

## **UNM Residence Hall Contract Terms and Conditions**

*Additional policies and procedures are detailed in the UNM Residence Hall Handbook published annually and are considered an extension of UNM Residence Hall Contract. The current version of the handbook is available on the Housing website at [housing.unm.edu](http://housing.unm.edu).*

1. **ELIGIBILITY:** In order to be eligible to live in the residence halls, a student must be actively enrolled for a minimum of six (6) semester hours (not including audit or removal of incomplete grades) during both fall and spring semesters and must show reasonable progress toward the pursuit of a degree. Exceptions to these eligibility requirements may be granted by UNM Residence Life and Student Housing in its sole and absolute discretion.
2. **RATES:** Housing rates are an addendum to this contract and are labeled “Rates & Payments Schedule”. They are also published online by UNM Residence Life and Student Housing or are available by contacting UNM Residence Life and Student Housing.
3. **NON REFUNDABLE CONTRACT FEE:** The UNM Residence Hall Contract will not be considered without payment of the non-refundable contract fee. The contract fee shall not be refunded to the student.
4. **TERM:** The term of this contract is one academic year and includes room for the fall and spring semesters. Except for apartment-style residence halls (Redondo Village Apartments and Student Residence Center), this contract does not include housing during the University winter recess. Students residing in traditional-style residence halls (Coronado, Alvarado, Laguna/DeVargas, Santa Clara and Hokona) must vacate the halls during the winter recess closure or purchase an additional contract to provide housing during this time on a space-available basis.
5. **SUMMER HOUSING:** Summer session housing is not included in the academic year term and a separate summer housing contract is required. Summer session housing space will be designated in advance.
6. **ROOM ASSIGNMENT:** Insofar as space allows, consideration will be given to an applicant’s choice of residence halls and room type. Residence hall space is first assigned for students renewing their Housing contract from the previous academic year. After renewing residents have been assigned, new residents are assigned in the order of receipt of completed Housing contract and contract fee, as further described in the Rates & Payments Schedule. Room type can be re-designated from a single to a double or double to a triple as warranted by occupancy demands. New applicants may apply for Housing once admitted to the University and upon receipt of a University identification number.

7. **FAILURE TO OCCUPY ASSIGNED ROOM:** Occupancy begins and ends on the published residence hall operating dates unless student takes possession of the room earlier pending pre-approval. Residence hall assignments must be claimed by 5:00pm on the day after classes begin for the semester. Failure to claim the space by such a time may constitute an automatic termination of the contract, and the appropriate No Show Fee as outlined in the Rates & Payment section of this contract.
8. **TERMINATION:** The following shall govern termination of this contract.
  - i. **By UNM:** UNM Residence Life and Student Housing may terminate this contract at any time and take possession of student's room:
    - i. if student fails to make any payment when due
    - ii. for breach of this contract
    - iii. if student fails to take occupancy as previously outline in this contract
    - iv. as a consequence of any disciplinary action against the student
    - v. as a consequence of any violation of any law, ordinance, or regulation, located in the Residence Life and Student Housing Residence Hall Handbook and/or in University policy
    - vi. This contract shall automatically terminate if student's enrollment is administratively terminated by the University.
  - ii. **By Student:** Student may terminate this contract once electronically signed by delivering a written notice of termination for the following:
    - i. If such notice is received prior to the date the residence halls open for the fall semester, any room charges made will be reversed to student, less a cancellation charge as specified in the Rates & Payment Schedule.
    - ii. If such notice is received after the date the residence halls open for the fall semester, resident shall be liable for contract release fee as specified in the Rates & Payment Schedule.
    - iii. Student may terminate this contract without penalty in the event of mid-year graduation; not enrolling at the University for the spring semester; or, due to student exchange status, provided that written notice of termination is received by UNM Residence Life and Student Housing no later than the end of the 13<sup>th</sup> week of class of the fall semester.
9. **RENEWAL or PRIORITY ASSIGNMENT:** Priority assignment is achieved by completing a new contract for the upcoming contract term by the published date. Residents who currently live in Housing are eligible and are assigned based on space availability.
10. **AMENITIES:** UNM Residence Life and Student Housing provides custodial services for cleaning of public areas only. Students are required to keep their living areas clean, safe and sanitary. Each resident must individually furnish own pillow, blanket, personal towels and bed linens. UNM Residence Life and Student Housing furnishes each resident a bed, chest of drawers, desk, chair and closet space. In the residence hall apartments, furniture is also provided for the shared living area and kitchen/dining space.

11. **RESIDENCE HALL COMMUNITY ASSOCIATION:** All 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.
12. **MEAL PLANS:** 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.
13. **PARKING:** Parking permits are required for on campus parking and must be purchased through UNM Parking and Transportation Services (PATS). Cancellation of the Housing contract will result in notification to UNM PATS regarding status of contract.
14. **CHECK-OUT PROCEDURES:** Upon the expiration or early termination of this contract, resident shall follow the check-out procedures as outlined in the Residence Hall Handbook.
15. **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.
16. **REGULATIONS:** Resident shall observe all laws, regulations, ordinances and University polices. University policies governing residence hall living are contained in the Residence Hall Handbook, which shall be provided to resident upon check-in to the residence halls. Student acknowledges and unconditionally agrees that:
  - i. the University has the right to inspect all rooms, without prior notice or consent, if necessary for inventory, 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.
  - iii. the University has the right to vacate a resident's living area and 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.
17. **LIMITATION OF UNIVERSITY LIABILITY:** 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. 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.