



Will you be bringing a pet? (pet policy to follow) Yes No

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 SFH APPLICATION AND ASSIGNMENT PROCESS

1. Early application is encouraged. There is a waiting list for SFH.
2. The "Initial Occupancy Preference" is the semester's assignment you will be placed on. 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. Our primary means of communication with assignment list applicants is via telephone. Thus, it is imperative that you keep telephone 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. 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 Student Family Housing Contract.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

(Revised 9-16-05)

**FOR OFFICE USE ONLY**

# STUDENT FAMILY HOUSING LICENSE AGREEMENT

revision 5/05

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

## AGREEMENT

The undersigned, who agrees to be a registered student, 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 Student Family Housing 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 family. All Policies/Regulations cited above are available for review at the Student Family Housing Office and/or the Housing and Residential Life Office.

**Student Family Housing:** For the purpose of this License Agreement, the following areas are defined as Student Family Housing: Cervantes Village, Cole Village, Sutherland Village and Tom Fort Village. Student Family Housing 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 STUDENT FAMILY HOUSING

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

To qualify for Student Family Housing, there must be a registered student in the household as part of a family unit. Family units include married couples, married couples with children, single parents with dependent children, domestic partners, domestic partners with child(ren). Consideration is also given to non-traditional family units such as adult siblings living together without parents, and/or the presence of extended family members. There may also be one other unrelated adult in the household, with a limit of three (3) adults in any one household. (Adult is defined as any person age 18 or older.)

On a space available basis, Family Housing units may be offered to single students who desire to live alone. When this option is available, the Student agrees to abide by the terms and conditions of this Family Housing License Agreement. (Initial by single student when applicable: \_\_\_\_\_)

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 Student Family Housing, 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 Student Family Housing. 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 Student Family Housing providing that eligibility to enroll and to live in those units is maintained and providing that the Co-op fee has been paid.

e) Parents must have legal custody of their dependent child(ren). Said custody shall meet the definition of "primary physical custody." The University reserves the right to require the presence of the dependents at the time of check-in. If dependents are 18 years of age or older, their presence shall be required at the time of check-in in order to sign the Housing License Agreement. During the term of occupancy, should any dependent attain the age of 18, it shall be the responsibility of the Student to ensure that said dependent appears to sign the Housing License Agreement within 30 days of the dependent's birthday. If additional dependents are added to the household (i.e., birth or adoption of a child), it shall be the Student's responsibility to notify the Housing Office within 30-days of the occurrence. Once occupancy has occurred, should it become necessary for a dependent(s) to leave for an extended period of time (more than two weeks, excluding University holidays), and no other dependent(s) will continue to reside in the household, the Student must first obtain written authorization to continue his/her residency in Student Family Housing from the Director of Housing and Residential Life, or his/her designate.

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 Student Family Housing 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 Student Family Housing Unit 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. There is also a \$100.00 pet deposit if approved to have a pet. The Student understands and agrees that no interest shall accrue on the deposits and the student waives such interest.

## RATES

a) The Student Family Housing rental rate includes only occupancy by the Student and his/her legal dependents and/or other approved persons residing in the dwelling unit, as well as garbage disposal, water, electricity, natural gas, TV cable, data connectivity, local phone service (effective Fall '05) 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 15<sup>th</sup> 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 Student Family Housing.

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.

1) 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.

2) 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, his/her dependents 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 backyard 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 - Student Family Housing shall be used as a home by the Student, the Student's legal dependents, 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 be responsible for the care and maintenance of the grounds, except for the mowing of the front yard.

2) 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.

3) 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.

d) 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, (such as additional fencing, temporary carpents), or repairs to the dwelling, its equipment or grounds. (Initial:\_\_\_\_\_)

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

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

2) 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.

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

f) 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.

g) 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:\_\_\_\_\_)

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 Student Family Housing 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 Student Family Housing.

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 50 gallons or less). Visitors in Student Family Housing 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 and/or the Student's dependents 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.

b) 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 Student Family Housing 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 1<sup>st</sup> of each month) Damage Deposit: **\$200.00** Move in rental Pro-ration: \$ \_\_\_\_\_ Receipt No \_\_\_\_\_  
Pet Deposit: **\$100.00** Receipt No \_\_\_\_\_

Signed by: \_\_\_\_\_  
Student \_\_\_\_\_ Spouse/Partner \_\_\_\_\_

Signed by: \_\_\_\_\_  
1) \_\_\_\_\_ relationship: \_\_\_\_\_ 2) \_\_\_\_\_ relationship: \_\_\_\_\_

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

# New Mexico State University Student Family Housing Pet Policy

Updated 11.10.2005

## INTRODUCTION

Research indicates that owning a pet can have measurable health benefits. Studies conducted in nursing homes and among the general public have shown that pet owners often have lower stress levels than non-pet owners. Pets encourage consistent exercise, improved quality of life, and help in bringing families and communities together. These are some of the reasons New Mexico State University allows pets in Student Family Housing with reasonable restrictions. The following is New Mexico State University's policies and procedures for ownership of pets in Student Family Housing. It also establishes the rules governing the keeping of common household pets in university housing.

The on-campus Pet Policy document outlines the general rights and responsibilities of prospective and current pet owners residing in the Family Housing communities. This document is not designed to provide an exhaustive coverage of pet-related topics that may surface throughout the course of the year. As always, we ask that our community members approach situations that arise with common sense and courtesy with community safety in mind. It is important to remember that **the Pet Policy is a work in progress that may be altered at anytime**. If any changes are to be made, you will be notified in writing.

We encourage any and all comments, questions, and concerns from our residents. Please call us at 646-5393 or email us at [sfh@nmsu.edu](mailto:sfh@nmsu.edu) and provide your input so that we may better serve you, our residents.

**NOTE:** The Pet Policy is designed to ensure a pleasant, safe, and sanitary environment for all tenants, and to protect and preserve the physical condition of the property. This policy is in accordance with the Student Family Housing license contract. It is imperative to note that written approval, issued by the Department of Housing & Residential Life, is necessary to house pets of any kind, except fish in an aquarium, on the premises. Violation of this policy may constitute grounds for license violation, removal of the pet, and/or termination of the resident pet owner's contract.

## PET POLICY OVERVIEW

1. Restrictions & Procedures
2. Pet Policy Exceptions
3. Refusal of Pet Ownership Request
4. Pet Ownership Responsibilities
5. Enforcement of Policy Violations
6. Pet Policy Board
7. Las Cruces City Ordinances

### 1. Restrictions & Procedures

#### 1.1. **Pet Restrictions**

Student families are restricted from keeping a pet unless specifically approved in writing by the Department of Housing & Residential Life and in accordance with the NMSU Housing & Residential Life Pet Policy. In addition, the resident must follow the procedures, rules, and regulations stated below:

#### 1.2. **Procedures**

The procedures for a family to obtain approval for keeping a pet is as follows:

- Sign and submit a Housing and Residential Life Pet Ownership Agreement and an addendum to the Family Housing license agreement.
- Submit proof of license, an inoculation record, a photograph of the pet(s) and the primary tenant, and written proof that the pet has been spayed/ neutered where applicable. Except for the last point, this information must be resubmitted annually for the pet(s) to be re-approved each year.
- Submit \$100 Pet Deposit per household. The Pet Deposit may be rolled over from one academic year to the next with prior arrangements with the Central Housing Office.

#### 1.3. **Ownership Limitations**

The number of pets in a housing unit shall not to exceed a total of three (3) pets

##### 1.3.1. Limitations for Sutherland Village, Tom Fort, and Cole Village:

Ownership is allowed in any of the following combinations:

- One (1) dog with maximum of two (2) of the following pets: cat, guinea pigs, hamsters, gerbils, caged birds, turtles, and fish tanks; or
- Up to two cats with a up to two (2) of the following pets (with a maximum of three total): guinea pigs, hamsters, gerbils, caged birds, turtles, and fish tanks; or
- Any combination of three (3) of the following pets: guinea pigs, hamsters, gerbils, caged birds, turtles, and fish tanks.

### 1.3.2. Limitations for Cervantes Village:

#### 1.3.2.1. Dogs

- 1.3.2.1.1. Dogs are not allowed in Cervantes. Review of this policy will be conducted during the Summer of 2006.
- 1.3.2.1.2. Dogs currently residing in C/D complex and registered before November 1<sup>st</sup>, 2005 may continue to stay on campus.
- 1.3.2.1.3. Dogs will not be allowed in Cervantes E-Complex, having been designated as a dog-free area, even after Summer 2006.

#### 1.3.2.2. Pet ownership is allowed in any of the following combinations:

- Up to two cats with a up to two (2) of the following pets (with a maximum of three total): guinea pigs, hamsters, gerbils, caged birds, turtles, and fish tanks; or
- Any combination of three (3) of the following pets: guinea pigs, hamsters, gerbils, caged birds, turtles, and fish tanks.

### 1.4. Animals Allowed & Conditions for Allowance

The following animal types and conditions are consistent with applicable State and Local law. **NOTE:** Please see Section 1.3 for the maximum allowable combinations of pets.

#### 1.4.1. Dogs

- Maximum number: 1
- Maximum weight: 30lbs when fully grown (exceptions may be requested, see section A-3)
- Must be a university-approved breed. (Chow, Pit Bull, Rottweiler, Doberman pincher, German Shepard, Dogo Argentino, Fila Brasileiro, Japanese Taso, Great Danes, and Mastiffs not approved)
- Must be spayed or neutered by six months of age (documentation required)
- Must have current anti-rabies vaccination (documentation required)
- Must be licensed annually as specified by the Las Cruces City ordinance (see section 7)
- Must be housebroken
- Must have current and clear photo on record.

#### 1.4.2. Cats

- Maximum number: 1
- Must be spayed or neutered by six months of age (documentation required)
- Must have current anti-rabies vaccination (documentation required)
- Must be licensed as specified by the Las Cruces City ordinance (see section 7)
- Must be trained to use litter box or other waste receptacle
- Must have current and clear photo on record.

#### 1.4.3. Birds

- Maximum number: 3
- Must be enclosed in cage at all times

#### 1.4.4. Fish

- Maximum number of aquariums: 3
- Maximum aquarium size: 50 gallons
- Must be maintained on an approved stand.

#### 1.4.5. Rodents (Guinea Pigs, Hamsters, or Gerbils ONLY)

- Maximum number: 3
- Must be enclosed in acceptable cages at all times

#### 1.4.6. Turtles (NO OTHER reptiles will be allowed)

- Maximum number: 3
- Must be enclosed in acceptable cages at all times

#### 1.4.7. Other pets not otherwise listed:

**Any animal not listed is prohibited on university family housing properties!**

## 2. Pet Policy Exceptions

Residents may request exceptions to the current pet policy in terms of the weight requirements, combination, etc. The request must be made in writing to the Pet Policy Board (See Section 6). It is imperative that the pet in question not reside on campus property until the request has been approved in writing. The resident will be asked to bring the pet in for the community council to see the pet. In order for such a request to be approved, the resident must provide documentation that would definitely prove that the exception requested would not pose an additional burden on the community. The burden of proof is on the resident requesting the exception

**NOTE: THERE WILL BE NO EXCEPTION WAIVERS FOR BREEDS THAT ARE NOT APPROVED TO RESIDE IN FAMILY HOUSING**

## 3. Refusal of Pet Ownership Request

If Housing and Residential Life denies a pet ownership request, a written notification will be sent to the pet owner stating the

reason for denial. Housing and Residential Life will refuse a request if:

- The pet is not a common household pet as defined by this policy
- The pet owner fails to provide complete pet request information, or fails to update the information annually;
- New Mexico State University Housing determines the pet is not in compliance with the pet policy and/or other license obligations. **NOTE:** The pet's temperament and behavior will be considered as a factor in determining the pet owner's ability to comply with the provisions of the license as documented throughout Section B of the Pet Policy. The Department of Housing & Residential Life reserves the right to revoke permission or refuse permission if the pet's behavior is deemed to be aggressive, potentially harmful and/ or otherwise deemed to be incompatible with community living. See Section 3 for specific details in cases where a pet request may be initially approved and later revoked.

#### 4. Pet Ownership Responsibilities

##### 4.1. **Required Documentation:**

Any resident wishing to keep a pet in Student Family Housing must provide the following information with the Housing and Residential Life Pet Ownership Agreement:

- Written proof signed by a licensed veterinarian or state/local authority that the common household pet has received all current vaccinations by state/local law, the pet is in good health (no communicable diseases), and is pest-free.
- Written proof that dogs and cats have been spayed or neutered before six months of age. If the animal is not yet six months of age the written proof must be submitted no later than the month the animal will six months old.
- Written proof the animal is licensed according to Las Cruces City ordinance.
- A current and clear photograph of the pet.

If approved, the pet must be re-approved annually. The student must resubmit all the required documents annually. If required documents are not submitted, the registration is void and the student is in violation of their license.

##### 4.2. **Pet Deposits, Fees, and Other Costs**

###### 4.2.1. Pet Deposits:

A \$100.00 deposit per household is required for all approved pets. This deposit is to be paid before the animal is brought into the residence, and may be partially refundable. The portion of the deposit which is left after fumigation cost as well as any costs to repair damages caused by the pet will be returned to the resident through Student Accounts Receivable Office within 30 days of the check out, provided that all financial obligations to the university are fulfilled. Should cleaning, repairs or replacement costs exceed the deposit associated with the animal, the balance due will be applied to the student's university account.

###### 4.2.2. Pet Fee:

An application fee of \$20.00 per pet will be due at the time of registration and will be required every year as a fee when pet records are updated. This fee will be used run and maintain the Family Pet Policy or other Family Housing Community needs.

###### 4.2.3. Other Costs:

The resident is responsible for all reasonable expenses directly related to the presence of the animal on the premises, including the cost of damages and repairs of the unit.

##### 4.3. **Alterations to the Unit**

If any alterations are necessary to properly enclose the common household pet within the residential property, the resident must submit a request to the South Campus Coordinator for Residential Communities. This request is to include a letter, addressed to the Coordinator of Residential Communities, stating why the alterations are necessary, exactly what alterations will be made, and how these alterations will not permanently damage the residential property.

The resident will be responsible for all alterations that may be necessary to securely contain their household pet. **These alterations must be only temporary and the unit is to be restored to its original condition before the residents vacates the premises. Installation of pet doors is prohibited.** The resident is responsible for any damages to the unit as a result of their alterations. If the university finds any additional costs, which are associated with the alterations, the university will charge these costs to the student's university account.

<b>NOTE:</b> No alterations are to be made without prior consent of the South Campus Housing and Residential Life Office.
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##### 4.4. **Pet Owner Identification**

###### 4.4.1. Unexpected Maintenance Occurrence:

A resident who has been approved to keep a common household pet must clearly display the Approved Pet Owner window sticker in a window facing the main entrance area. This will allow university staff members who may enter the unit to be aware of the animal's presence.

###### 4.4.2. University Staff Entrance with Notification:

When the resident is aware that university staff must enter the unit, dogs and cats must be in a kennel or on a securely attached leash, under control of a responsible person. Other types of pets must be properly caged. When a work order is placed, please tell the staff you have a pet so that it can be noted on the work order.

##### 4.5. **Pet Identification**

It is unacceptable for unidentifiable animals to roam freely around the family housing area. All stray or otherwise free roaming animals will be collected by animal control or by Housing staff. To aid in providing information about the owner of the pet, it is important that staff be able to identify the owner for the pet.

- All dogs and cats are required to have a metal Pet ID Tag with the following identifying information: the pet owner's last name and the pet owner's housing unit number.
- Housing will provide all properly registered dogs and cats with a Pet ID Tag with the required information engraved on the tag.
- Dog and cat owners may provide their own Pet ID Tag so long as it contains the required information.

#### 4.6. Pet Free Areas & Restrictions

##### 4.6.1. Pet Free Areas

Pet ownership is limited only to those units that have been approved. For common courtesy, Pet Free areas have been established. Absolutely no pets are to be occupying Pet Free areas at any time. If a family wishes to keep a common household pet, and they are living in a Pet Free area they must move to a unit, located in an approved area.

##### 4.6.2. Pet Area Restrictions

- Pets must be maintained within the resident's rental property. When pets are outside the property (anywhere in the family housing area or on New Mexico State campus) dogs and cats must be either kept on a leash or carried. At all times they must be under control of the resident or other responsible individuals.
- Pets are not permitted in common areas on campus (for example Corbett Center or any University Libraries). This also includes but is not limited to Student Family Housing lobbies, community rooms, the Aggie Express Store, and laundry rooms.

#### 4.7. Pet Waste Removal

Pet owners who fail to remove pet waste will be charged for labor which includes, but is not limited to, travel to and from the unit, cleanup and disposal of waste. Continued disregard for the pet waste removal requirements is a violation of the pet policy, which could lead to revoking of the pet approval, removal of the pet, and termination of tenancy.

##### 4.7.1. Litter Box Requirements

- All animal waste or the litter from the litter boxes shall be picked up/emptied by the owner, disposed of in heavy sealed plastic trash bags, and placed in an outside trash bin immediately.
- Litter is not to be flushed down the toilet
- Litter boxes shall be stored inside the residents' dwelling unit.

##### 4.7.2. Removal of Waste Outside the Unit

- The pet owner is responsible for the removal of waste by placing it in a heavy sealed plastic bag and disposing of it in an outside trash bin immediately.
- The resident shall take adequate precautions to eliminate any animal or pet odors within or around the unit and to maintain the unit in a sanitary condition at all times. This may require picking up pet waste more than once a week.
- All common household pets are to be fed inside the unit. Feeding is not allowed on outside porches, sidewalks, or yards.

#### 4.8. Pet Supervision

##### 4.8.1. Proper Supervision

An adult (18 years or older) must supervise any pet outside the resident's housing unit to ensure the safety of the pet and other community members.

##### 4.8.2. Supervision While Leashed

A pet may be leashed outside of the resident's housing unit provided the animal is under proper supervision. Due to safety concerns for the pet, children, and other community members, a pet may not be leashed outside without proper supervision.

#### 4.9. Animal Walking

- Any resident who owns a dog shall not walk the animal in designated "pet free" areas.
- The owner is responsible for all animal waste removal. The animal waste is to be picked up immediately, placed in a sealed plastic bag and disposed of in the outside trash bin.
- All animals are required to be on a leash at all times when outside the unit or the unit's enclosed back yard.

#### 4.10. Dog Enclosures

##### 4.10.1. Private Yard Space

A resident's yard is considered a private yard space if it is completely enclosed by rock and/or brick walls. Residents with a private yard space can keep an unsupervised pet within their yard space provided that the pet is completely self-contained. A pet is considered self-contained only if it is unable to leave the yard area on its own volition. If the pet is able to leave the enclosed yard area, then proper pet supervision must be followed (see Section 4.9). Alternatively, a resident may make modifications to the yard to fully enclose the pet. Such alterations must be approved in accordance with your housing contract and with approval from the housing office.

##### 4.10.2. Public Yard Space

A resident's yard is considered public yard space if it is not completely enclosed by rock and/or brick walls. Residents with a public yard space cannot, by any means, keep an unsupervised pet outside in the housing unit's yard space

4.10.3. Kennels

A kennel cannot be placed in a housing unit's public yard space in the attempt to keep a dog outside of the housing unit (see Section 4.10.2).

4.11. **Pet Noise Requirements**

Pet owners must control the noise of their pets so that it does not constitute a nuisance to other residents or interrupt the peaceful environment of university family housing. This includes, but is not limited to loud or continuous barking, howling, whining, scratching, chirping, or other such activities. Pet owners must comply with local nuisance laws. (See Section 7)

Continued disregard for the noise requirements is grounds for a violation notice, revoking of the pet approval/ removal of the pet, and termination of tenancy. Please see section D-1 for a full description of noise related violations.

4.12. **Pet Care**

The pet owner is responsible for adequate care, nutrition, exercise and medical attention for their pet.

- Pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.
- Pet owner will be asked to specify a responsible party for the care of their pet in the event that the health or safety of the pet is threatened by death or incapacity of the pet owner.
- If death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident. This includes pets that are poorly cared for or have been left unattended (over 24 hours).
- If the responsible party is unwilling or unable to care for the pet, or if the university after reasonable efforts cannot contact the responsible party, the university will contact the appropriate state or local authorities and request the removal of the pet.

5. Enforcement of Policy Violations

5.1. **Authorization:**

Authorization for a common household pet may be revoked at any time. Reasons for withdrawal of authorization may include, but are not limited to, if the university finds the animal to be vicious, intimidating, destructive, nuisance to others, or if the tenant fails to comply with this policy.

5.2. **Inspection:**

In accordance with the university Procedures for Entry and Search of University Housing university staff may enter a unit and inspect, with sufficient suspicion with regards to the conduct or condition of the pet in the unit.

5.3. **Enforcement of Policy Violations**

If a resident violates any of the above pet policy requirements, then that resident is in violation of their contract and will be subject to disciplinary actions and/or penalties.

5.3.1. Major Infractions

Major Infractions include, but are not limited to, animals that have exhibited vicious, intimidating, destructive behavior towards other on campus community members. Behavior of any significant concern towards a child will be considered a major infraction.

1<sup>st</sup> Infraction: The resident will meet before the pet policy board to determine an adequate response for such behavior. If the board is unable to meet within an appropriate timeframe, the Assistant Coordinator or the Coordinator for South Campus may determine an adequate response. This decision may be appealed to the Pet Policy Board (see Section 6). If a major infraction occurs, the Assistant Coordinator of South Campus or the Coordinator for South Campus may require a temporary, immediate removal of the animal from campus

2<sup>nd</sup> Infraction: If a second infraction occurs, the animal will be immediately be evicted from living on campus. This decision may be appealed to the Pet Policy Board (see Section 6).

5.3.2. Minor Infractions:

Minor infractions are any and all Pet Policy infractions that do not fall into the "Major Infraction" category or is not deemed as a major policy infraction by the Assistant Coordinator and Coordinator for South Campus. Such violations might include, but are not limited to, pet nuisances, waste cleanup, unhealthy pet environment, etc.

1<sup>st</sup> Infraction - The resident will meet with a staff member and receive a verbal warning. The conversation will be documented in a follow-up letter.

2<sup>nd</sup> Infraction - The resident will meet with a staff member and receive formal written warning. The second infraction may include failure to resolve the first infraction within 10 days or committing any similar infraction.

3<sup>rd</sup> Infraction - If the resident fails to comply with the first two requests or commits another similar infraction, the

Assistant Coordinator or the Coordinator for South Campus may determine an adequate response. Their decision may be appealed to the Pet Policy Board (see Section 6). However, at the Assistant Coordinator or the Coordinator's discretion in providing community input, the issue could be sent to the Pet Policy Board for a decision. Depending on the severity of the infraction, the resident will have 30 days or 24 hours to remove the pet from the premises.

5.3.3. Pet Eviction:

If a resident's pet is evicted, the resident will be given at least twenty four hours and up to thirty days to remove the pet from the premises based on the severity of the infraction. Failure to remove the pet within the time specified may result in termination of tenancy.

5.4. **Animal Control Collection**

If an animal needs to be collected by Animal Control Services, the resident responsible for ownership will be charged the cost of any services rendered. Responsibility of ownership extends to pets that are owned by guests of the resident or pets that are invited over as guests.

6. Pet Policy Board

6.1. **Pet Policy Board Membership:**

The Pet Policy board will consist of two residents, 1 Area Coordinator from North Campus, 1 Assistant Coordinator of Residential Communities, and 1 Community Assistant.

6.2. **Pet Policy Board Meetings**

The Pet Policy board will meet as needed to enforce Pet Policy violations, to hear requests for exceptions, and other business that pertains to the Pet Policy

7. Las Cruces City Ordinances

Any resident wishing to keep a common household pet in university family housing must comply with the following local ordinances.

Sec. 7-15. Nuisance.

(a) It shall be unlawful for any owner of any animal, either willfully or neglectfully, to fail to exercise due care or control that permits such animal to cause damage or be a nuisance to the person or property of another. Any animal may be impounded by the animal control officer when the animal contravenes any section of this Code.

(b) It shall be termed a nuisance to keep an animal that causes frequent or long-continued noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity.

(c) No person shall keep or harbor any animal, which howls, barks or makes excessive noise in violation of this section.

It shall constitute a violation of this section if the howling, barking or noise occurs continually and is audible beyond the property line of the premises on which the animal is located:

- (1) For more than 15 minutes between the hours of 10:00 p.m. and 8:00 a.m., and is attested to by complainants from two or more separate properties;
- (2) For more than 15 minutes between the hours of 8:00 a.m. and 10:00 p.m., and is attested to by complainants from two or more separate properties; or
- (3) For more than 15 minutes between the hours of 10:00 p.m. and 8:00 a.m., or for more than 15 minutes between the hours of 8:00 a.m. and 10:00 p.m., and is attested to by an animal control officer or law enforcement officer.

(d) In order to abate the nuisance created by the animal howling, barking or making noise in violation of this section, animal control officers may enter the yard and may seize any such animal from the yard where the violation is occurring if the officer is unable to contact the owner or if the owner is unable or unwilling to take action to stop the howling, barking or noise.

(e) Complaints may be filed in the municipal court by any citizen affected by an incident classified a nuisance. (Code 1988, § 7-15; Ord. No. 1943, § I, 9-3-02)

Sec. 7-16. Animal waste.

The owner or keeper of domestic animals, such as dogs, cats or any small household animal, permitted within the city limits or any licensed rehabilitator shall maintain a watertight and flytight receptacle for manure from such animals which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard. Such receptacles shall be securely

covered at all times except when opened to deposit manure. No manure will be allowed to accumulate except in such receptacles. (Code 1988, § 7-16)

**Cross References:** Solid waste, Ch. 25.

#### DIVISION 1.

#### ANTI-RABIES VACCINATION

Sec. 7-51. Anti-rabies vaccination of dogs and cats required.

No person shall own, keep, harbor or offer for sale within the city any dog or cat three months of age or older unless such dog or cat has a current vaccination. A dog or cat will have a current vaccination for the remainder of the month during which it was vaccinated and for the following 12 calendar months. The dog or cat must be revaccinated before the expiration of the first and each subsequent current vaccination period.

(Ord. No. 1759, § I, 8-16-99)

**State Law References:** Vaccinations required, NMSA 1978, § 77-1-3.

Sec. 7-52. Tag.

Dogs and cats shall wear a current anti-rabies vaccination tag at all times.

(Ord. No. 1759, § I, 8-16-99)

Secs. 7-53--7-80. Reserved.

#### DIVISION 2.

#### DOG AND CAT LICENSING\*

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\* **Cross References:** Health and human services, Ch. 12.

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Sec. 7-81. Annual dog and cat license required.

(a) An owner of a dog or cat over six months of age within the city shall obtain a dog or cat license issued by the city or its agent.

(b) An owner of a dog or cat under six months of age within the city may obtain a juvenile dog or cat license issued by the city or its agent.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-82. License issuance.

(a) License fees shall be set by city council resolution. The council shall use a differential fee structure to encourage spaying and neutering.

(b) A written license and a license tag shall be issued upon proof that the dog or cat has been properly vaccinated against rabies by a licensed veterinarian.

(c) An altered animal discount shall be given upon proof that the dog or cat is spayed or neutered. Proof shall consist of a written certificate by a licensed veterinarian that the animal has been spayed or neutered, or that spaying or neutering would be an unnecessary surgical risk for the animal due to its age or physical condition.

(d) The city or its agent shall maintain public records of the license applications and licenses issued.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-83. License application.

Application for the license shall be made by the owner within 30 days of acquiring ownership of a dog or cat over the age of six months except that this requirement shall not apply to a noncity resident keeping a dog or cat within the city for no longer than 60 days provided that the animal is currently vaccinated against rabies.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-84. License tag.

Dogs and cats shall wear a current license tag at all times.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-85. Denial.

If the license applicant has withheld or falsified any application information, the license shall be refused or revoked.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-86. Duration.

The licensing period shall be for a minimum of one year commencing on the date of issuance.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-87. Duplicate license.

A duplicate license shall be issued upon payment of a replacement fee.

(Ord. No. 1759, § I, 8-16-99)

Sec. 7-88. Issuance restricted.

No person may use a pet license issued under the provisions of this article for any dog or cat other than the animal for which it was issued.

(Ord. No. 1759, § I, 8-16-99)

# New Mexico State University

## Student Family Housing

### Unit Disclosure and Warning Statement

In an effort to keep potential residents fully informed of the condition of the units in Student Family Housing, the following information has been compiled. Please take a few minutes to read through this information, then contact our office if you have any questions or concerns.

**Building Materials of the Past:** In the 1950's, '60's and '70's, two materials very commonly used in construction were lead (often used in paint or in plumbing pipes and solder connections) and asbestos (used in floor tile, insulation, and some mastics). As such, homes built during this period may contain traces of these materials. This is true of the houses in Sutherland and Tom Fort Villages, and the townhouses in Cole Village. The purpose of this information is to provide you, a potential resident, with information on the presence, potential hazards, and management of these materials

#### **LEAD-BASED PAINT**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and paint dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

In 1992, Congress passed the Residential Lead-Based Paint Reduction Act, more commonly known as Title X. This law allowed Housing and Urban Development (HUD) and the Environmental Protection Agency (EPA) to develop guidelines to inform families of potential lead hazards in "target housing." Target housing includes most residences built before 1978, with the exception of dormitories, barracks, and single rooms rented in older homes. At New Mexico State University, Sutherland and Tom Fort Villages, which are a part of Student Family Housing, qualify as target housing.

Under Title X, people who rent or lease target housing must receive a copy of the Environmental Protection Agency's pamphlet EPA #747-K-94-001, "Protect Your Family from Lead in your Home." This pamphlet will be provided to you at the time of check-in.

In September of 1996, Shishman and Associates, Inc., an independent analytical testing company, conducted testing on eight houses located in the two affected villages of Family Housing. Testing was performed by removal of paint chips from both interior and exterior locations. The chips were then analyzed by Reservoirs Environmental Service, Inc. *The tests revealed no lead concentrations at or near the required action level.* (Required action level is 0.5%. Testing showed levels from BDL (below detection limit) to 0.19%. )

#### **LEAD IN DRINKING WATER**

Although it has been used in numerous consumer products, lead is a toxic metal now known to be harmful to human health if inhaled or ingested. Lead-contaminated drinking water is most often a problem in houses that are older, such as the units available in Student Family Housing. Lead can be found in some metal water taps, interior water pipes, or pipes connecting a house to the main water pipe in the street. Lead found in tap water usually comes from the corrosion of older fixtures or from the solder that connects pipes. When water sits in leaded pipes for several hours, lead can leach into the water supply. Exposure to lead contaminated water is less likely to adversely affect adults than children. Risk will vary, however, depending upon the individual, the circumstances, and the amount of water consumed. Water sampling conducted in Family Housing during the Summer of 2004 revealed some units with lead concentrations in excess of the limit allowed by the Environmental Protection Agency.

#### **ASBESTOS-CONTAINING FLOOR TILE**

It has been determined that many of the floor tiles currently installed in Student Family Housing do contain a small percentage of encapsulated asbestos. Asbestos is a naturally occurring family of minerals that were commonly used in many building materials at one time due to their high bonding capability. Building materials which contain asbestos fall into one of two categories: friable and non-friable. Friable asbestos is the type used for pipe insulation and fireproofing and is considered hazardous. Non-friable, or encapsulated asbestos, is found bonded into other materials such as resilient asphalt and vinyl floor tile. Non-friable or encapsulated asbestos fibers are harder to break down and are not considered to be as hazardous. The floor tiles in Family Housing fall into the second category and, when in good condition, pose no immediate hazard.

## WHAT WE'RE DOING

The safety and well-being of our residents is of utmost concern to the Department of Housing and Residential Life. That's why we've taken measures necessary to deal with these potential problems.

In reference to the paint, the interior of all units have been repainted many times as families have vacated. The numerous coats of paint which are non-lead based have virtually eliminated any concern of lead poisoning from the paint. As a resident, however, it is important that you supervise children closely to ensure they are not chewing on any painted surface. Additionally, chipped or peeling paint should be brought to a staff member's attention for appropriate maintenance and repair.

In reference to the water, as validation of the test results and corrective actions are completed, it is recommended that filtered or bottled water be used for consumption. Additional instructions on ways to reduce the potential exposure to lead in the drinking water will be provided at check-in.

The floor tiles are scrutinized at each check out and necessary repairs are made to ensure all tiles are in good condition. During your stay in Family Housing, a little extra care is all that is needed. Normal day-to-day activity and traffic through the home should not create a problem. However, unusual occurrences, such as dropping heavy items on the tiles, may crack or chip them. Water left standing on the tiles for an extended period of time may cause them to loosen. Caution should be exercised to ensure these things don't happen. If you notice cracked, chipped or loose tiles, a work order should be submitted for repair or replacement of the damaged tile(s).

A cooperative effort between Family Housing residents and the Housing and Residential Life staff goes a long way toward ensuring proper maintenance of the units which results in a safer living environment. This extends to all unit maintenance concerns, not just paint and floor tiles. As a future resident, we hope you'll take pride in caring for your Family Housing home and that you'll enjoy your stay!