



First Year Residential Experience Housing Agreement 2017-2018

IMPORTANT NOTICE: SUBMISSION BY THE STUDENT AND ACCEPTANCE BY THE UNIVERSITY OF A STUDENT HOUSING APPLICATION FORM EXECUTES THIS HOUSING AGREEMENT AND IMPLIES ACCEPTANCE ON THE PART OF THE STUDENT OF ALL TERMS AND CONDITIONS STATED HEREIN.

AGREEMENT

The undersigned (Student), and the Regents of New Mexico State University (NMSU), hereby enter into this First Year Residential Experience Housing Agreement (Agreement) upon the following terms and conditions. The Student understands that NMSU will not permit the Student to occupy a Housing Unit, as defined below, without agreement to all the terms and conditions contained in the Agreement. This Agreement is personal and non-transferable. The Student is not permitted to assign or sublease the Housing Unit.

DEFINITIONS OF TERMS

Cancellation: Prior to the official university housing move-in day established on the NMSU calendar, the Student may cancel his or her application for housing by notifying Housing and Residential Life in writing. Refunds are subject to the refund schedule found herein.

Guest: Any person, including spouses, partners, significant others, and relatives, who has been personally invited by the Student to enter Residence Halls.

Housing Unit: Living area occupied by the Student pursuant to this Agreement.

Improper Check-out: The Student fails to follow established procedures for checking out of his or her Housing Unit. Improper checkouts carry a financial penalty and can include a charge for lock changes if the keys are not returned as well as applicable cleaning or damage charges.

Occupancy: Occupancy is established upon assignment of a Housing Unit on the established move-in date on NMSU'S academic calendar. Issuance of a key (or encoding of a card) to the Student for a specified Housing Unit is not required nor actual physical presence by the Student is not required for Occupancy by the Student.

Residence Halls: Are Garcia East, Garcia West, Piñon Hall, and Rhodes-Garrett-Hamiel.

Rules & Regulations: For the purpose of this Housing Agreement, Rules and Regulations includes all NMSU Policies and Rules, by way of example, but without limitation, NMSU's Regents Policies, Administrative Rules and Procedures of NMSU, the NMSU Student Handbook (including the Student Social Code of Conduct), the Schedule of Classes, NMSU Parking Policies, NMSU Sales and Solicitation regulations, and Housing & Residential Life rules/regulations. The Rules and Regulations may be amended from time to time during the occupancy period. The Student must comply completely and fully, and is bound by the Rules and Regulations. Housing Guides and Policies may be found on the Housing and Residential Life website at housing.nmsu.edu/guide. The Student has the obligation to be fully aware of Rules and Regulations that affect this Agreement.

Student Athlete: A division I NCAA eligible athlete at NMSU.

Term: The term of this Agreement is one academic year (fall and spring semesters). If this Agreement is entered into after the start of the fall semester, the term is for the remainder of the fall and spring semesters. Occupancy ends at the conclusion of the term of the Agreement or when the Student has received written authorization from the Director of Housing and Residential Life, or his/her designee, of termination of the Agreement. Garcia East and West are the only Residence Halls open during Winter Break.

Termination: Termination occurs at the end of the term of occupancy or when this Agreement is terminated. Termination is possible after occupancy when approved by NMSU at the Student's request whereby the Student must receive written authorization from the Director of Housing and Residential Life, or designee, or when initiated by NMSU for disciplinary reasons, severe and repeated behavior issues, or for failure to maintain eligibility. NMSU may also terminate this Agreement for any material breach of this Agreement by the Student. This Agreement will also terminate in the event the Housing Unit is destroyed, or otherwise made unavailable, and NMSU cannot furnish other accommodations. Upon termination of the Housing Agreement, the Student is required to vacate the Housing Unit. If the Student does not vacate the Housing Unit in a timely manner, NMSU may take any action it deems appropriate, without further notice, including restricted access to the Housing Unit, or eviction (a lock change and removal of all personal property). The resident remains liable for all fees related to removal and storage of possessions. Eviction may carry a financial penalty and may result in the denial of future applications for campus housing.

1. FIRST YEAR RESIDENTIAL EXPERIENCE (FYRE) HOUSING ELIGIBILITY

- a) To be eligible to live in NMSU housing, the Student must be an admitted and registered NMSU student and be at least 16 years of age at the time of occupancy.
- b) The Student must maintain half-time status of a full-time student per semester. Students with zero credits are not eligible to reside in NMSU housing. Students approved to take less credits for a semester must take a full credit load (12-15 credit hours) in future semesters. For summer sessions, residents must either be an enrolled NMSU student or demonstrate a full academic course load for the subsequent fall semester, and transition to one of the NMSU apartment communities. Residents who are not registered as a Student or who fall below the minimum credit requirements, without prior written approval from the Director of Housing and Residential Life, are not eligible to reside in NMSU housing unless granted an exception by Housing & Residential Life. While dropping below the credit minimum will render you ineligible to living NMSU housing, it does not automatically release you from all financial obligations under NMSU housing contract.
- c) Spouses or children of applicants/residents are not permitted to reside in the Residence Halls other than in guest or professional staff member apartments.

2. APPLICATIONS, FACILITIES ASSIGNMENTS, UNIT PREFERENCES, and RIGHT OF REFUSAL

- a) **Applications:** First Year Residential Experience Campus Housing Application (Application) are reviewed based on the Application Acceptance Policy. NMSU will assign accommodations subject to the space availability.
- b) **Preferences:** NMSU Department of Housing & Residential Life (Housing & Residential Life) will attempt to honor the preferences expressed by the Student for specific facilities, unit, Living Learning Community, room type, roommate/suitemate, or other requested options subject to the space availability. Housing & Residential Life does not guarantee the assignment of a particular facility, unit, Living Learning Community, room type, roommate/suitemate, or other requested options based on the Student's preferences.
- c) **Right of Refusal:** NMSU reserves the right to reject any Application and terminate the Housing Agreement if it becomes apparent the student misrepresented facts or did not fully disclose information on the Application or as otherwise requested by NMSU. Additional examples of reasons for refusal include, but are not limited to, individuals who have a criminal history, individuals who have behavioral problems which may, in opinion of NMSU, negatively impact the group living environment, individuals who have been previously evicted from campus housing, or individuals who have poor rental histories.
- d) **Living Learning Communities:** Students who request Living Learning Communities (LLCs) must be eligible according to the criteria designed by the sponsoring Academic department or University unit as described on the Housing & Residential Life's website (housing.nmsu.edu/llc).
 - i) Students who request a Living Learning Community understand that this preference will supersede any other room/unit type preference, including roommate/suitemate requests.
- b) **Inclusive Housing:** Inclusive Housing, or Gender Inclusive Housing, includes housing for students who do not identify concretely along the gender binary or have special needs related to the gender of the unit for which they are assigned. Students may volunteer to be considered to live in Inclusive Housing or may request to be assigned outright into this unit type. Housing and Residential Life will designate a select number of rooms in each of the residence hall facilities, inclusive of Living Learning Communities, that will be utilized for Inclusive Housing. These spaces will be assigned on a first-come, first-serve basis. Housing and Residential Life reserves the right to convert designated spaces back to general assignment space given resident demand.
- c) **Student Athletes:** NMSU first year student athletes will be assigned to NMSU housing as part of the reserved space agreement between Housing & Residential Life.
 - 1) Student Athlete assigns to NMSU'S Athletics Department any rights they may have to procure NMSU housing, request a change of their housing assignment, or request cancellation of the Agreement.
 - 2) If a Student Athlete is no longer part of a sport team, they will not be allowed to remain in a reserved space unless approved in writing by Housing & Residential Life.
- d) **Accommodations:** If the Student is assigned to a Housing Unit that is designed as a space for residents with a disability, NMSU reserves the right to transfer the Student to another Housing Unit should a student with a disability require use of the space.
- e) **Room Transfer:** No room changes are allowed between August 1st and NMSU census date. Census date can be found at uar.nmsu.edu. Subsequently, an official room transfer period and room optimization process will be facilitated by Housing and Residential Life, if space permits.
- f) **Cancellations:** NMSU reserves the right to cancel an assignment in the interest of order, health, safety or discipline.
- g) **Facilities Reassignment:** NMSU reserves the right to reassign the Student to a different Housing Unit at any time during the contract period for any lawful reason, including, but not limited to change in room designation, safety and security (including health related epidemic), consolidation or space optimization, to accommodate staffing needs, major repairs or facility failures, temporary closures of facilities during extended University break periods, or in the interest of the community.
 - 1) NMSU also reserves the right to assign/reassign applicants/residents to any available Housing Unit, even if it is not the student's preference.
 - 2) When NMSU deems it necessary, students may be required to move to other accommodations. When such circumstances occur, the Student agrees to complete the move within the time specified by Housing and Residential Life - usually within 48 hours.

3. TERMS OF PAYMENT/HOUSING CHARGES

- a) **Responsibility for Charges:** The resident agrees to pay the Housing Unit and meal plan rates upon entering this Agreement.
 - 1) All NMSU students living in the residence halls must be on one of the NMSU meal plans. First-year students are required to have one of two University-mandated meal plans (Aggie 230 or Aggie Unlimited) while residing in the Residence Halls.
 - 2) All housing and meal plan charges will be billed, by semester, to each resident's Student Financial Account.
- b) **Housing Charges:** The Student shall be responsible for a non-refundable application fee for both housing and meal plans, a housing deposit, room rental charges, meal plan charges, and a non-refundable student activity fee for the Residence Hall Association (Student Government Campus Residence – SGCR fee).
- 1) **Housing Deposit of Rent:** A \$200 housing deposit must accompany the Application. The housing deposit is due at the time of initial application and is maintained without interest.
 - a. The housing deposit may be applied toward rental charges, damages; or may be forfeited in the event of the Agreement cancellation or the Agreement termination.
 - b. Late move-ins (defined as moving in after the last day to register for classes for a regular academic semester) will be charged the full semester rate.
 - c. A separate \$200 housing deposit is required for summer school applications.
- 2) **Room Rental Charges:** Rental charges are due and payable at University Accounts Receivable, in conjunction with other charges (i.e., meal plans, tuition, fees, etc.). Rental charges will be assessed on a semester’s basis. Rental charges are subject to all applicable policies and procedures as established by NMSU and administered through University Accounts Receivable.
- 3) **Meal Plan Charges:** Meal plan charges will also be assessed on a semester basis with University Accounts Receivable.
- 4) **SGCR/RHA Activity Fee:** The Student also agrees to pay the student activity fee assessed by the Residence Hall Association for the purposes of community development and events by RHA and the community councils for each facility. The current RHA/SGCR annual activity fee is \$28 assessed in two \$14 semester installments.
- 5) **Other Payments:** The Student agrees to pay NMSU for any damage incurred to the Housing Unit during this occupancy (including group damage billing) and for all expenses incurred by NMSU in restoring the Housing Unit and its contents to clean and good condition, excluding reasonable wear and tear and damage by the elements, at the termination of occupancy. In addition, the Student agrees to pay NMSU other fees that may be requested or assessed from time to time (such as a first-time application fee, an activity/programming fee, or other administrative fees related to NMSU discipline process).
- a) **Agreement Obligations:** If the Student breaches any provision of the Agreement, NMSU may, at its election, terminate the Agreement and retain all payments made hereunder and/or it may seek any other remedy in law or in equity which it may elect, including, but not limited to, eviction, specific performance of the Agreement, and damages. The Student agrees to pay all reasonable costs, attorney’s fees and expenses incurred by NMSU in enforcing the Agreement.
- b) **Charges and Refunds:** Under normal circumstances, charges fall into two categories: before occupancy and after occupancy.
 - 1) **Before Occupancy:** The schedule that follows explains the various cancellation deadlines and housing deposit refunds. All cancellations must be made in writing to Housing and Residential Life. Refunds are calculated based on the date of receipt of the cancellation correspondence.

Fall / Spring	Charge	Refund	Room Rental Fees
Cancellation on or before May 1 (Fall Applicant) or December 1 (Spring Applicant)	- 0 -	\$200	- 0 -
Cancellation <u>by</u> July 15 (Fall Applicant) or December 15 (Spring Applicant)	\$100	\$100	- 0 -
Cancellation <u>after</u> July 15 (Fall Applicant) or December 15 (Spring Applicant)	\$200	- 0 -	- 0 -
No Show Cancellation (The Student does not arrive to claim the assigned space by 5 PM on University Move-In date, or when a late move-in does not claim the assigned space within 24 hours of assigned time.)	\$200	- 0 -	Room charges through University census date

- 2) **After Occupancy:** Once the Student occupies a Housing Unit, the Student must petition Housing and Residential Life for approval of the Agreement termination.
 - a. A student who petitions for termination of the Agreement after the University move-in date, and remains an NMSU student, and is not approved by Housing and Residential Life, will be billed at 100% of contract.
 - b. A student who petitions for termination of the Agreement after the University move-in date, and petitions to terminate for non-attendance after the university census date, will be billed at 100% of the fall semester costs.
 - c. A student who petitions for termination of the Agreement after the University move-in date, and has been approved for termination by Housing and Residential Life for one of the reasons outlined in Section 5, Letter B (except non-attendance), will be responsible at a nightly rate and forfeits the housing deposit.

- d. Unauthorized move-outs, without formal release from the Agreement, will be billed at 100% for all charges due and owing under the terms of the Agreement.
- 3) **Appeals for Damage Charges:** Students have 30 days from the date charges are posted to their student account to appeal charges posted to their account for damage, needed repairs, or other loss caused by the Occupant's negligence.

4. GENERAL UNIVERSITY POLICIES

- a) **Abandoned Property:** Any property of the student left in the Housing Unit following the expiration of the Agreement or termination of occupancy will be deemed abandoned and the Student authorizes NMSU to dispose of it.
- b) **Construction:** Students are advised that construction activity may inconvenience them to varying degrees. The construction activity may involve excess dirt, noise or both. Residents are also advised that, while it is impossible to know the extent of such inconveniences, these situations may prove to be difficult. High demand for NMSU-operated housing requires that all spaces remain open to students. The financial requirements involved in operating a fully self-supporting auxiliary housing program do not allow for any adjustments to housing-related charges to compensate if construction-related inconveniences occur or if something beyond Housing & Residential Life's control prevents or delays delivery of services under this Agreement.
- c) **Responsibility for Damage or Loss:** The Student's signature on the Room /Unit Condition Report establishes the Student's acceptance of the condition of the Housing Unit and its contents at the time of occupancy and, therefore, becomes the standard for the living space and its contents at the termination of occupancy. The Student specifically agrees to be liable for damage or other loss or damage, not the result of ordinary wear and tear, incurred to the Housing Unit, furniture and equipment. NMSU and the Student will cooperate in the care of the Housing Unit and grounds. The Student is responsible for exercising reasonable care in keeping the Housing Unit in an orderly, safe and sanitary condition. The Student is expected to notify Housing and Residential Life of damage or needed repairs in a timely manner via the established work order procedure.
- d) **Search and Entry:** The Student specifically agrees to be bound by the Search and Entry procedures of NMSU. NMSU's Search and Entry policy is found in the current "NMSU Student Handbook."
 - (1) NMSU reserves the right of entry to the Housing Unit by authorized representatives for the purpose of inspection, establishment of order, repairs, maintenance, inventory correction, extermination, cleaning, or in case of emergency or other reasonable purposes.
 - (2) Housing and Residential Life staff may enter a Housing Unit, after knocking, without written authorization when there exists immediate and compelling cause or emergency circumstances.
 - (3) Evidence of regulatory or statutory violations that exist in plain and open view of the entering staff members may be used in initiating disciplinary procedures.
 - (4) Upon presentation of reasonable cause, Director of Housing and Residential Life Leadership Team, or designee, may issue authorization for the search of a designated Housing Unit and the contents thereof. The authorization stating the reason(s), cause(s), or condition(s) necessitating the search must be presented to the designated occupant(s) prior to the search.
- e) **University Liability:** NMSU assumes no responsibility for the loss, damage or theft of personal property belonging to, or in the custody of, the Student for any cause whatsoever, whether such losses occur in Housing Unit, public areas or elsewhere in the residential complex. The Student is encouraged to carry personal property insurance. The Student agrees to save and hold harmless NMSU for injuries of any kind or nature occurring on the premises assigned to him or her. NMSU will not be responsible for disruption in services that are beyond NMSU'S control. In the event of utility or facility disruptions housing charges will not be reimbursed.
- f) **WAIVER AND INDEMNITY: WITH THE EXCEPTION OF THOSE CLAIMS ARISING OUT OF NMSU'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, NMSU WILL NOT BE LIABLE TO THE STUDENT, OR THOSE CLAIMING THROUGH OR UNDER THE STUDENT, FOR INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ACTS OF NATURE, FIRE, WATER, SMOKE, UTILITY EQUIPMENT MALFUNCTIONS, OR CAUSED BY THE NEGLIGENT CONDUCT OR ACTS OF ANY PERSON OCCURRING IN OR ABOUT THE HOUSING UNIT OR RESIDENCE HALLS AND THE STUDENT WILL INDEMNIFY AND HOLD NMSU HARMLESS FROM SUCH CLAIM AND DAMAGE. NMSU LIABILITY WILL BE STRICTLY LIMITED BY AND THIS AGREEMENT WILL GIVE FULL EFFECT TO THE INTENT OF THE TORT CLAIMS ACT, SECTION 41-40-1 ET SEQ., NMSU 1978, AND ANY AMENDMENTS THERETO.**

5. TERMINATION OF AGREEMENT AND/OR OCCUPANCY

- a) **By NMSU – Enforcement of the Agreement**
 - 1) **Suspension or Termination for Behavior Reason:** Immediate interim suspension of the Agreement may occur when, in the opinion of NMSU, the student's behavior and/or presence represents a real and present danger to the residential community.
 - i) A member of the Housing Leadership Team – Director or Associate Directors who serve in the back-up on-call duty rotation – may issue a letter of interim suspension, of the Agreement, with the permission of the Director of Housing and Residential Life and/or Dean of Students. The Director of Housing and Residential Life, Dean of Students, or designees may issue Termination of the Agreement letters.
 - ii) In such cases, the student will be required to vacate the Housing Unit immediately under the supervision of the Housing and

Residential Life staff or by campus police.

- iii) NMSU may initiate termination with cause within the timeframe specified by the judicial process. This process can be found within the Student Social Code of Conduct.
 - iv) Reinstatement of the Student into the living area may occur at the conclusion of adjudication of the case through NMSU discipline process or upon completion of administrative review when the outcome so necessitates.
 - v) Termination for behavior can result from the adjudication of the judicial process with a responsible finding, or severe and repeated behavior issues on NMSU property.
 - vi) Termination by NMSU for behavior carries a financial penalty, which includes responsibility of the Housing Unit rental charges for the remainder of term of the Agreement, Housing Unit lock change (if applicable), removal of all personal property, restoration of the Housing Unit to check-in condition, and/or legal fees (if applicable).
- 2) Should the Agreement be terminated due to the Student's failure to meet or maintain the eligibility requirements set forth herein, the Student agrees to vacate the Housing Unit within twenty-four (24) hours unless permission to remain longer has been obtained, in writing, from the Director of Housing and Residential Life, or a designee.

b) By the Student

- 1) The Student may request termination of the Agreement by submitting a Petition to Terminate form along with supporting documentation. Said requests will be processed in compliance with the Agreement. In all instances, the burden of proof will rest with the Student when proof of policy compliance is required. Students should not make other living arrangements until official approval has been received. Students may petition to terminate the Agreement only for one of the following reasons:

A. Non-attendance

- a. **Graduation:** Approved upon verification of graduation and payment of the graduation fee.
- b. **Official withdrawal from NMSU:** Approved upon completion of the withdrawal process.
 - a. **Transfer-** if the Student is formally leaving NMSU to attend another institution; termination will be approved upon verification of the transfer.
 - b. **Intention to not re-enroll for the spring semester:** Students who petition to terminate the Agreement at the end of the fall term based on non-attendance for the spring term will be screened at the conclusion of the spring registration process. If spring attendance is detected, Housing and Residential Life reserves the right to fully assess charges applicable under the Agreement.
- c. **University Sponsored Academic Commitment Away from Las Cruces:** If the Student is participating in an approved program outside of the Las Cruces area, termination will be approved upon verification of program participation.
 - a. Co-op Program or University-sponsored academic internship
 - b. Student Teaching
 - c. Study Abroad, International Exchange, or Domestic Exchange Program (NSSE)

- B. Marriage or Domestic Partnership or birth of a child:** Agreement termination due to marriage, domestic partnership, or birth of a child will be approved no sooner than two weeks prior to the date of the official ceremony (or birth) with supporting documentation. For purposes of the Agreement, Housing and Residential Life defines and qualifies domestic partnerships under the same guidelines as defined by NMSU for benefits. Please refer to the NMSU Benefits Services web page benefits.nmsu.edu for information on domestic partnership qualifications.

- C. Other Extenuating Circumstance:** Similar to the Residency Requirement exemptions process, the Housing Exemptions Committee will review Petitions to Terminate for Extenuating Circumstances.

- a) **Financial or Medical Hardship or Personal Crisis:** Students requesting termination due to financial hardship must demonstrate, through supporting documentation, a significant and unexpected change in their financial situation over which the resident has no control, or that of any other(s) supporting the resident, from the time the Agreement was initiated to the present. Residents requesting termination, based on a personal crisis must provide documentation to verify the claim and demonstrate that Housing and Residential Life is unable to provide any accommodation on campus that will meet their needs. Extenuating health concerns and medical emergencies are examples of situations that may be included under this condition.

6. **Amendment of The Agreement:** The Student agrees that NMSU may amend the terms and conditions of the Agreement. The Student's continued occupancy, after notification of the new terms and conditions will constitute the Agreement by the Student to such new terms and conditions.

7. **Relationship of the Parties:** The relationship created by this Agreement between NMSU and the Student is that of licensor and licensee, and NOT landlord tenant.

8. **Waiver:** The failure or refusal of NMSU to insist on strict performance of the Agreement, including permitting a breach by the Student to occur, will not preclude NMSU from enforcement of its right under the Agreement.

9. **Governing Law:** The laws of the State of New Mexico will govern this Agreement, without giving effect to its choice of law provisions. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Student acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
10. **Non-Discrimination Clause:** NMSU does not discriminate based on age, ancestry, skin color, disability, gender identity, genetic information, national origin, pregnancy, race, religion, serious medical condition, sex, sexual orientation, spousal affiliation, or protected veteran status.
11. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of this Agreement will not be affected.

Important notice: Submission and acceptance of a housing application form executes the Agreement and implies acceptance on the part of the Student of all terms and conditions stated herein.

Student's Full Name: _____ Aggie ID #: _____

Parent's Full Name: _____

Parent's Signature: _____ Date: _____