



Student Name: _____ Aggie ID #: _____

Male Female

University Classification: FR SO JR SR GR

Address: _____
(For use limited to Housing and Residential Life office) City State Zip

Cell Phone: _____ Home Phone: _____

Housing status updates will be sent to the cell phone # provided via text message. If you do NOT want to receive text notifications, check box to OPT OUT

Email: _____ Anticipated Move In: Fall '16 & Spring' 17 Spring 2017

Do you have a health problem or physical disability you wish to be considered during the assignment process? Yes No

Have you even been convicted of a felony? Yes No

Smoking Preference Nonsmoking Smoking OK

First Year Students

Mark up to 4 preferences: 1=highest, 4=lowest. Choose halls only or halls & LLCs.

Garcia West

- _____ Ag, Consumer & Env Sciences (ACES) LLC
- _____ Natural Sciences LLC
- _____ Education LLC
- _____ Impact Community

Garcia East

- _____ Business LLC
- _____ Professional Golf Management LLC
- _____ Fine Arts LLC
- _____ iD LLC (Innovation Den)
- _____ Balance Community

Rhodes-Garrett-Hamiel

Select suite-style or community bathroom

Occupancy Preference:

Double Triple Single (limited availability)

- _____ iD LLC (Innovation Den)
- _____ Honors College LLC
- _____ Engineering LLC
- _____ Pre-Pharmacy LLC
- _____ CAMP LLC

Piñon Hall

Upperclassmen & Non-Traditional Students

Mark up to 4 preferences: 1=highest, 4=lowest.

You may apply for residence halls or apartments, or a combination of the two.

Cervantes Village

- _____ Two bedroom with apartment-mate
- _____ Two bedroom private (space available basis only)
- _____ Four bedroom
- _____ Efficiency suite
- _____ Any Available

Vista Del Monte

- _____ Two bedroom with apartment-mate
- _____ Two bedroom private (space available basis only)
- _____ Global Village
- _____ Graduate Community (assigned from waiting list)

Chamisa Village

- _____ Two bedroom with apartment-mate
- _____ Four bedroom with apartment-mates
- _____ One bedroom
- _____ Any Available

Greek/ROTC

- _____ ROTC (select ARMY or AIR FORCE)
- _____ Greek (specify chapter _____)

Roommate/Suitemate/Apartment-mate Requests—all areas (optional)

Name: _____

Aggie ID # or DOB: _____

Roommate Suitemate Apartment-mate

Name: _____

Aggie ID # or DOB: _____

Roommate Suitemate Apartment-mate

Name: _____

Aggie ID # or DOB: _____

Roommate Suitemate Apartment-mate

Office Use Only

Date Received Payment Info Computer Entry

Your signature on this application constitutes an acceptance of the terms and conditions of the Housing Agreement. If you are under the age of 18 at the time you submit this application, please have your parent(s) or legal guardian(s) sign as well.

Student's Signature: _____

Date: _____

Parent's Full Name (printed) _____

Relationship: _____

Parent's Signature: _____

Date: _____



Instructions for Campus Housing Application Process

Please read through all of the forms and agreements before you complete the application. Be sure to pay close attention to the Housing Agreement. Once you have signed and submitted the application form, the terms of the agreement apply. Occupancy Terms: First-year, upperclassmen & non-traditional student housing beginning in the fall is for an academic year. To qualify for single student housing, the student agrees to be continuously enrolled in at least half-time or more at either the undergraduate or graduate level during the fall and spring semesters as a degree seeking student. Enrollment may be at the Las Cruces main campus or the Dona Ana Community College, or some combination thereof. Exceptions may be considered for doctoral level students. Occupancy beginning in spring is for a single semester. Housing in summer is available by session. Summer housing is available in apartment communities only.

First-time Students

- Students who successfully completed high school and/or took the GED, has never attended college before.
- First time students who live in campus residence halls are required to participate in the meal plan program. You may submit your meal plan application along with your housing application. **Please include the required housing deposit of \$200 plus the non-refundable application fee of \$15 with the housing application. Please include the \$15 application fee for the meal plan. The total of \$230 may be combined into one check, money order or credit card transaction.** Your application may not be processed without appropriate payment or deferment.
- You may indicate your preference of residence hall and/or Living Learning Community (LLC) by marking your preferences in numerical order 1 (highest) through 4 (lowest). LLCs are residence hall specific. Selection of an LLC indicates your choice of the host residence hall. Participation in an LLC is voluntary. Most LLCs require that you are a member of that group.
- You may request a specific roommate and/or suitemate. Please ensure requests are mutual and living area preferences match.

Upperclassmen & Non-traditional Students

- Students with 2 regular semesters of college attendance after high school graduation, or non-traditional circumstances, may apply to live in either apartment communities or residence hall communities. Upperclassmen are not required to participate in a meal plan, although a number of options are available. **Please include the required housing deposit of \$200 plus the non-refundable application fee of \$15 with the housing application. If you elect to participate in a meal plan, please include the \$15 application fee for the meal plan. The total of \$230 may be combined into one check, money order or credit card transaction.** Your application may not be processed without appropriate payment or deferment.
- Please indicate your preference of living area by marking your preferences 1 (highest) through 9 (lowest). You may request a roommate or apartment-mate. Requests must be mutual.
- The graduate community is assigned from a date-based priority waiting list.

Application Acceptance Policy - The University reserves the right to refuse to give a housing assignment to any student. 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 the opinion of the University, negatively impact the group living environment, individuals who have been previously evicted from campus housing, or individuals who have poor rental histories.

The University reserves the right to cancel a request for housing services and/or terminate the Housing Agreement if it becomes apparent the student misrepresented facts or did not fully disclose information on this application form or as otherwise requested by the University.

Please remember, applying for campus housing requires a financial commitment. If you change your mind before you begin using the services, some or all of the housing deposit will be forfeited. Refer to the refund schedule found in the Housing Agreement for specific dates and refund amounts. Application fees are nonrefundable.

After your housing application has been received and processed, a confirmation letter will be sent by mail and NMSU email. For fall semester applicants, building and room assignments will be made concurrent with new student registration programs beginning in late in April. For spring semester applicants, assignments will be made and available in December. Please check your NMSU email account and your myhousing account (located at <https://housing.nmsu.edu/myhousing>) regularly for updates.

Mail all required materials and payments to:

Housing and Residential Life
MSC 3BB
New Mexico State University
P.O. Box 30001
Las Cruces, NM 88003-8001

Applications are also accepted in person:

At the NMSU Housing Office located on the main campus in Corbett Center Student Union behind the information desk. Office hours are Monday through Friday, 8AM to 5PM, with the exception of University holidays.



Student Housing Agreement

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, hereinafter called the "Student," and the Board of Regents of New Mexico State University, hereinafter called the "University," hereby enter into this Student Housing Agreement upon the following terms and conditions. The Student understands the University will not permit the Student to occupy a room/apartment/unit without the Student's agreement to all terms and conditions listed as a part of this Agreement.

DEFINITIONS OF TERMS

Cancellation -- Before occupancy (see definition below) and prior to 5 p.m. on the first day of classes, the Student may cancel his/her application for housing by notifying the Housing and Residential Life Office in writing. Refunds are subject to the refund schedule found herein.

Eviction -- Upon administrative/disciplinary termination of the Housing Agreement, the Student is required to vacate the assigned room/apartment/unit. If the Student does not vacate the assigned room/apartment/unit, the University may take any action it deems appropriate including restricted access to the unit, 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.

Guest- means an individual (including spouses and/or family members) who has been personally invited by a student/resident to enter into the resident's housing unit; remaining there, subject to the provisions of the housing and residential life requirements.

Improper Check-out -- The Student fails to follow established procedures for checking out of his/her room/apartment/unit. Improper checkouts carry a financial penalty plus the charge for lock changes if the keys are not returned at departure, and any other applicable cleaning and damage charges.

Policies/Regulations -- For the purpose of this Housing Agreement, Policies/Regulations include, but are not limited to, policies of the Board of Regents as they are adopted from time to time, the NMSU Student Handbook (which includes the Student Social Code of Conduct), the Schedule of Classes, NMSU Parking Policies, NMSU Sales and Solicitation Policies, and policies and procedures of the Department of Housing and Residential Life. These Policies/Regulations may be amended from time to time during the occupancy period. The student, residing in the assigned unit, shall comply completely and fully, and be bound by these Policies/Regulations. Notification procedures for Policies/Regulations changes may be found on the Housing and Residential Life web site. The Student, residing in the unit, has the obligation to be fully aware of Policies/Regulations that affect this Housing Agreement.

Occupancy -- Occupancy is established upon issuance of a key (or encoding of a card) to the Student for a specified room/apartment/unit and does not require actual physical presence by the Student or his/her possessions.

Occupant -- Refers to the registered Student residing in the dwelling unit.

Single Student Housing -- For the purpose of this Agreement, the following areas are defined as single student housing: all residence halls, the on-campus Greek Housing, certain areas of Cervantes Village, Chamisa Village and Vista del Monte apartment complex, and other areas which may be specifically identified as housing for single students.

Term -- The term of occupancy for single students occupying a residence hall or apartment shall be for the entire academic year (fall and spring semesters) or summer term. If entered into after the start of the fall semester, for the remainder of the fall and spring semesters. The term of occupancy for single student housing includes University holidays which fall between each semester opening and closing date, as specified elsewhere herein. Occupancy ends at the conclusion of the Agreement period or when the Student has received written authorization from the Director of Housing and Residential Life, or his/her designee, to terminate the Agreement.

Termination -- Termination occurs at the end of the term of occupancy or when the relationship between the Student and the University is formally discontinued. Termination is possible after occupancy when approved by the University 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 the University for disciplinary reasons or for failure to maintain eligibility. Termination may occur by breach of the Housing Agreement by the Student.

APPLICATIONS AND ASSIGNMENTS

Applications are reviewed based on the Application Acceptance Policy referenced herein. The University will assign accommodations subject to the space available. The University will not guarantee assignments to particular buildings, types of accommodations, specific rooms or apartments, roommates, or single rooms. The University reserves the right to change or cancel assignments in the interest of order, health, safety, or discipline with appropriate written notice.

SINGLE STUDENT HOUSING ELIGIBILITY

- a) To reside in single student housing, the Student must be regularly admitted to NMSU and continuously enrolled in at least half-time or more at either the undergraduate or graduate level during the fall and spring semesters as degree seeking. Enrollment may be at the Las Cruces main campus or the Dona Ana Community College, or some combination thereof. Exceptions may be considered for doctoral level students. Students not enrolled for course work or otherwise considered “registered,” are not eligible for Single Student Housing during the regular academic year.
 - 1) Special eligibility requirements for the single student: Transfer students are eligible for apartments if a minimum of 28 credit hours have been earned at the time of move-in, or completion of two regular academic semesters. Students who are first time students as defined herein are not eligible for apartment communities.
- b) Residents enrolled during the regular academic year are not required to enroll during summer sessions in order to continue occupancy (dependent upon availability) providing they have otherwise maintained their eligibility for on-campus housing, their summer rental charges are paid in advance, and they have maintained a viable relationship with the University (i.e., pre-registered for fall classes, employed in a student capacity, submitted a fall housing application, or other similar circumstance).
- c) The Student will immediately notify the Director of Housing and Residential Life, or his/her designee, of any irregularities in enrollment status or other special circumstances that may affect eligibility for occupancy.

PERMIT FOR USE

The University grants a permit to the Student to reside in Single Student housing at the University during the term of the Agreement, except in cases where a temporary assignment may be necessary. The University does not guarantee assignment to specific areas, types of units, or individual unit addresses. Spaces in campus housing are to be occupied only by the person(s) properly assigned to them by Housing officials. Room assignments are not transferable; subletting is not permitted.

TERMS OF PAYMENT / REFUNDS / LATE PAYMENT CHARGE / EVICTION

Single Student Housing

- a) Housing Deposit of Rent - A \$200 housing deposit must accompany the application for Single Student Housing for a regular academic year and a separate \$200 housing deposit is required for summer school applications. The housing deposit is due at the time of initial application and is maintained without interest. The housing deposit may be applied toward rental charges, damages; or may be forfeited in the event of Agreement cancellation or Agreement termination. 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
- b) 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 shall be assessed on a semester’s basis. Rental charges are subject to all applicable policies and procedures as established by the University and administered through University Accounts Receivable.
- c) Other Payments - The Student agrees to pay the University for any damage incurred to the premises during this occupancy (including group damage billing) and for all expenses incurred by the University in restoring the room/apartment 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 the University 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 the University discipline process).
- d) Agreement Obligations - If the Student shall default in complying with any provision of this Agreement, the University may, at its election, terminate this 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 this Agreement, and damages. The Student agrees to pay all reasonable costs, attorney’s fees and expenses incurred by the University in enforcing this Agreement.
- e) Charges and Refunds - Under normal circumstances, charges fall into two categories: before occupancy and after occupancy.

Before Occupancy - The schedule that follows explains the various cancellation deadlines and housing deposit refunds. All cancellations must be made in writing to the Housing and Residential Life Office. Refunds are calculated based on the date of receipt of the cancellation correspondence.

Fall / Spring	Charge	Refund
Cancellation on or before May 1 by first time students who will not be attending NMSU	- 0 -	\$200
Cancellation by June 1 (Fall Applicant) or November 1 (Spring Applicant)	\$50	\$150
Cancellation after June 1 (Fall Applicant) or November 1 (Spring Applicant) but no later than July 1 (Fall) or December 1 (Spring)	\$100	\$100
Cancellation after July 1 (Fall Applicant) or December 1 (Spring Applicant) but no later than August 1 (Fall) or January 1 (Spring)	\$150	\$50

Cancellation after August 1 (Fall Applicant) or January 1 (Spring Applicant)	\$200	- 0 -
No Show Cancellation (when the Student does not arrive to claim the assigned space by 5 PM on the first day of classes, or when a late move-in does not claim the assigned space within 24 hours, the assignment is canceled)	\$200	- 0 -

After Occupancy/The Rental Charges - Once the Student occupies a room/apartment, the student must petition to the Director of Housing and Residential Life, or a designee, for approval of Agreement termination. Any student who petitions for the agreement after the University Census date will be billed at 100%. Students who petition prior to census will be billed a nightly rate from the date that they check in until check out. Unauthorized move-outs, without formal release from this Agreement, will be billed at 100% for all charges due and owing under the terms of this Agreement.

Opening & Closing -- For all sessions, housing areas open as listed in the University calendar. The Student may not occupy a room/apartment prior to the official opening day or beyond the deadline of 24-hours after their last exam and no later than 24-hours after the final exam period ends, unless otherwise detailed as part of the rate structure or special permission is granted. Occupancy at times other than those specified above may be allowed in cases where the Student is required to be on campus for a recognized University activity or other approved reason, has received prior written authorization from the Director of Housing and Residential Life or his/her designee, and has made payment arrangements.

OCCUPANT RESPONSIBILITIES

- a) Check-in Procedure - The Student, may move into the assigned unit on the date specified. The Department of Housing and Residential Life will issue one key for single student housing units. The unit will then be inspected and the Student will be asked to sign an inventory form. Repairs needed, damages, missing items, are to be recorded by the Housing and Residential Life staff member and should be confirmed by the Student before the inventory form is signed. Signature on the inventory form by the Student establishes the Students' acceptance of the condition of the unit/room/apartment and its contents and establishes same for the termination of occupancy.
- b) Occupancy – Single Student Housing shall be used as a home by the Student. No additional persons are authorized to reside with the student and guests must comply with University's Housing Campus Resident Guide. No commercial activity of any sort shall occur in the unit.
- c) Assist in Maintenance - The University and the Occupants shall cooperate in the care of the dwelling and grounds. The Occupants are responsible for exercising reasonable care in keeping University property in good condition. The Occupants shall be expected to notify the Department of Housing and Residential Life, in a timely manner, of damage or needed repairs via the established Work Request procedure.
 - 1) The Occupants agree to maintain the University's property in good condition. If, through the negligence of the Occupants, the property is damaged (e.g., fire), the student will be held responsible for the cost of repairs associated with such damage.
 - 2) The Student specifically agrees to be liable for damages or other loss incurred to the unit and equipment that is not the result of ordinary wear and tear.
- d) Alterations by Occupants - The Student must obtain written consent from the Director of Housing and Residential Life or his/her designee before making alterations, additions or repairs to the dwelling, its equipment or grounds.
- e) Amendment of Housing Agreement - The Student agrees that the University may amend the terms and conditions of this Housing Agreement. The Student's continued occupancy, after notification of the new terms and conditions shall constitute agreement by all Occupants to such new terms and conditions.
- f) Other Policies/Regulations - The Occupants shall comply with all University Policies/Regulations whether or not they are specifically mentioned in this Housing Agreement. Occupants shall require all guests to comply with all Policies/Regulations as well.
- g) 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.

GENERAL UNIVERSITY POLICIES

Refuse Assignments — The University reserves the right to refuse to give a housing assignment to any student. 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 the University, negatively impact the group living environment, individuals who have been previously evicted from campus housing, or individuals who have poor rental histories.

Use of Facilities -- When the University deems it necessary, students may be required to move to other accommodations as detailed below. When such circumstances occur, the Student agrees to complete the move within the time specified by the Department of Housing and Residential Life -- usually not more than 48 hours.

- a) to vacate a floor, wing, patio, building or complex;
- b) to consolidate single student residence hall or apartment students who are living in rooms or apartments that are not fully occupied;
- c) to control the use of rooms/apartments/units, with medical direction, in the event of a severe health problem or epidemic;
- d) to provide necessary space to accommodate staffing needs;
- e) to reassign areas in order to accommodate the current gender mix;
- f) to vacate an area for the purpose of major repairs or facility failures;

- g) to temporarily close facilities during extended University break periods;
- h) when unusual conditions occur affecting the health or safety of the Student or others.

The University reserves the right to cancel an assignment in the interest of order, health, safety or discipline.

Responsibility for Damage or Loss -- The Student's signature on the Room/Apartment/Unit Condition Report establishes the Student's acceptance of the condition of the living space and its contents (except as detailed in the 24-hour always clean policy, published in the Community Guidelines) 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 incurred to the building, apartment, room, furniture and/or equipment that is not the result of ordinary wear and tear. The University and the Student shall cooperate in the care of the dwelling and grounds. The Student is responsible for exercising reasonable care in keeping University property in an orderly, safe and sanitary condition. The Student is expected to notify Housing staff of damage or needed repairs in a timely manner via the established work order procedure.

University Liability -- The University shall assume no responsibility for the loss, damage or theft of personal property belonging to, or in the custody of, the Occupants for any cause whatsoever, whether such losses occur in student dwelling units, 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 the University for injuries of any kind or nature occurring on the premises assigned to him or her.

Search and Entry -- The Student specifically agrees to be bound by the Search and Entry procedures of the University. The University reserves the right of entry to the room(s) 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. The University Housing staff may enter a room/house/apartment, after knocking, without written authorization when there exists immediate and compelling cause, i.e., loud noise, complaints from other residents, emergency circumstances (such as fire evacuation), or similar overt occurrences. 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. Upon presentation of reasonable cause, the Director of Housing and Residential Life or his/her superior may issue authorization for the search of a designated room/house/apartment and the contents thereof. The authorization stating the reason(s), cause(s), or condition(s) necessitating the search shall be presented to the designated occupant(s) prior to the search. The University's Search and Entry policy is found in the current "NMSU Student Handbook."

Abandoned Property-- Any property of the student left on campus following the expiration of this agreement or termination of occupancy shall be deemed abandoned and the student authorizes the university to dispose of it in any manner it decides including sale, donation, etc.

The failure or refusal of the University to insist on strict performance of this Housing Agreement, including permitting a default by the Student to occur, shall not preclude the University from enforcement of its right under this Housing Agreement.

TERMINATION OF AGREEMENT AND/OR OCCUPANCY BY THE UNIVERSITY - ENFORCEMENT OF AGREEMENT

- a) Should this Housing Agreement be terminated due to the Student's failure to meet/maintain the eligibility requirements set forth elsewhere herein, the Student agrees to vacate the room/apartment 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) The university 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. Immediate suspension of the Agreement may occur when, in the opinion of the University, the student's behavior and/or presence represents a real and present danger to the residential community. In such cases, the student shall be required to vacate the room/apartment immediately under the supervision of the Director of Housing and Residential Life, or a designee or by campus police. Reinstatement of the Student into the living area may occur at the conclusion of adjudication of the case through the University discipline process or upon completion of administrative review when the outcome so necessitates. Termination carries a financial penalty, which includes lock change, removal of all personal property, restoration of the unit to check-in condition, and/or legal fees.

TERMINATION OF AGREEMENT BY THE STUDENT

Single Student Housing -- The Student may request termination of this Agreement by submitting the Petition to Terminate form along with supporting documentation. Said requests will be processed in compliance with the Student Housing and Residential Life Agreement. In all instances, the burden of proof shall lie with the student when substantiation of policy compliance is required. Students should not make other living arrangements until official approval has been received. Students may petition to terminate this agreement only for one of the following reasons:

- A. Non-attendance
 - a. Graduation- approval upon verification of graduation and payment of the graduation fee.
 - b. Official withdrawal from the University- approved upon completion of the withdrawal process.

- c. Transfer- if the resident is formally leaving NMSU to attend another institution or transferring to a branch campus other than DACC, termination will be approved upon verification of the transfer.
 - d. Co-op/Academy Internship/Student Teaching- If the resident is participating in an approved program outside of the Las Cruces area, termination will be approved upon verification of program participation.
 - e. Intention to not re-enroll for the spring semester- Students who terminate the Housing 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, the Department of Housing and Residential Life reserves the right to fully assess charges applicable under the Housing Agreement.
- B. Marriage or Domestic Partnership
- a. Housing Agreement termination due to marriage or domestic partnership will be approved no sooner than two weeks prior to the date of the official ceremony with supporting documentation. For purposes of this agreement, Housing and Residential Life defines and qualifies domestic partnerships under the same guidelines as defined by the university for benefits. Please refer to the NMSU Benefits Services web page benefits.nmsu.edu for information on domestic partnership qualifications.
- C. Move to a recognized Greek Chapter
- a. Housing Agreement termination is to be requested by the chapter president, in written form, to the Director of Housing and Residential Life.
- D. Financial Hardship
- a. Residents 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 Housing Agreement was initiated to the present.
- E. Personal Crisis
- a. Residents requesting termination, based on a personal crisis must provide documentation to verify the claim and demonstrate that the Department of Housing and Residential Life is unable to provide any accommodation on campus that will meet their needs. Extenuating health concerns and family emergencies are examples of situations that may be included under this condition.

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



Agreement Term - The term of this Dining Services Agreement is for the entire academic year, with meal allotments and dining dollars being issued. Meals **do not carry over; however, dining dollars will carry over** from fall semester to spring semester. This agreement provides meals during the fall and spring semesters of a regular academic year. As a general rule, meal plan service will begin with dinner on the date that the residence halls open and end with brunch on the last day of classes. Meal plan service will not be available during extended University holiday periods. Actual operational dates will vary according to individual locations and the academic calendar.

Aggie Dining Dollars - Meal plan participants may add additional funds to their Aggie Dining Dollars. Participants must be in an enrolled meal plan to be able to add funds to their Aggie Dining Dollars. Aggie Dining Dollars will roll over from fall semester to spring semester. Any **unused balance** remaining at the end of the **spring semester is forfeited**. This applies to all Aggie Dining Dollars regardless if associated with purchase of meal plan or if funds have been added.

Eligibility - This agreement is mandatory for first year freshman students living in campus residence halls. Eligibility requirements established in the Student Housing License Agreement shall apply. Other students may participate as long as they are registered New Mexico State University (NMSU) students for the semester in question.

Acceptance - The student accepts the terms and conditions of this agreement upon submission of the Dining Services Contract.

Dining Program - **All first year freshmen who live in campus residence halls are required to have a Dining Plan as part of the room and board package.** Plan design is subject to change, with appropriate written notice provided to students who have already submitted preference forms. We will make every effort to accommodate special dietary needs or other health considerations. It is important, however, that you contact us in advance of the first serving day to make these arrangements. Under certain circumstances, supporting documentation may be required to assist us in meeting your needs. If you have special considerations, please include these on a separate sheet of paper attached to your dining services agreement form. You may change to another allowable plan during the first two weeks of meal operation. Plan changes will not be accepted after the established deadline for either the fall or spring semester.

Terms of Payment / Charges / Refunds - A \$15 one-time non-refundable application fee must be paid via logging in to MyNMSU and select the link Pay NMSU Online through the NMSU Web payment system or paid at University Accounts Receivable located in the Educational Services Building. Meal plan charges are due and payable at University Accounts Receivable in conjunction with other charges (i.e. tuition, fees, housing, etc.). Plan charges shall be assessed on a semester basis and are subject to all applicable University policies and procedures as established by University Accounts Receivable.

Dining Service Agreement Termination by the Student - Prior to the start of a student's first term for meal service, students who terminate their request for single student housing are also terminating the dining service agreement for meal service, unless otherwise noted in the letter of termination. Once meal service has started for a given semester, students wishing to terminate the Dining Services Agreement must petition the Manager of ID Card Services, or his/her designate, for approval of agreement termination. Failure to participate in the Dining Program does not release the student from this contractual obligation. **All approved terminations of the meal plan will be assessed a termination charge.** Please refer to the termination charge schedule for charges that you are liable for if your termination is approved. Students who have the meal plan package may petition to terminate this agreement only for one of the following reasons:

A. Non Attendance

1. Graduation - approved upon verification of graduation.
2. Withdrawal from University – approved upon completion of withdrawal.
3. Transfer- Formally leaving the University to attend another institution, or if you are transferring to another NMSU campus other than Dona Ana Community College.
4. Non admittance to the University.

B. Marriage

Contract termination due to marriage will be approved no sooner than two weeks prior to the date of the marriage and only when verification of documents presented as proof that marriage has occurred.

C. Financial Hardship

You must provide documented evidence that there has been a significant, unexpected change in your financial situation, or that of any other(s) supporting you, from the time you entered into the agreement to present, and that this change renders you incapable of fulfilling the financial obligations associated with the campus dining commitment.

D. Medical Condition

Substantiation of a medical condition with dietary requirements that cannot be met by the services of Campus Dining. Documentation from a medical doctor must be provided. A University dietician will rule on the ability of Campus Dining to meet the prescribed diet.

E. Program or Academic Project

Student must provide proof of participation in an approved program or academic project that provides and /or requires meals off campus for the semester.

F. Freshmen cancellation/termination of Single Student Housing Agreement

Student must provide proof of Housing License Agreement termination.

G. Co-op/Academic Internship/Student Teaching

Student must provide verification of program participation

H. Family Resident Meal Plan

If a family follows the university policy to terminate their campus housing and provides the appropriate thirty day notice then the Family Resident Meal Plan will terminate on the date they check out of campus housing and the termination charge schedule below will apply based upon that date. Any family who vacates Family Housing without proper notification will be subject to the termination charge schedule below based on Housing and Residential Life's termination date.

The termination charge schedule applies for students who have been officially released from the dining services agreement:

Unless one of the conditions listed above in B-H applies, or university terminates the dining services agreement for good cause, any student who terminates after the University Census date will be billed at 100%. Students who terminate prior to census will be billed a daily rate from the beginning of the meal plan term to the date of approved termination. Students officially withdrawing/dropping courses or that are approved on a medical withdrawal during the term are eligible to receive a refund as follows by University Accounts Receivable tuition/fee refund terms.

Agreement Termination by the University - Upon reasonable notice and for good cause, the University reserves the right to terminate this agreement for failure of the student to abide thereby. Examples of good cause include, but are not limited to, failure to abide by the terms of this agreement, a change in student status (including academic or disciplinary suspension), or failure to comply with the policies and regulations contained in the Campus Dining Services program brochure and/or official informational bulletins distributed by Campus Dining Services, which are hereby incorporated into this agreement. A daily rate will be charged if this provision is invoked. The University reserves the right to refuse to give a dining services plan for individuals who have poor payment history.

The NMSU Student ID Card - Meal plan eligibility and associated dining dollars are a feature of the NMSU Identification Card. Students must present their ID card in order to gain entry into the dining area (Taos Restaurant) or to have meals at other locations. Cards and/or meals may not be transferred to other individuals. Lost cards are to be reported to ID Card Services, located in the Corbett Center Student Union, as soon as possible. There is a fee charged for the replacement of a lost or stolen card.

Important Notice: Submission and acceptance of a Dining Services Application Form executes this agreement and implies acceptance on the part of the student of all terms and conditions stated herein. All rates and meal plans reflected are effective for FY2016-2017 and are subject to change.

Student Under Age 18:

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

Parent's Full Name: _____

Parent's Signature: _____ Date: _____



For questions or more information regarding meal plans please contact NMSU ID Card Services at (575) 646-4835 or come by the office in Corbett Student Union Building – Room 137.

MEAL PLAN TERM: Fall '16 & Spring '17 Spring '17 Only

Student Name: _____ NMSU Aggie ID #: _____

Telephone # _____ Email Address: _____

Housing Information: Select Housing Assignment

NMSU Housing (Pinon, Garcia, RGH) On-Campus Apartments (Chamisa, VDM) On-Campus Family Housing (Cole Village, Sutherland, VDM) Off-Campus

MEAL PLAN SELECTION

Meal Plans are academic year-long contracts (Fall & Spring, unless applying in Spring only).

Prices and values for plans are per semester.

All rates and meal plans reflected are effective for academic year 2016-2017 and are subject to change.

First year students staying in NMSU housing, who recently graduated from High School are required to purchase a meal plan, and are limited to the Aggie Unlimited or the Aggie Choice 230.

Student Meal Plans – for students living on or off-campus:

- Aggie Unlimited: Unlimited Taos meals, 100 Aggie Dining Dollars \$1846
- Aggie Choice 230: 230 Taos meals, 325 Aggie Dining Dollars \$1796
- Aggie Choice 150: 150 Taos meals, 250 Aggie Dining Dollars \$1299
- Aggie Choice 100: 100 Taos meals, 250 Aggie Dining Dollars \$ 999
- Aggie 64: 64 Taos meals, 325 Aggie Dining Dollars \$ 869
- Pistol 400: 5 Taos meals, 400 Aggie Dining Dollars \$ 400

Family Housing Student Meal Plans – must be living in NMSU family housing: Two additional cards upon request

- Family Resident Optimum 350: 350 Taos Meals \$1349
- Family Resident Optimum 250: 250 Taos Meals \$ 964

Aggie Dining Dollars can be used at any of the dining locations on campus (including Taos), excluding Starbucks in the Barnes & Noble Bookstore and the campus convenience stores.

Upon verification of class standing/housing assignments, invalid choices will be changed to the Aggie Choice 230. Students required to have a meal plan, who have not applied for one by the first day of classes, will be assigned the Aggie Choice 230.

A one-time \$15 application fee applies.

Changes to meal plans can be made within the first two weeks of dining operations each semester only, and must be done in writing in the ID Card Services office, or by email at idsvs@nmsu.edu. The attached Dining Services Agreement explains valid reasons for termination of the meal plan contract, and the termination charge schedule.

AGREEMENT AND CONTRACT

By signing this Meal Plan contract, I acknowledge that I am entering into a contract for the academic year (unless otherwise indicated and valid above) with New Mexico State University. I further acknowledge that I have read and understand the terms of purchase and use that I am agreeing to.

Student Signature _____ Date: _____

Parent Signature: _____ Date: _____

Parent or guarding signature required if student is under 18 years of age.