

This License Agreement for housing on the University of New Mexico's Campus (hereinafter, "License Agreement" or "Agreement") is entered by the undersigned resident and student of the University of New Mexico (hereinafter, "Student" or "Resident") and the Regents of the University of New Mexico for its Residence Life & Student Housing Department ("RLSH"), and shall be considered fully executed as of the date signed by the undersigned Student.

I. ELIGIBILITY & REGISTRATION

1. **Eligibility:** To be eligible to live in the residence halls, a student must be:
 - A. Enrolled for a minimum of six (6) credit hours (not including audit or removal of incomplete grades) for the active semester.
 - B. Making reasonable progress toward the completion of a degree.
2. **Exceptions:** Exceptions to these eligibility requirements may be granted by RLSH in its sole and absolute discretion.
3. **Ineligible:** A resident is deemed ineligible for housing if they fail to meet any of the conditions outlined in this Section or Section VII.3. of this Agreement. If deemed ineligible, the resident must completely vacate their assigned space by following the appropriate check-out procedure and completing any applicable License Agreement Cancellation or Release.
4. **Registration:** Housing registration is an entirely online process and includes a Registration Form and the submission of this License Agreement. All signatures are electronic and the submission of the Registration and Agreement initiates this Agreement.
 - A. New students may register for campus housing by submitting the signed License Agreement upon admission to the University and after receipt of a University identification number and creation of a University NetID.
 - B. Housing assignments do not automatically continue from one academic year to the next. Returning students must complete a new License Agreement for each Agreement term by the published date to be eligible for a housing assignment in that term.

II. TERM

1. **Main Campus Housing:**
 - A. The 2026-2027 Agreement term for Main Campus is one academic year, *beginning Thursday, August 13, 2026 and ending Friday, May 14, 2027.*
 - B. This Agreement **does not** include housing during University winter recess for students residing in Coronado, Alvarado, Laguna/DeVargas, Santa Clara, and Hokona. Residents must vacate these halls during the winter recess or register and submit an additional Winter License Agreement to remain in housing during the winter recess.
 - (1) Residents must vacate the building by 6:00PM on Friday, December 11, 2026.
 - (2) Residence halls will open for spring semester at 9:00AM on Friday, January 15, 2027 for both returning and new residents.
 - C. This Agreement **does** include housing during University winter recess for students residing in Redondo Village Apartments and Student Residence Center Apartments.
 - D. This Agreement **does not** include summer session. A separate Summer License Agreement is required.
 - (1) Residents must vacate all main campus buildings by 6:00PM on Friday, May 14, 2027.
2. **Lobo Rainforest:**
 - A. The 2026-2027 Agreement term for Lobo Rainforest is one annual year, *beginning Thursday, August 13, 2026 and ending Saturday, July 24, 2027.*

- (1) If a resident is leaving Lobo Rainforest at the end of a semester due to an approved License Agreement Release, the resident must fully vacate by 6:00PM on the date listed for the corresponding semester.
 - (a) Fall December 11, 2026
 - (b) Spring May 14, 2027
- B. All Lobo Rainforest residents who do not enter a License Agreement for the next year, must vacate their space by 12:00PM on Saturday, July 24, 2027.
3. **Early Arrivals and Continuous Occupancy:**
 - A. If a resident takes occupancy of their room prior to the listed start date of the Agreement term, the Agreement termination provisions commence at the time occupancy was claimed.
 - B. For residents remaining in their space from one License agreement year to the next, the term of this agreement will begin with the published moving dates from spring to summer or summer to fall.
 - (1) In the case of continuous occupancy, an annual inspection will be conducted by RLSH employees between term periods. The resident will be liable for damages discovered during the inspection.

III. OCCUPANCY

1. **Check-In Procedures:** Occupancy begins and ends on the dates outlined herein in Section II: TERM of this Agreement. Students must claim their assignment by checking-in prior to 5:00pm on the first day of classes for each semester.
 - A. **No Show:** RLSH will declare a resident to be a no show when any of the following conditions occur. No Shows constitute an automatic termination of the License Agreement, and the appropriate No Show Fee will be charged to the student's Bursar's Account in accordance with Section VII.1.B.
 - (1) The resident has failed to claim their assignment by checking in prior to 5:00pm on the first day of class.
 - (2) The resident has notified RLSH they will not be claiming their assigned space after the License Agreement term has started and has not completed a License Agreement Release.
 - (3) The resident submitted a License Agreement and was assigned a space after the start of the License Agreement term and has failed to claim the assignment by checking in within 7 calendar days of the assignment being made and being notified of the assignment by UNM email.
2. **Check-Out Procedures:** Upon the expiration or termination of this Agreement, residents must follow the check-out procedures as outlined in the Residence Hall Handbook. Failure to complete a proper check-out may result in additional charges.

IV. SPACE ASSIGNMENT

1. **Housing Assignments:**
 - A. To the extent that space is available, all students who submit this License Agreement are guaranteed to be assigned a space for the Agreement term. Students may be assigned to any available space, and space will be assigned in the following manner:
 - (1) Housing is first assigned to students renewing their Agreement from the previous academic year. If demand by required first-year students exceeds available space,

the University may limit the number of returning residents, transfer, withdraw, or cancel returning resident assignments.

- (2) After renewing residents have been assigned, new residents are assigned in the order of receipt of completed License Agreement.
 - B. **Living Learning Program:** Students can designate a preference to participate in the Living Learning Program. Insofar as occupancy allows, only students who request to live within a particular community will be placed there. Returning students are required to explicitly indicate continued preference for the specific community to be able to renew for that space. If a requested community is full or is discontinued, students will be assigned to an available space and charged the corresponding rate for the assigned space.
2. **Waitlist:**
 - A. If demand exceeds available space, students will be placed on a prioritized waitlist on a first come, first served basis.
 - B. Waitlisted students may withdraw their housing registration for no fee only in the following situations:
 - (1) Cancellation is submitted prior to the receipt of a housing assignment AND prior to the start of Agreement term.
 - (2) After the listed start date of the Agreement term, waitlisted students will be contacted before receiving a housing assignment. At the time of contact, they may forfeit their position on the waitlist and decline their housing assignment.
 - C. Once a waitlisted student has been sent notice of their housing assignment, they will be subject to the Agreement Cancellation or Release fees.
 3. **UNM Housing Facilities:**
 - A. **Space Types:** Space types may be re-designated from a single to a double, or double to a triple as warranted by department needs or occupancy demands. Redesignation may occur at any point prior to or during the Agreement term.
 - B. **Furnishings:** Individual room furnishings vary by location. Based on space availability, rooms are furnished with bed(s), drawers, desk(s), chair(s), and closet/armoire space. In the apartment-style halls, furniture is also provided for the shared living area and kitchen/dining space. Students are responsible for providing all personal effects. Depending on room configuration, some furnishings may be intended for use by more than a single room occupant.
 - C. **Cleanliness:** Residents are required to keep their living areas clean, safe and sanitary. Rooms will be inspected on a periodic basis to assure resident rooms maintain safety and sanitation expectations.
 - D. **Insurance:** UNM is not responsible for any loss, theft, or damage to personal property and effects, or the personal property and effects of guests, regardless of the cause of the loss, theft, or damage. We highly recommend that students obtain insurance coverage for personal property and effects.

V. ACCOMMODATIONS

Any student in need of a reasonable accommodation due to a documented disability should work with UNM's Accessibility Resource Center (arc.unm.edu) to determine the most appropriate accommodation for access to and participation in campus housing. RLSH provides accommodations in accordance with University Administrative Policy 2310.

1. If a space specifically designed or adapted for use by students with disabilities has been assigned to a student without disabilities and/or accommodation, the University reserves the right to reassign housing assignments to support access and participation in campus housing.

VI. LICENSE AGREEMENT RATES & FEES

1. **Non-Refundable License Agreement Fee:** The non-refundable License Agreement fee will be charged at the time of submitting the Agreement; this fee will be placed on the student's Bursar account. The fee will not be refunded under any circumstance.
2. **Payment:** All Housing charges are placed on the student's UNM Bursar Account.
 - A. In coordination with the UNM Bursar's Office any unpaid housing fees are subject to collection(s) efforts.
 - B. Students who have accounts in "collections" with the University will not be permitted to occupy their assigned space until their Bursar accounts are brought active

3. Main Campus Rates	Fall & Spring	Contract Rate
A. Traditional Double	\$3,000	\$6,000
B. Traditional Triple**	\$2,650	\$5,300
C. Traditional Single	\$4,000	\$8,000
D. Traditional Single w/ Bath*	\$4,250	\$8,500
E. Laguna/DeVargas Double	\$3,200	\$6,400
F. Laguna/DeVargas Single	\$4,200	\$8,400
G. Laguna/DeVargas Single w/ Bath*	\$4,450	\$8,900
H. Apartment Single	\$4,275	\$8,550
I. Apartment Double	\$3,200	\$6,400
J. Apartment Studio*	\$4,500	\$9,000

**Availability is extremely limited and generally reserved for students needing accommodations under the ADA.*

***Triple rooms will initially be charged at the double room rate and will receive credits at predetermined intervals if the room is assigned to triple capacity as of those dates*

4. Lobo Rainforest Rates	Fall & Spring	Contract Rate
A. Rainforest Shared Apt	\$5,400	\$10,800
B. Rainforest Full Apt*	\$10,800	\$21,600

**Availability is extremely limited and only permissible if space is available*

5. **Pro-rated Fees:** Proration for students moving in after the start of the semester begins with the third week of classes; all students who are assigned a space prior to the Monday of the third week of class will pay the full semester rate.

VII. AGREEMENT TERMINATION & ASSOCIATED FEES

1. **Termination Methods/Timelines:**
 - A. **License Agreement Cancellation:** A cancellation is the student-initiated termination of the Agreement initiated prior to the first day of the agreement term. A cancellation must be processed through RLSH and cannot be processed by any other UNM department. Cancellations may incur a fee depending on the date of cancellation and the student's enrollment status as of census date for the university. The fee will be applied to the Student Bursar's account as follows:

FALL 2026

On or before July 6, 2026	\$0	
On or before July 27, 2026	\$0 if no fall enrollment	\$500 if enrolled
On or before August 12, 2026	\$0 if no fall enrollment	\$900 if enrolled

SPRING 2027

On or before Dec 18, 2026	\$0	
On or before January 4, 2027	\$0 if no spring enrollment	\$250 if enrolled
On or before January 14, 2027	\$0 if no spring enrollment	\$500 if enrolled

1. Students who submit a License Agreement for immediate move-in after the Agreement term start date have 7 calendar days after submission to complete a cancellation, regardless of date of receipt of an assigned room; cancellations within these 7 days will be charged a fee of \$900.
2. Cancellation rates for Spring 2027 are only applicable to residents initiating the contract at the start of the Spring 2027 semester; any student living with RLSH for the Fall 2026 is considered a License Agreement Release.

- B. **No Show:** A No Show, as defined in Section III.1.a, is subject to termination fees. The No Show fees will be assessed based on a student’s enrollment status as follows:

Enrolled Students: Daily rate + 40% of remaining contract
Not Enrolled Students: Daily rate + 30% of remaining semester charge

- C. **License Agreement Release:** A release is the termination of the License Agreement after the Agreement term has started. Residents must submit a License Agreement Release request online through the housing portal. Release charges are based on the resident’s enrollments status and the later date between when the License Agreement Release is submitted AND the completed the move-out as follows:

Enrolled at date of release and move-out

On/Prior to Monday of class week 1	Daily Rate + 40% of remaining contract
On/prior to Friday of class week 3	Daily Rate + 50% of remaining contract
After Friday of class week 3	No refund for active semester + 20% of remaining contract

Not Enrolled at time of release and move-out

On/Prior to Monday of class week 1	Daily Rate + 30% of remaining semester charge
On/prior to Friday of class week 3	Daily Rate + 40% of remaining semester charge
On/Prior to Friday of class week 8	Daily Rate + 50% of remaining semester charge
After Friday of class week 8	No refund for active semester

Students who complete a License Agreement Release during the winter recess period will be charged the release rate for students who release on/prior to Monday of class week 1 for the following semester of the Agreement.

2. **Student Enrollment at time of Termination of License Agreement:** Exceptions to the enrollment categorization for Cancellation, No Show, or Release charges may be granted for students who are:
 - A. enrolled for less than six credit hours,
 - B. are participating in an official UNM approved program such as internship, Study Abroad, National Student Exchange, student teaching or practicum assignment located beyond the 30 mile radius
 - C. have completed all coursework and requirements necessary for an advanced degree and have officially advanced to “all but dissertation” status.
3. **Termination and/or Amendment by the University:**
 - A. The University, through RLSH, may terminate this License Agreement at any time and take possession of student’s space for any of the following reasons:
 - (1) The University cannot safely and/or efficiently operate the space for student housing;
 - (2) The student has Bursar holds which prevent the placement of housing charges;
 - (3) The student fails to take occupancy as previously outline in this License Agreement;
 - (4) The student is no longer eligible for student housing as specified in Section I;
 - (5) As a consequence of any disciplinary action against the student resulting from violation of any law, ordinance, regulation, or policy located in the Residence Hall Handbook, Student Code of Conduct, and/or any other University policy;
 - (6) Student’s enrollment is administratively terminated by the University, this License Agreement will automatically terminate; or
 - (7) for any other breach of this Agreement.
 - B. UNM reserves the right to amend, alter, or terminate the License Agreement, individually or en masse, should the closure of a building be necessary for the general health, safety, or welfare of the students, community, or University as a whole.

VIII. DAMAGES & LOST KEY/LOCK CHANGE

1. Resident is responsible for any University property missing from assigned space and property damages 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.
 - A. Damages discovered at/during/immediately following check-out or staff inspections between consecutive Agreements, will be charged according to the Damage Charge Schedule, which can be found online at housing.unm.edu.
 - B. Accidental or intentional damages discovered or reported during the Agreement term may be charged to the resident at the full cost of the repair.
2. **Lost Keys/Lock Change:** When a key is lost or stolen, the lock(s) must be changed by RLSH and the resident that is responsible for the loss will be charged for the lock change and the new key(s) on the student’s Bursar’s account. Specific details of the Residence Hall Key Policy and fee charges are outlined in the Residence Hall Handbook.

IX. ADDITIONAL REQUIREMENTS**1. Meal Plans:**

- A. All freshman students living on campus are required to purchase a Full Access Meal Plan. If a freshman does not select an eligible meal plan, the plan will default to the Lobo 15 weekly plan, which will be charged to the resident's Bursar account.
- B. Termination of Meal Plan - A student may only terminate their meal plan if there is an accompanying Housing License Agreement termination, which will be verified through RLSH. Students must email mealplans@unm.edu to terminate their meal plan. Upon termination of a License Agreement and the meal plan agreement, student will be charged a prorated weekly rate plus actual used dining dollars. A \$100 cancellation fee will apply to students who cancel after the first three weeks of the fall or spring semester.
- C. For Dietary exceptions, student will be directed to the La Posada Chef to accommodate their dietary needs. If an accommodation cannot be reached, student will be referred to the Accessibility Resource Center or the Office of Compliance, Ethics & Equal Opportunity to determine meal plan release eligibility. For more information on meal plan policies, please visit: <https://food.unm.edu/meal-plans/policies.html>.

2. Freshman Residency Requirement:

- A. By University policy, first year undergraduate enrolled students are required to live on campus. Exceptions may be considered on a case by case basis. For full details of the requirement, process and limitations for requesting exceptions, visit <https://housing.unm.edu/living-on-campus/freshman-residency-requirement.html>. The decision of the committee is final.
- B. All License Agreement Cancellation and Release requests for first-year students identified as required to live on campus are subject to review and determination by the Residency Appeals Committee evaluating all first year live-on exception requests.
- C. First-year undergraduate students required to live on campus may submit a release request only after a Freshmen Residency Exception Request has been submitted, reviewed, and determined by the committee evaluating all first year live-on exception requests. The decision of the committee is final
- D. Submission of a Freshmen Residency Exception Request does not constitute a License Agreement Cancellation or Release. Any student with an approved exception who previously applied for housing must complete the appropriate Cancellation or Release.
- E. Enrolled students who, at any time, do not meet the Freshman Residency Requirement will be charged an Unmet Residency Requirement Charge, which is the equivalent to the 2025-2026 No Show Fee.

- 3. **Residence Hall & Community Associations:** All main campus 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. Lobo Rainforest is evaluated for participation annually and participation may change dependent on resident interest and/or needs

X. APPEALS

Students may appeal certain charges incurred by this Agreement. Full details on situations that qualify for an appeal, as well as information about the process, is updated annually in the Residence Hall Handbook. To be eligible for consideration, appeals must be submitted by the following time limits:

1. Damages, lock changes, keys– Resident must submit completed appeal within 10 calendar days of notification of the charge.
2. Space related charges (room fee, cancellation, or release) – Resident must submit the completed appeal within 60 days of the end of the term in which charges are incurred.

XI. REGULATIONS

Resident shall observe all laws, regulations, ordinances, and University polices. Policies specific to residence hall living are contained in the Residence Life and Student Housing Residence Hall Handbook, which is hereby incorporated into this License Agreement by reference. Residents shall be provided the Handbook upon check-in and is also available on the RLSH website. Resident acknowledges and unconditionally agrees that:

1. The University shall have the right to inspect all spaces, without prior notice or consent, if necessary for inventory, occupancy, fire protection, sanitation, health, safety, maintenance, or policy enforcement.
2. The University may control, by administrative directive the use of spaces in the event of an epidemic or community emergency.
3. The University may require a resident to vacate their living area and/or require the resident move to a different living assignment for any reason.
4. **Access to Student Information:** Students are the only individuals who have access to any information regarding their residency as outlined in Family Educational Rights and Privacy Act (FERPA). The student may grant other people permission to their information through the Registrar’s Office only.

XII. NON-TRANSFERABILITY & NON-ASSIGNABILITY

This License Agreement is not transferable or assignable to another person. The resident understands that they may not assign, advertise for, or allow short term rental use of their space to any other person at any time.

XIII. LIMITATION OF UNIVERSITY LIABILITY

1. 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.
2. 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.
3. The liability of the University will be subject in all cases to the immunities of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended.

XIV. GOVERNING LAW

This Agreement will be construed, interpreted, governed, and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its choice of law provisions.

ONLY SIGNATURES TO FOLLOW