

STUDENT HOUSING LICENSE AGREEMENT

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

Revision Date 12/09:

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 Housing License Agreement upon the following terms and conditions. The Student understands that the University will not permit the Student to occupy a room/apartment/unit without the Student's agreement to all terms and conditions listed as a part of this Agreement.

DEFINITIONS OF TERMS

Single Student Housing -- For the purpose of this Agreement, the following areas are defined as single student housing: all residence halls, the on-campus Greek Complex, certain areas of Cervantes Village, Chamisa Village and Vista del Monte apartment complex, and other areas which may be specifically identified as housing for single students. **Student Family Housing**—For the purpose of this License Agreement, the following areas are defined as Student Family Housing: certain areas of Cervantes Village, Cole Village, Sutherland Village and Tom Fort Village. **Occupant** – For the purposes of this License Agreement, occupant(s) refer to the registered Student and all other persons residing in the dwelling unit. **Occupancy** -- Occupancy is established upon issuance of a key (or encoding of a card) to the Student for a specified room/apartment/unit and does not require actual physical presence by the Student or his/her possessions. **Cancellation** -- Before occupancy (see definition below) and prior to 5 p.m. on the first day of classes, the Student may cancel his/her application for housing by notifying the Housing and Residential Life Office in writing. Refunds are subject to the refund schedule found elsewhere herein. **Term**—The term of occupancy for single students occupying a residence hall or apartment shall be for the entire academic year (fall and spring semesters) or summer term. If entered into after the start of the fall semester, for the remainder of the fall and spring semesters. The term of occupancy for students occupying units designated as student family housing shall be month to month. The term of occupancy for student family housing includes University holidays which fall between opening date and closing date, as specified elsewhere herein. Occupancy ends at the conclusion of the Agreement period or when the Student has received written authorization from the Director of Housing and Residential Life, or his/her designee, to terminate the Agreement. **Termination** -- Termination occurs at the end of the term of occupancy or when the relationship between the Student and the University is formally discontinued. Termination is possible after occupancy when approved by the University at the Student's request (students occupying family housing units must give 30 days written notice), whereby the Student must receive written authorization from the Director of Housing and Residential Life, or a designee, or when initiated by the University for disciplinary reasons or for failure to maintain eligibility. Termination may occur by breach of the License Agreement by the Student or by those residing in the dwelling. **Eviction** -- Upon administrative/disciplinary termination of the License Agreement, the Student is required to vacate the assigned room/apartment/unit. If the Student, and/or others residing in the dwelling unit, does not vacate the assigned room/apartment/unit, the University may take any action it deems appropriate including restricted access to the unit, a lock change and removal of all personal property. The resident remains liable for all fees related to removal and storage of possessions. Eviction carries a financial penalty and may result in the denial of future applications for campus housing. **Improper Check-out** -- The Student fails to follow established procedures for checking out of his/her room/apartment/unit. Improper checkouts carry a financial penalty plus the charge for lock changes if the keys are not returned on time, and any other applicable cleaning and damage charges. **Policies/Regulations** -- For the purpose of this 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 Student Handbook (which includes the Code of Conduct), the Schedule of Classes, the Campus Living or Student Family Housing Handbooks, 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/Regulations changes may be found on the Housing and Residential Life web site. The Student, and all adult individuals residing in the unit, has the obligation to be fully aware of Policies/Regulations that affect this License Agreement.

APPLICATIONS AND ASSIGNMENTS

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

SINGLE STUDENT HOUSING ELIGIBILITY

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

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

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

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

STUDENT FAMILY HOUSING ELIGIBILITY

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 (Adult is defined as any person age 18 or older.)

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.

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. Verification of Co-op participation may be required.

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.

f) 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 Single Student or Student Family Housing at the University during the term of the Agreement, except in cases where a temporary assignment may be necessary. The University does not guarantee assignment to specific areas, types of units, or individual unit addresses. Spaces in campus housing are to be occupied only by the person(s) properly assigned to them by Housing officials. Room assignments are not transferable; subletting is not permitted.

TERMS OF PAYMENT / REFUNDS / LATE PAYMENT CHARGE / EVICTION

Single Student Housing

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

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

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

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

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

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

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

August 1 (Fall) or January 1 (Spring):	\$150	\$50
· Cancellation after August 1 (Fall Applicant) or January 1 (Spring Applicant):	\$200	-0-
· No Show Cancellation (when the Student does not arrive to claim the assigned space by 5 PM on the first day of classes, or when a late move-in does not claim the assigned space within 24 hours, the assignment is canceled): ...	\$200	-0-
Summer School		Charge Refund
· Cancellation by May 1 (Summer Session I) Or June 1 (Summer Session II)	\$25	\$25
· Cancellation after May 1 (Summer Session I) Or June 1 (Summer Session II)	\$50	\$0
· No Show Cancellation (when the Student does not arrive to claim the assigned space by 5 PM on the first day of classes, or when a late move-in does not claim the assigned space within 24 hours, the assignment is canceled): ...	\$50	\$0

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

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

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

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

Opening & Closing -- For all sessions, housing areas open as listed in the University calendar. The Student may not occupy a room/apartment prior to the official opening day or beyond the deadline of 24-hours after their last exam and no later than 24-hours after the final exam period ends, unless otherwise detailed as part of the rate structure or special permission is granted. (See the current Schedule of Classes for more information.) Occupancy at times other than those specified above may be allowed in cases where the Student is required to be on campus for a recognized University activity or other approved reason, has received prior written authorization from the Director of Housing and Residential Life or his/her designate, and has made payment arrangements.

Student Family Housing

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 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 one key for single student housing units and two keys to student family housing units. 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 when applicable) 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/room/apartment and its contents and establishes same for the termination of occupancy.

b) Occupancy – Single Student Housing shall be used as a home by the Student. 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.

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 Request procedure.

1) The Occupants agree to be responsible for the care and maintenance of the grounds, except for the mowing of the front yard (Student Family Housing only).

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 or repairs to the dwelling, its equipment or grounds.

e) 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.

f) 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

Refuse Assignments — 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 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.

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

a) to vacate a floor, wing, patio, building or complex;

b) to consolidate single student residence hall or apartment students who are living in rooms or apartments that are not fully occupied;

c) to control the use of rooms/apartments/units, with medical direction, in the event of a severe health problem or epidemic;

d) to provide necessary space to accommodate staffing needs;

e) to reassign areas in order to accommodate the current gender mix;

f) to vacate an area for the purpose of major repairs or facility failures;

g) to temporarily close facilities during extended University break periods;

h) when unusual conditions occur affecting the health or safety of the Student or others.

i) the University reserves the right to cancel an assignment in the interest of order, health, safety or discipline.

Responsibility for Damage or Loss -- The Student's signature on the Room/Apartment/Unit Condition Report establishes the Student's acceptance of the condition of the living space and its contents (except as detailed in the 24-hour always clean policy, published in the Campus Living Handbook) at the time of occupancy and, therefore, becomes the standard for the living space and its contents at the termination of occupancy. The Student specifically agrees to be liable for damage or other loss incurred to the building, apartment, room, furniture and/or equipment that is not the result of ordinary wear and tear. Damages that occur to common areas that are not attributable or chargeable to a specific individual or group shall be shared equally by the residents of the living area where those damages occur (group billing process). The University and the Student shall cooperate in the care of the dwelling and grounds. The Student is responsible for exercising reasonable care in keeping University property in an orderly, safe and sanitary condition. The Student is expected to notify Housing staff of damage or needed repairs in a timely manner via the established work order procedure.

University Liability -- The University shall assume no responsibility for the loss, damage or theft of personal property belonging to, or in the custody of, the Occupants for any cause whatsoever, whether such losses occur in student dwelling units, public areas or elsewhere in the residential complex. The Student is encouraged to carry personal property insurance. The Student agrees to save and hold harmless the University for all injuries of whatever kind or nature occurring on the premises assigned to him or her.

Search and Entry -- The Student specifically agrees to be bound by the Search and Entry procedures of the University. Of particular note: The University Housing staff may enter a room/house/apartment, after knocking, without written authorization when there exists immediate and compelling cause, i.e., loud noise, complaints from other residents, emergency circumstances (such as fire evacuation), or similar overt occurrences. Housing staff also may enter rooms for reasons within the scope of responding to Work Requests. Evidence of regulatory or statutory violations that exist in plain and open view of the entering staff members may be used in initiating disciplinary procedures. Upon presentation of reasonable cause, the Director of Housing and Residential Life or his/her superior may issue authorization for the search of a designated room/house/apartment and the contents thereof. The authorization stating the reason(s), cause(s), or condition(s) necessitating the search shall be presented to the designated occupant(s) prior to the search. The University's Search and Entry policy is found in the current "Handbook for Students."

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

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

b) Termination with cause may occur at the initiation of the University within the timeframe specified by the judicial process. A non exclusive list of cause for termination may be found on the Housing and Residential Life web site.

c) Immediate suspension of the Agreement may occur when, in the opinion of the University, the student's behavior and/or presence represents a real and present danger to the residential community. In such cases, the student shall be required to vacate the room/apartment immediately under the supervision of the Director of Housing and Residential Life, or a designee or by campus police. Reinstatement of the Student into the living area may occur at the conclusion of adjudication of the case through the University discipline process or upon completion of administrative review when the outcome so necessitates. Termination carries a financial penalty, which includes lock change, removal of all personal property, restoration of the unit to chick-in condition, and/or legal fees.

TERMINATION OF AGREEMENT BY THE STUDENT

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

Student Family Housing

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.

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