

Does any member of this household have a health condition that requires consideration during the assignment process? Yes No

If yes please explain _____

Have you previously lived in campus housing at New Mexico State University? Yes No

If yes, what was your address? _____ and year? _____

Has any member of this household ever been convicted of a felony? Yes No

IMPORTANT INFORMATION ABOUT THE GRADUATE COMMUNITY APPLICATION AND ASSIGNMENT PROCESS

1. Early application is encouraged.
2. The "Anticipated Move in Day" is the semester of initial occupancy*-. Only select one semester at a time. Once you have submitted your application, changing to a different semester is permitted only one time. A new priority date will be established based on the date of contact requesting the change. Subsequent changes will require a new application and another application fee.
3. If we offer a unit to you for a given semester and the assignment is rejected, your application will be cancelled. You must then reapply and pay the application fee if you're interested in being considered for another term.
4. If a check-in is scheduled and you cancel the appointment or if you fail to show up for your scheduled appointment, your application will be cancelled. You must petition for permission to reapply. (If approved you will be required to complete a new application and pay the application fee again.)
5. It is imperative that you keep contact information current during the time you are active on the assignment list. If we are unable to contact you because your contact information is invalid, your application will be cancelled.
6. Time is of the essence when we begin making assignments. Therefore, we ask that you respond to messages by the end of the next working day. Additionally we will make only four different attempts to contact you. If you do not respond to a message within a specified period of time, or if we are unable to reach you after four attempts, your application will be cancelled and we will move on to the next person on the list. We encourage you to keep in close contact with our office beginning two months prior to the start of the semester you've applied for.
7. 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. 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".

Your signature on this application constitutes an acceptance of the terms and conditions of the housing agreement as stated on this application form and in the Graduate Community License Agreement.

Signature: _____ Date _____

(Revised 9-16-05)

FOR OFFICE USE ONLY

GRADUATE COMMUNITY LICENSE AGREEMENT

revision 3/06

This License Agreement has two major purposes: 1) to serve as a source of information for the Student who resides in the Graduate Community and 2) to act as a binding agreement between the Student and the University.

AGREEMENT

The undersigned, who agrees to be a registered student in a graduate program hereinafter called the "Student," as well as all adults (persons 18 years of age or older) who reside in the dwelling unit, and the Board of Regents of New Mexico State University, hereinafter called the "University," hereby enter into this Graduate Community License Agreement upon the following terms and conditions.

DEFINITION OF TERMS

Occupant: For the purpose of this License Agreement, occupant(s) refer to the registered Student and all other persons residing in the dwelling unit.

Occupancy/Term: Occupancy occurs when the Student receives a unit assignment, appears at the unit, and is issued a key to the unit. Actual physical occupancy of the unit by the Student and/or placement of possessions within the unit is not necessary to constitute occupancy. Occupancy shall be month-to-month, unless otherwise specified on the application form.

Termination: Termination occurs at the end of occupancy or when the License Agreement relationship between the Student and the University is discontinued. Termination is possible after occupancy when approved by the University at the Student's request, whereby the Student must give 30 days written notice, or when initiated by the University for disciplinary reasons or for failure to maintain eligibility. Termination may occur by breach of the License Agreement by the Student or by those residing in the dwelling unit.

Eviction: Upon University initiated termination of the License Agreement, the Student is required to vacate the assigned unit. If the Student, and/or others residing in the dwelling unit do not vacate the assigned unit, the University may take any action it deems appropriate including restricted access to the unit, a lock change, removal of all personal property, and/or applying to the appropriate court for eviction or restitution of the property.

Policies/Regulations: For the purposes of this License 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 Handbook for Students (which includes the Code of Conduct), the Schedule of Classes, the Student Family Housing 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 and all individuals residing in the assigned unit shall comply completely and fully, and be bound by these Policies/Regulations. Notification procedures for Policies/Regulation changes may be found in the Student Family Housing Handbook. The Student and all adult members of the household have the obligation to be fully aware of Policies/Regulations that affect this License Agreement relationship. Policies/Regulations found in publications that are available for distribution may be obtained annually, one per unit. All Policies/Regulations cited above are available for review at the Student Family Housing Office and/or the Housing and Residential Life Office.

Graduate Community Housing: For the purpose of this License Agreement, the following areas are defined as Graduate Community Housing: Buildings W and X of Vista del Monte. The Graduate Community is not an open, public forum. As such, no distribution of materials, nor any sales, solicitation or advertising shall occur unless

prior, written authorization is obtained from the Director of Housing and Residential Life, or his/her designate.

ELIGIBILITY FOR GRADUATE COMMUNITY

Eligibility for Graduate Community is a privilege granted by the Board of Regents to registered students who meet the qualifications stipulated for occupancy.

To qualify for the Graduate Community, there must be a registered graduate student in the apartment unit. Graduate Student units include married couples without children, domestic partners, or same of differently gendered friends or family members.

- a) The Student to whom the unit is assigned agrees to be continuously enrolled at either the undergraduate or graduate level during the fall and spring semesters. Enrollment may be at the main campus or the Dona Ana Branch, or some combination thereof. Students not enrolled for course work are not eligible for Graduate Community, unless a special waiver has been obtained from the Director of Housing and Residential Life or a designate of that office.
- b) If the Student to whom the unit is assigned wishes not to register for a given term, the unit may be assigned to a family member (where applicable) as long as that individual meets all of the eligibility requirements and the originally assigned Student's rental account is current.
- c) Resident students enrolled during the regular academic year (fall and spring) are not required to enroll during summer session in order to continue occupying the unit providing they have otherwise maintained eligibility for Graduate Community. However, students who wish to take initial occupancy during the summer months must register for at least one course during the summer session concurrent with their occupancy.
- d) A Co-op student on Work Phase may continue to live in The Graduate Community providing that eligibility to enroll and to live in those units is maintained and providing that the Co-op fee has been paid.
- e) 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, qualifying criteria, or other special circumstances which may affect eligibility for occupancy.

PERMIT FOR USE

The University grants a permit to the Student to reside in a Graduate Community unit at the University during the term of this License Agreement. The University does not guarantee assignment to specific areas, types of units, or individual unit addresses.

DAMAGE DEPOSIT

The Student shall be required to submit a \$200 damage deposit with the signed Graduate Community License Agreement at the time of check-in. The deposit shall be applied to cleaning, repair and replacement costs, if applicable, upon termination of occupancy. The deposit, minus any charges, shall be refunded through University Accounts Receivable within 30-days of the check-out, provided that all financial obligations to the University are fulfilled. Should the deposit not be sufficient to cover cleaning, repairs or replacement costs, the balance due shall be billed to the student's University account.

RATES

- a) The Graduate Community rental rate includes only occupancy by the Student and other approved persons residing in the dwelling unit, as well as garbage disposal, water, electricity, natural gas, TV cable, data connectivity, local phone service and general maintenance (as outlined elsewhere). No other University services or fees are included in this rate.

b) All rates are subject to change. Assigned applicants who have not yet occupied and current residents shall be notified, in writing, at least 30 days in advance of any rate changes.

TERMS OF PAYMENT / REFUNDS / LATE PAYMENT CHARGE / EVICTION

a) Rental Period/Rental Payment - The rental period for each dwelling unit shall be by the calendar month (unless otherwise specified on the application form) beginning the first day of each month or the first day of occupancy in those cases where the tenant occupies after the first day of the month

1) Initial rent is payable in advance at the University Cashier in the Educational Services Center and shall be paid at the time of check-in.

2) Monthly rent is payable at the University Cashier on or before the first day of each succeeding month (due date).

3) Refunds shall be on a daily basis beginning with the date of check-out (assuming that appropriate notice was given).

b) Delinquent Payments - The Student's account becomes delinquent when not paid in full by the 15th of each month. A late payment fee of 5% of the monthly rent amount shall be assessed on all accounts that become delinquent. The Housing and Residential Life Office shall notify the Student that his/her account has been placed in a delinquent status and that he/she has been charged a late payment fee.

A Student who demonstrates frequent delinquency in payments (i.e., there is a documented pattern of delinquency whereby the account is delinquent the majority of the time) may be denied, at the discretion of the Director of Housing and Residential Life or his/her designate, the privilege or eligibility to remain in The Graduate Community.

c) Nonpayment of Rent - If rent is not paid as required, the Student may, at the sole discretion of the University, be issued a "Notice to Vacate." If this notice is unheeded by the Student, the Housing and Residential Life Office may begin eviction proceedings within three (3) days. Costs of such action shall be charged to the Student. The Student agrees to heed the directives of the "Notice to Vacate" upon proper delivery of same to the unit.

d) Other Payments - The Student agrees to pay the University for any damage incurred to the premises during this occupancy and for all expenses incurred by the University in restoring the dwelling and equipment to clean and good condition, save reasonable wear and tear, and damage by the elements, at the termination of occupancy.

e) License Agreement Obligations - Until all sums due and owing under this License Agreement are fully paid, the Student may not register for future course work in the University or its branch campus, or receive transcripts, diplomas, or degrees.

f) If the Student shall default in complying with any provision herein, the University may, at its election, terminate this License 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 License Agreement and/or damages.

g) The Student agrees to pay all reasonable costs, attorney's fees, and expenses incurred by the University in enforcing this License Agreement.

OCCUPANT RESPONSIBILITIES

a) Check-in Procedure - The Student and other authorized adult members of the household may move into the assigned unit on the date specified. The Department of Housing and Residential Life will issue two keys to the unit. The unit will then be inspected and the Student will be asked to sign an inventory form. Repairs needed, damages, missing items, and the condition of the unit are to be recorded by the Housing and Residential Life staff member and should be confirmed by the Student before the inventory form is signed. Signature on the inventory form by the Student establishes the Students' acceptance of the condition of the unit and its contents and establishes same for the termination of occupancy.

b) Occupancy - The Graduate Community shall be used as a home by the Student and other authorized adult members of the household only. The Director of Housing and Residential Life or his/her designate must pre approve regular occupancy by other persons in writing. These occupants shall be expected to follow the same Policies/Regulations that have been established for all residents. No commercial activity of any sort shall occur in the unit. (initial:_____)

c) Assist in Maintenance - The University and the Occupants shall cooperate in the care of the dwelling and grounds. The Occupants are

responsible for exercising reasonable care in keeping University property in good condition. The Occupants shall be expected to notify the Department of Housing and Residential Life, in a timely manner, of damage or needed repairs via the established work order procedure.

1) The Occupants agree to maintain the University's property in good condition. If, through the negligence of the Occupants, the property is damaged (e.g., fire), the student will be held responsible for the cost of repairs associated with such damage.

2) The Student specifically agrees to be liable for damages or other loss incurred to the unit and equipment that is not the result of ordinary wear and tear.

3) Alterations by Occupants - The Student must obtain written consent from the Director of Housing and Residential Life or his/her designate before making alterations, additions, or repairs to the dwelling, its equipment or grounds. (Initial:_____)

4) Subleasing - The Student shall be permitted to sublease the unit only during the summer sessions and only then if the following conditions are met:

a) The sublessee meets the eligibility requirements as set forth elsewhere herein.

b) A sublease agreement is filed with the Housing and Residential Life Office and approved by the Director of Housing and Residential Life or his/her designate prior to the date the sublease agreement takes effect.

c) Violation of the subleasing policy may, at the sole discretion of the University, result in the eviction of both the sublessee and the sublessor.

d) Amendment of License Agreement - The Student agrees that the University may amend the terms and conditions of this License Agreement. The Student's continued occupancy, after notification of the new terms and conditions shall constitute agreement by all Occupants to such new terms and conditions.

e) Other Policies/Regulations - The Occupants shall comply with all University Policies/Regulations whether or not they are specifically mentioned in this License Agreement. Occupants shall require all guests to comply with all Policies/Regulations as well.

GENERAL UNIVERSITY POLICIES

a) The University shall assume no responsibility for the theft, destruction or loss of money, valuables or other personal property belonging to, or in the custody of, the Occupants for any cause whatsoever, other than as provided in the Search and Entry Policy, whether such losses occur in the dwelling units, public areas, or elsewhere in the housing complex. The Student is encouraged to carry personal property insurance (i.e., renter's insurance). (Initial:_____) The Student agrees to save and hold harmless the University for all injuries of whatsoever kind or nature occurring on the premises assigned to him/her.

b) Search and Entry - The Student specifically agrees to be bound by the search and entry procedures of the University as they now exist or as they may be hereafter amended during the term of this License Agreement by action of the University. The University's Search and Entry Policy can be found in the current "Handbook for Students."

c) The University reserves the right:

1) to refuse to give a housing assignment to any student family. 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;

2) to move residents from one unit to another for best utilization of the facilities at the discretion of the Director of Housing and Residential Life or his/her designate;

3) to cancel an assignment in the interest of order, health, safety or discipline by giving written notice immediately following awareness of the situation by the Department of Housing and Residential Life.

d) The failure or refusal of the University to insist on strict performance of this License Agreement, including permitting a default by the Student to occur, shall not preclude the University from enforcement of its right under this License Agreement.

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

a) The University may, without cause, terminate this License Agreement by giving not less than 30 days written notice. Thirty-day notice shall commence upon personal service of the notice to an Occupant, or the date of mailing of same, addressed to the Student or Occupant by certified mail, postage prepaid.

b) Should this License Agreement be terminated due to the Student's failure to meet/maintain the eligibility requirements set forth elsewhere herein, the Occupants agree to vacate the unit within seven (7) calendar days unless permission to remain longer has been obtained, in writing, from the Director of Housing and Residential Life, or his/her designate.

c) Immediate termination of the License 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 unit immediately under the supervision of the Director of Housing and Residential Life, a designee or by campus police. Termination carries a financial penalty, which includes lock change, removal of all personal property, restoration of the unit to check-in condition, and/or legal fees.

d) Termination with cause, for reasons listed herein other than nonpayment of rent, 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 an Occupant.

The University may terminate this License Agreement and require the Occupants to leave The Graduate Community and/or take appropriate disciplinary action, as defined by the policies of the University, when cause exists. The following is a non-exclusive list of cause for License Agreement termination.

- 1) Use and/or possession of alcoholic beverages not in accordance with State law and/or University policy.
- 2) Use, possession and/or sale of narcotics and/or dangerous/unlawful drugs other than drugs and/or narcotics prescribed to the Occupants by a licensed physician.
- 3) Entry, without permission, into any University facility or Housing unit.
- 4) Disorderly, vicious, and/or unlawful activity or conduct that affects the rightful peace, tranquility, and/or safety of residents in the immediate neighborhood in or near The Graduate Community.
- 5) Possession or harboring of animals, reptiles, or birds, not approved by or registered w/ the Housing Department, with the exception of fish (in tanks of 10 gallons or less). Visitors in the Graduate Community shall not be granted an exception to this regulation. (Initial:_____)
- 6) Providing accommodations for any boarders or other unauthorized person without first securing written permission from the Director of Housing and Residential Life or his/her designate. (Initial:_____)
- 7) Misuse, abuse, theft or destruction of University property, including University-issued keys to the dwelling unit.
- 8) Sales, solicitation or advertising unless authorized by the Director of Housing and Residential Life or his/her designate.
- 9) Possession of motor vehicles (e.g. motor bikes, automobiles) or towable units (e.g. trailer, boats) which are abandoned, unmaintained, unsightly, and/or inoperable for more than three (3) days; (as an alternative to License Agreement termination, said motor vehicles may be towed at the owner's expense.)
- 10) Exterior storage of any personal property or other items not in compliance with Housing and Residential Life policies. This shall

include appliances, furniture, wood structures (e.g., playhouses), storage sheds, or any equipment or materials which Housing and Residential Life officials deem unsightly, dangerous or otherwise undesirable.

11) The use by Occupants of campus housing facilities for commercial purposes, or in association with commercial vendors, without first securing written permission from the Director of Housing and Residential Life, or his/her designate.

12) Possession of firearms, fireworks, dangerous weapons, hunting arrows, or potentially injurious war souvenirs.

13) Failure to comply with Policies/Regulations as defined elsewhere herein and/or any term or condition of this License Agreement.

14) Where it is deemed to be in the best interest of the University and/or the Occupants.

15) If the Occupants do not accept the new terms and conditions of the License Agreement as imposed under "Occupant Responsibilities."

16) If the Student's enrollment is officially terminated through withdrawal from the University, academic dismissal, disciplinary suspension or expulsion, graduation, failure to re-enroll for a semester, or failure to be fully admitted.

17) It becomes apparent that the Student misrepresented facts during the application, assignment, and/or check-in processes.

18) The Student does not meet the eligibility requirements stated herein.

19) The Student fails to pay rent or other charges when due.

20) The Student fails to take possession of the assigned unit within 24 hours after the check-in date.

21) There is an unusual occurrence affecting the health or safety of the Student or others.

22) The prolonged presence of the Student appears to be detrimental to the establishment of a productive, educational environment and/or is inhibiting the Department of Housing and Residential Life from offering campus housing to those individuals whose primary reason for being at NMSU is to complete a degree program on a full-time basis.

TERMINATION OF LICENSE AGREEMENT AND/OR OCCUPANCY BY THE STUDENT

a) The Student may terminate this License Agreement by giving 30 days written notice of termination via established procedures to the Housing and Residential Life Office. Upon filing of the notice, the Student will acquire an appointment for final check-out.

1) On the date of check-out, the Occupants and all personal property shall be removed from the unit. The dwelling and equipment shall be clean and in good condition, allowing for reasonable wear and tear and damage by the elements.

2) If the Occupants leave personal property in the dwelling or in the area after termination of occupancy by notice or otherwise, Occupants consent that such property shall be considered abandoned and disposed of.

3) Rent for the final period of occupancy shall extend at least 30 days past the date the "Notice of Intent to Vacate" is received in the Housing and Residential Life Office. In no event shall this be less than the period of actual occupancy. The Student understands that this rental charge may extend past the actual date of check-out and agrees to pay such rental charges. (Initial:_____)

THE DELIVERY OF THIS LICENSE AGREEMENT BY THE UNIVERSITY'S DEPARTMENT OF HOUSING AND RESIDENTIAL LIFE TO THE STUDENT NAMED CONSTITUTES AN OFFER OF HOUSING ACCOMMODATIONS. THE EXECUTION OF THIS FORM BY THE STUDENT AND ALL ADULT MEMBERS OF THE HOUSEHOLD CONSTITUTES ACCEPTANCE THEREOF.

This License Agreement for occupancy in The Graduate Community at New Mexico State University is executed this _____ day of _____, 20_____.

Student Name: _____ SSN: _____

Unit Address _____ Las Cruces, NM 88001

Current Monthly Rent: \$ _____ (due the 1st of each month) Damage Deposit: **\$200.00** Move in rental Pro-ration: \$ _____ Receipt No _____
Receipt No _____

Signed by: Student license holder _____

The above has been approved and accepted on behalf of the Director of Housing and Residential Life by (Staff Member's Initials)_____