Terms and Conditions for UNM Residence Hall Application and Contract

1. **ELIGIBILITY:** In order to be eligible to live in the residence halls, a student must be 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 the Residence Life and Student Housing Office in its sole and absolute discretion.

2. **NON REFUNDABLE APPLICATION FEE:** THE UNM RESIDENCE HALL APPLICATION WILL NOT BE CONSIDERED WITHOUT PAYMENT OF THE NON REFUNDABLE APPLICATION FEE. The application fee shall not be refunded to the student.

3. **TERM:** The term of this agreement is ONE ACADEMIC YEAR AND INCLUDES ROOM for the fall and spring semesters. Except for residence hall apartments (Redondo Village Apartments and Student Residence Center) this agreement does not include housing during winter break. Students residing in traditional residence halls (Coronado, Alvarado, Laguna/DeVargas, Santa Clara and Hokona) must vacate the halls during the winter closure.

4. **SUMMER TERM:** All students must be registered for at least one credit hour in the summer and abide by the Academic Year guidelines. A separate summer application is required.

5. **RATES:** Housing rates are published by the UNM Residence Life and Student Housing Office in the "Rates & Payments Schedule" which is made a part of the on-campus student housing application and contract.

6. **MEAL PLANS:** All residents must purchase a meal plan. Any resident not selecting a meal plan will be assigned a designated meal plan. Meal plan changes will be made only during the scheduled meal plan change period. Meal plans do not include meals during official University recesses, between semesters or over holidays. Actual dates are available from the UNM LoboCard Office. Meal service commences 24 hours after the halls open for occupancy and concludes on the last day of the semester when the halls close. Meal plans are nontransferable and credit is not given for missed meals. Meal plans may also include a certain number of Dining Points which can be used to purchase food at various Campus Food Service venues. Unused Dining Points are non-refundable in the event of expiration or early termination of this agreement. Dining Points are NOT LoboCash.

7. **ROOM ASSIGNMENT:** Insofar as space allows, consideration will be given to an applicant’s choice of residence halls. Residence hall space is first reserved for students returning to the hall from the previous spring semester. The remaining space is reserved for new residents in the order of receipt of application fee, and contract pre-payment, 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. All room assignments are contingent upon acceptance for admission and registration at the University of New Mexico.

8. **FAILURE TO OCCUPY ASSIGNED ROOM:** Occupancy begins and ends on the published residence hall operating dates. Residence hall reservations must be claimed by 5:00pm on the day after classes begin for the semester. Failure to claim the space by such a time shall constitute an automatic termination of the contract, and a No Show Fee of $500.00 will be applied.

9. **RESIDENCE HALL COMMUNITY ASSOCIATION:** All residents are automatically enrolled in the Community Association of the hall or complex to which they reside. Mandatory dues are included in the rates.

10. **AMENITIES:** UNM Residence Life and Student Housing provides housekeeping services for cleaning and sanitation of public areas only. Students are required to keep their living areas clean, safe and sanitary. Each resident must furnish his/her 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. **PARKING:** Parking permits are required for on campus parking and must be purchased through UNM Parking and Transportation Services.

12. **TERMINATION:** The following shall govern termination of this agreement.
a. By UNM: UNM Residence Life and Student Housing Office may terminate this agreement at any time and take possession of student’s room: if student fails to make any payment when due; for breach of this agreement; if student fails to take occupancy by 5:00pm on the day after classes begin for the semester; as a consequence of any disciplinary action against the student; or, for violation of any law, ordinance, or regulation, located in the Residence Life and Student Housing Living Guide and/or in University policy. This agreement shall automatically terminate if student’s enrollment is administratively terminated by the University.

b. By Student: Student may terminate this agreement at the beginning of the academic year by delivering written notice of termination to UNM Residence Life and Student Housing Office for following: 1) If such notice is received prior to the date the residence halls open for the fall semester, any room and board payments received will be refunded to student, less a cancellation charge as specified in the Rates & Payment Schedule. 2) 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. 3) Student may terminate this agreement 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 Office no later than November 30th.

13. CHECK-OUT PROCEDURES: Upon the expiration of this contract, the student must vacate his/her room no later than 24 hours after the last final exam or if student has no finals student must vacate in less than 24 hours, unless he/she is scheduled to participate in commencement activities. Those students participating in commencement activities must vacate by noon on the day following commencement. Upon the expiration or early termination of this agreement, resident shall follow the check-out procedures as outlined in the Residence Hall Handbook. Failure to do so will result in an improper check-out fee of $100.00. If student fails to remove his/her personal property from the residence hall upon the expiration or termination of this agreement, UNM Residence Life and Student Housing may remove the belongings and any such items will be disposed of by UNM Residence Life and Student Housing.

14. RENEWAL: Contracts may be renewed for the following academic year. Renewal date deadlines will be published by UNM Residence Life and Student Housing in the spring semester. Students who do not renew prior to such deadline will not be eligible for priority housing status.

15. REGULATIONS: Resident shall observe all laws, regulations, ordinances and University policies. University policies governing residence hall living are contained in the Residence Life and Student Housing Community Living Guide, which shall be provided to resident upon check-in to the residence halls. Student acknowledges and unconditionally agrees that: (a) the University shall have the right to inspect all rooms, without prior notice or consent, if necessary for inventory, fire protection, sanitation, health, safety, maintenance, or policy enforcement; (b) the University may control, by medical direction, the use of rooms in the event of an epidemic; (c) the University has the right to vacate a resident’s living area and to require student to move to other residence hall accommodations; (d) 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.

16. 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.

DAMAGES: Resident is responsible for any University property missing from his/her 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 his/her residence hall community common spaces if no responsible individual is identified.