

# Important!

THIS LICENSE AGREEMENT IS **LEGALLY BINDING**. READ BEFORE SUBMITTING!

The undersigned has READ AND UNDERSTANDS THE CONDITIONS OF THIS APPLICATION AND LICENSE AGREEMENT. The student signing understands this license agreement is binding for the full academic year (fall and spring semesters) at New Mexico Institute of Mining and Technology "New Mexico Tech" and agrees to abide by all terms of this agreement as stated within. The undersigned agrees to read and abide by the current Residential Life Community Standards published by the Office of Residential Life and available online on Residential Life's webpage within the University website: [www.nmt.edu](http://www.nmt.edu). In addition, the undersigned also agrees to comply with all other current policies, procedures, and expectations of the University as published online within & via the University website: [www.nmt.edu](http://www.nmt.edu). The aforementioned documents further describe the rights and responsibilities of University students & guests and, by reference, are part of this application and license agreement. The applicant understands the University may amend, modify or delete any of the aforementioned documents or other University policies without notice.

## **GENERAL DISCLAIMER:**

The undersigned, who is or plans to be a regular enrolled student at New Mexico Institute of Mining and Technology, hereinafter called "the Student," and New Mexico Institute of Mining and Technology, hereinafter called "the University," hereby enter into this Room and Board License Agreement hereinafter called "Agreement" upon the following terms and conditions. Specific rates, dates, and other information for the proper applicable academic period are found on the current "Residential Life Rates" sheet, available at the University's Office of Residential Life, and are a part of this Agreement by reference. Rates are subject to change without notice.

## **ELIGIBILITY:**

In order to be eligible for University housing, a student must be enrolled in a degree program by the University at all times, with no less than 12 credit hours per semester for undergraduate students and no less than nine credit hours for graduate students per semester during both the fall and spring semesters. Exceptions Residential Life will allow to these general eligibility requirements include: allowing undergraduate students living in family housing to take only nine credit hours per semester; allowing residential students with approved University Intent To Graduate forms permission to take any number of credits during their final semester of enrollment; and honoring disability waiver forms from the University's Office of Counseling and Disabilities for residential students authorized to take less than 12 credits per semester. All students living in University housing must demonstrate reasonable progress toward the pursuit of a degree. Students seeking University housing for the summer must submit a separate SUMMER Residential Life Room & Board Application & License Agreement. Students eligible for family housing must be of legal familial relation to any occupants who would reside with them in University housing. Supporting documentation (i.e. marriage license, birth certificate) must be furnished upon request. If legal familial status changes between the Student and any other occupant of his/her assigned University apartment, the Student is responsible to notify the Office of Residential Life promptly concerning continued occupancy. Exceptions to these eligibility requirements may be granted by Residential Life in its sole and absolute discretion and the University reserves the right to house non-students in its facilities as space permits.

## **HOUSING DEPOSIT THIS APPLICATION & LICENSE AGREEMENT CANNOT BE CONSIDERED AND WILL NOT BE VALIDATED WITHOUT PAYMENT OF THE REQUIRED HOUSING DEPOSIT**

Students must submit a \$200 room reservation/damage deposit before they are assigned housing. Students requesting family housing must submit an additional deposit of \$50 for each additional person with whom they request to share the University apartment. If the Student has filled out the necessary paperwork requesting a room for the semester, but cancels the room reservation or does not show up for check-in by the first date of classes, the student is subject to the cancellation policy. If a student is unable to check in by the first day of classes, he/she must submit a request in writing to have his/her room reserved for a specific day. This specific day should not exceed a week from the first day of classes. Upon checkout, the room condition will be checked against the Room Condition Record for damages incurred. The housing deposit will be retained by the University. The deposit will be refunded to the Student's account, at the Student's request, minus any damages or cleaning fees once the Student leaves University housing.

## **HOUSING ASSIGNMENT:**

This Agreement is not transferable and housing shall not be assigned by the Student. It is understood that any request will receive consideration based on available space and the date of receipt of a valid application packet, which includes a complete, legible housing application, and submission of the proper deposit. Subject to the availability of space, the University will attempt to assign accommodations according to student preference, but the University will not guarantee assignment to a particular building, a particular room or room type, specific roommate, or other accommodation. Residential Life reserves all rights in the assignment process to assign students to any available University space or reassign a student if necessary. Transfer from one room to another will be considered based on available space, date and time of request, and the necessity of transfer. All transfers must have the approval of the Residential Life Office. The University reserves the right to deny applications, to change or cancel assignments in the interest of order, health, safety, or discipline with appropriate notice.

## **OCCUPANCY:**

The Student agrees that the duration of this Agreement with the University is for the entire academic year (or appropriate portion thereof). The Residence Halls are closed during the time between fall and spring semesters. Students living in University apartments may remain between the fall and spring semester break if they have the same room reservation for the following semester. The Student will not be allowed to occupy a room prior to the scheduled Opening Day or after the Closing Day (specific dates as listed on the Residential Life Rates Sheet) except under special circumstances when written permission is obtained from Residential Life.

## **CANCELLATION POLICY:**

1. Students entering University housing for the proceeding semester may cancel their Room & Board Application and License Agreement without financial penalty by June 1 (for the proceeding fall term), December 1 (for the proceeding spring term) and May 1 (for the proceeding summer term). 2. Between above dates and Opening Day for those respective terms, the student will be charged a \$400 fee for breaking the Agreement/ not checking in by the first day of classes. 3. Room cancellations made after the first day of classes are not eligible for refund of room or board. Fall semester residents who request cancellation of their room & board for the following Spring semester will still be charged for room & board if they remain enrolled at the University. 4. Term dates are available on the current Residential Life Rates Sheet. 5. Cancellations must be in writing. No cancellations will be accepted by phone. Students with extenuating circumstances for canceling the Agreement may request a waiver of the cancellation fee and/or room & board charges by submitting a written waiver request to Residential Life. The request will be reviewed by a committee.

## **MEAL SERVICE:**

All undergraduate residential students, other than those residing in family housing or those with a special waiver from the University's Counseling & Disabilities Services Office, must purchase a meal plan. Meal service begins no later than breakfast on the first day of classes and ends no sooner than lunch on the final day of scheduled exams for both fall and spring semesters. Meal service also ends with the noon meal on the day prior to the beginning of the University's Thanksgiving break and Spring break. Meals served over Easter break are breakfast Friday morning and dinner Sunday evening. There is no refund for unused meals at the end of each term. No meals will be served during Thanksgiving break. During Spring break, meal services may be available; however, meal plans are inactive.

## **SERVICES, FURNISHINGS & UTILITIES:**

The University will provide the Student housing in a University residence during the term of this Agreement, except in cases where a temporary assignment may be necessary. The University will furnish the Student with a single bed, chest of drawers, desk and chair, and closet space, except in family and one-bedroom apartments which are not furnished. All University apartments are equipped with an electric stove, refrigerator, sink and kitchen cabinets. Any damages beyond ordinary wear and tear will be charged to The Student. Under no circumstances are Students permitted to remove University appliances or furniture from the University rooms or apartments. Common-area furniture is not permitted in student rooms. The University agrees to provide utilities to include electricity, water, and heat to Students living in University Housing. The availability of other amenities (e.g. cable or satellite television; air conditioning; laundry, study and lounge areas) varies by residence. Students living in Family Housing may be billed for utility expenses considered higher than average for any particular billing period (all utility bills are generated by

the Socorro Electrical Cooperative). The University agrees to provide Internet availability in each residential area, however connection speed and type (wireless or Ethernet accessible) may vary and The University will not be responsible for temporary or intermittent loss of connectivity.

#### **MAINTENANCE:**

The University shall perform all maintenance to University residences and grounds, but the Student will be charged for maintenance due to his/her action or negligence except for that which is normal or routine and in conjunction therewith. The University shall have the right through its agents and employees to enter Student rooms and apartments for the purpose of examining, inspecting and maintaining same. The Student shall maintain the property in a clean and sanitary fashion.

#### **USE OF FACILITIES:**

The University will, when necessary or desirable: a. Require students to move to other accommodations in order to vacate a building, apartment, floor, wing, or room. b. Change room assignments when vacancies occur in a double room. It is the Student's responsibility, in cooperation with the Residential Life Office, to find a new roommate if his/her roommate moves out. If a roommate is not found, the remaining Student must be willing to relocate and/or consolidate with another Student or assume an increased rate. c. Control the use of rooms, with medical direction, in the event of an epidemic. d. Have staff inspect all rooms for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement. e. Change room assignment (1) for reasons of health, safety, or repair services; (2) for disciplinary reasons; or (3) for reasonable incompatibility of roommates as determined by Residential Life.

#### **STUDENT RESPONSIBILITY FOR DAMAGE OR LOSS:**

The Student's signature on the Room Condition Record at check in establishes the Student's acceptance of the recorded conditions of the room/residence and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room and contents at the termination of occupancy. The Student specifically agrees to be liable for damage or other loss incurred to the building, room, furniture, and equipment which is not the result of ordinary wear and tear, including any damages caused by any guest of the Student. Damage within the Student's room is the responsibility of the Students assigned. Damages or other loss incurred to public areas (e.g., restrooms, lounges, study rooms, laundry areas, hallways, balconies, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the Students of the living area where those damages occur. The Student agrees to pay such damages upon demand. The Student must be checked out in accordance with published check-out procedures distributed by and available at the Office of Residential Life. Failure to do so will result in a \$50 fee for improper check-out. In addition, the Student will be assessed charges for failure to turn in a key and/or for cleaning and damages at check-out/upon vacancy. Abandoned property with an estimated value of less than \$100 will be disposed of immediately after check-out. Abandoned property with an estimated value greater than \$100 will be stored for thirty days. Storage and disposal fees will be charged to the student's account.

#### **LIMITATION OF UNIVERSITY LIABILITY:**

In addition to any other right, limitation or provision available to the University, the 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. 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. The Student is encouraged to carry personal property insurance (i.e. renters insurance).

#### **REGULATIONS:**

By reference, all current University policies and procedures, including the Residential Life Community Standards, are part of this Agreement. Students are expected to make themselves familiar with these documents. The Residential Life Office and the University reserve the right to make changes to policies as needed and without notice. The Student is required to abide by all University policies and applicable federal, state and local laws. At all times, Students must respect the rights and property of all community members in the residence halls and

apartment buildings, regardless of their background, beliefs, values, or attitudes. Failure to abide by University policies or expectations may result in dismissal from University housing, when deemed necessary by the Office of Residential Life. Notice of revocation of Agreement will be made to the Student in writing. After the University has made a reasonable effort to contact the Student, and the Student is not available to receive notice of revocation of Agreement, the notice may be posted on the door to the Student's room. The Student acknowledges and unconditionally agrees that: (a) the University shall have the right to inspect all rooms, without prior notice or consent, if necessary for inventory, fire protection, sanitation, health, safety, maintenance, or policy enforcement; (b) the University may control, by medical direction, the use of rooms in the event of an epidemic; (c) the University has the right to vacate any University living area and to require any Student to move to other housing accommodations; (d) the University has the right to require unqualified assignees of space adapted or designated for use by persons with disabilities to move to other campus accommodations.

**TERMINATION OF AGREEMENT:**

The University may terminate this Agreement and take possession of any room at any time for violation of any of the provisions herein, defaulting on payment, or where it is in the interest of the University and the Student. The Agreement is automatically cancelled if the Student's enrollment is officially terminated through withdrawal from the University or through academic or disciplinary dismissal. Request for refunds shall be processed after vacancy/final check-out is complete. Should the Agreement be terminated, the Student agrees to vacate their assigned University residence within 24 hours unless special permission, in writing, has been obtained from the Residential Life Office. Until all sums due and owed under this Agreement are fully paid, the Student may not register for future course work with the University or receive transcripts, diplomas, or degrees. The Student agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be made or incurred by the University in enforcing this Agreement.

I agree to terms & conditions.

Sign here \_\_\_\_\_