

# BEAR CREEK APARTMENTS University of Colorado

## Housing & Dining Services

### 2019 Spring & Summer Contract

Boulder, CO 80310

OR

[bearcreekapartments@colorado.edu](mailto:bearcreekapartments@colorado.edu)

#### I. INTRODUCTION

This contract is between the Regents of the University of Colorado, a body corporate, for the benefit of the University of Colorado Boulder ("University") and the student applying for housing at Bear Creek Apartments (referred to in this contract as Student, Applicant or Resident). References in this contract to "you" or "your" refer to the Applicant/Resident. This contract is for the APPLICANT/RESIDENT only, and may not be assigned or sublet to another party. The University reserves the right to change any term of this contract at any time. Written notice will be provided to the student no later than 30 days before the effective date of such changes. APPLICANT/RESIDENT must complete, sign, and submit this contract.

#### II. ELIGIBILITY

Unless otherwise authorized in writing by the University/Bear Creek manager or designee, only single persons regularly enrolled as a full time student at the Boulder campus or in the Division of Continuing Education for six (6) or more credits (five (5) credits for graduate students) per semester may reside in Bear Creek Apartments. Applicants must be of sophomore or above status or have approval of second year status during the contract term applied for, in order to be eligible for housing at Bear Creek Apartments. Admission to the University does not guarantee eligibility for housing at Bear Creek Apartments.

#### III. EFFECTIVE DATE

The University does not guarantee availability of accommodations. This contract only becomes binding when the University sends an email to your official University email address confirming housing with Bear Creek Apartments. If you make other living arrangements before we notify you of your assignment, you must notify the University immediately to avoid termination charges. If accommodations are unavailable or delayed, the University may notify you by email.

#### IV. NOTIFICATION

All correspondence and notifications required under this contract must be hand-delivered, sent via certified mail, or by e-mail, addressed to the following:

Bear Creek Housing Operations Manager  
9000 Bear Creek

#### V. TERM OF CONTRACT

**This contract is for the 2019 Spring & Summer. This contract may not be terminated before or during the contract except under the terms set forth in section XII.**

The period of occupancy for the 2019 Spring & Summer begins on January 11, 2019, and ends no later than noon on August 9, 2019. Failure to move out at the end date of your contract will result in an additional charge of \$200 per day, plus the daily rate. The University reserves the right to remove the resident's access to the premises and the apartment, in addition to the removal of the resident's personal property within 72 hours of the occurrence of an unapproved stay after the agreed upon move-out date. The University reserves the right to enforce above stated actions, in addition to unapproved stays, if the resident lost the CU student status, is in violation with the contract terms or the handbook.

#### VI. BEAR CREEK APARTMENT RENTAL RATES FOR THE 2019 SPRING & SUMMER

The 2018/2019 room rates, are approved by the Board of Regents. The table below is intended for planning purposes only and is not intended to be a commitment. For newly incoming residents, whose contract begins within the spring semester contract period, the rate will be prorated based upon the agreed upon contract start date.

**Room charges are calculated by the semester and will post on your Bursar's account for payment.**

Apartment/Room Type	Spring Semester Cost/ Person	Summer Semester Cost/ Person
<b>4-Bed 2 Bath Apt, Double Apartment</b> (Shared bedrooms - 2 bedrooms & 2 shared bathrooms)	<b>\$2,798/ Semester</b>	<b>\$1,950/ Semester</b>

<b>4-Bed 2-Bath, Single Apartment</b> (4 Private bedrooms & 2 shared bathrooms)	<b>\$3,875/ Semester</b>	<b>\$2,701/ Semester</b>
<b>2-Bed 1-Bath, Single Apartment</b> (2 Private bedroom & 1 shared bathroom)	<b>\$4,524/ Semester</b>	<b>\$3,153/ Semester</b>
<b>Studio</b> (Private space & 1 bathroom)	<b>\$6,383/ Semester</b>	<b>\$4,449/ Semester</b>
<b>1-Bed 1-Bath, Single Apartment</b> (1 Private bedroom & 1 bathroom)	<b>\$7,067/ Semester</b>	<b>\$4,925/ Semester</b>

**VII. FINANCIAL RESPONSIBILITY**

The student accepts full responsibility to pay all room fees and associated housing and dining fees assessed as a result of this agreement and/or receipt of services (e.g. damages fees, etc.) by the scheduled due date. Failure to pay or make acceptable payment arrangements to bring the student’s account current will result in the student’s name being placed in the university debt file, resulting in a block on future registration for classes or the release of academic transcripts, and termination by the university of this contract. If necessitated due to non-payment, the University may refer a delinquent account to an outside agency. If the student account is referred to outside agency, the delinquency may be reported to national credit bureaus and the student may be responsible for collection costs and reasonable attorneys’ fees allowed by the laws of the state of Colorado. Pursuant to Colorado Law (C.R.S. § 23-5-115), in the event of a default of the student’s account owed to the university, the university may certify to the Colorado Department of Revenue (DOR) information about the student, including name, social security number, the amount of the debt and any other identifying information required by the DOR. The DOR may then disburse funds to the university in satisfaction of that debt from tax refund amounts owed to the student, if any.

**VIII. CONTRACT CHARGES**

**Students contracting for housing prior to the first day of classes each semester are charged the full semester rate regardless of the date they check into their accommodations. Students contracting for housing and dining on or after the first day of classes are charged on a pro rata basis.**

**IX. DEPOSIT**

Applicants must pay a \$300 deposit at the time they submit the contract and Bear Creek application. If a hardcopy application is submitted, the deposit can be paid by check. Checks must be made payable to the University of Colorado Boulder.

The Applicant is liable for the payment of all University charges enumerated in the terms of the contract. Within 60 days after the expiration of this contract or termination of occupancy, the University will apply the deposit to the payment of such University charges not otherwise paid by the Resident, and will pay the difference, if any, to the Resident. If a new contract for the subsequent academic year is signed by the student and the Bear Creek manager or designee has returned a letter or email of housing confirmation to the Applicant, the deposit will be carried forward to the new contract year. Any cleaning and/or damage charges will be assessed to the Resident’s account.

The deposit required for Bear Creek Apartments is distinct and separate from the enrollment deposit required for admission to the University.

**X. ASSIGNMENT OF ACCOMMODATIONS**

Priority for building and room assignment is based upon established availability of rooms in Bear Creek Apartments, as well as the date and time on which this contract, the application, the \$300 deposit are received by Bear Creek Apartments.

The University reserves the right to make alternative assignment decisions or reassign an Applicant or Resident for such reasons as the University, in its sole discretion, deems appropriate. These reasons include, but are not limited to: construction, renovation, and/or maintenance activities; roommate conflicts; health, safety, and/or security concerns; pending disciplinary action; and noncompliance with University policies, rules and regulations. Room reassignment, utility or facility disruptions, planned renovations and/or construction projects, or class conflicts, shall not result in the reimbursement, reduction of room rental rates referenced in this contract or constitute an excused termination reason.

**If a vacancy occurs in a shared apartment in which the Resident resides, the Resident agrees to accept other**

**roommate(s) as assigned by Bear Creek Apartments** unless Resident agrees to pay Bear Creek Apartments, the rent due and other charges due for such vacant room. Residents are not allowed to use any vacant room in the apartment for any purpose whatsoever unless the Resident is paying rent for the room. Switching rooms without prior approval by the Bear Creek manager will result in a fine of \$200. Anyone requesting an apartment or room change, after assignment has occurred, will pay \$100 transfer fee per change.

Resident requests to change rooms are honored only in advance of the move and with written approval from the Bear Creek manager or designee.

Bear Creek Apartments reserves the right to refuse housing to any student who is delinquent in the payment of housing bills, who has, in the opinion of the University, demonstrated a failure to abide by University and Bear Creek apartment rules and regulations, or who exhibits behavior that is incompatible with the maintenance of order and propriety in the apartment community. Also Bear Creek can refuse housing or terminate the contract to those individuals who do not exhibit reasonable approaches, responses and/or expectations of fellow roommates.

#### **XI. ROOMMATE ASSIGNMENTS**

When self-selection is not in place, assignments are made based on gender. When possible, we match based on roommate preference, as well as identified lifestyle preferences. Preferences are an important factor; however, we cannot guarantee matches. Conflicts that occur due to a lifestyle difference shall not result in the reimbursement, reduction of room rental rates referenced in this contract or constitute an excused termination reason.

#### **XII. TERMINATION**

To terminate your contract, you must notify the

Bear Creek Housing Operations Manager,  
6000 Bear Creek,  
Boulder, CO 80310.

Notification must be in writing and, if mailed, the postmark on the envelope is used as the date of termination. Or you can send an e-mail to [bearcreekapartments@colorado.edu](mailto:bearcreekapartments@colorado.edu).

#### **A. EXCUSED TERMINATION BY THE RESIDENT**

1. Residents may terminate this contract without Termination Fees only under certain specified conditions, with written notice given by the student no later than 45 days before the end of the semester or summer session, and with the appropriate University documentation evidencing these conditions.

These conditions are:

- Graduation
- Education Abroad
- Internships outside Boulder County or the Denver/Boulder metropolitan area
- Leave Program
- Withdrawal from the University
- Approval of a petition of hardship

2. A student may request termination based on hardship by filing a petition with detailed documentation. The petition should be sent as described in Section XII, Termination. The chair of the petition committee or designee will send Resident written notice of acceptance or denial within 30 days of the office receipt of all required documents. The Resident will not be released from the terms of the contract unless the appeal has been approved in writing by the petition committee.

#### **B. TERMINATION OF CONTRACT BY THE UNIVERSITY**

The University, may terminate or suspend this contract, after giving the student notice of the allegations and an opportunity to respond to them, should it be determined that the student poses a potential danger to individuals and/or community. The University may terminate this contract if it is required to provide bedbug remediation more than twice, or unreasonably fails to follow University directives with respect to bedbug remediation. The University may terminate this contract for: failure to make payment of charges as required by this contract; suspension or expulsion from the University; and/or disciplinary action. The University also may terminate or suspend this contract for failure to maintain eligibility as described in section II above, or failure to comply with policies and rules contained in the following materials, which are made part of this contract: University of Colorado Boulder Housing & Dining Services application and resident handbook, including the University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct, the Student Code of Conduct, or other applicable University policy. If this contract is terminated by the University, the student will be subject to the Termination Fees described below the section titled "TERMINATION FEES AFTER MOVE-IN". For clarity, if terminated, APPLICANT/RESIDENT will be required to vacate the property at the time and date determined by the University in its sole discretion.

#### **C. ABANDONMENT OR UNEXCUSED TERMINATION OR NO SHOW BY RESIDENT**

Abandonment or failure to move in or unexcused termination of the contract by the student will result in the imposition of

termination fees in the same manner as if the contract were terminated by the University.

#### **D. CALCULATION OF TERMINATION FEES**

The termination fees described below will be calculated as follows:

1. Termination Fees will be assessed commencing with the first date for which rent was not received
2. The University will finalize and send notice of any outstanding charges or refunds due to the student's permanent address of record within 60 days of the effective date of termination.

#### **E. TERMINATION FEES PRIOR TO MOVE-IN**

1. Termination of the contract prior to move-in will result in forfeiture of the \$300 deposit.
2. In addition:
  - a) For the period from December 1, 2018 to December 15, 2018, the student will be assessed a cancellation fee of 10 percent of the total monthly room charges for the entire 2019 Spring & Summer contract.
  - b) For the period from December 16, 2018 to January 14, 2019, the student will be assessed a cancellation fee of 15 percent of the total monthly room charges for the entire 2019 Spring & Summer contract.
  - c) Failure to occupy an assigned space by 9:00 AM 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 2019 Spring & Summer contract.
  - d) The parties understand that quantifying these assessments is inherently difficult, and further agree that these assessments are not a penalty, but rather a reasonable measure of damages that may result from termination prior to move-in.
3. If the University rents the room during the contract period, it will refund a pro rata share of the cancellation fee for the period the room was rented.

#### **F. TERMINATION FEES AFTER MOVE-IN**

1. Termination of your contract after move-in will result in forfeiture of the \$300 deposit and assessment of a \$400 administrative fee.
2. In addition:
  - a) For the period from termination through March 15, 2019, the student will be charged 50 percent of the remaining

charges from the date of checkout through the end of this contract.

- b) After March 15, 2019, the student will be charged 100 percent of the remaining room charges from the date of termination through the end of this contract.
  - c) The parties understand that quantifying these assessments is inherently difficult, and further agree that these assessments are not a penalty, but rather a reasonable measure of damages that may result from termination after the move-in.
3. If the University rents the room during the contract period, it will refund a pro rata share of the cancellation fee for the period the room was rented

#### **XIII. COMPLIANCE WITH UNIVERSITY POLICIES AND REGULATIONS**

Residents must comply with all University of Colorado policies, rules, and regulations which are hereby incorporated into this contract, including, but not limited to, the Bear Creek Apartments Resident Handbook, located on the web at <https://bearcreek.colorado.edu/living-bear-creek/handbook> and the University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct. This includes but is not limited to articles, signs, posters, decorations, 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.

#### **XIV. USE OF FACILITIES AND FURNISHINGS**

Bear Creek rooms and furnishings are to be used in the manner for which they were designed. No University property, including room and lounge furnishings, may be moved within the building or taken from the building without written authorization of the Bear Creek manager. The resident is responsible for the appearance, cleanliness, trash removal, and personal/guest possessions of the rented space. The University reserves the right to remove all obstructions therein and dispose of the same at its discretion. Unsanitary conditions that render the unit uninhabitable are prohibited and the University reserves the right to take remedial action with respect to uninhabitable conditions.

Bear Creek Apartments respects the need for, and right to, privacy of each Resident. However, Bear Creek Apartments reserves the right to enter and inspect rooms at any time when it is deemed necessary to protect and maintain University property, including residential computer network (ResNet) lines and their appropriate usage, to assure the safety of Residents, and/or to facilitate the maintenance of discipline and an educational atmosphere. In addition, authorized personnel of the University are permitted to enter the premises at reasonable hours and in a

reasonable manner for the purpose of inspection, maintenance, project upgrades and repairs, and to enter upon the premises at other times deemed necessary by the University to meet emergency conditions. Repairs shall be made by the University, as requested by the Resident or as needed by the University. The cost of such repairs as are necessitated by the willful act or neglect of the Resident will be charged to and paid by the Resident. Prohibited items found in or around Bear Creek which pose a health or safety threat and/ or are deemed illegal will be removed by the University.

Residents are required to comply with guidelines for the acceptable and fair use of University and/or Housing & Dining Services computing and network resources, and satellite television networks. Any person who uses these resources in violation of law or policy may be subject to loss of privileges, disciplinary action, personal liability, and/or criminal prosecution. Information technology policies contained in the University of Colorado Boulder websites (<http://www.colorado.edu/oit/policies>) are made part of this contract.

Bear Creek Apartments are equipped with air conditioning and heating. Air conditioning is provided during the summer months and turned off during the winter months. The same process goes for the heat in which heat is provided during the winter months and turned off during the summer. When determining the exact switchover date for each building, Facilities considers prevailing weather patterns, the system controls, and building usage.

#### **XV. TELEPHONE SERVICE**

All Residents are strongly encouraged to use their own cellular phones and service. A hardship case request can be made for activation of local landline 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 December 12, 2018, to complete the necessary forms. Land- line phone requests submitted before December 12, 2018 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 Resident must provide the basic telephone handset.

#### **XVI. RESPONSIBILITY FOR DAMAGE**

The Resident will be charged for any and all damages, or other loss incurred, to the building, furniture, and equipment that is a result of the Resident's conduct or for which the Resident is

otherwise responsible. Damage within the Resident assigned room is the personal responsibility of the person assigned to the room unless individual responsibility is determined. Individual responsibility is determined by the University in its sole discretion. Damage to the common areas, living room, kitchen, bathroom, and hallways will be divided equally among all roommates, unless the party responsible takes responsibility.

#### **XVII. RESIDENT 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 Resident, regardless of cause. This includes losses occurring in the Resident's room, storage area, public areas, and other areas of Bear Creek Apartments. Residents are encouraged to carry their own renter's insurance. At the end of the contract or after the resident has moved out, any and all items that are not removed will be deemed abandoned and will be removed and disposed of at the University's discretion. A charge will be placed on the Resident's account for removal of items. The University is not responsible for lost or damaged items that have to be removed from the apartment.

#### **XVIII. GUESTS**

Guest of the Residents may be housed overnight on a space available basis with prior and continuing approval of the roommate(s). No guest may visit overnight for any period exceeding two (2) consecutive nights not to exceed ten (10) nights per semester. The Resident is responsible for ensuring that guests comply with University and Bear Creek Apartments policies, rules, and regulations. Resident's will be held responsible for any and all damage, or other loss incurred, to the building, furniture, and equipment that is a result of the guest's carelessness or misconduct or for which the guest is otherwise responsible.

#### **XIX. LIMITATION ON UNIVERSITY LIABILITY**

The parties agree that the University is not liable for personal injury or property damage to Residents or guests in the premises or within University facilities. The University's liability under this contract is subject to the provisions of the Colorado Governmental Immunity Act. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this contract shall be construed as an express or implied waiver by the University of its immunity or as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort. The APPLICANT/RESIDENT shall indemnify and hold the University and its agents harmless from any and all claims and judgement for loss, damages, or injury to persons or property caused by or contributed to by the acts or omission of the APPLICANT/RESIDENT or its agents.

**XX. HOUSEKEEPING**

Daily housekeeping service is provided only for public areas. Residents are responsible for maintaining assigned living areas, including kitchens and bathrooms, in a clean and orderly condition. Failure to keep shared living areas in a clean, uncluttered and safe condition will result in cleaning charges and could result in termination of the contract.

**XXI. PEST CONTROL**

Pests can pose significant problems to people, property, and the environment. All universities are located in areas where pests can be present. Furthermore, many retail products on the market may not be effective against some pests, such as bedbugs. However, Housing & Dining Services is committed to an effective and efficient response to Residents who report pests such as roaches, bedbugs, mice, or any other insect or vermin in rooms, units, or other parts of communities. Regular pest control measures include inspections, structural and housekeeping controls, and material treatments as needed. Housing & Dining Services reserves the right to enter and treat or inspect any living space as required for pest control/management. To report a pest sighting, and instead of using pesticides themselves, Residents must contact the Bear Creek Office or the Facilities Office at 303.735.5555 as soon as possible. APPLICANT/RESIDENT use of pesticides is prohibited. Residents will not be refunded housing charges, nor will it constitute an excused termination reason, when pest control is being done to their rooms, and Residents may be moved to other housing as necessary, including on a permanent basis. Notwithstanding anything in this provision to the contrary, the University may terminate this contract if it is required to remediate bedbugs more than twice.

**XXII. NONDISCRIMINATION**

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

**XXIII. HOUSING ACCOMMODATIONS**

The University of Colorado Boulder provides reasonable housing accommodations to residents with disabilities. A disability is defined by law as a mental or physical impairment that substantially limits an individual in one or more major life activities. Major life activities include but are not limited to walking, eating, speaking, sleeping, hearing, seeing, and concentrating. Housing accommodations are determined on a case-by-case basis, founded on documented need.

If you submit disability information on your housing application, we will email you additional instructions regarding the process and how to complete the "Request for Housing Accommodation Form." This form includes a section that is completed by the resident and a section completed by a licensed medical professional. Applicants/Residents who have a documented need to have an emotional/assistance animal must contact Bear Creek in advance of acquiring the animal.

**XXIV. PETS**

Pets are prohibited with the exception of fish. Fish tanks must not exceed 30 gallons. You will be assessed a cleaning and administrative fee of \$250 for having pets, (including fish if having fish damages the property in any way) inside the Bear Creek community and your contract may be terminated.

**XXV. NO SMOKING POLICY**

The no smoking policy at CU-Boulder means people may not smoke any substance including, but not limited to, tobacco, cloves, vapor-cigarettes or marijuana indoors and outdoors. The policy covers University-owned and operated campus grounds, including but not limited to Bear Creek Apartments as well as all outdoor common and educational areas, all University buildings, University-owned on-campus housing, campus sidewalks, campus parking lots, recreational areas, outdoor stadiums, and University-owned and leased vehicles. Smoking within the building may result in a \$300 fine.

**XXVI. MARIJUANA PROHIBITED**

Possession, growth, use and/or distribution of marijuana in Bear Creek Apartments is 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, use or distribute marijuana 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 will be released from a Housing & Dining Services Contract without financial penalty.

**XXVII. WEAPONS AND FIREARMS**

This contract is conditioned on the Resident's agreement not to bring any weapon or firearm, including any handgun(s) carried in

accordance with the Colorado Concealed Carry Act, §18-12-201, et. seq., C.R.S., onto the premises of Bear Creek Apartments, including apartments and common areas. With regard to any weapons other than handguns carried accordance with the Colorado Concealed Carry Act, §18-12-201, et. seq., C.R.S., University Policies, rules and regulations, prohibit weapons and firearms anywhere on the premises of Bear Creek Apartments, including apartments and common areas. Notwithstanding any other language in this contract, the University may terminate this contract immediately for violation of this paragraph.

Firearms may be stored with the University of Colorado Police Department. For more information, contact the police department.

confidential contact. If the student does not wish to list a contact, they may decline to do so.

### **XXX. MISCELLANEOUS**

The parties agree that this contract supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth in this contract with respect to the use of the room. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied in writing. Accordingly, this contract is an integration of the entire understanding of the parties with respect to the matters set forth in it.

### **XXVIII. REGISTERED SEX OFFENDERS**

Registered sex offenders are generally not allowed to reside in University housing facilities. The University of Colorado Boulder requires sex offenders to identify as such on their admissions application. For clarity, registered sex offenders shall have identified as such on his or her admission applications. This information is shared with the Admissions Crime Review Committee (ACRC). Should ACRC admit a registered sex offender to the University, a determination by ACRC will be made on whether or not the student will be allowed to reside in University owned or operated housing facilities. If a student who registers as a sex offender is allowed to reside on campus, he/she must comply with registration requirements mandated by state law, and register with the University of Colorado Boulder Police Department. If, after agreeing to this housing contract, a student is convicted or found guilty of, or adjudicated to have committed a sex offense, or if a student is classified as a sex offender or placed under active supervision by any jurisdiction for a sex offense, the student is required to immediately notify the University's Police Department and Housing & Business Operations Managers of Bear Creek Apartments. In addition, a determination by ACRC will be made on whether or not the student will be allowed to continue to reside in University owned or operated housing.

### **XXIX. MISSING PERSONS INFORMATION**

As required by federal law, every Resident will be given the option of providing confidential contact information which will be used in the event that the Resident is reported to be missing. The confidential contact is not required to be a parent or guardian, if the Resident is 18 years of age or older. Parents or guardians will be called if the Resident is non-emancipated and under the age of 18 within 24 hours after the Resident is determined to be missing. Regardless of the student's age, law enforcement will be notified within 24 hours of the determination of a missing student. During the application process, every student will be asked to identify that