

STUDENT FAMILY HOUSING LICENSE AGREEMENT TERMS

Once your application has been approved and space is available for you, you will be sent a License Agreement to sign committing you to live with us and follow business and behavioral expectations as outlined below:

THIS LICENSE AGREEMENT ("Agreement") is made by and between _____ ("Student") and The Regents of the University of New Mexico on behalf of Residence Life and Student Housing ("UNM"), each individually a "Party" and collectively the "Parties".

IN CONSIDERATION of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. APARTMENT:** UNM hereby licenses to Student the use of Apartment number _____, a 1-Bedroom Flat / 2-Bedroom Flat / 2-Bedroom Townhouse / 3-Bedroom Townhouse , located in Student Family Housing, _____ Buena Vista Drive SE, Albuquerque, New Mexico 87106, together with reasonable use of public or common areas.
- 2. RENT:** During the term of this Agreement, Student agrees to pay rent in the amount of \$_____ per month due on the first day of each month, which amount includes all utilities except telephone. Student agrees to pay for cable and internet services provided by an outside vendor. Student agrees not to waste or permit waste of water, gas or electricity. All rent payments shall be made to the UNM Bursar's office. Returned checks shall be subject to penalties in accordance with the policies of the Bursar's office and the laws of the State of New Mexico. BY SIGNING THIS AGREEMENT, STUDENT AGREES TO PAY RENT FOR THE ENTIRE TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER STUDENT MOVES INTO THE APARTMENT OR VOLUNTARILY OR INVOLUNTARILY MOVES OUT OF THE APARTMENT PRIOR TO THE EXPIRATION OF THE TERM OF THIS AGREEMENT.
- 3. TERM:** The term of this Agreement shall commence on the date the last Party signs and shall end on _____, unless earlier terminated as provided for herein. All of Student's obligations, whether contained in this Agreement, UNM Policies or elsewhere shall survive the expiration or early termination of this Agreement.
- 4. CHECK-IN:** Student shall contact Student Family Housing (SFH) at least 48 hours prior to desired check-in time to schedule an appointment. The check-in process will include, among other things, a walk-through with the SFH staff and issuance of keys to the apartment. Check-in appointments will be scheduled during normal business hours at the beginning of the License Agreement. The Parties agree that if Student fails to check-in during this period, this Agreement shall automatically terminate and UNM shall retain Student's confirmation rent payment as liquidated damages. PLEASE CONTACT STUDENT FAMILY HOUSING IN ADVANCE IF YOU NEED TO CHECK-IN LATE DUE TO REASONS BEYOND YOUR CONTROL.
- 5. CHECK-OUT:** Student shall contact Student Family Housing (SFH) at least 48 hours prior to desired check-out time to schedule an appointment. The check-out process will include, a walk-through with the SFH staff, who will inspect the apartment and assess any damages. Apartment keys will be turned-in upon completion of the final walk-through of the apartment. Check-out appointments must be scheduled during normal business hours. Prior to the appointment, student shall remove all personal items from the apartment, clean and return the apartment to its condition at check-in. Failure to properly check-out will result in a \$100 improper check-out fee in addition to any other charges for unreturned keys, damage, trash, etc. Student's failure to comply with check-out procedures will constitute a waiver of Student's right to be present as staff assesses the apartment's condition for damages and Student's right to appeal any charges.
- 6. INSURANCE:** UNM is not responsible for any loss, theft or damage to personal property and effects, or for the personal property and effects of guests. Student should obtain insurance coverage for personal property and effects, if desired.
- 7. ENTRY INTO APARTMENT:** Student agrees that authorized UNM personnel may enter and inspect apartments at any time to verify the condition of the apartment, to verify occupancy, to perform routine or emergency maintenance, to clean for future occupancy, to enforce safety, health and UNM Policies, or during an emergency. Authorized personnel will be identifiable by uniform or University-issued badge. Whenever possible, prior notification of entry will be given, but is not required. In the event that Student refuses entry by authorized personnel or otherwise hinders access to an apartment, Student may be held liable for any resulting damage.
- 8. CONDUCT AND DAMAGES:** Student acknowledges that he/she does not have exclusive possession or control of the apartment licensed herein. Student may use the apartment only as permitted by this Agreement and subject to the management and control of UNM. Student agrees that UNM, in its sole discretion, may change apartment assignments or prohibit any non-resident from being in Student Family Housing, in the interest of order, discipline, emergency, health, safety, welfare or other significant administrative reason. Student shall comply with all federal, state and local laws, UNM Policies and the rules and regulations of UNM as now in effect or hereafter modified or adopted. Failure to do so may result in administrative transfer to another apartment, termination of this Agreement, and/or referral to the Dean of Students for judicial review. Student shall be liable for all damage to, and loss of, UNM property caused by Student's act, omission or neglect. Any acts of vandalism or other criminal acts or conduct are subject to financial and disciplinary action, as well as, prosecution by the authorities. Student acknowledges that he/she has read, and agrees to abide by, UNM Policies. If this Agreement is terminated by UNM, Student will be ineligible to live in any residence

owned and/or managed by Residence Life and Student Housing in the future.

- 9. TERMINATION BY UNM:** UNM may terminate this Agreement immediately by delivery of written notice to Student if Student: (i) is no longer a student of The University of New Mexico; or (ii) fails to make any rent payment or other payment when due; or (iii) violates any UNM Policies; or (iv) breaches any promise, obligation or condition of this Agreement. IF THIS AGREEMENT IS TERMINATED BY UNM, STUDENT SHALL REMAIN LIABLE FOR RENT PAYMENTS FOR THE REMAINDER OF THE TERM OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT PERMITTED BY LAW. In any event, Student will comply with all check-out policies.
- 10. TERMINATION BY STUDENT:** Student may terminate this Agreement upon 30 days written notice to Student Family Housing if: (i) Student withdraws from UNM and is not registered for any credits; or (ii) Student graduates at the end of the fall semester; or (iii) Student leaves UNM in order to participate in an official UNM approved program such as: internship, Study Abroad, National Student Exchange or other student exchange program (Student will be required to submit official documentation); or (iv) Student has completed all coursework necessary for an advanced degree at the end of fall semester and officially changes status with the Graduate College to "all but dissertation" (Student will be required to submit official documentation). In any event, Student will comply with all check-out policies.
- 11. WAIVER:** The failure of UNM to require performance of any provision of this Agreement shall not affect UNM's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No waiver shall be effective against UNM unless in writing and signed by an authorized representative of UNM.
- 12. ASSIGNMENT:** This Agreement may not be assigned by Student and any attempted assignment will be void.
- 13. SEVERABILITY:** If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain unmodified and in full force and effect.
- 14. ENTIRE AGREEMENT:** This Agreement, together with the Student Family Housing Application and signed confirmation agreement, contains the entire agreement between the Parties. This Agreement may be modified or amended only by a written document duly executed by both Parties.