

License Agreement 2020-2021: Addendum and Amendment Contract

Resident:

I, the undersigned, have executed an agreement with the University of New Mexico (UNM) and Residence Life & Student Housing to live on campus for the 2020-2021 academic year. I understand that there are currently national and state Declarations of Emergency due to COVID-19 (referred to herein as pandemic). This Addendum and Amendment contain modifications and additions to of the UNM Residence Life & Student Housing License Agreement 2020-2021("License Agreement"), executed by me, which remains in full force and effect.

UNM has traditional dorm-style residences, suites, and shared apartment style housing ("On-Campus Housing"), which the University makes available to its students to enrich their college experience. As the world responds to the pandemic, the University has decided to reopen its On-Campus Housing for those students who wish to live there. As the world and the University respond to COVID-19, there is a need to update the License Agreement.

As such, the parties agree as follows:

Hannah N Stockton

Section 1: Amendment

Financial Obligations:

Section 5 Financial Obligations

(g) 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.
- ii. There are time limits as to when appeals may be submitted, to be eligible for consideration:
 1. Damages, lock changes, keys and fobs – completed appeals must be submitted by the resident, within 10 days of notification of the charge.
 2. Space related charges (room rent, fees for cancellation or release) – completed appeals must be submitted by the resident within 60 days of the end of the term in which charges are incurred.
 3. Application Fees are not eligible for appeal.
- iii. Students wishing to appeal charges for changes in situation which are related to COVID19 will be permitted to do so as a part of the standard appeals process. Students will need to provide sufficient detail and justification as to how their situation was impacted by COVID to be eligible for appeal under this reasoning. Decisions for COVID related appeals are final.

I have read and understand the Financial Obligations section of this License Agreement

Section 2: Addendum

Limitation of University Liability:

1. UNM reserves the right to amend, revoke, or end this agreement and the 2020-2021 License Agreement at any time for its convenience or if the necessity arises and it can no longer provide On-Campus Housing during the 2020-2021 academic year.

2. Optional Thanksgiving Departure and credit: RLSH will provide a credit in the amount of 10% of the semester room charge towards the spring semester housing charges for those students who move out at the Thanksgiving closure, if:

- a. The student returns their keys to the appropriate area or SRC desk no later than 8AM on Monday, November 30, 2020;
- b. The student packs their rooms according to the instructions in this document for End of Semester Closure; and
- c. Returns to campus enrolled for at least 6 credits in the spring semester, and completes the spring check-in procedures to return to your room no later than the second day of class for the spring semester

Students who move out at Thanksgiving and fail to return to RLSH in the spring semester will forfeit the credit for the fall semester and will be charged any applicable contract release or no-show fees, as appropriate.

Any potential credit for Thanksgiving departure will be a flat credit of 10% of the semester room charge. Students must fulfill all conditions to receive any potential credit. Failure to fulfill all conditions will result in waiving any potential credit by the student. Students will not be granted a larger credit for departing from the residence hall earlier in the fall semester.

3. I understand that my License Agreement 2020-2021 only permits me to reside in the On-Campus Housing and does not extend to anyone else. Until further notice and unless I request and receive an explicit pre-approved exception, no guests are allowed in On-Campus Housing during the 2020-2021 academic year (the term of the License Agreement and this Addendum);

4. UNM Residence Life & Student Housing may not be operating at full capacity and as such, the On-Campus Housing amenities and services may be impacted. I understand that food and housekeeping will be limited or not available at all. Resident Advisors may not be available. On-campus staff and support facilities and services may not be available or will have limited operations such as classrooms, libraries, student organizations, or dining services. Some services may be available on-line. I understand and acknowledge that UNM Student Health and Counseling is subject to closure and may have limited capacity to treat me if I become ill;

5. I agree to self-report a diagnosis of COVID-19 or any possible contamination of COVID-19 that I may suspect, in order to keep other students, residents, faculty, and staff safe. I further understand that should I, or one of my roommates, become sick with COVID-19, Residence Life and Student Housing may require me to move to a quarantine location and remain there until fourteen (14) days after my symptoms subside;

6. I understand that Residence Life and Student Housing has additional rules and guidelines associated with living in On-Campus Housing for the 2020-2021 academic year. As such, I agree to comply with all requests, rules, and guidelines of the Residence Life & Student Housing, the Student Code of Conduct, and Residence Life Handbook policies and procedures, including those which are imposed as public health efforts. I further understand that my failure to abide by any such conduct requirements may result in a code of conduct violation or my immediate removal from On-Campus Housing;

7. I understand and agree that UNM reserves the right to make changes to, including the cancellation of, room assignments as necessary due to the pandemic;

8. I am required to continue as a full-time student in order to remain in housing, even if UNM changes the modality of academic offerings;

9. As a Resident at UNM On-Campus Housing, I understand that there are enhanced risks with living in On-Campus Housing, which include, but is not limited to increased risk of contagion spread due to close proximity to other students within shared residential and communal spaces. Students will be responsible for their own personal hygiene and the sanitization of their living spaces.

10. I understand that living in On-Campus Residences is voluntary. If I have any questions about the risks associated with living in On-Campus Residences, I will contact the UNM Residence Life & Student Housing at housing@unm.edu prior to executing this Addendum. If upon reading this Addendum or speaking to UNM Residence Life & Student Housing, I no longer wish to reside in On-Campus Housing, I will not execute this Addendum and provide notice by indicating in the options below that you do not wish to execute this addendum and therefore would like RLSH to administratively terminate your housing agreement.

11. Assumption of Risk: I acknowledge that by continuing to reside with UNM Residence Life & Student Housing during the pandemic, I may be exposed to risks that could result in my illness, personal injury, or death. I acknowledge, understand, and accept **all** risk to my health that may result from staying with UNM Residence Life & Student Housing. I acknowledge, understand, and accept that UNM cannot control these risks and cannot provide healthcare. **I acknowledge, understand, and agree that UNM is not responsible for any medical or other expenses associated with any property or personal injury I may sustain;**

12. **Release**: In consideration of being permitted to reside in the UNM On-Campus Housing during the pandemic, I release UNM, and its Board of Regents, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands, and causes of action for any and all loss of property, illness, or injury to me, including death, arising out of, resulting from, occurring during, or sustained by me while continuing to reside in the UNM Residence Halls during the pandemic or while on premises owned or leased by UNM;

13. **Indemnity, Hold Harmless, and Waiver**: I agree to indemnify and hold harmless, waive, and covenant not to sue UNM, its Board of Regents, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent, grossly negligent, or intentional act or omission while residing in the On-Campus Residences during the pandemic. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased, and shall be governed by the laws of the State of New Mexico.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE, WAIVER, AND HOLD HARMLESS OF LIABILITY OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH TO MYSELF THAT OCCURS WHILE RESIDING WITH UNM RESIDENCE LIFE & STUDENT HOUSING DURING THE PANDEMIC AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED.

Section 3. Continuing Effect

Continuing Effect:

Except as modified by this Addendum and Amendment, the terms and conditions of the License Agreement remain in full force and effect.

I read and understand this section.

Section 4. Signature

**Submission
Decision:**

After reading above, please indicate from the options below if you would like to either:

- **Release & Refuse:** select this option if you DO NOT agree to the terms of this addendum and would like RLSH to administratively release you from your housing contract; you WILL NOT have a place to live with RLSH this fall if you select this option.
- **Sign & Submit:** select this option to indicate that you read, understand, and agree to the terms in this Amendment and Addendum and would like continue to live on campus this fall.

You may only select ONE of the these options.

Sign & Submit: I accept the terms and would like to continue to sign and submit this addendum.

Electronic Signature:

I hereby affirm by my electronic signature that I have read this Addendum and Amendment to Residence Life & Student Housing License Agreement 2020-2021, Release, Waiver, and Indemnity and understand and agree to all of its provisions.

Hannah Stockton