TERMS AND CONDITIONS

The term “Resident” or “Student” in this Agreement refers to the individual named above. The term “University” refers to Western New Mexico University. The Student shall not be released from this Agreement due to lack of financial resources, dietary, or medical needs. Students are urged to carefully consider their circumstances prior to entering into this Housing Agreement.

1. ELIGIBILITY: A person must be enrolled for at least one credit hour each semester as a degree-seeking undergraduate or graduate student to be eligible for on-campus housing. The Director of the Office of Housing and Residence Life or his/her designee may deem other students eligible for on-campus housing.

Applications for on-campus housing are subject to review by the Director of the Office of Housing and Residence Life. Pursuant to such a review, on-campus housing may be denied for cause and any rental fees paid returned prior to occupancy.

2. TERM: Subject to earlier termination as provided in Paragraph 6 below, THIS AGREEMENT IS FOR BOTH THE FALL AND SPRING SEMESTERS OF THE INDICATED ACADEMIC YEAR, or any for any portion of the fall and/or spring semester remaining at the time the Agreement is signed. The Student will be assessed all fees for the entire term if the Student enrolls but does not occupy the assigned unit and has not cancelled this agreement pursuant to Paragraph 4 below. The Student shall not be released from this Agreement due to lack of financial resources, dietary, or medical needs. Students are urged to carefully consider their circumstances prior to entering into this Housing Agreement.

3. BREACH OF AGREEMENT: Violation of any term, covenant, or condition of this Agreement shall be considered a breach of this Agreement. In the event of such a breach, the Student shall be notified in writing by the Director of the Office of Housing and Residence Life or designee. Remedies for breach of this Agreement include, but are not limited to, denial of housing, permanent exclusion from on-campus housing, University disciplinary action, reassignment to another unit, or termination of this Agreement. The determination by the Director of the Office of Housing and Residence Life will be final with regard to all such matters.

4. CANCELLATION OF AGREEMENT: In order to initiate a cancellation of this Agreement, the Student must request a cancellation in writing with the Office of Housing and Residence Life.

a. This agreement may be canceled under certain conditions including:
   i. The Student withdraws from, or fails to enroll in, the University;
   ii. The Student participates in an academic program that requires residence outside Grant, Hidalgo, or Luna Counties (the tri-county area);
   iii. The Student is expelled, suspended, or judicially removed from Housing;
   iv. The Student graduates and does not continue as an enrolled student in another program;
   v. The Student gets married after signing the Housing Agreement;
   vi. The Student is not admitted to the University;
   vii. The Student joins military service after signing the Housing Agreement; or,
   viii. The Student becomes pregnant after signing the Housing Agreement.

b. In order to obtain cancellation of this Agreement, the Student is responsible for providing evidence of the occurrence of one of the conditions for cancellation set forth in Section 4.a above. Cancellation will not be effective until the information is filed and verified by the Office of Housing and Residence Life. In the event the cancellation is based on the Student not enrolling for the following semester, enrollment by the Student in that following semester voids the cancellation of the Agreement and the Student remains obligated to comply with the Terms and Conditions of this Agreement.

c. The University will assess a fee for all approved cancellations of this Agreement. Cancellation fees are based on the date the cancellation request is received in the Office of Housing and Residence Life. Students receiving approved cancellations for fall and spring will be assessed a fee of $150.00 if cancelled on or before June 30th, a fee of $250.00 if cancelled from July 1st through July 31st, and a fee of $400.00 if cancelled from August 1st through the day prior to the first day of fall semester classes. Approved cancellations for spring will
be assessed a fee of $150.00 if cancelled prior to October 31st, a fee of $250.00 if cancelled from November 1st through November 30th, and a fee of $400.00 if cancelled from December 1st through the day prior to the first day of spring semester classes. Approved cancellations for any semester beginning on the first day of classes for that semester are subject to a cancellation fee of $500.00.

All students whose cancellation requests are not approved remain bound to the Terms and Conditions of this Housing Agreement and are financially obligated for the full amount of the rental fees for the entire duration of the Housing Agreement.

### Fall Semester

<table>
<thead>
<tr>
<th>Deadline Dates</th>
<th>Cancellation Fee</th>
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</thead>
<tbody>
<tr>
<td>On or before June 30th</td>
<td>$150</td>
</tr>
<tr>
<td>July 1st through July 31st</td>
<td>$250</td>
</tr>
<tr>
<td>August 1st through day prior to 1st day of fall semester classes</td>
<td>$400</td>
</tr>
<tr>
<td>On or after 1st day of fall semester classes</td>
<td>$500*</td>
</tr>
</tbody>
</table>

### Spring Semester

<table>
<thead>
<tr>
<th>Deadline Dates</th>
<th>Cancellation Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or before October 31st</td>
<td>$150</td>
</tr>
<tr>
<td>November 1st through November 30th</td>
<td>$250</td>
</tr>
<tr>
<td>December 1st ? day prior to 1st day of spring semester classes</td>
<td>$400</td>
</tr>
<tr>
<td>On or after 1st day of spring semester classes</td>
<td>$500*</td>
</tr>
</tbody>
</table>

*If not approved by the Housing Director or designee, then the student will be held liable for the entire semesters rent.

d. The Director of the Office of Housing and Residence Life or designee may approve cancellations for reasons in addition to those listed in Paragraph 4.a above. Approved cancellations for reasons outside those listed in Paragraph 4.a above are subject to a cancellation fee of $500.00.

e. An exception to the cancellation fee will be made for graduating students, for international or national student-exchange students who cancel prior to July 30th for fall and spring semesters and prior to November 30th for spring semester, for students called to military service, for applicants who cancel prior to being assigned a space, and for applicants not admitted to the University. **Charges for on-campus housing will not be removed from a student's University account until all cancellation fees are paid in full.**

f. All students whose cancellation requests are not approved remain bound to the Terms and Conditions of this Housing Agreement and are financially obligated to the full amount of the rental fees for the entire duration of the Housing Agreement.

### 5. RESIDENCY REQUIREMENT:

All freshmen (first time in college students) and students with less than 32 semester credit hours residing outside of the tri-county area (Grant, Luna, or Hidalgo counties in New Mexico) are required to live in University owned and operated residential facilities.

a. Exceptions are made for students residing with their parent or legal guardian; the parent’s or legal guardian’s permanent address must be within the tri-county area prior to freshman move-in date.

b. Other exceptions are students who are at least 21 years of age by the first day of class; students who are married; and students providing support to dependents. Failure to comply with this rule is a violation of University policy and will result in a hold being placed on the Student's account. To request an exemption from this rule, please complete the Request for Exemption from Housing Residency Requirement form.

### 6. NON-ENROLLMENT:

A Student who withdraws from, or fails to enroll in, classes during any semester must notify the Office of Housing and Residence Life in writing and must vacate the assigned housing unit within 24 hours following his or her withdrawal from or non-enrollment in the University. The Student must follow all check-out
procedures prescribed by the Office of Housing and Residence Life.

7. TERMINATION OF THE AGREEMENT: This Agreement may be terminated by the University. In the event of such termination, the Student shall check out of the housing unit within the time provided in the notice of termination and shall follow all check-out procedures prescribed by the Office of Housing and Residence Life. The University shall also have the right to cancel this Agreement for any cause it deems reasonable including, but not limited to, violations of any provision of this Agreement or of the University’s policies or regulations. The same standards for pro-ration of rental fees and cancellation fees explained in these Terms and Conditions will apply.

8. APPLICATION FEE AND REFUNDS: The $75.00 application fee submitted with the Student’s Housing Agreement and Application is non-refundable. The application fee is also non-transferable to another time period outside the time specified in these Terms and Conditions. The application fee is a processing fee and is not applied towards rental fees or any other fees.

   a. In the event of cancellation of this Agreement in accordance with the procedures for cancellation prior to the first day of the eight week of classes for the semester, a pro-rated portion of housing fees paid will be refunded. The pro-rated portion of the housing fees will be calculated from the first official published check-in day to the day the student completes the check-out process and vacates the assigned housing unit. **No refunds of rental fees shall be made for students who check out after the first day of the eighth week of classes for the semester.**

   b. Housing fees will be pro-rated for students who initiate a Housing Agreement on or after the first day of classes. Any resident who transfers after they have moved into a different room that has a different rental rate will be charged the pro-rated per-diem rate based on the number of days from the first day of move-in until the day the resident checks out of his or her current space.

   c. Refunds are processed by the Business Office and inquiries regarding refunds should be directed to that office.

9. CHECK-IN/CHECK-OUT: Students may check into their assigned housing unit on the published check-in day and are entitled to remain there until **24 hours after their last day of examinations for the spring semester or by the published check-out date and time, whichever is sooner, unless the Agreement is terminated earlier.**

   a. In the event of termination of cancellation of this Agreement, Student must vacate his or her assigned housing unit within 24 hours of the notice of termination or cancellation. If the Housing Agreement is terminated for the spring semester, the Student must check out 24 hours after his or her last exam or by the published check-out date and time for the fall semester, whichever is sooner. Published check-out dates and times will also be established for graduating students who are participating in a graduation ceremony.

   b. When a Student moves out of a housing unit, the student must schedule a check-out appointment with the Resident Assistant.

   c. Failure to follow established check-out procedures will result in a $150.00 improper check-out fee.

   d. Completion of any portion of the check-in procedures, *i.e.*, acceptance of a room key or placement of personal belongings in the room, constitutes occupancy.

   e. A Student is not considered checked-out until all published check-out procedures are followed including, but not limited to, completion of a check-out appointment with the Resident Assistant, removal of all personal belongings, unit cleaned and inspected, and room key returned to the Office of Housing and Residence Life.

   f. Belongings or personal items left behind by a Student will be considered abandoned property. All items remaining in the Student’s unit after check-out will be discarded. The Office of Housing and Residence Life is not responsible for belongings or personal items left behind by a Student.

   g. **Students who are approved** to check in earlier or to check out later than the published dates will be charged a pro-rated fee for each additional date of occupancy. **Students not approved** for late check-out but remaining in a housing unit beyond the published dates for check-out are subject to a daily fee of $100.00.

   h. Students planning to check in after the designated check-in periods are required to notify the Office of Housing and Residence Life of their late arrival. Failure to notify the Office of Housing and Residence Life prior to the first day of classes may result in cancellation of the Housing Agreement and all appropriate
Students are permitted to stay in their rooms during the semester break period between the fall and spring semesters as long as they are in good financial standing. A Student with an approved cancellation for the spring semester who check out after the published check-out date for the fall semester are subject to a per-diem fee from the published check-out date for the fall semester until the date the Student checks out of his or her unit in accordance with all established check-out procedures.

10. ASSIGNMENTS: Assignments are made by the Office of Housing and Residence Life without regard to race, religion, national origin, sexual orientation, age, or disability, except as needed to accommodate a disabled student. Assignment notifications include room type, building, room, and roommate information. Housing assignment notifications may be made in the form of e-mail communication or written communication. The Student is responsible for providing current mailing address and e-mail address information to the University for correspondence.

a. Adapted housing is available upon advanced written request and is dependent upon availability.
b. While information provided on the Housing Application is considered in making assignments, no guarantee of a specific unit, rate, building, or space assignment is implied or made.
c. The Student understands that the Office of housing and Residence Life may assign or reassign Student to any space in on-campus housing at any time.
d. Any Student assigned to any special-interest community is subject to all community standards published on the Office of Housing and Residence Life web site.
e. Any Student assigned to an apartment that has an Office of Housing and Residence Life Resident Assistant staff member living as a roommate is subject to additional standards and expectations published on the Office of Housing and Residence Life web site.
f. Occupancy is permitted for the student only. Additional roommates, including spouses and children, are not permitted except in a family housing apartment and only after providing appropriate documentation (marriage certificate and child’s birth certificate, as applicable).

11. CHANGES IN ASSIGNMENTS: Students may not change housing assignments (bedroom, apartment, or suite) without following established procedures and obtaining approval from the Office of Housing and Residence Life.

a. No changes in assignments will be made based on age, race, religion, national origin, disability, or sexual orientation, except as needed to accommodate a disabled student.
b. Failure to follow established room transfer procedures will constitute a breach of this Agreement and will result in a $100.00 improper-transfer charge.
c. The Office of Housing and Residence Life reserves the right to do overflow housing and to require changes in room assignments, i.e., consolidation, in order to insure maximum utilization of space and resources. Reassignments may occur due to unforeseen events, including but not limited to, enrollment fluctuations, physical facility problems, and staff changes. Room rates may be adjusted as a result of a room reassignment.

12. FEES: Rental fees are published on the Office of Housing and Residence Life web site. The Student shall promptly pay all fees based on the due date in the University system (Student’s Mustang account). In the event of unforeseen occurrences, fees in additional to rental fees may be assessed. The Office of Housing and Residence Life accepts checks, money orders, and traveler’s checks drawn on a United States bank.

a. Failure to pay fees when due shall be considered a breach of this Agreement and may result in one or more of the following actions being taken:
   i. Denial of housing or housing services;
   ii. Loss of assignment;
   iii. Inability to register for classes;
   iv. Withholding of University records or diploma; and, v. Turning the matter over for collection.
b. Additionally, a late fee of $25.00 will be assessed for any payment which is not received when due. A $100.00 late fee will be assessed if the semester bill is not paid in full by the final due date.
c. When the University is forced to turn the Student’s account over for collection, the Student shall be
responsible for all additional costs of collection, including attorneys’ fees and costs. In the event of court action to enforce the Terms and Conditions of this Agreement, the Student shall be responsible for paying all court fees and costs including attorneys’ fees and costs.

d. Deferments may be granted, provided the official notification of Financial Aid award shows an amount sufficient to pay for tuition, fees, and housing in full.

e. Deferment requests are subject to approval by the Director of the Office of Housing and Residence Life or designee. If a deferral request is denied, the Student must make payment by the published payment date in order to guarantee housing.

13. USE OF THE ASSIGNED UNIT: The Student will not assign, sublease, or allow the use of the assigned space to another person or guest.

   a. Guests and visitors must observe all published rules found in materials listed in Paragraph 13. The Student will be responsible for the conduct and actions of his or her guests.

   b. The assigned unit may not be used as a place of business, nor may a Student conduct any business within any on-campus housing facility.

   c. No animals or pets are permitted at any time unless otherwise specified in the Housing Community Guide.

   d. The Student shall use the space only for lawful purposes.

   e. No smoking is permitted within the housing units or in public areas associated with the facilities. Smoking is allowed only in designated public areas.

   f. Students are prohibited from possessing items considered to be health and safety violations, including, but not limited to, candles, incense, or halogen lamps, as published in the Housing Community Guide.

   g. Occupancy is permitted for the Student only. Additional roommates, including children, are not permitted.

14. BEHAVIOR AND CONDUCT: The Student agrees to abide by all University regulations and policies, all Office of Housing and Residence Life guidelines, the Student Code of Conduct, the Housing Community Guide, and this Agreement.

   a. The University regulations, policies, and handbooks are incorporated into this Agreement by reference.

   b. Any behavior or conduct which 1) intimidates, threatens, or harasses another Resident or a staff member, or 2) is disruptive to the residential community, or 3) compromises the safety and security of the community, or 4) is intended to cause a roommate to move out are all violations of this Agreement, and any one or more of these behaviors may be grounds for removal from on-campus housing by the Director of the Office of Housing of Residence Life or designee. The Director of designee will issue written notice of termination or modification of the Agreement. The Student will have the opportunity to discuss the notice prior to a final decision of termination or modification of the Agreement. All decisions by the Director of the Office of Housing and Residence Life are final.

15. HOUSING ALCOHOL POLICY: This Policy applies to the Muir Heights Residence Hall only; alcohol possession or consumption in areas outside of Muir Heights is a violation of the University Student Code of Conduct and of the University Housing Policy. The following alcohol community standards apply:

   a. In a room or apartment shared by residents over and under 21 years of age, it must be clear that the alcohol is being consumed or possessed only by the residents who are 21 years of age or older.

   b. Guests of a room or apartment who are 21 years of age or older and visiting a resident who is under the age of 21 may not consume or possess alcohol. Guests who are 21 years of age or older and are visiting a resident who is 21 years of age or older may consume or possess alcohol except when one or more persons under the ages of 21 are present in the room or apartment.

   c. The possession and consumption of alcohol in any outdoor area, including, but not limited to, lobbies, community spaces, breezeways, pool area, smoker stations, courtyards, housing and residential buildings, elevators, and parking lots is prohibited. For this reason, residents may be asked to pour out contents of
unmarked containers (cups, glasses, sports bottles, etc.).

d. Excessive amounts of alcohol and devices or games that encourage excessive consumption of alcohol, including, but not limited to, kegs, trash cans, beer balls, other large containers containing alcohol, beer funnels, beer bongs, progressive drinking parties, beer pong, flip cup, water pong, and card games that promote drinking are not permitted.

16. CARE OF FACILITIES:

a. The Student is responsible for maintaining his or her assigned unit in a clean and sanitary manner and free from damages.
b. No housekeeping is provided.
c. Trash removal is provided in designated locations.
d. Pest control services are provided on a regular basis.
e. Facilities are subject to periodic health and safety inspections by the Office of Housing and Residence Life Staff.
f. The Student agrees to cooperate with roommates in the common protection of property, to refrain from modifying the space in any way, except as expressly permitted in writing by the Office of Housing and Residence Life, and to promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility.
g. The Student is jointly and severally liable with his or her roommates for assessed charges, unless the responsible individual can be identified. Students assigned to a specific building are jointly and severally liable for assessed charges from damages occurring in the common areas of their housing facility.

17. REPAIRS AND MAINTENANCE:

Students are expected to report damages and necessary repairs to the Office of Housing and Residence Life in accordance with established procedures. The Office of Housing and Residence Life does not guarantee the availability of parts and services.

18. ACCESS TO UNITS: Employees and agents of the University shall have the right to enter the Student’s unit at any time a) when an emergency exists, b) when Student or residential staff have requested service for the unit c) when a University staff member suspects a policy violation as outlined in the Housing Community Guide, or d) with 24 hours’ notice provided to the Student via telephone, campus mail, e-mail, or posting. Authorized Housing and Residence Life personnel may also enter student rooms without the residents’ permission for maintenance and housekeeping purposes and for fire, health, or safety inspections.

19. SECURITY AND KEYS: The Student agrees not to duplicate any keys assigned or to transfer their use to another person. If keys are not returned at check-out, the Student agrees to pay for all lock changes and key replacements. The Student is responsible for securing the assigned unit at all times and taking such precautions as are necessary to guard his or her safety and property.

20. FURNISHINGS:

a. The Student shall be required to inspect and inventory the contents of his or her assigned housing unit at the time of check-in and check-out. Each Student shall be responsible for the condition of the unit’s furnishings in accordance with Paragraph 14 hereof.
b. All furnishings shall remain unaltered and in their designated units.

21. UTILITIES:

a. The Office of Housing and Residence Life reserves the right to assess additional charges based on excessive utility consumption or as the result of increases in rates charged by the utility service providers.
b. All units are provided with Ethernet connection and cable television services. The University and the Office of Housing and Residence Life are not financially responsible for any short-term outages or outages due to uncontrollable circumstances (e.g., inclement weather).

22. LIABILITY: The University is not liable for damage to or loss of personal property as a result of fire, theft, or
any other cause whatsoever, or for failure or interruption of utilities. **Students are encouraged to secure their own health and personal property-loss insurance.**

23. **EVACUATION:** The University retains the right to use the residence hall facilities for emergency shelter purposes. In the event a residence hall is evacuated because of an emergency, only those students deemed eligible by University policy will be permitted to occupy space in an on-campus shelter.

**TO THE STUDENT:**

IT IS YOUR RESPONSIBILITY TO REVIEW YOUR HOUSING NEEDS AND FINANCIAL RESOURCES PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT OBLIGATES YOU TO PAY ALL ON-CAMPUS HOUSING FEES FOR BOTH THE FALL AND SPRING SEMESTERS.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS LISTED ABOVE, AND MY SIGNATURE ON THE APPLICATION FORMS INDICATES THAT I AGREE TO ABIDE BY AND TO BE LEGALLY BOUND THEM.

- The sections listed above encompass the entire agreement between the student and Western New Mexico University. Any alteration, amendment or addition must be agreed to in writing.