

UNM Residence Hall Housing

Terms And Conditions For Housing Application And Room & Board Contract

1) **CONTRACT PERIOD:**

- a) The term of this contract is one academic year as indicated on the Application. This agreement provides housing for fall and spring semesters, and does not provide housing during the period between semesters and summer session, except that for the Residence Hall Apartments the contract provides housing for the winter interim between semesters. Students residing in Traditional Halls may purchase a separate winter interim session contract, and will be required to relocate to the designated facilities for the winter interim.
- b) A resident at the close of the contract term must vacate his/her room no later than the date of residence hall closing, 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.
- c) The term commences and ends in conjunction with regular residence hall operating dates. Charges, as specified in the Rates&Payment Schedule, are calculated to reflect contractual days the student has physical possession of the accommodation. Students moving in after the contract has begun will be charged a pro-rated amount for the remaining period of the contract.
- d) In order for a resident to opt out of the academic year contract, they must meet certain academic requirements, which can include but are not limited to: mid-year graduation, failure to enroll at the University for the spring semester, or student exchange status. Petitions for release from spring charges must be submitted in writing by November 30th to the Housing Reservations Office for verification and will be considered on a case-by-case basis.
- e) Contracts may be renewed for the subsequent academic year by the last day of the spring semester. Students who fail to renew prior to deadline will be subject to the higher new resident rate and will lose housing assignment and priority status. Renewing residents may contract on a semester-only basis at a premium price as stated in the Rates&Payments Schedule.

2) **RATES:**

- a) Room and board rates are set as a component of the University's budget process. These rates are published by the Housing Reservations Office as the "Rates&Payments Schedule", and are available for the expected academic year of enrollment through the Housing Reservations Office. By reference, the Rates&Payments Schedule is made a part of the Housing application and this contract.
- b) University Housing reserves the right to change rates prior to any renewal of the application and contract. The rates are not expected to increase by more than 10 percent annually, but that is not guaranteed.
- c) Parking permits are required for resident vehicles, and are purchased through a separate process that is not part of this contract.

University Housing's Responsibilities

- 3) **FACILITIES:** Each resident must furnish his/her own pillow, blanket, personal towels and bed linens. University Housing furnishes each resident a telephone, an extra-long (80") twin bed, chest of drawers, desk, chair, and closet space. In the Apartments, furniture is also provided for the shared living area and kitchen/dining space.
 - a) **Traditional Halls** include Alvarado, Coronado, Laguna/DeVargas, Santa Ana, Santa Clara, and Hokona. Traditional halls are a mixture of double occupancy, single and deluxe single rooms.
 - b) **Residence Hall Apartments** include the Redondo Village Apartments and the Student Residence Center. Apartments are either 4 or 6 bedrooms with a kitchen, living area and 1 or 2 bathrooms.
 - c) Housing provides a scheduled housekeeping program of cleaning and sanitation for all public areas.

- 4) **ASSIGNMENTS:** Insofar as space allows, consideration is given to an applicant's choice of residence halls. Residence hall space is first reserved for students returning to the halls from the previous semester. The remaining space is reserved for new residents in the order of receipt of APPLICATION, PERFORMANCE DEPOSIT, AND CONTRACT PRE-PAYMENT, as referenced in the Rates&Payments Schedule. **Room reservations are contingent upon receipt of the contract pre-payment due at the time the application is submitted.** Initial room assignment is furnished upon student's arrival and check-in. Room type can be redesignated 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. See section (20) for eligibility requirements.
- 5) **MEALS:** The room and board contract may include meals in the dining hall according to meal plan(s) outlined in the Rates&Payment Schedule. The rates for board do not provide for meals during official University recesses, between semesters and during holidays. Actual dates are available from the Food Service Office. Board meal service commences 24 hours after the halls open for occupancy. Meals are not transferable and credit is not given for meals missed. Dining Points may only be redeemed in Campus Food Service Venues. Unused Points are non-refundable. All Dining Point balances are forfeited on any cancelled contract, and at the end of each spring semester. Dining Points are NOT Lobocash. Meal service concludes on the day the semester ends with the noon meal for fall and spring.
- 6) **UNIVERSITY HOUSING WILL WHEN NECESSARY:**
- a) Have the right to inspect all rooms, without prior notice or consent if it deems necessary, for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement;
 - b) Control, by medical direction, the use of rooms in the event of an epidemic;
 - c) Have the right to vacate a resident's living area and require students to move to other Housing residence hall accommodations;
 - d) Have the right to require non-disabled assignees of space adapted or designated for use by the disabled to move to other campus accommodations that it specifies.
- 7) **PERFORMANCE DEPOSIT:** THIS CONTRACT WILL NOT BE CONSIDERED WITHOUT A PERFORMANCE DEPOSIT, which is refundable subject to offset against resident's outstanding financial obligation resulting from the terms of the contract or cost associated with contract cancellations and/or other outstanding financial obligations to the University.
- a) DEPOSIT REFUND -- The deposit is fully refunded ONLY when a resident:
 - i) Has been declared academically ineligible to enter, continue, or return to the University; or
 - ii) Has reached the completion date of the full contract period, has paid all contractual payments, and has cleared the halls through the appropriate check-out procedures.
 - b) FORFEITURE OF DEPOSIT
 - i) The deposit is forfeited if the contract is not paid in full by the completion date of the full contract term.
 - ii) The deposit or a percentage thereof as specified in the Rates&Payment Schedule is forfeited as liquidated damages for failure to claim space within 24 hours after the start of the first official day of classes or upon written cancellation of contract.
- 8) **LIABILITY OF UNIVERSITY HOUSING:**
- The University shall not be liable for any failure, delay, or interruption in performing its obligations herein stated 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 officers, agents, and employees are liable for the loss, theft, disappearance, damage, or destruction at any time or in any place of any property belonging to, used by, or in the custody of any resident, no matter where such property may normally be kept, used, or stored.

9) TERMINATION OF CONTRACT:

University Housing may terminate this contract and take possession of any room at any time for violation of any of the provisions herein, as a consequence of disciplinary action, or for failure to satisfy specified financial obligations. The contract is automatically terminated if a student's enrollment is administratively terminated. See paragraph (18) for the financial consequences of termination of contract.

Resident's Responsibilities

10) FAILURE TO OCCUPY ASSIGNED ROOMS: Residence hall reservations must be claimed within 24 hours after the start of the first official day of classes. Failure to claim the space by such a time will result in cancellation of the contract, forfeiture of the performance deposit and a daily rate for the first week of the contract.

11) APARTMENT MATE/ROOMMATE VACANCY:

- a) When a vacancy occurs in a double room, the remaining resident must locate a new roommate, move, or assume an increased room rate per week in addition to the double room charge. The weekly charge as specified in the Rates&Payment Schedule is effective on the date the "double as single" option is elected or the date the roommate vacated, depending on the specific situation.
- b) When a vacancy occurs in an apartment, the remaining residents may be asked to consolidate vacancies at the discretion of University Housing.

12) MEAL PLAN and POINTS LEVEL: All residents must select a meal plan. The meal plans have been grouped together based on the level available to their room assignment type. See Rates&Payments Schedule for description and grouping of current meal plan options.

- a) Residents of Traditional Halls assigned to a double occupancy or single occupancy room must choose from a meal plan within Group A.
- b) Residents of a Deluxe Single room that are freshmen who have not reached the age of 21 years old by September 1st of the academic year must choose from either Group A or B. Residents of an Apartment that are freshmen who have not reached the age of 21 years old by September 1st of the academic year must also choose from either Group A or B.
- c) Non-freshmen or freshmen age 21 and over who are assigned to an Apartment may choose from any of the meal plans in Groups A, B, or C.
- d) All board meals are served in La Posada Dining Hall. Meals are available Monday through Friday (breakfast, lunch, dinner) and weekends (brunch and dinner). Dining Points are a separate Spending Account used for Campus Food Services Venues ONLY. Dining Points are not refundable. All unused dining points are forfeited upon cancellation of a contract, and after completion of the contract term at the end of the spring semester.
- e) Residents not selecting a Meal Plan will be assigned to the minimum block plan within Group A. Meal Plan changes may be made only during the scheduled meal plan change period early in each semester through the Housing Reservations Office.

13) RESIDENCE HALL COMMUNITY ASSOCIATION: Signing this contract constitutes agreement to accept membership in the Community Association of the hall or complex to which the resident is assigned and to all responsibilities of such membership. Dues are specified on the current Rates&Payment Schedule and are in addition to the room and board rate.

14) HOUSING REGULATIONS: Residents agree to observe the policies and expectations that govern residence hall living. A complete list of policies and expectations contained in the Residence Hall Handbook is provided upon check-in to the residence halls. The following is provided as a partial list: A resident is expected to observe all federal, state, and local laws and ordinances. A resident must observe all University and Housing policies regarding possession or use of alcohol, illegal drugs, or gambling. In addition, a resident is expected to observe health, safety, and maintenance-related regulations governing group living. The following activities are prohibited: Possessing firearms or other potential weapons; keeping pets (except fish in a tank no larger than 15-gallon capacity); using electrical equipment requiring heavy

electrical output or high fire potential, such as cooking, electric heating devices, or unapproved refrigerators; using outside aerials or antennas; having water beds; parking motorized cycles in areas other than designated lots; using or threatening to use physical violence against other residents or staff personnel (physical violence may result in an immediate cancellation of the Housing Contract); tampering with security and fire equipment. Failure to comply may subject the resident to sanctions, including contract termination, and removal from University Housing and/or possible disciplinary sanctions by the Dean of Students Office.

15) INFORMATION DISCLOSURE: Residents must inform the Housing Reservations Office in writing if they do not want their telephone number disclosed.

16) CHECK-OUT PROCEDURES:

- a) At the completion of the contract term, or upon cancellation, each resident is required to follow the proper check-out procedures as outlined in the Residence Hall Handbook.
- b) Housing reserves the right to charge an improper check-out fee for failure to comply, and to remove the belongings and place them in storage at the student's expense for removing and handling. Such items not claimed within 30 days will be disposed of by Housing. The improper check-out fee is specified in the Rates&Payment Schedule.

17) DAMAGES: Each resident is financially responsible for any University Housing property missing from his/her room or damaged beyond normal wear and use. All residents may also collectively share financial responsibility for damages that occur in the common areas.

18) CANCELLATION: Charges specified below will be made in case of cancellation or disciplinary termination. Failure to obtain Admission and/or failure to enroll in classes does not automatically cancel your Room and Board Contract. Students who have submitted an application but who are not admitted or not enrolled must follow the contract cancellation procedures described in this paragraph. Contract cancellations must be accomplished in writing and signed by the student applicant and must be received by the Housing Reservations Office. Failure to claim assignment within 24 hours after the start of the first official day of classes will constitute a cancellation.

CHARGES AND PROCESS FOR CONTRACT CANCELLATIONS

- a) Prior to halls opening: When a written and signed contract cancellation is received by the Housing Reservations Office prior to the day the residence halls open for the semester, room and board payments received will be refunded, less a cancellation charge as specified in the Rates&Payment Schedule. See Rates&Payment Schedule for semester opening dates.
- b) After the halls open: When a written and signed contract cancellation is received by the Housing Reservations Office after the halls open, the resident is subject to forfeiture of the deposit and a cancellation charge as specified in the Rates&Payment Schedule. Students moving out of a residence hall during the contract term must begin the contract release process at the Housing Reservations Office. Additionally, the resident must appropriately check out of the room with a Resident Assistant or be subject to an improper check-out fee.
- c) Failure to claim assignment within 24 hours after the start of the first official day of classes will constitute a cancellation. Failure to claim the space by such a time will result in forfeiture of the performance deposit and a daily rate for the first week of the contract.
- d) When the student cancels or fails to renew and the student has not cleared the halls through the appropriate check-out procedures and/or has not removed his/her belongings from the residence halls, Housing reserves the right to charge an improper check-out fee and to remove the belongings and place them in storage at the student's expense for removing and handling. Such items not claimed within 30 days will be disposed of by Housing. The improper check-out fee is specified in the Rates&Payment Schedule.

19) FINANCIAL RESPONSIBILITIES: The resident agrees to pay all financial obligations set forth in the contract when due. Financial aid recipients must apply all financial aid available to their room and board charges after payment of tuition. In all cases where financial aid is insufficient to cover all charges, the balance due is the responsibility of the aid recipient.

20) ELIGIBILITY FOR HOUSING:

- a) In order to remain eligible for room and board in the residence halls, the 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.
- b) Although the student must be enrolled, there is no minimum hour requirement for the summer session. In addition, renewing residents with a contract for the following fall semester may elect to purchase a summer contract without summer enrollment. See separate summer session contract and summer Rate Schedule for applicable terms and conditions.