check out, such as screwdrivers, packing tape, or cleaning solutions.

Common Areas

Bear Creek rules and regulations apply to the common areas of the buildings. Guests are not permitted in the common areas unless a resident is also present. No persons under the age of 14 will be allowed in any recreational area at ANY time, unless accompanied by

a University of Colorado Student. Glass containers pose a serious risk of injury and are PROHIBITED everywhere in the common areas of the apartment community.

Driveways, sidewalks, courts, halls, entry passages, elevators, stairs, and other public areas shall not be obstructed at any time. No resident vehicle may be parked or driven on any sidewalk or grassy area. Laundry and business center facilities are for the sole use of residents of the apartment community.

There are lounges are located on every floor except the first and sixth. Any resident may use these lounges at any time. Lounge furniture and equipment is not to be removed. We recommend you be cognizant of noise levels when using lounges.

There are study rooms on every floor. These rooms are open at all times for residents to use personally or for study groups. The rooms are available on a first-come, first-served basis. There are dry-erase markers in the office to check out for your use.

Laundry Rooms

Laundry rooms are located on every floor except the sixth floor. The washing machines and dryers are operated by quarters and Campus Cash. A change machine for \$1 and \$5 bills is located in the Building B Business Center. To add Campus Cash to your BuffOne Card, go to the Campus Card Office in Center for Community, or visit their website at www.buffonecard.com.

Business Center

There is a business center with computers equipped with Microsoft Office Suite located on the first floor of building B. Use of the computer is free; however the copier/printers located in the center lobby of each building have a per page cost determined by the Office of Information Technology. Use of these facilities is limited to 10 minutes when there is a demand. Please report any equipment that is malfunctioning or in disrepair to the main office, You can also contact Student IT Services for computer problems at 5-HELP.

Bear Creek Recreation Center at Williams Village

Use of the recreation center is free for all Bear Creek residents! Bring your BuffOne Card with you. During the summer term, a proof of residency may be required. These can be acquired in the Bear Creek front office.

From time to time, the common facilities may be closed for repair, renovation, or during holiday periods. You will not receive a rent credit or refunds for these closures.

Furnishings and Appliances

Your bedroom and shared living/dining areas are fully furnished. No other furnishings or appliances will be provided. You assume full responsibility for furnishings and appliances. Normal wear and tear is expected, but loss, breakage, or other damage or destruction will be considered excessive and you will be charged for repair or replacement.

Major appliances such as keg coolers, personal washers and dryers, and other appliances that use excessive amounts of electricity and/or create excessive heat are prohibited.

PHONES

All residents are strongly encouraged to use their own cellular phones and service. A hardship case request can be made for activation of local land-line phone services in your unit for a non-refundable fee of \$500 per contract term. To make such a request, contact the Bear Creek office at (303) 735-2275 before July 25, 2016, to complete the necessary forms. Land-line phone requests submitted before July 25 will be activated before residents arrive, otherwise residents making a special room land-line request need to allow three weeks for activation. The non-refundable fee of \$500 per contract term for establishing and maintaining phone service includes installation, activation, basic local service for a single line analog phone, and continuation of service if moved to another room. It does not include long distance minutes or telephone handset. The student must provide the handset.

MAIL AND PACKAGE INFORMATION

How to Address Your Mail

Please have your mail addressed to:

Example:

Your Name (First and Last)
[Your 4-digit Mailbox # _____] Bear Creek
Boulder, CO 80310

Taylor Smith
9000 Bear Creek
Boulder, CO 80310

If using any name besides your legal name registered with Bear Creek and the University of Colorado, please notify the office. This can include nicknames, or the preference of a middle name, different last name, etc. This will expedite the process of you receiving your mail/package.

Your mailbox number can be found on the yellow copy of your contract you received at move-in, or by an office staff member.

The mail is distributed Monday-Saturday.

Physical Address

Bear Creek's physical address is 3275 (Bldg. A), or 3355 (Bldg. B) Apache Road. Use this address if you are looking up directions online or giving directions to delivery drivers. DO NOT USE THIS FOR GETTING THINGS MAILED TO YOU.

Packages

If you have received a package too large to fit in your mailbox, our office will notify you via email. Bring a photo ID with you when you come to pick up a package, and provide package information (package code and the date you received in the e-mail). After receiving your package, you will be required to sign the package log to confirm receipt. Bear Creek is not responsible for lost or damaged packages.

Package Pick-up Hours

Fall and Spring Term Hours:

Monday – Friday: 5:00 PM – 7:00 PM

Saturday & Sunday: noon – 7:00 PM.

Fall Break, Winter Break, and Spring Break Hours:
Monday-Friday: 9:00AM - 5:00 PM
Saturday & Sunday: noon - 5:00 p.m.

Summer Term Hours:
Monday-Friday: 9:00 AM - 7:00 PM
Saturday & Sunday: noon – 7:00 PM

These may be subject to change due to campus holidays and closures.

Problems with the Mail System

If you experience any problems with the mail system, contact the Bear Creek Office.

Mail Forwarding

When you move out, you will need to leave your forwarding address. Your first-class mail will be forwarded for 30 days to U.S. addresses only. You must also complete a mail forwarding request at the post office. Packages are not forwarded.

Outgoing Packages

Bear Creek will hold outgoing packages for Bear Creek residents only. It is the resident's responsibility to arrange packaging, labeling and pick-up for all packages sent through the Bear Creek Main Office. Packages will not be accepted without a proof of scheduled pick-up. Any package that has not been accepted by a carrier within 24 hours will be returned to the resident.

Please note: Outgoing packages will not be accepted by the Bear Creek staff within the last three days prior to the resident's departure.

PARKING

Locations and Cost

Lot 618: \$54/month located directly in front of the buildings
Lot 618/630: \$54/month through November 30- \$44 in lot 630 starting December 1
Lot 602/630: \$49/month through November 30- \$44 in lot 630 starting December 1
Lot 630: \$44/month located behind Bear Creek near the tennis courts
Lot 609: \$27/month motorcycle parking located in front of buildings

Resident Parking

Parking is only permitted in the lot that you are assigned. If you do not park in your assigned lot, you risk being towed. If your car is towed, call Marv's Quality Towing (303-442- 1858) located at 4790 Pearl Street.

Parking Patrol

The lots are patrolled daily (24 hours a day), including nights, evenings, weekends, and breaks. If vehicles are found in a parking lot without a Bear Creek parking sticker or with a sticker for another lot, the vehicle will get a warning. After three warnings, the vehicle may be towed at owner's expense.

Parking Sticker

Your parking sticker should be placed in the lower left hand corner (driver side) of your

windshield. Your parking sticker must remain there at all times to avoid warnings and towing. If you get a new car or replace your windshield, remove the sticker and bring into the office. You will be issued a new one.

IF A VALID BEAR CREEK PARKING STICKER IS NOT DISPLAYED IN YOUR WINDSHIELD, YOU MAY BE TOWED!

Visitor Parking

If you have visitors, you may request a visitor pass from the office for lot 630. Visitor parking passes are valid for 24 hours. The office closes at 7:00 p.m., so plan accordingly.

Questions about Parking

If you have questions about parking, send an e-mail to bearcreekapartments@colorado.edu or stop by the front office.

Parking Policies

1. Parking is by permit only in specified areas.
2. Vehicles in the apartment community parking areas may not exceed a speed of ten (10) miles per hour.
3. Temporary one-day parking permits are available in the Bear Creek office for guests. Temporary parking permits are only valid in lot 630.
4. Residents and/or guests cannot park in reserved parking spaces or office visitor spaces between the hours of 8:00 AM. and 5:00 PM
5. Residents cannot wash cars or repair vehicles on the apartment community grounds. Residents cannot repair or perform other mechanical or maintenance work on any vehicle within the apartment community.
6. Trailers, campers, mobile homes, recreational vehicles, moving vans, commercial vehicles (commercial trucks or equipment, vehicles that carry, or are mounted with, equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pickup truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the apartment community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the vehicle's owner.
7. A vehicle is prohibited if it: takes up more than one parking space, belongs to a resident who has moved out of their apartment, belongs to a resident whose contract has been terminated, is parked in a marked handicapped space without the required handicap identification required by applicable law, blocks another vehicle from exiting or entering, is double parked, is parked in a fire lane or other designated "no parking area" such as Snow Spaces in the months indicated, or is parked in a space marked for, or assigned to, other resident(s). Violations will result in the vehicle being towed at the vehicle owner's expense. The University of Colorado at Boulder is not responsible for damage that may occur during towing.
8. Call the Bear Creek office to report a parking violation.
9. If your vehicle is a motorcycle, you must still have a parking permit. Motorcycles are not permitted inside the buildings at any time.

BICYCLES

Bicycle storage racks are located in the front and back of both buildings. We encourage

you to register your bicycle with the university. As always, please remember to lock your bicycle while parked at Bear Creek.

Riding bicycles inside Bear Creek buildings is strictly prohibited. Anyone seen riding a bicycle indoors will be assessed a fee which will be added to his/her next month's rent.

Bicycle Registration

Register your bicycle at the CU Bicycle Station located on the east side of the University Memorial Center, Monday-Friday, 10:00 AM-2:00 PM. Bring your bike, a photo ID, and your student ID number.

Registration cost is \$10 and is good for as long as you own the bicycle. Many home owners and renters insurance policies will cover your bicycle if it is stolen and has been registered. Bicycle registration is mandatory at CU. Every year, many stolen bicycles are recovered and auctioned or donated to charity because they were not registered and the owner could not be located. Bicycle registration helps to fund additional bicycle racks and makes it easier to ride on campus.

If Your Bicycle Is Missing

If your bicycle is missing, it may have been impounded if it was abandoned or locked to something other than a bicycle rack. Call (303) 492-2322 to inquire about your bicycle. Please be aware that impounded bicycles are only kept for 90 days.

If you believe your bicycle was stolen, please call CUPD at (303) 492-6666.

The University of Colorado Boulder or HDS staff may remove any bicycle located in areas other than designated bike racks and a \$25.00 removal fee will be charged to the owner of the bicycle. The University of Colorado Boulder and HDS staff will not be liable for damage or loss of any bicycle.

GUESTS

Guest of the residents may be housed overnight with prior and continuing approval of any and all of your roommates. No guest may visit overnight for any period exceeding two consecutive nights not to exceed ten nights per semester.

Guests must adhere to the rules and regulations and respect the rights of other residents. You will be held responsible for the conduct of your visitors or guests. You or your guests may not make any loud or disturbing noises in the apartment community. Musical instruments, radios, stereos, television sets, amplifiers, and other instruments or devices must not disturb other residents. Staff members reserve the right to impose a fine against you if you are found in violation of the Bear Creek policies due to excessive noise and disturbances.

You or your guests may use the common areas (e.g. TV lounges, study rooms, basketball court, etc.), parking lots, or grounds in such a manner that does not interfere with the enjoyment of other residents.

Staff has the right to exclude guests or others who have been in violation of the law, the contract, any rules or policies, or anyone who refuses to, or cannot, identify themselves as a

resident's guest. Bear Creek staff will notify the police and confiscate any prohibited items. Residents and guests are required to comply with all federal, state, and local laws, rules and regulations, and University of Colorado at Boulder's Student Code of Conduct.

Activities that are prohibited at Bear Creek include, but are not limited to:

- Loud conduct
- Disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community
- Canvassing or soliciting business or contributions
- Operating a business or child care
- Storing anything in closets with gas appliances
- Tampering with utilities or utility systems
- Bringing hazardous materials into the apartment community
- Using candles, incense, kerosene, or gas
- Possessing, using, selling, or manufacturing illegal drugs or drug paraphernalia, such as bong, hash pipes, blow tubes, hookahs, and water pipes
- Engaging in or threatening violence
- Possessing a weapon (unless authorized by law)
- Participating in hazing

The resident must personally provide apartment access to the guest, maid service, etc. No access card will be given to any guest, maid service, etc. for any reason.

No guests or visitors shall be allowed in the recreational areas unless accompanied by a resident.

MAINTENANCE

Right to Enter Apartments

For the purpose of handling an emergency, performing routine maintenance checks, or responding to a work order placed by a resident, HDS staff, University of Colorado Boulder employees, repairers, and representatives may, without notice, enter your apartment for any reason. Any such entry does not constitute a termination of your contract or entitle you or any resident of the apartment to reduction of rent.

Work Orders

If there is something wrong with your apartment and you need maintenance to fix it, fill out a work order online at fixit.colorado.edu. Maintenance is not available evenings or weekends except for emergencies (fire, flooding, etc.). You may call the after-hours phone if you have a maintenance emergency and Bear Creek staff will call emergency maintenance for you. See the "After Hours" section of this handbook for more information.

A minor maintenance issue may take up to a week to fix depending on the volume of work orders received by the maintenance staff. If you experience an inordinately long wait for a response, report this to the office for follow-up.

Scheduled Maintenance

Air Filters : changed twice a year, typically during the summer and winter break.

Salto Batteries (apartment door lock batteries): changed over the summer months.

Window Washing: typically scheduled during the month of July or early August.

Any other types of maintenance, such as water outages, may be scheduled. Fliers notifying residents of these planned procedures will go up prior to the event itself, usually at entrances and by elevators.

Keys / Locks

Keep track of your keys—they are expensive to replace. If you lose your keys, inform the office immediately. New keys will be issued to you as soon as possible. Charges incurred for missing/lost keys:

- Replacement bedroom key (lost, broken, etc.): \$45
- Replacement mailbox key (lost, broken, etc.): \$45
- Replace Salto (apartment door) lock: \$400
- Apartment lock-outs: \$10 per lockout (This does not go into effect until several offenses have occurred)

Locks may not be altered or changed by residents under any circumstances. Keys must be returned when you move out. Duplication of keys is prohibited. Bear Creek staff may change locks on apartments without prior notice for security purposes. In such cases, you will be instructed to exchange keys in the main office.

Air Conditioning

Apartments are equipped with air conditioning. This is provided by chilled water sent to the building. The chilled water is turned off during the winter months and the air conditioning is inoperable.

Heat

You must keep all utilities to your apartment on and active. In freezing weather, you must keep your apartment heated to at least 68° Fahrenheit. You will be responsible for damage to your apartment and property and the property of others if damage occurs as a result of the utilities being turned off or because of broken water pipes. The University maintains a temperature range of 68 – 74 degrees Fahrenheit. If your heat is broken, please put in a work order or call staff immediately.

Repairs

You may not remove any of Bear Creek's property, and you may not perform any repairs, wall papering/painting, electrical changes, or other alterations (other than for small nail holes in walls for hanging pictures). You are required to leave the apartment in good condition, reasonable wear excepted. "Reasonable wear" means wear not caused by negligence, carelessness, accident, or abuse.

You are not permitted to construct lofts, wall partitions, or any similar structure, or place waterbeds or other liquid-filled furniture in your apartment.

No electrical or telephone wiring may be installed. Absolutely no holes may be drilled. Small nail holes are allowed.

Utility Interruptions

Bear Creek staff may temporarily turn off equipment and/or interrupt utilities to your

apartment, your building and/or the apartment community to avoid property damage, or to perform maintenance work or repair. Neither the University of Colorado at Boulder nor HDS staff will be liable for any inconvenience, discomfort, disruptions, or interference with your use of the premises.

TRASH & RECYCLING

Trash

You must dispose of all trash and recycling items in the proper bins located in collection areas around the apartment community. Do not leave trash around the outside of your apartment or in the apartment community. Bear Creek staff will impose a reasonable fine for violation of the provision as well as for any littering by your guests.

There is a trash/recycling room located on every floor. Please dispose of your trash in the proper containers therein.

Recycle

Mother Earth appreciates the University of Colorado Boulder's many efforts to be "green" and "earth friendly." Bear Creek participates in these efforts by providing you with plentiful and convenient recycling bins in each floor's trash/recycling room.

Please be a good steward of our resources and separate your recyclables from your trash and dispose of it in the proper bins. One container is provided for c0-mingled recyclables (glass/containers and paper do not need to be separated), and one for cardboard (make sure to collapse all cardboard). If you are uncertain what items are appropriate for recycling, please refer to the instructions found in each trash room. Please note that plastic bags are NOT recyclable. Please use paper bags for recycling instead.

AFTER HOURS / EMERGENCIES

In the event of an after-hours emergency or if you lock yourself out of your apartment, contact the on-call Community Engagement Leaders ("CEL") for your building.

Emergency Phone Numbers

Building A: 720-254-7094 (apartment numbers that begin with "1")

Building B: 720-254-7196 (apartment numbers that begin with "2")

These phone numbers are also posted in all entry ways.

If it is a life-and-death emergency, dial 911. If you have non-emergent police matters, you can also call the University of Colorado Police Department (CUPD) directly.

University of Colorado Police Department Non-emergency: 303-492-6666

Please do not call the emergency on-call phone for requests such as to pick up a package, check out a movie, get a light bulb, or get a parking permit for a guest. These matters should be taken care of during office hours.

Maintenance Emergency

Please call the after-hours phone for *emergencies* such as lock outs, flooding, water leaks, or if your heat is not working in the winter. Please report damage throughout the

community needing immediate repair (i.e. security doors broken, etc.).

Neighbors / Community Disturbances:

Please discuss concerns directly with your neighbors unless you feel that your safety could be threatened. If a resolution cannot be found, call the after-hours phone for assistance.

If a neighbor or Bear Creek staff member contacts you regarding noise level, illegal activity, etc. and you are uncooperative and do not immediately cease or alter your activity so that it no longer disturbs others, CUPD will be contacted. You risk prosecution by CUPD and termination of your contract by Bear Creek as well as sanctions from the Office of Student Conduct.

Any resident may call CUPD at their own discretion.

Bear Creek property that is missing will be reported to CUPD as stolen. If missing furniture or other property belonging to Bear Creek is found in your apartment, you may be prosecuted.

Throwing, dropping, or hanging any objects from windows (this including and is not limited to balls, Frisbees, water balloons, paper gliders, etc.) is prohibited.

SAFETY AND SECURITY

Bear Creek prides itself on its building's security features, policies, and procedures. However, Bear Creek is only as secure as the residents allow it to be by following the protocol and responsibility.

Although it may seem harmless to open the door for individuals who do not have access, it is very dangerous. It is *impossible* to assess whether any individual intends to harm a resident or Bear Creek property just by looking at them. NEVER OPEN THE DOOR FOR PEOPLE YOU DON'T KNOW! Request they use their cell phone and call their friend to come to the door and let them in.

A large majority of crimes committed are "crimes of opportunity." Do not assist by unknowingly providing opportunities! NEVER PROP OPEN DOORS!

If you see **suspicious looking people**, such as someone wandering, lurking, looking lost or nervous, hiding, sneaking, visually watching all passersby, etc., **CALL CUPD!** You could easily prevent a crime or other dangerous or threatening events by taking action. Become an active member of the Bear Creek community and be aware of your surroundings and the individuals in the buildings, and most importantly, **take action – call CUPD at (303) 492-6666.**

Inside Your Apartment

- Lock your doors and windows, even while you are inside (especially on the first floor)
- Use the locks on your bedroom door while you are inside
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with them without opening the door. Do not open the door if you have any doubts
- Do not give out keys or access cards to anyone
- Do not put your name, address, or phone number on your key ring

- Loss of keys can be a great concern for safety—report lost keys to Bear Creek staff immediately
- Dial 911 for emergencies. If an emergency arises, call 911 first, and then call the on-call Bear Creek staff
- Check your smoke detector monthly for dead batteries or malfunctions
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly
- Immediately report the following to Bear Creek staff:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems
 - Any malfunction of other safety devices outside your apartment such as burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night
- Mark or engrave identification on valuable personal property

Outside Your Apartment

- Close and latch your windows while you are gone, particularly when you are on vacation
- Tell your roommate(s) where you are going and when you will be back
- Do not walk alone at night
- Do not give access cards or keys to anyone
- Use lamp timers when you go out in the evening or go away on vacation
- Carry your access card in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your access card at the door

Your Vehicle

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked
- Whenever possible, do not leave items such as iPods, CDs, wrapped packages, briefcases, or purses in your car in plain view
- Do not leave your keys in the car
- Never set your keys down in your car while getting things, you risk locking them in your car
- Carry your key ring in your hand while walking to your car whether it is daylight or dark, and whether you are at home, school, work, or on vacation
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight
- Check the backseat before getting into your car
- Do not stop at gas stations or automatic teller machines at night or anytime when you suspect danger

Personal Awareness

No security system is failsafe. Even the best system cannot prevent crime. Always be aware of your surroundings, and always proceed as if security systems do not exist since they are subject to malfunction, tampering, and human error. The University of Colorado at Boulder and HDS staff disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

FIRE SAFETY

Bear Creek is committed to assisting you in having a safe experience while residing at Bear Creek Apartments, and expect you to know and comply with our fire safety regulations. First and foremost, Bear Creek is dedicated to your welfare and works hard to educate, prevent, and respond to fire related emergencies. It takes all members of the community to prevent fires. Bear Creek takes this responsibility seriously and requests your assistance in preventing fires. Violations of the policies below may result in penalties.

Sprinklers and Alarms

Each room is equipped with automatic fire suppression sprinklers. Sprinklers are activated by heat/fire, not smoke. Each room is equipped with a smoke alarm and most are battery- powered. **Tampering with or deactivation of smoke alarms is not allowed** and is a cause for contract termination and/or prosecution. If Bear Creek staff observes a detached, removed or disarmed smoke alarm or building alarm you will be fined and prosecuted.

Sprinkler equipment needs to be free of any obstructions. Playing with Frisbees, footballs, etc. in apartments or in hallways is not allowed as sprinkler heads may be damaged and/or activated. Sprinklers are sensitive to heat and pressure. Sprinklers will activate if items are hung on them, if they are bumped, or if they are exposed to heat. Keep hot items away from sprinklers and **do not hang anything from sprinkler heads**. If the sprinklers are activated, they immediately release hundreds of gallons of water into your apartment. They are designed so that all the water drains out of the pipes before they can be turned off. If activated, they will damage all personal items and furniture in your apartment and other apartments. You will be billed for any resulting damages in your apartment and other apartments. Take a few moments to locate the sprinkler heads placed throughout your apartment and consider their location in relation to your belongings and possible activities. Be aware that they may be located in closets and bathrooms.

Fire alarms are located throughout the buildings. Alarms will sound throughout the building when any fire sprinkler or manual pull station is activated. Boulder Fire Department responds to all alarms. Students may be held liable for damages to individuals or property caused by tampering with fire and life safety systems. You must evacuate the building when the fire alarm sounds.

If your smoke detector is beeping or chirping, the internal 9-volt battery is low. You can request the maintenance staff to replace it for you by submitting a work order at: fixit.colorado.edu. **DO NOT disable your smoke detector or alarm**. The intentional sounding of any smoke alarm is prohibited. You must not disconnect or intentionally damage any fire safety device or signage including smoke detectors, or remove the battery without immediately replacing it with a working battery. **Tampering with apartment or building alarm systems may result in immediate termination of this contract and prosecution**. Residents are responsible for reporting any malfunctioning smoke detectors to Bear Creek staff.

Fire Hazards

The following items are potential fire hazards and are prohibited:

- Candles - open flames and hot wax may ignite other flammable items
- Hover boards – safety concern for catching on fire
- Beanbag chairs - may produce highly toxic smoke in the event of a fire

- Wall hangings - may obstruct fire sprinkler heads and add fuel in case of fire
- Toaster ovens/grills
- Incense - hot ash may drop onto cloth or papers causing a fire
- Halogen lamps - contain hot gas that may quickly ignite (read the boxes and labels of desk top study lamps)
- Christmas trees
- Smoking
 - If you smoke in your apartment you are in violation of your contract
 - You may be charge \$300 or more for smoke related damage to your apartment
- Grills and smokers
- Seasonal décor - unless made of non-inflammable material
- Space heaters - may overheat and ignite nearby material
- **Fireworks are not permitted in or around the apartment community at any time**

You must immediately call 911 in the event of a fire emergency.

Emergency Fire Procedures

If you are cooking and get smoke in your apartment, but there is no danger of an actual fire, **DO NOT OPEN YOUR DOOR**. If smoke gets into the halls, it will trigger a building-wide alarm. Just open your window and turn on bathroom fans to let the smoke out.

If you do trigger a fire alarm tell a Bear Creek staff member or the fire department immediately where the alarm was triggered. This will save the fire department time.

Students **must evacuate** when the fire alarm sounds. Very few alarms are caused by equipment malfunction; therefore, every alarm must be taken seriously. UCPD may arrest or give tickets to residents who do not evacuate the building.

It is important for you to **use the exit nearest your room**. Always **use the stairs** when evacuating. Elevators may become inoperable during a fire alarm. Gather together at least 20 feet from the building. Do not re-enter the building until the fire department notifies you that it is safe. If hallways are filled with smoke, remain close to the floor. The on-site staff will give any further instructions.

FLOOD INSTRUCTIONS

Never try to drive through a flooded area or standing water. Most people who die in floods are in their vehicles at the time.

Never attempt to outrun a flood in your vehicle. Abandon the vehicle and climb to safety. If you are in a building located along Bear or Boulder Creek and hear the warning sirens sound, move to higher ground or to an upper floor immediately. People in Boulder may have only a few minutes warning that a flash flood is approaching.

Stay tuned to local radio stations for information.

Do not try to cross Bear or Boulder Creek when the warning sirens sound. If you are on the north side of Boulder Creek, proceed to higher ground to the north as quickly as possible. On East Campus, go to the ARC Building at 3100 Marine St., sixth floor. (Remember,

warning sirens are tested at 10:00 a.m. the first Monday of every month from April through August.)

Flood Season

There are some areas in Boulder especially along Boulder Creek and along some sections of Bear Creek that may experience occasional and possibly severe out of bank flooding.

The flood season runs typically from April through September although flooding could happen at any time of the year. Listen to local media radio and television outlets for flash flood watch and warning information as well as updates. The following is a list of possible notification phases that may be activated.

- Increased Awareness Phase: Emergency Management Systems are activated and officials are carefully monitoring weather patterns and the stream systems for the potential of flash flooding. Typically, there will not be an announcement to the general public when this phase is initiated however a number of University of Colorado officials including Housing and Dining Services leadership will be notified of the potential situation.
- Watch Phase: The watch phase is initiated when the National Weather Service issues a Flash Flood Watch that includes the city of Boulder. The Urban Drainage Flood Control District will likely also issue a Message Two Alert during this time. University Officials will be notified of the flash flood watch and should take the preparedness steps that have been predetermine to be triggered by a flash flood watch for the city of Boulder, unless personnel deem it is unsafe to do so. The general public will be notified that conditions exists that may cause flash floods in the city of Boulder.
- Warning Phase: The Warning Phase is initiated when the National Weather Service issues a flash flood warning for the city of Boulder. A flash flood warning means that flash flooding is imminent in the area. The Urban Drainage and Flood Control Districts may also issue a Message Three Alert. Sirens along Boulder Creek will sound instructing persons to climb to higher ground. If you are in a Building where flooding is likely to occur, please move up to the second floor or above (unless you have been instructed to evacuate to another location) and remain there until you are notified that by officials that it is safe to leave.

TORNADO SAFETY

Tornado Watch Means: “Heads Up”

The weather conditions in this part of the country suggest tornados may form. If a tornado watch is taking place, gather a radio and flashlight and be prepared to act quickly in case of a tornado warning. Listen for warnings on your battery operated radio on stations KOA 850AM, KBCO 1190AM, or 97.3FM, or KGNU 88.5 AM.

Tornado Warning Means: “Take Cover”

A tornado has actually been sighted or indicated by radar in the area. If a tornado warning is issued, TAKE COVER IMMEDIATELY! Go to the first floor internal hallways. Stay away from windows, doors, and outside walls, especially those on the East side of the buildings. Do not attempt to close windows or watch/video the tornado!

Falling and flying debris is the major cause of death and injury during a tornado – stay in place and take cover. Use mattresses or blankets to shield you from debris. If you cannot proceed

to a lower level, seek shelter in a bathroom in your apartment and use mattresses for protection.

After the tornado passes, listen for the ALL CLEAR MESSAGE that will be heard on the radio. Another siren blast signals another warning, not an all-clear signal.

RENTER'S PROPERTY

The university 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, including damages caused by pest issues. This includes losses that occur in the student's room, storage room, public areas, other areas of the hall, or in baggage handling or storage. **Students are encouraged to carry their own personal property insurance.**

UNIVERSITY DISCLAIMERS

Model Disclaimer

The model apartment unit, (located within the apartment community) including, but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, and window treatments, shown to resident is intended to be representative of the general quality, quantity, and type of construction and materials which the University of Colorado at Boulder intends to use in the apartment unit to be contracted to a resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows, and window treatments of these items in the apartment unit to be contracted to a resident may vary. The actual apartment to be contracted may vary in approximate size, square footage, and layout. The actual apartment to be contracted will not include the lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths contracted by resident.

Liability of University of Colorado at Boulder

If the University of Colorado at Boulder violates this contract, before you bring any action against University of Colorado at Boulder for such violation, you must first give HDS written notice of the nature of the HDS violation and allow the University of Colorado at Boulder thirty (30) days to cure the alleged violation.

Safety

THE UNIVERSITY OF COLORADO AT BOULDER AND HDS STAFF DO **NOT** GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. READ THE SAFETY GUIDELINES ATTACHED TO THIS CONTRACT AS EXHIBIT B.

None of the University of Colorado at Boulder's or HDS staff's safety measures is an express or implied warranty of security or a guarantee against crime or of a reduced risk of crime. The University of Colorado at Boulder and HDS staff are not liable to you or any of your guests for injury to persons or damage or loss to property caused by the criminal or negligent conduct of other persons. The University of Colorado at Boulder and HDS staff are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security, and the University of Colorado at Boulder and HDS staff may discontinue any

of such items provided at any time without notice. You are responsible for your own safety and security.

General

Timing is very important in the performance of all matters under this contract, and all deadlines will be strictly enforced. Your execution of this contract confirms that you are not entitled to rely on oral promises, representations, or agreements made by the University of Colorado Boulder, HDS staff or any of their representatives, and that this contract is the entire agreement between the parties. The University of Colorado at Boulder makes no representations or warranties that all residents of the apartment community will be students. The University of Colorado at Boulder's and HDS staff's representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend, or terminate this contract or any part of it and have no authority to make promises, representations, or agreements that impose duties of security or other obligations on the University of Colorado at Boulder. All contract obligations are to be performed in Boulder County. Unless this contract clearly states otherwise, all sums owed by you are due upon demand. The University of Colorado at Boulder's and HDS staff's delay in enforcing, or failure to enforce, the University of Colorado at Boulder's and HDS staff's rights shall not be a waiver under any circumstances of the University of Colorado at Boulder's and HDS staff's future right to enforce such rights. If any part of this contract is not valid or enforceable, it shall not render the remainder of this contract invalid or unenforceable. Should a conflict between the Resident Handbook and the Contract occur, the Contract will be the governing document.

HDS Staff / Notices

HDS staff are the staff of the apartment community, but HDS staff is not responsible or liable for the University of Colorado at Boulder's obligations under this contract. Any notices you need to send to HDS staff under this contract (other than service of process on the University of Colorado at Boulder) are to be delivered to HDS staff and the University of Colorado at Boulder. HDS staff is not authorized to accept service of process on behalf of the University of Colorado at Boulder. HDS staff's address for purposes of service of process on HDS staff is: 9000 Bear Creek, Boulder, Colorado, 80310. The University of Colorado at Boulder's address for purposes of service of process on the University of Colorado at Boulder is: Bear Creek I, LLC, P.O. Box 1140, 4740 Walnut Street, Boulder, Colorado 80306, Attention: General Counsel.

The exercise of any remedy by the University of Colorado at Boulder shall not be deemed to exclude or waive the University of Colorado at Boulder's right to exercise against you any other right or remedy that the University of Colorado at Boulder might have. After the University of Colorado at Boulder gives you notice to leave the premises, even if the University of Colorado at Boulder accepts rent or other sums due, such acceptance does not waive or diminish the University of Colorado at Boulder's continuing rights of eviction or any other contractual or statutory right unless the University of Colorado at Boulder specifically agrees to do so in writing.

In the event the University of Colorado at Boulder brings an action against you because of your violation of this contract, the University of Colorado at Boulder shall be awarded all costs or fees involved, including reasonable attorneys' fees in addition to any remedies awarded, as part of any judgment.

Liability / Indemnity

Neither the University of Colorado Boulder, nor HDS staff, nor their respective employees, agents, and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by the criminal conduct of other persons including, without limitation, theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. Except as required by applicable law, the University of Colorado Boulder shall have no duty to remove ice, sleet, or snow in the apartment community, but the University of Colorado Boulder may do so in whole or in part, with or without notice to you

Resident does hereby indemnify the University of Colorado at Boulder and HDS staff and holds the University of Colorado Boulder and HDS staff harmless against all claims for personal injury sustained by resident and resident's guests in their use and enjoyment of the common areas or other provided facilities and amenities.