



Please answer the following questions:

Are you a smoker? No  Yes

(All apartments are non-smoking. Residents who smoke agree to do so outside, at least 25 feet from the apartment entrance.)

Have you ever been convicted of a felony? No  Yes

(If yes to this question, please submit detailed information on a separate sheet of paper)

Do you have a health problem that will affect where you should be assigned? No  Yes

(If yes, please note any special accommodations that are required and attach a detailed explanation on a separate sheet.)

1. If you are a first time applicant, a \$15 application fee is due with the application as well as the prepayment. If you are returning to NMSU housing then only the prepayment is due with this application. Please note that the application fee is **non-refundable**. Prepayment amounts are \$200.00 for Fall/Spring. The prepayment shall be maintained without interest. The prepayment will be applied toward rental charges or it may be forfeited in the event of breach of agreement or premature agreement termination. Please refer to the Single Student Housing License Agreement for specific information about refunds in the event of cancellation. An application cannot be processed if the appropriate fees are not included.
2. **The term of occupancy shall be for the entire academic year** (fall and spring semesters), or if entered into after the start of the fall semester, for the remainder of the fall and spring semester.
3. Assignments are made based on the date of receipt of a complete application; early application is encouraged. We will honor apartment type choices according to 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> choice until each has filled. If you have requested roommates, please be sure their information is provided in full and that they apply at approximately the same time as you. Roommate requests must be mutual. Apartment type preference and smoking preference must match.
4. If assigned into the apartment complex, part-time enrollment of at least 6 credit hours is required during each regular semester of occupancy.
5. Our "Application Acceptance Policy" is as follows: "The University reserves the right to refuse to give a housing assignment to any student. Example of reasons for refusal include, but are not limited to, individuals who have a criminal history, individuals who have behavioral problems which may, in the opinion of the University, negatively impact the group living environment, individuals who have been previously evicted from campus housing, or individuals who have poor rental histories."
6. This area of campus housing is an alcohol allowed facility. Only students of legal age may possess or consume alcoholic beverages. In cases where an assignment should combine an occupant that is under age with someone who is of age, the apartment automatically becomes alcohol-free (i.e. alcohol is prohibited).
7. **PETS ARE NOT ALLOWED IN CAMPUS APARTMENTS.** Possession or harboring of animals, reptiles, or birds, with the exception of fish (in a tank of 10 gallons or less) is prohibited. Visitors to the apartments shall not be granted an exception to this regulation.
8. When the Student executes this application with his/her signature and/or returns it to the University, that action constitutes an acceptance of the terms and conditions of the housing agreement as stated on this application form and in the Single Student Housing License Agreement.
9. Please complete application, sign and return it with required fees to Housing and Residential Life.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Campus Apartments Single Student Housing License Agreement

**IMPORTANT NOTICE: SUBMISSION BY THE STUDENT AND ACCEPTANCE BY THE UNIVERSITY OF A SINGLE STUDENT HOUSING APPLICATION FORM EXECUTES THIS LICENSE AGREEMENT AND IMPLIES ACCEPTANCE ON THE PART OF THE STUDENT OF ALL TERMS AND CONDITIONS STATED HEREIN.**

Revision Date 2/05

**AGREEMENT** - The undersigned, who agrees to be a registered student, hereinafter called the "Student," and the Board of Regents of New Mexico State University, hereinafter called the "University," hereby enter into this Single Student Housing License Agreement upon the following terms and conditions. The Student understands that the University will not permit the Student to occupy a room/apartment without the Student's agreement to all terms and conditions listed as a part of this Agreement.

**DEFINITIONS OF TERMS** - **Cancellation** -- Before occupancy (see definition below) and prior to 5 p.m. on the first day of classes, the Student may cancel his/her application for housing by notifying the Housing and Residential Life Office in writing. Refunds are subject to the refund schedule found elsewhere herein. **Occupancy** -- Occupancy is established upon issuance of a key (or encoding of a card) to the Student for a specified room/apartment and does not require actual physical presence by the Student or his/her possessions. **Term**—The term of occupancy shall be for the entire academic year (fall and spring semesters) or if entered into after the start of the fall semester, for the remainder of the fall and spring semesters. The term of occupancy includes University holidays which fall between opening date and closing date, as specified elsewhere herein. Occupancy ends at the conclusion of the Agreement period or when the Student has received written authorization from the Director of Housing and Residential Life, or his/her designee, to terminate the Agreement. **Termination** -- Termination occurs at the end of the term of occupancy or when the relationship between the Student and the University is formally discontinued. Termination is possible after occupancy when approved by the University at the Student's request, whereby the Student must receive written authorization from the Director of Housing and Residential Life, or a designee, or when initiated by the University for disciplinary reasons or for failure to maintain eligibility. **Eviction** -- Upon administrative/disciplinary termination of the Agreement, the Student is required to vacate the assigned room/apartment. If the Student does not vacate the assigned room/apartment, the University may take any action it deems appropriate including applying to the appropriate court for eviction or restitution of the property. Eviction carries a financial penalty and may result in the denial of future applications for campus housing. **Improper Check-out** -- The Student fails to follow established procedures for checking out of his/her room/apartment. Improper checkouts carry a financial penalty plus the charge for lock changes if the keys are not returned on time, and any other applicable cleaning and damage charges. **Policies/Regulations** -- For the purpose of this Agreement, Policies/Regulations include, but are not limited to, policies of the Board of Regents as they are adopted from time to time, the NMSU Student Handbook (which includes the Code of Conduct), the Schedule of Classes, the Campus Living Handbook, NMSU Parking Policies, NMSU Sales and Solicitation Policies, and policies and procedures of the Department of Housing and Residential Life. These Policies/Regulations may be amended from time to time during the occupancy period. The student shall comply completely and fully, and be bound by these Policies/Regulations. Notification procedures for Policies/Regulations changes may be found in the Campus Living Handbook. The Student has the obligation to be fully aware of Policies/Regulations that affect this Agreement. Policies/Regulations found in publications that are available for distribution may be obtained annually, one per student. **Single Student Housing** -- For the purpose of this Agreement, the following areas are defined as single student housing: all residence halls, the on-campus Greek Complex, the Cervantes Village and Vista del Monte apartment complex, and other areas which may be specifically identified as housing for single students. Single Student Housing is not an open, public forum. As such, no distribution of materials nor any sales, solicitation or advertising shall occur unless the Director of Housing and Residential Life, or a designee, gives prior authorization.

**APPLICATIONS AND ASSIGNMENTS** - Applications are reviewed based on the Application Acceptance Policy. The University will assign accommodations subject to the space available. The University will not guarantee assignments to particular buildings, types of accommodations, specific rooms or apartments, roommates, or single rooms. The University reserves the right to change or cancel assignments in the interest of order, health, safety, or discipline with appropriate written notice.

**SINGLE STUDENT HOUSING ELIGIBILITY** a) To reside in single student housing, the Student must be continuously enrolled for a minimum of six (6) credit hours \* throughout each of the fall and spring semesters at either the main campus, or appropriate branch campuses of New Mexico State University. Students not enrolled for course work or otherwise considered "registered," are not eligible for Single Student Housing during the regular academic year.

\* Special eligibility requirements for the single student apartments include a minimum of 28 credit hours earned at the time of move-in, or completion of two regular academic semesters.

b) Residents enrolled during the regular academic year are not required to enroll during summer sessions in order to continue occupancy providing they have otherwise maintained their eligibility for on-campus housing, that their summer rental charges are paid in advance, and that they have maintained a viable relationship with the University (i.e., pre-registered for fall classes, employed in a student capacity, submitted a fall housing application, or other similar circumstance).

c) The Student is expected to take the initiative in notifying the Director of Housing and Residential Life, or his/her designate, about any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.

**PERMIT FOR USE** - The University grants a permit to the Student to reside in Single Student Housing at the University during the term of the Agreement, except in cases where a temporary assignment may be necessary. Spaces in campus housing are to be occupied only by the person(s) properly assigned to them by Housing officials. Room assignments are not transferable; subletting is not permitted.

**TERMS OF PAYMENT/CHARGES AND REFUNDS**

a) **Prepayment of Rent** - A \$200 prepayment of rent must accompany the application for Single Student Housing for a regular academic year. A \$50 prepayment is due for summer school applications. The prepayment is due at the time of initial application and is maintained without interest. The prepayment may be used for future application processes (only if current obligations have been fulfilled); it may be applied toward rental charges; or it may be forfeited in the event of Agreement cancellation or Agreement termination. Late move-ins (defined as moving in after the last day to register for classes for a regular academic semester) also pay a percentage of the pro-rated rent. This percentage is based on the University's payment scheduled, found in the Schedule of Classes.

b) **Rental Charges** - Rental charges are due and payable at University Accounts Receivable, in conjunction with other charges (i.e., meal plans, tuition, fees, etc.). Rental charges shall be assessed on a semester's basis. Rental charges are subject to all applicable policies and procedures as established by the University and administered through University Accounts Receivable.

c) **Other Payments** - The Student agrees to pay the University for any damage incurred to the premises during this occupancy (including group damage billing) and for all expenses incurred by the University in restoring the room/apartment and its contents to clean and good condition, save reasonable wear and tear and damage by the elements, at the termination of occupancy. In addition, the Student agrees to pay the University other fees that may be requested or assessed from time to time (such as a first-time application fee, an activity/programming fee, or other administrative fees related to the University discipline process).

d) **Agreement Obligations** - If the Student shall default in complying with any provision of this Agreement, the University may, at its election, terminate this Agreement and retain all payments made hereunder and/or it may seek any other remedy in law or in equity which it may elect, including, but not limited to, eviction, specific performance of this Agreement, and damages. The Student agrees to pay all reasonable costs, attorney's fees and expenses incurred by the University in enforcing this Agreement.

e) **Charges and Refunds** - Under normal circumstances, charges fall into two categories: before occupancy and after occupancy.

**Before Occupancy** - The schedule that follows explains the various cancellation deadlines and refunds. All cancellations must be made in writing to the Housing and Residential Life Office. Refunds are calculated based on the date of receipt of the cancellation letter.

Fall / Spring	Charge	Refund
· Cancellation prior to May 1 by first time students who will not be attending New Mexico State Univ.....	-0-	\$200
· Cancellation by June 1 (Fall Applicant) or November 1 (Spring Applicant) .....	\$50	\$150
· Cancellation after June 1 (Fall Applicant) or November 1 (Spring Applicant) but no later than July 1 (Fall) or December 1 (Spring): .....	\$100	\$100
· Cancellation after July 1 (Fall Applicant) or December 1 (Spring Applicant) but no later than August 1 (Fall) or January 1 (Spring): .....	\$150	\$50
· Cancellation after August 1 (Fall Applicant) or		

January 1 (Spring Applicant): .....	\$200	-0-
· No Show Cancellation (when the Student does not arrive to claim the assigned space by 5 PM on the first day of classes, or when a late move-in does not claim the assigned space within 24 hours, the assignment is canceled): ...		
	\$200	-0-

<b>Summer School</b>	Charge	Refund
· Cancellation by May 1 (Summer Session I) Or June 1 (Summer Session II) .....		
	\$25	\$25
· Cancellation after May 1 (Summer Session I) Or June 1 (Summer Session II)		
	\$50	\$0
· No Show Cancellation (when the Student does not arrive to claim the assigned space by 5 PM on the first day of classes, or when a late move-in does not claim the assigned space within 24 hours, the assignment is canceled): ...		
	\$50	\$0

**After Occupancy/The Prepayment-**After occupancy, only refunds permitted in the Single Student Housing Payment/Cancellation/Refund Schedule shall be granted.

**After Occupancy/The Rental Charges** - Once the Student occupies a room/apartment, he/she must petition the Director of Housing and Residential Life, or a designee, for approval of Agreement termination. The charge schedule that follows applies ONLY to cases where the Student has been officially released from this Agreement. Unauthorized move-outs, without formal release from this Agreement, may be subject to full payment of all charges due and owing under the terms of this Agreement.

TIME	CHARGE	
	Fall & Spring*	Summer ‡
Opening day but prior to 5 p.m. on first day of classes:	Daily rate	Daily rate
First week *	10%	20%
Second week	20%	40%
Third week	30%	60%
Fourth week	40%	80%
Fifth week	50%	100%
Sixth week	60%	
Seventh week	70%	
Eight week	80%	
Ninth week	90%	
After ninth week	100%	

‡ percentage refund may vary if interim periods are included in summer rates

\* percentage is of total semester's rent based on week of classes from first day of instruction

**OPENING/CLOSING**

For all sessions, housing areas open as listed in the University calendar.

The Student may not occupy a room/apartment prior to the official opening day or beyond the deadline of 24-hours after their last exam, unless otherwise detailed as part of the rate structure or special permission is granted. (See the current Schedule of Classes for more information.) Occupancy at times other than those specified above may be allowed in cases where the Student is required to be on campus for a recognized University activity or other approved reason, has received prior written authorization from the Director of Housing and Residential Life or his/her designate, and has made payment arrangements.

**GENERAL UNIVERSITY POLICIES**

**Use of Facilities** - When the University deems it necessary, students may be required to move to other accommodations as detailed below. When such circumstances occur, the Student agrees to complete the move within the time specified by the Department of Housing and Residential Life -- usually not more than 48 hours.

- a) to vacate a floor, wing, patio, building or complex;
- b) to consolidate residence hall students as set forth in the Singles/Consolidations/Transfers policy or apartment students who are living in apartments that are not fully occupied;
- c) to control the use of rooms/apartments, with medical direction, in the event of a severe health problem or epidemic;

- d) to provide necessary space to accommodate staffing needs;
- e) to reassign areas in order to accommodate the current gender mix;
- f) to vacate an area for the purpose of major repairs or facility failures;
- g) to temporarily close facilities during extended University break periods;
- h) when unusual conditions occur affecting the health or safety of the Student or others.

**Responsibility for Damage or Loss** - The Student's signature on the inventory form establishes the Student's acceptance of the condition of the living space and its contents (except as detailed in the 24-hour always clean policy, published in the Campus Living Handbook) at the time of occupancy and, therefore, becomes the standard for the living space and its contents at the termination of occupancy.

The Student specifically agrees to be liable for damage or other loss incurred to the building, apartment, room, furniture and/or equipment that is not the result of ordinary wear and tear. Damages that occur to common areas that are not attributable or chargeable to a specific individual or group shall be shared equally by the residents of the living area where those damages occur (group billing process).

The University and the Student shall cooperate in the care of the dwelling and grounds. The Student is responsible for exercising reasonable care in keeping University property in an orderly, safe and sanitary condition. The Student is expected to notify Housing staff of damage or needed repairs in a timely manner via the established work order procedure.

**University Liability** - The University shall assume no responsibility for the loss, damage or theft of personal property belonging to, or in the custody of, the student for any cause whatsoever, whether such losses occur in student rooms, public areas or elsewhere in the residential complex. The Student is encouraged to carry personal property insurance. The Student agrees to save and hold harmless the University for all injuries of whatever kind or nature occurring on the premises assigned to him or her. The Student specifically agrees to be bound by the Search and Entry procedures of the University. The University's Search and Entry policy is found in the current "Handbook for Students."

**TERMINATION OF AGREEMENT AND/OR OCCUPANCY BY THE UNIVERSITY - ENFORCEMENT OF AGREEMENT**

a) Should this Agreement be terminated due to the Student's failure to meet/maintain the eligibility requirements set forth elsewhere herein, the Student agrees to vacate the room/apartment within twenty-four (24) hours unless permission to remain longer has been obtained, in writing, from the Director of Housing and Residential Life, or a designee.

b) Termination with cause may occur at the initiation of the University by giving not less than seven (7) days written notice. Seven days notice shall commence upon personal service of such notice to the Student, or upon the posting of same on the front door of the room/apartment. A nonexclusive list of cause for termination may be found in the Campus Living Handbook.

c) Immediate suspension of the Agreement may occur when, in the opinion of the University, the student's behavior and/or presence represents a real and present danger to the residential community. In such cases, the student shall be required to vacate the room/apartment immediately under the supervision of the Director of Housing and Residential Life, or a designee. Reinstatement of the Student into the living area may occur at the conclusion of adjudication of the case through the University discipline process or upon completion of administrative review when the outcome so necessitates.

**TERMINATION OF AGREEMENT BY THE STUDENT**

The Student may request termination of this Agreement by submitting a written request to the Director of Housing and Residential Life or his/her designee. Said requests will be processed in compliance with the Housing and Residential Life Agreement Termination Policy, available in the Housing and Residential Life Office. In all instances, the burden of proof shall lie with the student when substantiation of policy compliance is required.

**Important notice:** Submission and acceptance of a single student housing application form executes this Agreement and implies acceptance on the part of the student of all terms and conditions stated herein.