



## Housing/Dining Application Instructions

Please remember that applying for campus housing and dining services requires a financial commitment. If you change your mind before you begin using the services, some, or all, of the up front payments will be forfeited. Refer to the refund schedule found in the Single Student Housing License Agreement and Dining Service Agreement for specific dates and refund amounts.

To Apply:

- 1.** Please read through all of the forms and agreements before you begin to fill out the application. Be sure to pay close attention to the Single Student Housing License Agreement and Dining Agreement pages. Once you have signed and submitted the application forms, the terms of the agreements apply. First-year students who live in campus housing are required to participate in the meal plan program.
- 2.** Complete both pages of the housing application form and the dining services contract. To ensure timely processing of your request, be sure that all information is supplied. (NOTE: If you are under the age of 18 at the time you complete the application form, please have a parent or guardian sign as well).
- 3.** Include the required prepayments and application fees. There is a \$200 prepayment due for housing services along with a \$15 application fee. There is also a \$15 application fee for campus dining. The total of \$230 may be submitted together using one check or money order. Your application cannot be processed without appropriate prepayment.

Mail all required materials and prepayments to:

**Housing and Residential Life, MSC 3BB**

**New Mexico State University**

**P.O. Box 30001**

**Las Cruces, NM 88003-8001**

Payment and applications are also accepted in person. The Department of Housing and Residential Life is located on the NMSU campus in the Educational Services Building (next to the Pan Am). Office hours are Monday-Friday from 8:00am-5:00pm.

- 4.** After your applications have been received and processed a confirmation letter will be sent by mail. For fall semester applicants, building and room assignments will be made concurrent with new student registration programs late in April. For spring semester applicants, assignments will be made and available in December.

Application Acceptance Policy - The University reserves the right to refuse to give a housing assignment to any student. Examples 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.



# HOUSING APPLICATION FOR FIRST-YEAR STUDENTS

## 1. Personal Information (please print clearly)

Gender: Male \_\_\_ Female \_\_\_ Name: \_\_\_\_\_  
LAST FIRST MIDDLE INITIAL

Student #: 800 Date of Birth: \_\_\_/\_\_\_/\_\_\_ Major: \_\_\_\_\_  
Found on student ID card or myNMSU Month Day Year

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country (if other than USA) \_\_\_\_\_ Home Phone (\_\_\_\_\_) \_\_\_\_\_ this is my preferred method of contact

Student Email Address \_\_\_\_\_ this is my preferred method of contact  Cell Phone (\_\_\_\_\_) \_\_\_\_\_ this is my preferred method of contact

## 2. Anticipated Move-In

\_\_\_ Fall 2008 \_\_\_ Spring 2009 \_\_\_ Fall 2009 \_\_\_ Spring 2010

## 3. Residence Hall Preference MARK IN NUMERICAL ORDER 1-4

- \_\_\_ Garcia Hall  
 Garcia Hall offers several optional Living Learning Communities. Check the appropriate box if you would like to participate in the community. (Communities are subject to change.)
- |                                       |  |
|---------------------------------------|--|
| ___ Agriculture and Home Ec Community | ___ Fine Arts Community                    |
| ___ College of Business Community     | ___ Health and Social Services Community   |
| ___ College of Education Community    | ___ Professional Golf Management Community |
| ___ Criminal Justice Community        |  |
- \_\_\_ Monagle Hall  
 \_\_\_ Monagle Honors Community (eligibility based on acceptance into NMSU's Honors Program)
- \_\_\_ Piñon Hall  
 (mostly double occupancy; limited number of premium single rooms)
- \_\_\_ Rhodes-Garrett-Hamiel  
 \_\_\_ Engineering Living Learning Community  
 \_\_\_ I prefer a suite-style room  
 \_\_\_ I prefer a community bath area

## 4. Occupancy Type Preference

- \_\_\_ Double  
 \_\_\_ Single

## 5. Roommate/Suitemate Request OPTIONAL

If you would like to live with a specific roommate or suitemate(s), please print their information here. All requests must be mutual. We will make every effort to accommodate your request; however, we do not guarantee assignments.

- 1) \_\_\_\_\_ Student # \_\_\_\_\_ \_\_\_ Roommate \_\_\_ Suitemate
- 2) \_\_\_\_\_ Student # \_\_\_\_\_ \_\_\_ Roommate \_\_\_ Suitemate
- 3) \_\_\_\_\_ Student # \_\_\_\_\_ \_\_\_ Roommate \_\_\_ Suitemate

## 6. Roommate Matching

To help us with roommate compatibility please answer the following questions, even if you are requesting a single room or a specific roommate.

### A. Room Temperature preference:

- \_\_\_ Warmer  
 \_\_\_ Cooler  
 \_\_\_ Either

### B. Preferred Study Time:

- \_\_\_ AM  
 \_\_\_ PM  
 \_\_\_ Either

### C. Smoking Preference:

- \_\_\_ I do not smoke  
 \_\_\_ I smoke\*

\*If you are a smoker, you agree to smoke outside of the building only.

### For Office Use Only

Date Rec'd \_\_\_\_\_  
 ML/Recpt \_\_\_\_\_  
 CONF \_\_\_\_\_  
 COMP \_\_\_\_\_  
**Housing Assignment:**  
 DBL  SGL  
 \_\_\_\_\_  
 Hall  
**Dining:**  
 A  B  C

**7. Please answer the following**

**A.** Do you have a health problem or physical disability that will affect where you should be assigned within the residential areas, or that requires special consideration or accommodation?

No

Yes (If yes to this question, please comment below. If special accommodations are required due to a physical disability, attach a detailed explanation on a separate sheet of paper. Please supply a physician's statement if appropriate).

**B.** 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).

**C.** Use the space below to provide additional comments or information relevant to your request for campus housing.

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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.

Early application is encouraged. Building usage and assignment priorities will be established by Housing and Residential Life for each academic year.

All students will receive an initial assignment for double occupancy. Single room requests will be considered in early summer for the fall semester based on hall occupancy and demand for space.

If your single room request is awarded, it is with the understanding that (1) in most areas, rooms are furnished for double occupancy, no furniture can be removed from the room; (2) the room is not to be occupied by any person other than the assigned student; (3) single occupancy is more expensive than double occupancy.

If you have requested a specific roommate or suitemate, please be sure that his/her information is provided in full and that he/she applies at approximately the same time as you. Hall preference choices and smoking preference must match. Only mutual requests will be considered.

A \$200 prepayment of rent must accompany this application for housing. This prepayment shall be maintained without interest. Once all obligations under this agreement have been met, the prepayment may be used to secure housing for the following academic year or it may be applied toward rental charges for the spring semester. If agreement obligations are not met, the prepayment may be forfeited in whole or in part based on the schedule found in the Single Student Housing License Agreement.

If you are a first-time housing applicant, a \$15 application fee is also due. The application fee is nonrefundable. One check or money order may be submitted to cover both payments.

If you are a late move-in, a percentage of the pro-rated rent is due at the time of application. (Percentage based on University's payment schedule, as established through University Accounts Receivable.)

Our "Application Acceptance Policy" is as follows: The University reserves the right to refuse to give a housing assignment to any student. Examples 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.

The University reserves the right to cancel a request for housing services and/or terminate the Housing License Agreement if it becomes apparent that the Student misrepresented facts or did not fully disclose information on this application form or as otherwise requested by the University.

Your signature on this application constitutes an acceptance of the terms and conditions of the Housing License Agreement as stated on this form and in the Single Student Housing License Agreement.

**Student's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SINGLE STUDENT LICENSE AGREEMENT

**IMPORTANT NOTICE: SUBMISSION BY THE STUDENT AND ACCEPTANCE BY THE UNIVERSITY OF A SINGLE STUDENT HOUSING APPLICATION FORM EXECUTES THIS HOUSING 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 designee, 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.

# ANNUAL CAMPUS DINING SERVICES CONTRACT

Student Name \_\_\_\_\_ Date \_\_\_\_\_

Student # \_\_\_\_\_ E-mail address \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Year in school: \_\_\_Freshman \_\_\_Sophomore \_\_\_Junior \_\_\_Senior \_\_\_Graduate Student \_\_\_Spring Only Meal Plan

## Meal Plan Options

### Freshman Plans

(Freshmen students living on campus must choose one of these plans)

\_\_\_ Plan A – Unlimited plus 100 flex points - \$ 1,355

\_\_\_ Plan B – 225 entrances to Taos plus 150 flex points - \$ 1,355

\_\_\_ Plan C – 150 entrances to Taos plus 200 flex points - \$ 1,355

### Upper-Class and Commuter Plans

\_\_\_ Plan A – Unlimited plus 100 flex points - \$ 1,355

\_\_\_ Plan B – 225 entrances to Taos plus 150 flex points- \$ 1,355

\_\_\_ Plan C – 150 entrances to Taos plus 200 flex points- \$ 1,355

\_\_\_ Aggie Plan – 82 entrances to Taos plus \$100 flex points - \$683

\_\_\_ Pete's Plan – 50 entrances to Taos plus \$100 flex points - \$463

\_\_\_ Crimson Plan – 14 entrances to Taos plus \$175 flex points - \$276

"Flex points" function as dollars and can be used at any participating campus food vendor. One flex point is approximately equal to one dollar.

"Taos" refers to the campus dining facility located in Corbett Center Student Union. (Rates listed are for the 2008-2009 academic year. Rates are subject to change.)

## IMPORTANT CONTRACT TERMS

Please reserve for me the meal plan indicated above for the **entire academic year**. A one time \$15.00 application fee should accompany the first contract. Direct questions to: ID Services Office, PO Box 30004, MSC 3AUX, Las Cruces, NM 88003-8004 (505-646-4835 or 505-646-5302). Please refer to the terms and conditions for meal plan changes and cancellations.

I agree to all the terms and conditions regarding the purchase and use of a Campus Dining Plan.

Student Signature \_\_\_\_\_

For Office Use

Date Received \_\_\_\_\_ Date entered into System \_\_\_\_\_

Application Fee Waiver: \_\_\_\_\_ Application Fee Paid \_\_\_\_\_

How Paid: CASH \_\_\_\_\_ Check \_\_\_\_\_ Credit Card \_\_\_\_\_

Notes: \_\_\_\_\_

# Dining Services Agreement

**Agreement Term**—The term of this Dining Services Agreement is for the entire academic year, with meal allotments and flex points being issued on a semester by semester basis. This agreement provides meals during the fall and spring semesters of a regular academic year. As a general rule, meal plan service will begin with dinner on the date that the residence halls open and end with brunch on the last day of classes. Meal plan service will not be available during extended University holiday periods. Actual operational dates will vary according to individual locations and the academic calendar.

**Eligibility**—This agreement is mandatory for freshman students living in campus residence halls. Eligibility requirements established in the Single Student Housing License Agreement shall apply. Other students may participate as long as they are registered New Mexico State University students for the semester in question.

**Acceptance**—The student accepts the terms and conditions of this agreement upon submission of the Dining Services Application.

**Dining Program**— All freshmen who live on campus are required to have a Dining Plan as part of the room and board package. Details of each plan are listed on the front of this form.

Plan design is subject to change, with appropriate written notice provided to those students who have already submitted preference forms.

We will make every effort to accommodate your special dietary needs or other health considerations. It is important, however, that you contact us in advance of the first serving day to make these arrangements. Under certain circumstances, supporting documentation may be required to assist us in meeting your needs. If you have special considerations, please include these on a separate sheet of paper attached to your dining services agreement form.

Students may change to another allowable plan during the first two weeks of meal operation. Plan changes will not be accepted after the established deadline for either the fall or spring semester.

**Terms of Payment / Charges / Refunds**—A \$15 one time non-refundable application fee must accompany all dining service applications. Meal plan charges are due and payable at University Accounts Receivable in conjunction with other charges (i.e. tuition, fees, housing, etc.). Plan charges shall be assessed on a semester basis and are subject to all applicable University policies and procedures as established by University Accounts Receivable.

**Prior to the start** of meal service, students who cancel their request for single student housing are also canceling the dining service agreement for meal service, unless otherwise noted in the letter of cancellation.

**Agreement Termination by the Student**- Once meal service has started for a given semester, students wishing to terminate the Dining Services Agreement must petition the Manager of the ID Card Office, or his/her designate, for approval of agreement termination. Failure to participate in the Dining Program does not release the student from this contractual obligation. **All approved cancellations of the meal plan will be assessed a termination charge.** Please refer to the termination charge schedule for charges that you are liable for if your cancellation is approved.

Students who have the meal plan package may petition to terminate this agreement only for one of the following reasons:

**A. Non Attendance**

1. Graduation - approved upon verification of graduation.
2. Withdrawal from University – approved upon completion of withdrawal.

3. Transfer- Formally leaving the University to attend another institution, or if you are transferring to another NMSU branch campus other than Dona Ana Branch.
4. Non admittance to the University.

**B. Marriage**

Contract termination due to marriage will be approved no sooner than two weeks prior to the date of the marriage and only when verification of documents presented as proof of marriage has occurred.

**C. Financial Hardship**

You must provide documented evidence that there has been a significant, unexpected change in your financial situation, or that of any other(s) supporting you, from the time you entered into the agreement to present, and that this change renders you incapable of fulfilling the financial obligations associated with campus dining commitment.

**D. Medical Condition**

Substantiation of a medical condition with dietary requirements that cannot be met by the services of Campus Dining. Documentation from a medical doctor must be provided. A University dietician will rule on the ability of Campus Dining to meet the prescribed diet.

**E. Program or Academic Project**

Student must provide proof of participation in an approved program or academic project that provides and/or requires meals off campus for the semester.

**F. Freshmen cancellation/termination of Single Student Housing Agreement**

Student must provide proof of Housing License Agreement termination.

**G. Co-op/Academic Internship/Student Teaching**

Student must provide verification of program participation.

**The following Termination Charge Schedule applies for students who have been officially released from the dining services agreement:**

<u>Time</u>	<u>Charge</u>
Open day of meal service but prior to 5pm on the first day of classes:	\$10.00 a day
First Week from start of first day of classes	15% of meal plan
Second Week from start of first day of classes	25% of meal plan
Third /Fourth Week from start of first day of classes	50% of meal plan
Fifth/Sixth Week from start of first day of classes	75% of meal plan
Seventh Week from start of first day of classes	100% of meal plan

**Agreement Termination by the University**—Upon reasonable notice and for good cause, the University reserves the right to terminate this agreement for failure of the student to abide thereby. Examples of good cause include, but are not limited to, failure to abide by the terms of this agreement, a change in student status (including academic or disciplinary suspension), or failure to comply with the policies and regulations contained in the Campus Dining Services program brochure and/or official informational bulletins distributed by Campus Dining Services, which are hereby incorporated into this agreement. The University reserves the right to refuse to give a dining services plan for individuals who have poor payment history.

**The NMSU Student ID Card**—Membership eligibility and associated flex point balances are a feature of the New Mexico State University Identification Card. Students must present their ID card in order to gain entry into the dining area (Taos Restaurant) or to have meals at other locations. Cards and/or meals may not be transferred to other individuals. Lost cards are to be reported to the ID Card Office, located in the Corbett Center Student Union, as soon as possible. There is a fee charged for the replacement of a lost or stolen card.

**Important Notice:** Submission and acceptance of a Dining Services Application Form executes this agreement and implies acceptance on the part of the student of all terms and conditions stated herein.