



NEW MEXICO TECH APARTMENT HOUSING AGREEMENT 2023-2024



equity which it may elect, including, but not limited to, eviction, specific performance of this license Agreement and/or damages.

- b. The Student agrees to pay all reasonable costs, attorney's fees, and expenses incurred by the University in enforcing this License Agreement.

OCCUPANT RESPONSIBILITIES

1. Check-in Procedure - The Student, their dependents and other authorized adult members of the household may move into the assigned unit on the date specified. The Department of Auxiliary Services will issue two keys to student family housing units. The unit will have been pre-inspected by the apartment unit's staff and the Student can check in to their online room condition report. Repairs needed, damages, missing items, (and the condition of the backyard when applicable) should be confirmed by the Student. The check-in on the online portal 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. Students will have 2 weeks after move-in to complete the room condition report. If student fails to complete the record, they agree to accept the pre-inspection report completed by the apartment unit's staff as their check-in.
2. Occupancy – Student Apartment Housing shall be used as a home by the Student, the Student's legal dependents, and other authorized adult members of the household only. The Director of Auxiliary Services or their designee must pre-approve regular occupancy by other persons in writing. These occupants shall be expected to follow the same Policies/Regulations that have been established for all residents. No commercial activity of any sort shall occur in the unit.
3. 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 Auxiliary Services, in a timely manner, of damage or needed repairs via the established Work Request procedure.
 - a. 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 and or equipment associated with such damage.
 - b. 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.
4. Alterations by Occupants - The Student must obtain written consent from the Director of Auxiliary Services or their designee before making alterations, additions or repairs to the dwelling, its equipment or grounds.
5. Amendment of Agreement - The Student agrees that the University may amend the terms and conditions of this 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.
6. Other Policies/Regulations - The Occupants shall comply with all University Policies/Regulations whether or not they are specifically mentioned in this License Agreement. Occupants shall require all guests to comply with all Policies/Regulations as well.



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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 Auxiliary Services -- usually not more than 48 hours.

1. to vacate a floor, wing, patio, building or complex;
2. to consolidate single student residence hall or apartment students who are living in rooms or apartments that are not fully occupied;
3. to control the use of rooms/apartments/units, with medical direction, in the event of a severe health problem or epidemic;
4. to provide necessary space to accommodate staffing needs;
5. to reassign areas in order to accommodate the current gender mix;
6. to vacate an area for the purpose of major repairs or facility failures;
7. to temporarily close facilities during extended University break periods;
8. 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 check-in on the online room condition report establishes the Student's acceptance of the condition of the living space 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 incurred to the building, apartment, room, furniture and/or equipment that is not the result of ordinary wear and tear. Damages that occur to common areas that are not attributable or chargeable to a specific individual or group shall be shared equally by the residents of the living area where those damages occur (group billing process). 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 Auxiliary Services 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.



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The Student agrees to save and hold harmless the University for all injuries of whatever kind or nature occurring on the premises assigned to him or her.

Apartment Entry -- The Student specifically agrees to be bound by the Search and Entry procedures of the University. Of particular note: The University Auxiliary Services 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. Auxiliary Services staff also may enter rooms for reasons within the scope of responding to Work Requests. 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 Auxiliary Services or their 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 "Handbook for Students."

Abandoned Property-- Any property of the student, their dependents or other members of the household left on campus for more than 30 days 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 License Agreement, including permitting a default by the Student to occur, shall not preclude the University from enforcement of its right under this license Agreement.

Health and Safety Inspections-- The University will enter each space on a periodic basis to ensure adequate health and safety conditions are being met. These inspection periods will be announced but specific times will not. Family housing units will be inspected every summer. Occupants agree to be relocated if the unit is found to be faulty. Every 24 months families will be required to relocate apartments so that maintenance and repairs can be conducted regularly.

TERMINATION OF AGREEMENT AND/OR OCCUPANCY BY THE UNIVERSITY

Enforcement of the Agreement

Should this License Agreement be terminated due to the Student's failure to meet/maintain the eligibility requirements or to renew license agreement set forth elsewhere herein, the Student agrees to vacate the room/apartment within twenty-four (48) hours unless permission to remain longer has been obtained, in writing, from the Director of Auxiliary Services, or a designee.



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- 1) Termination with cause may occur at the initiation of the University within the timeframe specified by the judicial process. A non-exclusive list of cause for termination may be found on the Auxiliary Services web site.
- 2) 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 Auxiliary Services, 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.

Student Invoked Termination

- 1) The Student may terminate this Agreement by giving 30 days written notice of termination via established procedures to the Auxiliary Services Office. The Student will be responsible for buying out the remainder of the term agreement if termination is prior to term limit. Upon filing of the notice, the Student will acquire an appointment for final check-out.
 - a. The student may request that the contract buy-out amount be waived if breaking the apartment housing license agreement prior to term limit. The request will be reviewed by the Executive Director of Auxiliary Services.
 - b. On the date of check-out, the Occupants and all personal property shall be removed from the unit. The dwelling and equipment shall be clean and in good condition, allowing for reasonable wear and tear and damage by the elements.
 - c. If the Occupants leave personal property in the dwelling or in the area after termination of occupancy by notice or otherwise, Occupants consent that such property shall be considered abandoned and disposed of.
- 2) Rent for the final period of occupancy shall extend at least 30 days past the date the "Notice of Intent to Vacate" is received in the Auxiliary Services Office. In no event shall this be less than the period of actual occupancy. The Student understands that this rental charge may extend past the actual date of check-out and agrees to pay such rental charges.

Important notice: Signature on page one (1) executes this Agreement and implies acceptance on the part of the student of all terms and conditions stated herein.



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Amendment to Page 4 **TERMS OF PAYMENT / REFUNDS / LATE PAYMENT CHARGE / EVICTION**

2) The Student's account becomes delinquent when not paid in full before 4:59pm on the 14th of each month as late fees will be applied on the 15th of the month.

Amendment to Page 7 **TERMINATION OF AGREEMENT**

The term of this Agreement will not automatically renew for an additional period. Upon the expiry of the term limit the parties agree that this Agreement will terminate. There shall be no extension or automatic renewal of the terms. If a Resident wishes to stay in Apartment Housing for an additional term, a new application must be submitted and a new Agreement signed.