

UNM Residence Hall Contract—Lobo Rainforest 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.

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—Lobo Rainforest” (Attachment A). 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 established in the addendum to this contract “Rates & Payments Schedule – Lobo Rainforest” (Attachment A) and provides housing for UNM fall, spring and summer academic terms. Residents must vacate their space according to the contract term end date. Students who graduate in May are allowed the option of requesting release or remaining for the duration of the contract term; however, any discipline or behavior issues may result in immediate contract termination.
5. **ROOM ASSIGNMENT:** Insofar as space allows, consideration will be given to an applicant’s program involvement. 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 addendum “Rates & Payments Schedule—Lobo Rainforest” (Attachment A). New applicants may apply for Housing once admitted to the University and upon receipt of a University identification number.
6. **FAILURE TO OCCUPY ASSIGNED ROOM:** Occupancy begins and ends on the published residence hall operating dates. Residence hall assignments must be claimed by 5:00pm on the day after classes begin for the term. Failure to claim the space by such a time may constitute an automatic termination of the contract, and assessment of the appropriate No Show Fee as outlined in the contract cancellation & release rates section of addendum “Rates & Payments Schedule—Lobo Rainforest” (Attachment A) of this Lobo Rainforest Housing Contract.

7. **TERMINATION:** The following shall govern termination of the Lobo Rainforest Housing Contract. Unless otherwise noted, all charges and fees are assessed as outlined in the Lobo Rainforest Housing Contract cancellation & release rates section of addendum “Rates & Payments Schedule” (Attachment A).
- 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; the student still remains financially responsible for the contract.
 - 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; the student still remains financially responsible for the contract.
 - 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 housing charges made will be refunded 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 being enrolled at UNM but attending another school as part of UNM National Student Exchange or UNM Global Education Study Abroad programs, provided that written notice of termination is received by UNM Residence Life and Student Housing no later than the end of the 13th week of class of the fall semester or by the end of the 9th week of classes for the spring semester.
8. **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.
9. **AMENITIES:** Custodial services are provided for cleaning of public areas only. Students are required to keep their living areas clean, safe and sanitary. Each resident bedroom will be furnished with a bed, desk, chair and chest of drawers/armoire. Shared living area and kitchen/dining space will be furnished with couch, table and chairs. Each resident must individually furnish own pillow, blanket, personal towels, bed linens, kitchen items, and dining ware.

10. **RESIDENCE HALL COMMUNITY ASSOCIATION:** All residents are automatically enrolled in the Community Association of the hall or complex to which they reside. Mandatory social fees are included in the rates.
11. **MEAL PLANS:** Requirements and details will be available from the UNM Lobo Card Office or their designee.
12. **PARKING:** Parking permits are required for on-site parking and must be purchased through UNM Parking and Transportation Services (PATS). Requirements and details will be available from the UNM PATS or their designee.
13. **CHECK-OUT PROCEDURES:** Upon the expiration or early termination of the Lobo Rainforest Housing Contract, resident shall follow the check-out procedures as outlined in the Residence Hall Handbook.
14. **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.
15. **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 Hall Handbook, which shall be provided to 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, 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 to require 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.
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.

Attachment A

Housing Contract Rates & Payment Schedule

Lobo Rainforest

2017-2018

1. The 2017-2018 Lobo Rainforest Housing Contract Term begins August 15, 2017 and ends July 31, 2018. Lobo Rainforest remains open during fall, Thanksgiving, winter recess, spring break and the spring-to-summer intersession period. Staffing and office hours may be reduced during breaks, recess and intersession.
2. The Non Refundable Lobo Rainforest Housing Contract Fee is \$50.
3. This schedule, together with the student’s application and the UNM Residence Hall Contract – Lobo Rainforest Terms and Condition, shall constitute the Lobo Rainforest Housing Contract. Lobo Rainforest Housing Contract charges will be uploaded to the student’s bursar account three times per year coinciding with the Fall, Spring and Summer terms. Students will have the option to apply financial aid, loans or arrange a payment plan through the bursar’s office.
4. Residents are charged \$8088 contract fee for use of the unit during the Contract Term. Charges will be placed on the student’s University Bursar Account in three increments. Although billed in increments for the convenience of the resident, resident agrees that the contract fee is for the use of the unit during the entire Contract Term and will not be prorated in the event of early termination.

<u>Term</u>	<u># Months</u>	<u>Term Charge</u>
Fall	5	\$3370
Spring	5	\$3370
Summer	2	\$1348

Cancellation Policy

CONTRACT CANCELLATION & RELEASE RATES 2017-2018

UNM LOBO RAINFOREST CONTRACT COMMENCES AUGUST 15, 2017

FIRST DAY OF THE FALL 2017 SEMESTER CLASSES IS AUGUST 21, 2017

Any early check in constitutes commencement of the contract and the resident is subject contract release rates verses contract cancellation rates. Contract cancellations may incur a fee, depending on the date of the cancellation.

CANCELING AND NOT ATTENDING UNM FOR FALL SEMESTER: NOT ENROLLED FOR CLASSES ON UNM CENSUS DAY (END OF THE THIRD WEEK OF CLASSES)

Cancellation *before* contract begins on August 15:

- Cancellation received on or before May 12, 2017 **\$0**
- Cancellation received between May 13 and June 20, 2017 **\$300**
- Cancellation received between June 21 and July 20, 2017 **\$400**
- Cancellation received between July 21 and August 14, 2017 **\$500**

Release *after* contract begins on August 15 (Never enrolled or withdrawal from the University) **

- On or after contract commencement = **\$400 release fee + daily rate**
- No Show Fee (Failure to claim an assigned room by the first official day of class): **\$610**

CANCELING BUT STILL ATTENDING UNM FOR FALL SEMESTER ENROLLED FOR CLASSES ON UNM CENSUS DAY (END OF THE THIRD WEEK OF CLASSES) OR AT RELEASE

Cancellation *before* contract begins on August 15:

- Cancellation received on or before May 12, 2017 **\$0**
- Cancellation received between May 13 and June 20, 2017 **\$400**
- Cancellation received between June 21 and July 20, 2017 **\$600**
- Cancellation received between July 21 and August 14, 2017 **\$800**

Release *after* contract begins on August 15 (Remaining enrolled at the University) **

- On or after contract commencement = **\$400 release fee + Daily Rate +40% remaining contract**
- No Show Fee (Failure to claim an assigned room by the first official day of class): **\$2,350**

**Please contact the building coordinator for contract release request.