

**UNM Residence License Agreement
Terms and Conditions
2018-2019**

Additional policies and procedures are detailed in the UNM Residence Handbook published annually and are considered an extension of UNM Residence License Agreement. The current version of the Handbook is available on the Housing website at housing.unm.edu.

1. ELIGIBILITY:

- i. In order to be eligible to live in the residence halls a student must be:
 - i. Actively enrolled for a minimum of six (6) semester hours (not including audit or removal of incomplete grades) during both fall and spring semesters.
 - ii. *And* must show reasonable progress toward the pursuit of a degree.
 - iii. **Exceptions** to these eligibility requirements may be granted by UNM Residence Life and Student Housing in its sole and absolute discretion.
 - iv. For specific information regarding your housing unit, please refer to the UNM Residence Handbook.

2. TERM:

- i. **Main Campus Housing:**
 - i. The term of the License Agreement for Main Campus is one academic year and includes room for the fall and spring semesters beginning **August 14, 2018 through May 11, 2019**.
 - ii. Except for apartment-style residence halls (Redondo Village Apartments and Student Residence Center), this License Agreement does not include housing during the University winter recess.
 - iii. Students residing in traditional and suite style residence halls (Coronado, Alvarado, Laguna/DeVargas, Santa Clara and Hokona) must vacate the halls during the winter recess closure or purchase an additional License Agreement to provide housing during this time on a space-available basis.
 - iv. A separate summer and/or intersession housing License Agreement is required. Summer session housing space will be designated in advance.
- ii. **Satellite Housing:**
 - i. Satellite Housing here and in the rest of the agreement refers to UNM Student Family Housing and UNM Rainforest properties.
 - ii. The term of the License Agreement for satellite areas is one annual year beginning **August 14, 2018 through July 31, 2019**.
- iii. **All UNM Housing Facilities:**
 - i. For residents remaining in their space from one term year to the next or those in spaces which have been continuously assigned, there is an annual inspection performed by a Housing operations employee and a Housing maintenance employee in June or July. The resident will be notified of the inspections upon move-in. The resident may be liable for damages depending on the inspection.
- iv. For additional information regarding your housing unit, please refer to the UNM Residence Handbook.

3. ROOM/APARTMENT ASSIGNMENT:

- i. **Main Campus:**
 - i. All students who submit this License Agreement are guaranteed to be assigned a room for the academic year. Insofar as space allows, consideration for placement will be given to an applicant's choice of residence hall(s) and room type.
 1. Residence hall space is first assigned for students renewing their Housing License Agreement from the previous academic year. If demand by required first-year live-in students exceeds available space, the University may limit the number of returning residents, or transfer or withdraw 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 referred to RLSH Satellite Housing or private partner properties.
 - ii. Room types can be re-designated from a single to a double or double to a triple as warranted by occupancy demands.
 - iii. New applicants may apply for Housing once admitted to the University, upon receipt of a University identification number, and after creation of a University NetID.

- iv. **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.
 - v. **Renewal Assignment:** Renewal assignment is achieved by completing a new License Agreement for the upcoming License Agreement term by the published date. Assignments are based on space availability.
 - vi. **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. Satellite housing properties are evaluated for participation annually and participation may change dependent on resident interest and/or needs.
- ii. **Satellite Housing:**
- i. All students who submit this License Agreement will be assigned an apartment for the license agreement term, insofar as space allows.
 - 1. Residence hall space is first assigned for students renewing their Housing License Agreement from the previous license agreement term.
 - 2. After renewing residents have been assigned, new residents are assigned in the order of receipt of completed Housing License Agreement.
 - 3. If demand by required first-year live-in students exceeds available space on Main Campus, residence may be referred to the Satellite Housing Facilities where their assignments may be given priority status over returning resident assignments.
- iii. **All UNM Housing Facilities:**
- i. **Amenities:** UNM Residence Life and Student Housing provides housekeeping services for cleaning of public areas only.
 - 1. **Main Campus & Rainforest:** UNM Residence Life and Student Housing furnishes each resident a bed, chest of 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.
 - 2. **Student Family Housing:** Apartments are unfurnished; all furnishings and personal effects must be provided by the student.

4. OCCUPANCY

- i. **Check-In Procedures:** Occupancy begins and ends on the published residence operating dates unless pre-approved. Residence assignments must be claimed by 5:00pm on the day classes begin for the semester.
 - i. Students who apply and are assigned after the start of the license agreement term must claim their room within one week (7 calendar days) of their assignment being made. Students will be notified via UNM email when their assignment has been made.
 - ii. Proration for students checking in after the start of the semester will not begin until the second week of classes; all students who check in prior to the start of the second week of class will pay the full price for the term.
- ii. **Failure to Occupy Assigned Room:** Failure to claim the space by such a time may constitute an automatic termination of the License Agreement, and the appropriate No Show Fee will be charged to your Bursar's Account.
- iii. **Check-Out Procedures:** Upon the expiration or early termination of this License Agreement, resident shall follow the check-out procedures as outlined in the Residence Handbook.
- iv. **Expectations:** Residents are required to keep their living areas clean, safe and sanitary.
- v. **Damages:** Resident is responsible for any University property missing from assigned room or damaged 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 if no responsible individual is identified.
- vi. **Insurance:** UNM is not responsible for any loss, theft, or damage to personal property and effects, or the personal property and effects of guests. We recommend that students obtain insurance coverage for personal property and effects.

5. FINANCIAL OBLIGATIONS:

- i. **Non-Refundable License Agreement Fee:** The UNM Residence License Agreement will only be considered with the charge of the non-refundable License Agreement fee. The License Agreement fee shall not be refunded to the student.
- ii. **License Agreement Term Rates:**

	Building (# of beds for Traditional and Suite Styles)	Semester Rate	License Agreement Rate		
Traditional	Alvarado Hall Double Occupancy (136) Deluxe Single* (14)	\$2,445 \$2,945	\$4,890 \$5,890		
	Coronado Hall Double Occupancy (344) Single Occupancy (68)	\$2,445 \$2,795	\$4,890 \$5,590		
	Hokona Hall Double Occupancy (252) Single Occupancy (39) Single w/ Bath Occupancy* (3)	\$2,445 \$2,795 \$2,945	\$4,890 \$5,590 \$5,890		
	Santa Clara Hall Double Occupancy (138) Deluxe Single* (12)	\$2,445 \$2,945	\$4,890 \$5,890		
	Suites	Laguna and DeVargas Halls Suite Double (258) Suite Single (76) Suite Single w/ Bath* (5)	\$2,545 \$2,895 \$3,045	\$5,090 \$5,790 \$6,090	
		Apartments	Redondo Village Apartments Single Apartment Bedroom (392)	\$3,195	\$6,390
			Student Residence Center Single Apartment Bedroom (397) Studio Apartment* (4)	\$3,195 \$3,460	\$6,390 \$6,920
	Satellite Housing		Lobo Rainforest** Single Apartment Bedroom (152) Navajo Nation Single Apt Bedroom (60)***	\$3,250 \$945	\$7,800 \$2,268
		Student Family Housing** One Bedroom Flat (60) Two Bedroom Flat (41) Two Bedroom Townhouse (48) Three Bedroom Townhouse (46)	\$3,245 \$3,895 \$3,970 \$4,320	\$7,788 \$9,348 \$9,528 \$10,368	
		*space is extremely limited and designated for assignment under the ADA			
		**due to the contract term, there is an additional charge placed at the beginning of the summer term; this charge can be calculated as follows: Contract Rate – (Term Rate*2)			
		***assignment to this space requires additional eligibility requirements and is only open to students who are enrolled with the Navajo tribe			

- iii. **License Agreement Cancellation:** A cancellation is the termination of the License Agreement initiated by a student prior to the License Agreement commencement. 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.
 - i. Cancellation received on or before **May 12, 2018 - \$0**
 - ii. Cancellation received between **May 12 and June 20, 2018 - \$300**
 - iii. Cancellation received between **June 21 and July 20, 2018 - \$400**
 - iv. Cancellation received between **July 21 and August 13, 2018 - \$500**
 - v. Students who apply after the License Agreement term start date have one week (7 days) after submission of the License Agreement to complete a cancellation; cancellations within this 7 days will be charged a fee of **\$500**.

- iv. **License Agreement Release:** A release is the termination of the License Agreement after the resident has taken occupancy of the room assignment or after the published start date for the License Agreement Term, whichever occurs first. Residents wishing to terminate their License Agreement must be processed through a Hall Coordinator, Area Coordinator, or Residence Life Manager employed by UNM Residence Life and Student Housing. To request a License Agreement release, contact your Hall/Area Coordinator. License Agreement Releases incur fees and charges associated with the date of the License Agreement release.
- i. Never enrolled/No longer enrolled prior to first day of classes in the University: **\$550**
 - ii. No longer enrolled/ineligible for housing on or after first day of class in the University: **\$400 Release Fee + Daily Rate**
 - iii. Remain enrolled in the University: **\$400 Release Fee + Daily Rate + 40% of remaining term of License Agreement**
 1. A flat fee of \$978 will be used as the calculation for the spring portion of the 40% of remaining contract charge for students who release during the fall semester
 - iv. Releases requested after the 13th week of classes in the fall and/or spring will not be prorated for the remainder of the semester; the full semester charge assessed at the beginning of the term will replace the “Daily Rate” in the calculations noted above.
- v. **No Show:** If a resident fails to claim their assigned room according to the dates and deadlines previously outlined in Section 4.i and 4.i (i), a No Show Fee will be assessed to the student’s Bursar’s account. The fees will be as follows:
- | | | | | |
|--------------------------------------|------|----------------|--------|----------------|
| i. Remain enrolled in the University | Fall | \$2,350 | Spring | \$1,375 |
| ii. Not enrolled in the University | Fall | \$550 | Spring | \$500 |
- vi. **Ineligible:** A resident is deemed ineligible for housing by the University as a result of any of the conditions outlined herein under Section 11.i. If deemed ineligible, the resident will still be required to complete a License Agreement Cancellation or Release and applicable residence hall check-out.
- i. If you are ineligible for the fall semester, but are reinstated or eligible for the spring semester, your license agreement will resume with UNM Residence Life & Student Housing for the spring semester. Failure to do so will result in **40% of the remaining term of License Agreement** being applied to your Bursar’s account.
- vii. **Damages:** Damages will be processed and applied to the student’s Bursar’s account based on the following:
- i. Damages discovered at/during/immediately following check-out will be charged according to the corresponding Damage Charge Schedule, which can be found online at housing.unm.edu.
 - ii. First time accidental damages occurring during the License Agreement year as a result of resident action (cooking fire, flushing items, etc.) will be charged to the student at the time of the damage at a rate of **15% of the total cost of the repair with a minimum charge of \$300 and a maximum charge of \$750.**
 - iii. Multiple accidental or intentional damages occurring during the License Agreement year may be charged to the resident at the full cost of the repair.
- viii. **Lost Keys/Lock Change/Fob Replacement:**
- i. When a room key is lost or stolen, the lock(s) will 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 is outlined in the Residence Hall Handbook.
- ix. **Appeals:**
- i. Students have the right to appeal certain charges that occur as a result of terminating a housing License Agreement or damage charges. Full details on situations that qualify for an appeal, as well as information about the process, is updated annually in the Residence Hall Handbook.
6. **REGULATIONS:** Resident shall observe all laws, regulations, ordinances and University polices. University policies governing residence hall living are contained in the Residence Life and Student Housing Residence Handbook, which shall be provided to the resident upon check-in to the residence halls. Student acknowledges and unconditionally agrees that:
- i. The University shall have the right to inspect all rooms, without prior notice or consent, if necessary for inventory, occupancy, fire protection, sanitation, health, safety, maintenance, or policy enforcement.
 - ii. The University may control, by medical direction, the use of rooms in the event of an epidemic or community emergency.
 - iii. The University has the right to vacate a resident’s living area and to require the student to move to other residence hall accommodations.
 - iv. The University has the right to require non-disabled assignees of space adapted or designated for use by the disabled to move to other campus accommodations.

- v. **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.
7. **LIMITATION OF UNIVERSITY LIABILITY:**
- i. 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.
 - ii. 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.
 - iii. 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.
8. **FRESHMAN RESIDENCY REQUIREMENT:**
- i. All first year undergraduate students enrolled as full-time students outside a 30-mile radius of campus will be required to live on campus as of Summer 2018; for full details of this requirement please visit <https://housing.unm.edu/living-on-campus/freshman-residency-requirement.html>.
 - ii. **Exceptions:**
 - i. Student will be living with a parent, guardian or family member within 30 miles of main campus.
 - ii. Student will be 20 years of age or over when the academic year begins.
 - iii. Student is domestically partnered, married or has legally dependent children.
 - iv. Student has medical or accessibility circumstance and has applied and been approved for freshman residency requirement exception through UNM Accessibility Resource Center.
 - v. Student can demonstrate that living on campus would present an undue hardship on their ability to attend the University.
 - iii. 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 committee evaluating all first year live-on exception requests. The decision of the committee is final.
9. **ADDITIONAL REQUIREMENT:**
- i. **Meal Plans:**
 - i. Residents may be required by the University to purchase a meal plan based on class status and/or college experience. Requirements and details will be available from the UNM Lobo Card Office or their designee.
 - ii. **Parking:**
 - i. Main campus parking permits are required for on campus parking and must be purchased through UNM Parking and Transportation Services (PATS).
 - ii. Satellite areas may require the purchase of a parking permit for on-site parking. Requirements and details will be available from UNM PATS or their designee.
 - iii. Cancellation or Release of the Housing License Agreement will result in notification to UNM PATS regarding change in residency status.
10. **TRANSFERABILITY:** This License Agreement is not transferable or assignable to another person. The resident understands that they may not sublease their room to any other person at any time.
11. **TERMINATION:** The following shall govern termination of this License Agreement.
- i. **By UNM:** UNM Residence Life and Student Housing may terminate this License Agreement at any time and take possession of student's room:
 - i. if student fails to make any payment when due,
 - ii. if student fails to take occupancy as previously outline in this License Agreement,
 - iii. if students' enrollment falls below the required hours for eligibility or the student shows no reasonable progress toward the pursuit of a degree,
 - iv. as a consequence of any disciplinary action against the student resulting from violation of any law, ordinance, or regulation, located in the Residence Life and Student Housing Residence Hall Handbook and/or in University policy,
 - v. if student's enrollment is administratively terminated by the University, this License Agreement shall automatically terminate, or
 - vi. For any other breach of this License Agreement.

- ii. **By Student:** Student may terminate this License Agreement electronically by submitting the required application for the following:
 - i. Prior to the commencement of the License Agreement Term, as outlined in Section 5.iii
 - ii. After the commencement of the License Agreement Term, as outlined in section 5.iv.
 - iii. Student may terminate this License Agreement after the commencement of the License Agreement Term without penalty under specific conditions:
 1. **All UNM Housing Facilities:** Notification and supporting documentation must be received via a License Agreement Release Application by UNM Residence Life and Student Housing no later than the end of the 13th week of class of the fall semester. Situations which qualify for non-penalty release are:
 - a. Mid-year graduation,
 - b. University withdrawal,
 - c. Student exchange in official UNM approved program (such as internship, Study Abroad, National Student Exchange), or
 - d. Completion of all coursework and requirements necessary for an advanced degree and have officially advanced to “all but dissertation” status
 2. **Satellite Housing:** Due to the inclusion of the summer within the License agreement term, Satellite Housing residents may apply for non-penalty release for termination of summer portion of annual License Agreement without charge in the spring semester for the same conditions listed above. Notification and supporting documentation must be received via License Agreement Release Application by UNM Residence Life and Student Housing no later than the end of the 9th week of spring semester.
 3. Notification received after the outlined dates will be subject to the \$400 release fee.
 - iv. First-year undergraduate students required to live on campus may submit a release request, however it will be reviewed and determined by the committee evaluating all first year live-on exception requests. The decision of the committee is final.