

This Licensing Agreement for housing on the University of New Mexico's Campus (hereinafter, "Licensing Agreement" or "Agreement") is entered by the undersigned resident and student of the University of New Mexico (hereinafter, "Student" or "Resident") and the Regents of the University of New Mexico for its Residence Life and Student Housing Department (RLSH), and shall be considered fully executed as of the date signed by the undersigned Student.

I. HOUSING ELIGIBILITY:

- 1) To be eligible to live in the residence halls, a student must be:
 - a. Enrolled for a minimum of six (6) semester hours (not including audit or removal of incomplete grades) during both fall and spring semesters.
 - b. Making reasonable progress toward the pursuit of a degree.
- 2) Eligibility Exceptions: Exceptions to these eligibility requirements may be granted by UNM Residence Life and Student Housing in its sole and absolute discretion.
- 3) **Ineligible:** A resident is deemed ineligible for housing by the University as a result of any of the conditions outlined in this Section or Section VIII.3. of this Licensing Agreement. If deemed ineligible, the resident must move out of their assigned space, follow the appropriate check-out procedure when moving out, and complete any applicable License Agreement Cancellation or Release.

II. TERM:

- 1) **Main Campus Housing:**
 - a. The term of the License Agreement for Main Campus is one academic year and includes space for the fall and spring semesters from **Thursday, August 17, 2023 through Saturday, May 11, 2024.**
 - b. This Agreement does **not** include housing during University winter recess except for apartment-style residence halls (Redondo Village Apartments and Student Residence Center).
 - c. Students residing in traditional and suite style residence halls (Coronado, Alvarado, Laguna/DeVargas, Santa Clara and Hokona) must move out of the halls during the winter recess closure or purchase an additional Winter License Agreement to provide housing during this time, which is dependent upon availability.
 1. Residents must move out of their space by the time the buildings close at 2:00PM on Saturday, December 16, 2023.
 2. Residents who purchase an additional license agreement for winter recess must temporarily relocate to a designated facility before buildings close and must relocate back to their spring assignment when buildings re-open.
 3. Traditional and suite style halls will open for spring semester on Friday, January 12, 2024 for both returning and new residents.
 - d. This Agreement does **not** include summer session. A separate Summer License Agreement is required. Summer session housing space will be designated in advance.
 1. All main campus housing residents who do not have an additional Summer License Agreement must move out of their space when the buildings close at 2:00PM on Saturday, May 11, 2024.
- 2) **Lobo Rainforest.**
 - a. The term of the License Agreement for Lobo Rainforest is one annual year (fall, spring, and summer) from **Thursday, August 17, 2023 through Saturday, July 27, 2024.**
 1. If, as a result of an approved License Agreement Release, a resident is leaving Lobo Rainforest residents leaving at the end of a semester, the resident must be checked

out of their assigned space by 2:00PM on the date listed for the corresponding semester.

(a) Fall December 16, 2023

(b) Spring May 11, 2024

- b. All Lobo Rainforest residents who do not enter a Licensing Agreement for the next year, must vacate their space by 2:00PM on Saturday, July 27, 2024.

3) **All UNM Housing Facilities:**

- a. For residents remaining in their space from one license agreement year to the next, or those in spaces which have been continuously assigned, an annual inspection will be conducted by Residence Life and Student Housing employees in June or July. The resident will be liable for damages discovered during the inspection. See Section IX for a complete description.

III. LICENSE AGREEMENT RATES & FEES

- 1) **Non-Refundable License Agreement Fee:** The non-refundable License Agreement will be charged at the time of submitting the UNM Residence License Agreement; this fee will be placed on the student's Bursar account. The License Agreement fee will not be refunded under any circumstances and is not appealable.

- 2) **Payment:** All Housing charges are placed on the student's UNM Bursar Account.

- a. In coordination with the UNM Bursar's Office any unpaid housing fees are subject to collection(s) efforts.

- b. Students who have accounts in "collections" with the University will not be permitted to occupy their assigned space until their Bursar accounts are brought active

3) Main Campus Rates	Fall & Spring	Contract Rate
1. Traditional Double	\$2,725	\$5,450
2. Traditional Single	\$3,650	\$7,300
3. Traditional Single w/ Bath*	\$3,925	\$7,850
4. Suite Double	\$2,875	\$5,750
5. Suite Single	\$3,800	\$7,600
6. Suite Single w/ Bath*	\$3,900	\$7,800
7. Apartment Single	\$3,925	\$7,850
8. Apartment Studio*	\$4,000	\$8,000

**Availability is extremely limited and generally reserved for students needing accommodations under the ADA.*

4) Lobo Rainforest Rates	Fall & Spring	Summer	Contract Rate
1. Rainforest Shared Apt	\$3,975	\$1,600	\$9,550
2. Rainforest Full Apt	\$6,100	\$2,450	\$14,650

- 5) **Pro-rated Fees:** Proration for students checking in after the start of the semester will not begin until the third week of classes; all students who check in prior to the Monday of the third week of class will pay the full price for the term.

IV. SPACE ASSIGNMENT & UNM FACILITIES:

1) **Main Campus Assignments:**

- a. To the extent that space is available, all students who submit this License Agreement are guaranteed to be assigned a space for the academic year (fall and spring). Insofar as space allows, consideration for placement will be given to an applicant's choice of residence hall(s) and space type, and space will be assigned in the following manner:

1. Residence hall space is first assigned to students renewing their Housing License Agreement from the previous academic year. If demand by required first-year students exceeds available space, the University may limit the number of returning residents, or transfer, or withdraw or cancel returning resident assignments.
 2. After renewing residents have been assigned, new residents are assigned in the order of receipt of completed Housing License Agreement.
 3. If Main Campus space is unavailable, students will be assigned to Lobo Rainforest.
 4. Waitlist – In the event that the RLSH does not have sufficient housing to meet the residential demand, students will be placed on a waitlist on a first come, first served basis. In the event that students are waitlisted, students will be provided follow-up information regarding their ability to withdraw this application.
- b. Space types may be re-designated from a single to a double or double to a triple as warranted by department needs or occupancy demands.
 - c. New students may complete the Housing License Agreement once admitted to the University, upon receipt of a University identification number, and after creation of a University NetID.
 - d. **Living Learning Program:** Students can designate a preference to be housed within a community of the Living Learning Program. Insofar as occupancy allows, only students who request to live within a particular community will be placed there. Returning students are required to explicitly indicate continued preference for the specific community to be able to renew for that space. If a requested community is full or is discontinued, students will be assigned to an available space and charged the corresponding rate for the assigned space.
 - e. **Renewal Assignment:** If a resident would like to renew a specific room assignment, the resident must complete a new License Agreement for the upcoming License Agreement term by the published date. Assignments are based on space availability.
 - f. **Residence Hall & Community Associations:** All main campus residents are automatically enrolled in the Community Association of the hall or complex to which they reside, as well as in the UNM Residence Hall Association. Mandatory social fees are included in the rates. Lobo Rainforest is evaluated for participation annually and participation may change dependent on resident interest and/or needs.
- 2) **Lobo Rainforest Assignments:**
- a. All students who submit this License Agreement will be assigned a space for the license agreement term, insofar as space allows. Space is assigned in the following order:
 1. First students renewing their Housing License Agreement from the previous license agreement term.
 2. Then to new residents, in the order of receipt of completed Housing License Agreement.
 3. Note: In the event that demand by required first-year students exceeds available space on Main Campus, residents may be assigned to Lobo Rainforest, and first-year student assignments may be given priority over returning resident assignments.
- 3) **UNM Housing Facilities:**
- a. **Amenities:** UNM Residence Life and Student Housing provides custodial services for cleaning of public areas only. Access to public areas in a building may be restricted by RLSH.

- b. **Furnishings:** individual space furnishings vary based on location, but at minimum UNM Residence Life and Student Housing furnishes each resident a bed, drawers, desk, chair, and closet/armoire space. In the apartment-style halls, furniture is also provided for the shared living area and kitchen/dining space. Students are responsible for providing all personal effects.

V. Accommodations: Any student in need of a reasonable accommodation due to a documented disability should work with UNM Accessibility Resource Center (arc.unm.edu). RLSH provides accommodations in accordance with University Administrative Policy 2310.

VI. OCCUPANCY

- 1) **Check-In Procedures:** Occupancy begins and ends on the dates outlined herein in Section II: TERM of this Agreement. Students must claim their assignment by checking-in prior to 5:00pm on the first day of classes for each semester.
 - a. Students who apply and are assigned a space after the start of the license agreement term must move into their space within one week (7 calendar days) of their assignment being made. Students will be notified via UNM email when their assignment has been made.
 - b. *No Show:* A “No Show” occurs when a resident fails to pick up their keys by 5pm on the first day or class or within 7 calendar days of their assignment being made, whichever comes later, or a student who notifies RLSH they will not be claiming occupancy as of the first day of the License Agreement Term. No Shows constitute an automatic termination of the License Agreement, and the appropriate No Show Fee will be charged to the student’s Bursar’s Account in accordance with Section VIII.
- 2) **Check-Out Procedures:** Upon the expiration or termination of this License Agreement, resident must follow the check-out procedures as outlined in the Handbook. Failure to complete a proper check-out (including, moving out of the space, cleaning, key returns, and inspection) may result in additional charges.
- 3) **Expectations:** Residents are required to keep their living areas clean, safe and sanitary. Rooms will be inspected on a periodic basis to assure resident rooms maintain safety and sanitation expectations.
- 4) **Insurance:** UNM is not responsible for any loss, theft, or damage to personal property and effects, or the personal property and effects of guests, regardless of the cause of the loss, theft, or damage. We highly recommend that students obtain insurance coverage for personal property and effects.

VII. FRESHMAN RESIDENCY REQUIREMENT

- 1) By University policy, first year undergraduate enrolled students are required to live on campus, unless their established home address is within a 30-mile radius of campus, or they are at least 20 years of age at the beginning of the academic year. Exceptions may be considered on a case by case basis. For full details of the requirement, process and limitations for requesting exceptions, visit <https://housing.unm.edu/living-on-campus/freshman-residency-requirement.html>. The decision of the committee is final.
- 2) All License Agreement Cancellation and Release requests for first-year students identified as required to live on campus are subject to review and determination by the Residency Appeals Committee evaluating all first year live-on exception requests.
 - a. First-year undergraduate students required to live on campus may submit a release request only after a Freshmen Residency Exception Request has been submitted,

reviewed, and determined by the committee evaluating all first year live-on exception requests. The decision of the committee is final

- 3) Submission of a Freshmen Residency Exception Request does not constitute a License Agreement Cancellation or Release. Any student with an approved exception who previously applied for housing must complete the appropriate Cancellation or Release.
- 4) Enrolled students who, at any time, do not meet the Freshman Residency Requirement will be charged an Unmet Residency Requirement Charge, which is the equivalent to the 2023-2024 No Show Fee.

VIII. AGREEMENT TERMINATION AND ASSOCIATED FEES

1) Termination Methods/Timelines

- a. **License Agreement Cancellation:** A cancellation is the student-initiated termination of the License Agreement initiated prior to the first day of the License Agreement term. A License Agreement cancellation must be processed through UNM Residence Life and Student Housing and cannot be processed by any other UNM department, including UNM Admissions. License Agreement cancellations may incur a fee depending on the date of cancellation and the student's enrollment status as of the date of cancellation submission and census date for the university. The fee scheduled is based upon a resident's enrollment status and date of cancellation, and will be applied to the Student Bursar's account as follows:

FALL 2023

On or before July 7, 2023	\$0	
On or before July 30, 2023	\$0 if no fall enrollment	\$500 if enrolled
On or before August 16, 2023	\$0 if no fall enrollment	\$900 if enrolled

SPRING 2024

On or before Dec 21, 2023	\$0	
On or before January 3, 2024	\$0 if no spring enrollment	\$250 if enrolled
On or before January 11, 2024	\$0 if no spring enrollment	\$500 if enrolled

1. Students who apply for immediate move-in after the License Agreement term start date have one week (7 calendar days) after submission of the License Agreement to complete a cancellation, regardless of date of receipt of an assigned room; cancellations within these 7 days will be charged a fee of \$900.
2. Cancellation rates for spring 2024 are only applicable to residents initiating the contract at the start of the Spring 2024 semester; any student living with RLSH for the Fall 2023 is considered a License Agreement Release.

- b. **No Show:** A "No Show" occurs when a resident fails to pick up their keys by 5pm on the first day of class or within 7 calendar days of their assignment being made, whichever comes later, or a student who notifies RLSH they will not be claiming occupancy as of the first day of the License Agreement Term. A student designated as a No Show will have their License Agreement administratively cancelled. For all students declared a No Show, the No Show Fee will be assessed to the student's Bursar's account. The No Show fees and charges for the Fall 2023 and Spring 2024 semesters will be assessed depending on a student's enrollment status as follows:

Enrolled Students: Daily rate + 40% of remaining contract
 Not Enrolled Students: Daily rate + 30% of remaining semester charge

- c. **License Agreement Release:** A release is the termination of the License Agreement after the resident has taken occupancy of the space assignment or after the first day of classes for the semester, whichever occurs first. After occupancy or the first day of class, Residents wishing to terminate their License Agreement must submit a License Agreement release request through the RLSH Hall Coordinator, Area Coordinator, or Assistant Director of Residence Life. To request a License Agreement Release, contact your Hall/Area Coordinator. License Agreement Releases incur charges associated with the date of the completion of the License Agreement Release and the actual move out date; the enrollment status at the later of these two dates is what is used to determine fees. The License Agreement Release fees are based upon a resident's enrollment status, semester and the class week during which the move out is completed, as follows:

Enrolled at date of release and move-out

On/Prior to Monday of class week 1	Daily Rate + 40% of remaining contract
On/prior to Friday of class week 3	Daily Rate + 50% of remaining contract
After Friday of class week 3	No refund for active semester + 20% of remaining contract

Not Enrolled at time of release and move-out

On/Prior to Monday of class week 1	Daily Rate + 30% of remaining semester charge
On/prior to Friday of class week 3	Daily Rate + 40% of remaining semester charge
On/Prior to Friday of class week 8	Daily Rate + 50% of remaining semester charge
After Friday of class week 8	No refund for active semester

Students who complete a contract release during the winter recess period will be charged the release rate for students who release on/prior to Monday of class week 1 for the following semester of the contract.

- 2) **Student Enrollment at time of Termination of License Agreement:** Student may terminate this License Agreement within the non-enrollment categorization under specific conditions only. Situations which qualify for non-enrolled charges release are:
- a. Mid-year graduation,
 - b. University withdrawal, or military activation
 - c. Student participation in official UNM approved program (such as internship, Study Abroad, National Student Exchange, student teaching or practicum assignment located beyond the 30 mile radius), or
 - d. Completion of all coursework and requirements necessary for an advanced degree and have officially advanced to "all but dissertation" status.
- 3) **Termination and/or Amendment by UNM:**
- a. The University, through UNM RLSH, may terminate this License Agreement at any time and take possession of student's space for any of the following reasons:
 1. The University cannot safely and/or efficiently operate the space for student housing;
 2. The student has Bursar holds which prevent the placement of housing charges

3. The student fails to take occupancy as previously outline in this License Agreement;
 4. The student is no longer eligible for student housing as specified in Section 1;
 5. As a consequence of any disciplinary action against the student resulting from violation of any law, ordinance, regulation, or policy located in the Residence Life and Student Housing Residence Hall Handbook, Student Code of Conduct, and/or any other University policy;
 6. Student's enrollment is administratively terminated by the University, this License Agreement will automatically terminate; or
 7. for any other breach of this License Agreement.
- b. UNM reserves the right to amend, alter, or terminate the License Agreements, individually or en masse, should the closure of a building be necessary for the general health, safety, or welfare of the students, community, or University as a whole.

IX. DAMAGES & LOST KEY/LOCK CHANGE

- 1) Resident is responsible for any University property missing from assigned space and property damages beyond normal wear and use. Residents, individually or as a common group, may also be responsible for any University property missing or damaged from the residence hall community common spaces. Damages will be processed and applied to the student's Bursar's account based on the following:
 - a. Damages discovered at/during/immediately following check-out, staff inspection between consecutive License Agreements, or as identified during the license agreement period, will be charged according to the Damage Charge Schedule, which can be found online at housing.unm.edu.
 - b. Accidental or intentional damages discovered or reported during the License Agreement year may be charged to the resident at the full cost of the repair.
- 2) **Lost Keys/Lock Change:** When a key is lost or stolen, the lock(s) must be changed and the resident that is responsible for the loss will be charged for the lock change and the new key(s) on the student's Bursar's account. Specific details of the Residence Hall Key Policy and fee charges are outlined in the Residence Hall Handbook.

X. APPEALS:

Students may appeal certain charges that occur as a result of terminating a housing License Agreement, damages to UNM property, or lost UNM property. Full details on situations that qualify for an appeal, as well as information about the process, is updated annually in the Residence Hall Handbook. License Agreement Registration fees are not eligible for appeal.

To be eligible for consideration, appeals must be submitted by the following time limits:

- 1) Damages, lock changes, keys– Resident must submit completed appeal within 10 calendar days of notification of the charge.
- 2) Space related charges (room rent, fees for cancellation or release) – Resident must submit the completed appeal within 60 days of the end of the term in which charges are incurred.

XI. REGULATIONS:

Resident shall observe all laws, regulations, ordinances, and University polices. Policies specific to residence hall living are contained in the Residence Life and Student Housing Residence Hall Handbook, which is hereby incorporated into this License Agreement by reference. Residents shall be provided the Handbook upon check-in and is also available on the RLSH website. Resident acknowledges and unconditionally agrees that:

- 1) The University shall have the right to inspect all spaces, without prior notice or consent, if necessary for inventory, occupancy, fire protection, sanitation, health, safety, maintenance, or policy enforcement.
- 2) The University may control, by administrative directive the use of spaces in the event of an epidemic or community emergency.
- 3) The University may require a resident to vacate their living area and/or require the resident move to a different living assignment.
- 4) In the event that a space designed or adapted for use by disabled residents is being used by non-disabled residents, the University has the right reassign and require the non-disabled resident to move.
- 5) **Access to Student Information:** Students are the only individuals who have access to any information regarding their residency as outlined in Family Educational Rights and Privacy Act (FERPA). The student may grant other people permission to their information through the Registrar's Office only.

XII. ADDITIONAL REQUIREMENTS:

- 1) **Meal Plans:**
 - a. All freshman students living on campus are required to purchase a Full Access Meal Plan. If a freshman does not select an eligible meal plan, the plan will default to the Lobo 15 weekly plan, which will be charged to the resident's Bursar account.
 - b. Termination of Meal Plan - A student may only terminate their meal plan if there is an accompanying Housing Licensing Agreement termination, which will be verified through RLSH. Students must email mealplans@unm.edu to terminate their meal plan. Upon termination of a Licensing Agreement and the meal plan agreement, student will be charged a prorated weekly rate plus actual used dining dollars. A \$100 cancellation fee will apply to students who cancel after the first three weeks of the fall or spring semester.
 - c. For Dietary exceptions, student will be directed to the La Posada Chef to accommodate their dietary needs. If an accommodation cannot be reached, student will be referred to the Accessibility Resource Center or the Office of Compliance, Ethics & Equal Opportunity to determine meal plan release eligibility. For more information on meal plan policies, please visit: <https://food.unm.edu/meal-plans/policies.html>. .
- 2) **Parking:**
 - a. Main campus parking permits are required for on campus parking and must be purchased through UNM Parking and Transportation Services (PATS).
 - b. Parking at Lobo Rainforest requires the purchase of a parking permit for on-site parking. Requirements and details will be available from UNM PATS or their designee.
 - c. Cancellation or Release of the Housing License Agreement will result in notification to UNM PATS regarding change in residency status.

XIII. LIMITATION OF UNIVERSITY LIABILITY:

- 1) In addition to any other right, limitation or provision available to the University, student agrees that the University shall not be liable for any failure, delay, or interruption in performing its obligations due to causes or conditions beyond its control, or which could not be prevented or remedied by reasonable effort and at reasonable expense.
- 2) Neither the University nor its regents, officers, agents, or employees shall be liable for the loss, theft, disappearance, damage, nor destruction of any property belonging to, used by, or in the

possession of any resident, no matter where such property may normally be kept, used, or stored.

- 3) The liability of the University will be subject in all cases to the immunities of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

XIV. NON-TRANSFERABILITY & NON-ASSIGNABILITY: This License Agreement is not transferable or assignable to another person. The resident understands that they may not assign, advertise for, or allow short term rental use of their space to any other person at any time.

XV. GOVERNING LAW: This Agreement will be construed, interpreted, governed, and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its choice of law provisions.

ONLY SIGNATURES TO FOLLOW