

Additional policies and procedures are detailed in the UNM Residence Hall Handbook (Handbook) published annually and, by this reference, are incorporated in the UNM Residence Life & Student Housing License Agreement. The current version of the Handbook is available online at housing.unm.edu.

1. ELIGIBILITY:

- a. In order to be eligible to live in the residence halls a student must be:
 - i. Enrolled for a minimum of six (6) semester hours (not including audit or removal of incomplete grades) during both fall and spring semesters.
 - ii. And must show reasonable progress toward the pursuit of a degree.
 - iii. Exceptions to these eligibility requirements may be granted by UNM Residence Life and Student Housing in its sole and absolute discretion.
 - iv. Student Family Housing (SFH) has additional eligibility requirements which are outlined in the Registration form and online at housing.unm.edu.
- b. **Ineligible:** A resident is deemed ineligible for housing by the University as a result of not meeting any of the conditions outlined above, or in the event of agreement termination under Section 11.a herein. If deemed ineligible, the resident must move out of their assigned space by following the appropriate check-out procedure and may still be required to complete an applicable License Agreement Cancellation or Release.
- c. **Student Family Housing Household Members:** Resident recognizes and agrees that their household members are not parties or third-party beneficiaries to this contract, but are guests of the Resident. In the event that the household members are not UNM students, Resident acknowledges and agrees that the household members are subject to the UNM Visitor Code of Conduct.

2. TERM:

- a. **Main Campus Housing:**
 - i. The term of the License Agreement for Main Campus is one academic year and includes space for the fall and spring semesters beginning **August 11, 2020 through May 15, 2021**.
 - ii. Except for apartment-style residence halls (Redondo Village Apartments and Student Residence Center), this License Agreement does not include housing during the University winter recess. Students residing in traditional and suite style residence halls (Coronado, Alvarado, Laguna/DeVargas, Santa Clara and Hokona) must move out of the halls during the winter recess closure or purchase an additional Winter License Agreement to provide housing during this time on a space-available basis.
 1. Traditional and suite style halls will close for the winter recess; residents assigned to these buildings who do not have an additional Winter License Agreement, must move out of their space by the time the buildings close at 2:00PM on December 12, 2020.
 2. Residents who purchase an additional license agreement for winter recess must temporarily relocate to a designated facility before buildings close and must relocate back to their spring assignment when buildings re-open.
 3. Traditional and suite style halls will open for spring semester on January 14, 2021 for both returning and new residents.
 - iii. This Agreement does not cover the summer session; a separate Summer License Agreement is required. Summer session housing space will be designated in advance.
 1. All main campus housing residents who do not have an additional Summer License Agreement must move out of their space by the time the buildings closes at 2:00PM on May 15, 2021.
- b. **Satellite Housing:**
 - i. Satellite Housing here and in the rest of the agreement refers to Student Family Housing and Lobo Rainforest properties.
 - ii. The term of the License Agreement for satellite areas is one annual year (fall, spring, winter recess and summer) beginning **August 11, 2020 through July 27, 2021**.
 1. For satellite housing residents leaving at the end of a semester as a result of an approved License Agreement Release, the resident must be checked out of their assigned space by 5:00PM on the date listed for the corresponding semester.

- a. Fall December 21, 2020
 - b. Spring May 31, 2021
- iii. All Satellite Housing residents who are not continuing to an additional year License Agreement must vacate their space by 2:00PM on July 31, 2021.
- c. **All UNM Housing Facilities:**
 - i. For residents remaining in the same space from one license agreement to the next or those in spaces which have been continuously assigned to them, there is an annual inspection performed by Residence Life and Student Housing employees in June or July. Dependent upon the results of the inspection, the resident may be assessed and liable for damages at this time.
 - ii. For additional information regarding your housing unit, please refer to the UNM Residence Handbook.

3. SPACE ASSIGNMENT:

a. Main Campus:

- i. All students who submit this License Agreement are guaranteed to be assigned a space for the academic year (fall and spring). Insofar as space allows, consideration for placement will be given to an applicant's choice of residence hall(s) and space type.
 - 1. Residence hall space is first assigned to students renewing their Housing License Agreement from the previous academic year. If demand by required first-year students exceeds available space in a particular residence hall, the University may limit the number of returning residents in that location, or transfer or withdraw returning resident from the requested assignment.
 - 2. After renewing residents have been assigned, new residents are assigned in the order of receipt of completed Housing License Agreement.
 - 3. If Main Campus space is unavailable, students will be referred to RLSH Satellite Housing or private partner properties.
- ii. 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.
- iii. New students may complete the Housing License Agreement once admitted to the University, upon receipt of a University identification number, and after creation of a University NetID.
- iv. **Living Learning Program:** Students can designate a preference to be housed within a community of 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.
- v. **Renewal Assignment:** Renewal assignment is achieved by completing a new License Agreement for the upcoming License Agreement term by the published date. Assignments are based on space availability.
- vi. **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. Satellite housing properties are evaluated for participation annually and participation may change dependent on resident interest and/or needs.

b. Satellite Housing:

- i. All students who submit this License Agreement will be assigned a space for the license agreement term, insofar as space allows.
 - 1. Satellite Housing space is first assigned to students renewing their Housing License Agreement from the previous license agreement term.
 - 2. After renewing residents have been assigned, new residents are assigned in the order of receipt of completed Housing License Agreement.

3. If demand by required first-year students exceeds available space on Main Campus, residence may be referred to the Satellite Housing facilities where their assignments may be given priority status over returning resident assignments.
4. If space is full in Satellite Housing, non-family applicants will be assigned to main campus space.

c. All UNM Housing Facilities:

- i. **Amenities:** UNM Residence Life and Student Housing provides custodial services for cleaning of public areas only.
- ii. **Furnishings:** individual space furnishings vary based on location.
 1. *Main Campus & Rainforest:* UNM Residence Life and Student Housing furnishes each resident a bed, drawers, desk, chair, 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.
 2. *Student Family Housing:* Apartments are unfurnished; all furnishings and personal effects must be provided by the student.

4. OCCUPANCY

- a. **Check-In Procedures:** Occupancy begins and ends on the dates outlined herein in Section 2: TERM. Students must claim their assignment by checking in prior to 5:00pm on the first day of classes for each semester.
 - i. Students who apply and are assigned after the start of the license agreement term must claim their space within one week (7 calendar days) of their assignment being made. Students will be notified via UNM email when their assignment has been made.
 - ii. *Failure to Claim Assigned Space:* Failure to claim the assigned space by completing the check-in procedures above shall constitute an automatic termination of the License Agreement, and the appropriate **No Show Fee will be charged to the student's Bursar's Account.**
- b. **Check-Out Procedures:** Upon the expiration or early termination of this License Agreement, resident must follow the check-out procedures as outlined in the Handbook by the dates listed in Section 2: TERM. Failure to complete a proper checkout (moving out of the space, cleaning, key/fob returns, and inspection) **may result in additional charges.**
- c. **Expectations:** Residents are required to keep their living areas clean, safe and sanitary.
- 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. We recommend that students obtain insurance coverage for personal property and effects.

5. FINANCIAL OBLIGATIONS:

- a. **Non-Refundable License Agreement Fee:** The UNM Residence License Agreement will only be considered with the charge of the non-refundable License Agreement fee, which is due at the time of signing. The License Agreement fee shall not be refunded to the student and is non-appealable.
- b. **License Agreement Term Rates:**

i. Main Campus	Fall & Spring	Contract Rate	
1. Traditional Double	\$2,445	\$4,890	
2. Traditional Single	\$3,045	\$6,090	
3. Traditional Deluxe Single	\$3,195	\$6,390	
4. Traditional Single w/ Bath*	\$3,295	\$6,590	
5. Suite Double	\$2,595	\$5,190	
6. Suite Single	\$3,195	\$6,390	
7. Suite Single w/ Bath*	\$3,445	\$6,890	
8. Apartment Single	\$3,295	\$6,590	
9. Apartment Studio*	\$3,545	\$7,090	
*Availability is extremely limited and generally reserved for students needing accommodations under the ADA.			
ii. Satellite Areas	Fall & Spring	Summer	Contract Rate
1. Rainforest Single	\$3,345	\$1,338	\$8,028

2. Rainforest Navajo Nation	\$978	\$390	\$2,346
3. SFH One Bedroom Flat	\$3,320	\$1,328	\$7,968
4. SFH Two Bedroom Flat	\$3,995	\$1,598	\$9,588
5. SFH Two Bedroom Town	\$4,070	\$1,628	\$9,768
6. SFH Three Bedroom Town	\$4,445	\$1,778	\$10,668

- iii. Proration for students checking in after the start of the semester will not begin until the second week of classes; all students who check in prior to the start of the second week of class will pay the full price for the term.
- c. **License Agreement Cancellation:** A cancellation is the termination of the License Agreement initiated by a student prior to the first day of the License Agreement term. A License Agreement cancellation must be processed through UNM Residence Life and Student Housing and cannot be processed by any other UNM department, including UNM Admissions. License Agreement cancellations may incur a cancellation fee depending on the date of cancellation, the student's enrollment status as of the date of cancellation submission, and census date for the university.
 - i. Not Enrolled Students
 - 1. Cancellation received on or before May 15, 2020 - \$0
 - 2. Cancellation received between May 16 and June 19, 2020 - \$300
 - 3. Cancellation received between June 20 and July 19, 2020 - \$400
 - 4. Cancellation received between July 20 and August 10, 2020 - \$500
 - ii. Enrolled Students
 - 1. Cancellation received on or before May 15, 2020 - \$0
 - 2. Cancellation received between May 16 and June 19, 2020 - \$300
 - 3. Cancellation received between June 20 and July 19, 2020 - \$600
 - 4. Cancellation received between July 20 and August 10, 2020 - \$900
 - iii. Students who apply for immediate move-in after the License Agreement term start date have one week (7 days) after submission of the License Agreement to complete a cancellation, regardless of receipt of an assigned room; cancellations within this 7 days will be charged a fee of \$900.
- d. **No Show:** A "No Show" is a resident who fails to claim their assigned space according to the dates and deadlines previously outlined in Section 4.a. or a student who notifies RLSH they will not be claiming occupancy as of the first day of the License Agreement Term. A student designated as a No Show will have their License Agreement administratively cancelled by the department. For all students declared a No Show, the No Show Fee will be assessed to the student's Bursar's account. The fees will be as follows:
 - i. Remain enrolled in the University Equivalent to the release rate for class week 1
 - ii. Not enrolled in the University-Main Campus Fall \$650 Spring \$650
 - iii. Not enrolled in University-Satellite Area Fall \$710 Spring \$710 Summer \$345
- e. **License Agreement Release:** A release is the termination of the License Agreement after the resident has taken occupancy of the space assignment or after the first day of classes for the semester, whichever occurs first. Residents wishing to terminate their License Agreement must submit a contract release request through a Hall Coordinator, Area Coordinator, or Assistant Director of Residence Life employed by UNM Residence Life and Student Housing. To request a License Agreement release, contact your Hall/Area Coordinator. License Agreement Releases incur fees and charges associated with the date of the completion of the License Agreement Release and the actual move out date; the later of these two dates is what is used to determine fees.
 - i. Main Campus
 - 1. Not Enrolled Students
 - a. Fall Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate
 - ii. Class week 7-11 \$500 Release Fee + Daily Rate + 40% of remaining semester
 - iii. Class week 12-13 No Refund (no additional fees)
 - iv. Class week 14+ No Refund + \$500 Release Fee

- b. Spring Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate
 - ii. Class week 7-11 \$500 Release Fee + Daily Rate + 40% of remaining semester
 - iii. Class week 12+ No Refund
 - 2. Enrolled Students
 - a. Fall Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate + 40% of remaining contract
 - ii. Class week 7-13 No refund for Fall + 40% of spring portion
 - iii. Class week 14+ No refund for Fall + \$500 Release fee + 40% of spring portion
 - b. Spring Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate + 40% of remaining semester
 - ii. Class weeks 7+ No Refund
- ii. Satellite Areas
 - 1. Not Enrolled Students
 - a. Fall Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate
 - ii. Class week 7-11 \$500 Release Fee + Daily Rate + 40% of remaining semester
 - iii. Class week 12-13 No Refund (no additional fees)
 - iv. Class week 14+ No Refund + \$500 Release Fee
 - b. Spring Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate
 - ii. Class week 7-11 \$500 Release Fee + Daily Rate + 40% of remaining semester
 - iii. Class week 12-13 No Refund
 - iv. Class week 14+ No Refund + \$200 Release Fee
 - c. Summer Semester
 - i. Contract week 1-6 \$200 Release Fee + Daily Rate
 - ii. Contract week 7+ No refund
 - 2. Enrolled Students
 - a. Fall Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate + 40% of remainder of contract
 - ii. Class week 7-13 No fall refund + 40% of remaining contract
 - iii. Class week 14+ No Refund + \$500 Release Fee + 40% of remaining contract
 - b. Spring Semester
 - i. Class week 1-6 \$500 Release Fee + Daily Rate + 40% of remaining contract
 - ii. Class week 7-13 No Spring refund + 40% of remaining contract
 - iii. Class week 14+ No Refund + \$200 Release Fee + 40% of summer semester
 - c. Summer Semester
 - i. Contract week 1-4 \$200 Release Fee + Daily Rate + 40% of remaining summer
 - ii. Contract week 5+ No refund
- f. **Damages:** Resident is responsible for any University property missing from assigned space 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. Damages will be processed and applied to the student's Bursar's account based on the following:

- i. Damages discovered at/during/immediately following check-out, staff inspection between consecutive License Agreements, or as identified during the license agreement period, will be charged according to the corresponding Damage Charge Schedule, which can be found online at housing.unm.edu and incorporated into this Agreement.
 - ii. Accidental or intentional damages occurring during the License Agreement year may be charged to the resident at the full cost of the repair.
 - iii. **Lost Keys/Lock Change/Fob Replacement:**
 1. When a key or fob is lost or stolen, the fob/lock(s) will be changed and the resident that is responsible for the loss will be charged for the lock change and the new key(s) or fob on the student's Bursar's account. Specific details of the Residence Hall Key Policy is outlined in the Residence Hall Handbook.
- 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 for 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.
- h. Non-payment & Collections:
- i. All Housing charges are placed on the student's UNM Bursar Account; in coordination with the UNM Bursar's Office any unpaid housing fees are subject to collection(s) efforts.
 - ii. 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.

6. REGULATIONS:

Resident shall observe all laws, regulations, ordinances and University polices. Policies governing residence hall living are contained in the Residence Life and Student Housing Residence Hall Handbook, which is incorporated herein by reference, and shall be provided to the resident upon check-in. Student acknowledges and unconditionally agrees that:

- a. 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.
- b. The University may control, by medical direction, the use of spaces in the event of an epidemic or community emergency.
- c. The University has the right to vacate a resident's living area and to require the student to move to other residence hall accommodations.
- d. The University has the right to require non-disabled assignees to move to other campus accommodations, when the space is adapted or designated for use by the disabled. .
- e. **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.

7. LIMITATION OF UNIVERSITY LIABILITY:

- a. 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.

- b. 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.
- c. 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.

8. FRESHMAN RESIDENCY REQUIREMENT:

- a. By University policy, first year undergraduate enrolled students are required to live on campus, unless their established home address is within a 30-mile radius of campus, or they are at least 20 years of age at the beginning of the academic year. 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>.
- 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. The decision of the committee is final.
- c. 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**.
- d. Enrolled students who at any time do not meet the Freshman Residency Requirement, will be charged an Unmet Residency Requirement Charge.

9. ADDITIONAL REQUIREMENTS:

- a. **Meal Plans:**
 - i. Residents may be required by the University to purchase a meal plan based on class status and/or college experience. Requirements and details will be available from the UNM Lobo Card Office or their designee.
- b. **Parking:**
 - i. Main campus parking permits are required for on campus parking and must be purchased through UNM Parking and Transportation Services (PATS).
 - ii. Satellite areas may require the purchase of a parking permit for on-site parking. Requirements and details will be available from UNM PATS or their designee.
 - iii. Cancellation or Release of the Housing License Agreement will result in notification to UNM PATS regarding change in residency status.

10. TRANSFERABILITY: This License Agreement is not transferable or assignable to another person. The resident understands that they may not sublease their space to any other person at any time.

11. TERMINATION: The following shall govern termination of this License Agreement.

- a. By UNM: UNM Residence Life and Student Housing may terminate this License Agreement at any time and take possession of student's space:
 - i. if student has Bursar holds which prevent the placement of housing charges,
 - ii. if student fails to take occupancy as previously outline in this License Agreement,
 - iii. if students' enrollment falls below the required hours for eligibility or the student shows no reasonable progress toward the pursuit of a degree,
 - iv. as a consequence of any disciplinary action against the student resulting from violation of any federal or state law, ordinance, or regulation, located in the Residence Life and Student Housing Residence Hall Handbook and/or in University policy,
 - v. if student's enrollment is administratively terminated by the University, this License Agreement shall automatically terminate, or
 - vi. for any other breach of this License Agreement.
- b. By Student: Student may terminate this License Agreement electronically by submitting the required application for the following:
 - i. Prior to the commencement of the License Agreement Term, as outlined in Section 5.c
 - ii. After the commencement of the License Agreement Term, as outlined in section 5.e.

- iii. Student may terminate this License Agreement after the commencement of the License Agreement Term without penalty under specific conditions:
 1. All UNM Housing Facilities: Notification and supporting documentation must be received via a License Agreement Release Application by UNM Residence Life and Student Housing no later than the end of the 13th week of class of the fall semester. Situations which qualify for non-penalty release are:
 - a. Mid-year graduation,
 - b. University withdrawal, or military activation
 - c. Student participation in official UNM approved program (such as internship, Study Abroad, National Student Exchange, student teaching or practicum assignment located beyond the 30 mile radius), or
 - d. Completion of all coursework and requirements necessary for an advanced degree and have officially advanced to "all but dissertation" status
 2. Satellite Housing: Due to the inclusion of the summer within the License agreement term, Satellite Housing residents may apply for non-penalty release for termination of summer portion of annual License Agreement without charge in the spring semester for the same conditions listed above. Notification and supporting documentation must be received via License Agreement Release Application by UNM Residence Life and Student Housing no later than the end of the 13th week of spring semester.
 - a. Students residing at Student Family Housing may apply for a release without penalty if another family member residing in the space meets all eligibility requirements and completes a License Agreement for immediate move-in.
 3. **Notification received after the previously outlined dates will be subject to the release fee.**
- iv. 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.

Rev. 10/09/2019