

Housing & Dining Bear Creek Returning Student Academic Year Contract, 2020-2021

EXECUTION OF THIS CONTRACT

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 (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 for the purposes of requesting a space in Bear Creek, a student housing building allocated by the room, and may not be assigned or transferred in any manner by the student 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.

Applicants must complete, sign, and submit this contract, along with a completed Bear Creek application, and a \$300 security deposit. **The \$300 is forfeited if at any time this contract is not fulfilled, unless cancelled in writing by May 15, 2020.**

This contract will be effective, and assignments confirmed, only upon applicant's completion of and deposit payment for the Bear Creek application and contract. 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.** 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.

Note: Application for, and confirmation of, admission to the university and application for Bear Creek assignments are separate transactions, acted upon separately by the university. The security deposit required for housing is distinct and separate from the enrollment deposit required for admission to the university.

ELIGIBILITY

Only individual persons regularly enrolled on the Boulder campus or the Division of Continuing Education for six (6) or more undergraduate credits are eligible to reside in Bear Creek unless permission is given by the Office of Occupancy Management. 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. Admission to the University does not guarantee eligibility for housing at Bear Creek.

Prior or pending criminal and/or disciplinary conduct may make a prospective resident or resident ineligible to reside in Bear Creek, if after an individualized assessment the university determines that the conduct poses an unreasonable risk to the safety or security of the housing community.

If it comes to the university's attention that an applicant is a registered sex offender, the university will determine whether the student will be allowed to reside on campus. If the registered sex offender is then permitted to reside on campus, they must comply with registration requirements mandated by state law, as well as register with the University of Colorado Boulder Police Department. If a student is convicted of a sex offense after they have been admitted to the university, the student must also comply with registration requirements, including registering with the University of Colorado Boulder Police Department. Furthermore, the student must notify the Director of Residence Life of such conviction for a sex offense for purposes of determining whether the student may be permitted to remain in university housing. If a

student has any pending or prior criminal or disciplinary conduct, the university may decide to terminate this agreement if after an individualized assessment the university determines that the conduct poses an unreasonable risk to the safety or security of others in the housing community.

LENGTH OF CONTRACT

The terms of this contract apply to the entire 2020-21 Academic Year (August 15, 2020 – May 7, 2021), or if entered into after the start of the academic year, to the balance of the academic year. If the student's assigned move-in date is prior to the start of the academic year, the terms of this contract apply for the period beginning on the student's assigned move-in date and ending on the last day of the academic year. This contract may not be terminated before or during the academic year except under the terms set forth in the "Termination . . ." sections of this contract.

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 student'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, or is in violation with the contract terms or the handbook.

Note: An assignment correspondence is sent to each prospective resident indicating move-in dates and times. Occupancy dates are subject to changes in the academic calendar.

Any checkouts within 30 days prior to the end of fall/spring semester will be charged 100 percent of contract room and board to semester end, as the termination penalties are applicable.

NONDISCRIMINATION

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

ASSIGNMENT OF HOUSING SPACE

Normally, priority for building and room assignment is based upon established availability of rooms in Bear Creek, as well as completion of the contract (the housing application, guardian consent form, and the \$300 security deposit).

The University reserves the right to make alternative assignment decisions or reassign an Applicant/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 space in which the Resident resides, the Resident agrees to accept other roommate(s) as assigned

by Bear Creek unless Resident agrees to pay Bear Creek, the room fees and any other charges due for such vacant room. Residents are not allowed to use any vacant room in the shared space for any purpose whatsoever unless the Resident is paying the associated fees for the room. Resident requests to change rooms are honored only in advance of the move and with written approval from Occupancy Management or designee.

Bear Creek 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 rules and regulations; or who exhibits behavior that is incompatible with the maintenance of order and propriety in the housing community. In addition, 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.

ROOMMATE ASSIGNMENTS

When self-selection is not in place, assignments are made based on self-identified 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 rates referenced in this contract or constitute an excused termination reason.

DISABILITIES AND MEDICAL CONDITIONS

Students with disabilities requiring academic/learning accommodations should contact [Disability Services](#) as soon as possible. For housing/living accommodation needs, such as a student with a documented disability and disability-related need for an assistance animal, the student should contact Housingaccommodations@colorado.edu as soon as possible to discuss the process for requesting reasonable housing accommodation options. In addition, the OIEC (Office of Institutional Equity and Compliance) ADA unit's P&P, available here: <https://www.colorado.edu/oiec/ada-accessibility>, sets forth in detail the interactive process, and the appellate process, that occurs for students seeking educational accommodations from Disability Services, housing or dining accommodations from Occupancy Management, and/or employment accommodations for a student employment position.

COMMUNITY CLEANING

Daily cleaning service is provided only for community areas and community bathrooms. Residents are responsible for maintaining assigned living areas, including kitchens and/or private or semi-private 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.

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 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.

MARIJUANA PROHIBITED

Possession, use and distribution of marijuana in Bear Creek 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, 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 may submit a request to Occupancy Management to be released from any Housing & Dining Contract executed by the resident. Residents with a documented need for medical marijuana will be released from a Housing & Dining Contract without financial penalty as defined in the termination section(s).

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. In addition to the confidential contact, 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.

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 Facilities Services (HFS) is committed to an effective and efficient response to students 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. HFS reserves the right to enter and treat any living space as required for pest control/management.

To report a pest sighting, and instead of using pesticides themselves, students must contact the community center desk or HFS at 303-735-5555 as soon as possible. Students will not be reimbursed housing charges when pest control is being done to their rooms, and students may be moved to other housing as necessary, including on a permanent basis. The university reserves the right to unilaterally terminate this contract if it is required to remediate a room for bedbugs more than twice.

PETS

No pets or animals may be brought into Bear Creek with the exception of service or approved assistance animals and small aquatic life (fish and small turtles) contained in an aquarium not to exceed 30 gallons in volume. (See the Disabilities and Medical Conditions section of this contract for additional information on assistance animals.)

RIGHT OF ENTRY

The university respects the need for, and right to, the privacy of each resident. However, the university reserves the right to enter and inspect student rooms at any time when it is deemed necessary to ensure the safety of residents, to protect and maintain university property (including residential computer network (ResNet) lines and their appropriate usage), to maintain environmental health and safety, and/or to facilitate the maintenance of discipline and promote 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.

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, 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.

BEAR CREEK ROOM RATES, 2020-2021, PER SEMESTER

The table shown below includes the tentative 2020-21 room semester rates. This table is intended for planning purposes only and is not intended to be a commitment for 2020 -2021. Final rates will be approved by the Board of Regents in June 2020, and will be available on the website in July of 2020. Room charges are calculated by the semester, and will post on the Bursar's account for payment.

BEAR CREEK TENTATIVE RATES 2020-21	
	Cost per semester
4-Bed 2 Bath Apt, Double Apartment (Shared bedrooms - 2 bedrooms & 2 shared bathrooms)	\$2,983
4-Bed 2-Bath, Single Apartment (4 Private bedrooms & 2 shared bathrooms)	\$4,131
2-Bed 1-Bath, Single Apartment (2 Private bedroom & 1 shared bathroom)	\$4,822
Studio Apartment (Private space & 1 bathroom)	\$6,606
1-Bed 1-Bath, Single Apartment (1 Private bedroom & 1 bathroom)	\$7,314

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 housing space. Students contracting for housing on or after the first day of classes are charged on a pro rata basis.

RESPONSIBILITY FOR DAMAGE

The university will charge students for damage, or loss to university property if the university determines that such damage or loss is a result of the student's carelessness or misconduct. Damage within the Resident assigned room is the personal responsibility of the person(s) 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, shared bedroom, and hallways will be divided equally among all roommates, unless the party responsible takes responsibility.

STUDENT 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. This includes losses that occur in the student's room, storage room, public areas, or other areas of Bear Creek; including but not limited to damage, destruction or theft of items such as jewelry, food, clothing, and furnishings. **Students are encouraged to carry their own personal property insurance, as they are fully financially responsible for their personal property and any damages caused by them while on university property.**

At the end of the contract or after the resident has moved out, 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.

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.

SECURITY DEPOSIT

Applicants must pay a \$300 security deposit at the time they submit the contract and housing application. (If a hardcopy application is submitted, the security deposit check should be made payable to the University of Colorado.) 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 Applicant receives confirmation of housing, 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. If the contract is cancelled, in writing, to Occupancy Management by May 15, 2020, the security deposit will be refunded within 60 days.

STUDENT CONDUCT

Students are bound by university policies, including the [Bear Creek Resident Handbook](#), the student code of conduct and the Office of Institutional Equity and Compliance's Resolution Procedures ("OIEC RPs"). Signing this contract acknowledges that the student has access to the code and OIEC RPs and will abide by the policies set forth by the University of Colorado Boulder. The Code of Conduct is found at <https://www.colorado.edu/osccr/>. OIEC RPs can be found at <https://www.colorado.edu/oiec/>.

TELECOMMUNICATION AND DATA ACCESS

Campus networking, managed by the Office of Information Technology, provides both high speed wired and wireless access to the Internet for all campus housing students. Wireless service is available in all campus housing and each student unit has a wired Ethernet jack. Campus network support services are available to all residents.

All residents are encouraged to bring their own cellular phones. Cellular service reception is typically consistent, but is not guaranteed. Due to

sustainability features of some buildings, cellular service can be spotty in some locations. Due to this, all residents are advised to turn on Wi-Fi calling on their cellular phone prior to occupancy to help prevent any service disruptions, especially in the event of an emergency.

A hardship case request can be made for activation of local landline phone services in your unit for a nonrefundable fee of \$500 per academic year. To make such a request, contact the Occupancy Management office at 303-492-6673 before July 31, 2020, to complete the necessary forms. Landline phone requests submitted before July 31 will be activated before residents arrive, otherwise students making a room landline request need to allow three weeks for activation. The nonrefundable fee of \$500 per academic year, 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 basic telephone handset.

Residents are required to comply with guidelines for the acceptable and fair use of University and/or Housing & Dining 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.

USE OF FACILITIES

Student 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 staff. Student rooms are not to be used for business activities, including but not limited to the use of servers and computer systems.

Bear Creek is 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.

WEAPONS/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., into any campus housing unit. With regard to any weapons other than handguns carried in accordance with the Colorado Concealed Carry Act, §18-12-201, et. seq., C.R.S., University Policies, rules and regulations prohibit weapons and firearms from being brought onto campus, including into any campus housing unit. Notwithstanding any other language in this contract, the University may terminate this contract immediately for violation of this paragraph. Residents who obtain a Concealed Carry Permit and wish to carry a handgun in accordance with the permit must notify Occupancy Management and will be released from their Housing & Dining Bear Creek Contract without financial penalty as defined in the termination section(s).

TERMINATION OF CONTRACT BY THE STUDENT BEFORE OCCUPANCY

To terminate this contract prior to occupancy, you must notify Occupancy Management, Center for Community, S300, 159 UCB, Boulder, CO 80309-0159. Notification must be in writing and, if mailed, the postmark on the envelope is used as the date of termination. Alternatively, you can send an e-mail to studenthousing@colorado.edu.

Termination by the student, prior to occupancy, results in the following penalties when written notification of termination is received by Occupancy Management by the dates indicated.

- The security deposit is forfeited after May 15, 2020.
- Applications cancelled on or after July 31, 2020, will be assessed a cancellation fee of 15% of the charges for that semester whether or not an assignment has been communicated.

The student may terminate this contract before occupancy without the 15 percent cancellation fee of the room portion of the room charges for that semester **ONLY** for the following reasons:

- Graduation
- Withdrawal from the university, meaning a student is taking zero credits including matriculation, continuing education and online credits for the University of Colorado Boulder. If the student withdraws from the university, documentation of withdrawal must be presented to Housing.
- If a student applies for housing on the University of Colorado Boulder campus and later elects to attend another University of Colorado campus.
- A granted petition based on documented severe personal problems that occurred **after** submitting the housing contract and application and beyond the control of the student. If severe personal problems are cited, the student must make written petition to the office of Occupancy Management. (The student will receive written decision of the petition generally within 10 university business days of submission, and the student's housing and dining account will be adjusted accordingly.)
- If the university determines that termination of this contract is necessary in order to reasonably accommodate a resident's disability, then the termination penalties, including forfeiture of the \$300 deposit, are not applicable.

If the university approves termination of the contract without the 15 percent cancellations fee for any of the above reasons, the forfeiture of the \$300 security deposit as per the terms of this contract is not waived.

TERMINATION OF CONTRACT BY THE STUDENT AFTER OCCUPANCY

If termination occurs for any reason, the student must officially check out (personally sign out of your front desk and have building and room access deactivated on Buff OneCard) at 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 room charges.

Termination of contract after occupancy results in the following penalties when **official checkout** occurs by the dates indicated.

- The security deposit is forfeited.
- During the fall semester, the resident is charged for the period of contract start through the date of official checkout (personally sign out and have building and room access deactivated on Buff OneCard), and charged 50 percent of the remaining charges from the date of checkout through the end of that semester. A resident leaving on or after November 18, 2020, is charged 100 percent of the remaining for that charged semester, unless the student officially checks-out on December 18, 2020, then they will receive back the prorated amount to the end of semester charges.
- During the spring semester, the resident is charged from the date of semester charges through the date of official checkout (personally sign out and decode Buff OneCard), and charged 50 percent of the remaining charges from the date of checkout through the end of that semester. A resident leaving on or after April 7, 2021, is charged 100 percent of the remaining charges for that semester.

After August 24, 2020, this contract may be terminated without penalty **ONLY** for the following reasons:

- Graduation
- Withdrawal from the university, meaning a student is taking zero credits including matriculation, continuing education and online credits for the University of Colorado Boulder. If the student withdraws from the university, documentation of withdrawal must be presented to Housing.
- Education Abroad
- Internships outside of the Denver/Boulder metropolitan area
- Leave of Absence
- A granted petition based on documented severe personal problems beyond the control of the student that occurred after August 15, 2020. If the circumstances render it unreasonable for the university to expect the student to continue living in Bear Creek, the student may petition for release from this contract. The written petition should be addressed to the office of Occupancy Management. The student will receive a written decision of the petition generally within 10 university business days of submission. The student is not released from this contract until the petition has been approved in writing by the office of Occupancy Management. If approved, the student's housing account will be adjusted accordingly.

If the university approves termination of the contract without penalties for any of the above reasons, the forfeiture of the \$300 security deposit as per the terms of this contract is not waived.

- If the university determines that termination of this contract is necessary in order to reasonably accommodate a resident's disability, then the termination penalties, including forfeiture of the \$300 deposit, are not applicable.

The university will finalize and send notice of any outstanding charges or refunds due to the student's permanent address of record generally within 60 days of the termination of occupancy.

TERMINATION OF HOUSING & DINING CONTRACT BY THE UNIVERSITY

Pursuant to their policies and procedures, the Office of Student Conduct and Conflict Resolution (SCCR) and/or the Office of Institutional Equity and Compliance (OIEC) are authorized to immediately exclude students from campus housing as a result of alleged or found misconduct. A housing exclusion issued by one of those offices terminates this contract. In such event, the person will receive prior written notice from the appropriate office and a directive to vacate the premises. Failure to comply may result in additional action by the university. Pursuant to the terms of this contract, the individual may be entitled to a credit for housing costs already paid. Any student who is found not responsible, or otherwise cleared by SCCR or OIEC to return to campus housing, may, at one's option, request to reinstate housing if one is otherwise qualified and space is available at the time of such request. If reinstated, the student will be required to re-execute a contract and pay the requisite housing costs, except for any security deposit previously forfeited due to the timing of the termination, rather than for damage.

The Associate Director of Occupancy Management, or designee, may immediately terminate or suspend this contract if it is determined that:

- The student and/or situation pose a potential danger to individuals and/or community.
- The student fails to make payment of charges as required by this contract.
- The student is no longer enrolled at the university.
- The student breaches any term or condition of this contract.

The university may also terminate or suspend this contract for failure to comply with policies and rules contained in the following documents, which are incorporated by reference and made a part of this contract: University of Colorado Boulder Bear Creek Application, the Bear Creek Policies and instructions contained online at [living.colorado.edu](https://www.colorado.edu/oiec/), the OIEC RPs (see:

<https://www.colorado.edu/oiec/>) and University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct (see www.colorado.edu/osc) If this contract is terminated by the university, the student may be subject to the financial penalties for terminating occupancy stated in the above section titled "Termination of Contract by the Student After Occupancy."

If the university moves a student for conduct-related reasons, the student may be responsible for charges incurred due to the move.

MISCELLANEOUS

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