

TERMS AND CONDITIONS FOR HOUSING APPLICATION CONTRACT

GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD

- (a) The term of this contract for residents is one semester or the summer session, whichever is applicable. This agreement does not provide for housing of students during the period between semesters and/or between semester and summer session. A resident at the close of the semester of session must vacate his/her apartment unless he/she is scheduled to participate in commencement activities. Those students participating in commencement activities must vacate by noon on the day following commencement.
- (b) Contracts for the fall semester must be renewed for the spring semester by notifying the Housing Office on or before November 30. Fall semester students may renew after November 30, but will be subject to an additional fee at the new resident rate and may lose housing assignment priority. Renewals for the subsequent academic year must be negotiated by May 5 of the calendar year to retain housing priorities.
- (c) Contract for Los Alamos National Laboratory student employees are for the length of initial contract period. The University does not guarantee continuance of rental agreement beyond the initial period.

2. Rates

Apartment rates are set as a component of the University's budget process. These rates are available for the expected semester of enrollment through the Housing Office. By reference, the rates are made a part of the housing application and contract. The University reserves the right to change rates prior to any renewal of the application and contract. The rates are not expected to increase by more than 10 percent annually.

3. THE UNIVERSITY WILL WHEN NECESSARY

- (a) Inspect all apartments, whenever possible in the presence of the resident, for purposes of inventory, fire protection, sanitation, safety, maintenance, and rule enforcement.
- (b) Control, by medical direction, the use of apartment in the event of an epidemic.
- (c) Have the right to vacate a residence apartment and require students to move to other University residence accommodations.
- (d) Have the right to require non-disabled assignees of space adapted or designated for use by the disabled to move to other campus accommodations that it specifies.

4. PERFORMANCE DEPOSIT

THIS CONTRACT WILL NOT BE CONSIDERED WITHOUT A PERFORMANCE DEPOSIT, which is refundable subject to offset against resident's outstanding financial obligation resulting from the terms of the contract or cost associated with contract cancellations.

DEPOSIT REFUND The deposit is refunded ONLY when a resident:

- (a) Has been declared academically ineligible to enter, continue or return to the University;
- (b) Has cancelled his/her contract prior to completion of a full contract period, but has paid all contractual payment on the semester contract;
- (c) Has cancelled his/her contract prior to the deadline date for the respective semester as specified under Forfeiture of Deposit; or
- (d) Has reached the completion date of the full contract period, has paid all contractual payments, and has cleared the halls through the appropriate checkout procedures

FORFEITURE OF DEPOSIT The deposit or percentage thereof as specified in the Apartment Rates Payment Schedule is forfeited as liquidated damages upon cancellation of contract beginning on the following dates of planned session of enrollment:

- (a) Fifteen (15) days prior to the first day of summer session for summer contracts
- (b) August 1, for fall semester contracts
- (c) January 1, for spring semester contracts
- (d) Failure to claim space within 24 hours after the start of the official day of classes
- (e) Failure to give 30 day notice

5. LIABILITY OF THE UNIVERSITY

The University shall not be liable for any failure, delay, or interruption in performing its obligations herein stated due to causes or conditions beyond its control, or which could not be prevented or remedied by reasonable effort and a reasonable expense. Neither the University nor its officers, agents and employees are liable for the loss, theft, disappearance, damage, or destruction at any time or place for any belongings to, used by, or in custody of a resident, no matter where such property may normally be kept, used, or stored.

6. TERMINATION OF CONTRACT

The University may terminate this contract and take possession of any apartment at any time for violations of any provisions herein, as a consequence of disciplinary action, or for failure to satisfy specified financial obligations. The contract is automatically terminated if a student's enrollment is officially terminated. See Paragraph (14) for the financial consequences of termination of contract.

RESIDENT'S RESPONSIBILITIES

7. FAILURE TO OCCUPY ASSIGNED APARTMENT

Housing reservations must be claimed within 24 hours after the start of the official first day of classes. Failure to claim the space by such a time will result in cancellation of the contract and forfeitures of the performance deposit.

8. APARTMENT MATE VACANCY

- (a) When a vacancy occurs in a double apartment, the remaining resident must locate a new apartment mate, or assume an increased apartment rate. The charge as specified in the Apartment Rates-Payment Schedule is effective on the date the double as single option is elected or the date the roommate vacated, depending on the specific situation.
- (b) When a vacancy occurs in an apartment, the remaining residents may be asked to consolidate vacancies at the discretion of the University.

9. HOUSING REGULATIONS

Residents agree to observe the policies and expectations that govern residence housing. A complete list of policies and expectations contained in the Residence Housing Handbook is provided upon check-in to the student housing. The following is provided as a partial list.

- A Resident is expected to observe all federal, state and local laws and ordinances. A resident must observe all University and Housing policies regarding possession of use of alcohol, illegal drugs, or gambling.
- In addition, a resident is expected to observe health, safety, and maintenance-related regulations governing group living which preclude: possessing fire arms or other potential weapons; keeping pets (except fish in a tank no larger than 15 gallons capacity); using electrical equipment requiring heavy electrical output or high fire potential, such as cooking, electric heating devices, or unapproved refrigerators; using outside aerials or antennas; having water beds; parking motorized cycles in the area other than designated lots; using or threatening to use physical violence against other residents or staff personnel (physical violence may result in an immediate cancellation of the Housing Contract); tampering with security and fire equipment.

10. INFORMATION DISCLOSURE

Residents must inform the UNM-LA Housing Office in writing if they do not want their apartment location or telephone number disclosed.

11. DAMAGES

Each resident is financially responsible for any University property missing from his/her apartment or damaged beyond normal wear and use. All residents may also collectively share financial responsibility for damages that occur in the common areas.

12. CANCELLATION

Charges specified below will be made in case of cancellation or disciplinary termination. Contract cancellations must be accomplished in writing and signed by the student applicant and must be received by the Housing Office. Failure to claim assignment within 24 hours after the start of the first official day of classes will constitute a cancellation. Students moving out of the Student Housing during the semester must obtain clearance from the Housing Coordinator.

Charges for contract cancellation

- (a) Prior to the apartment's opening (summer/fall/spring), the residents is subject to charges as specified in the Rates-Payment Schedule when a contract cancellation is receive as described below:
- Written cancellation prior to the day student housing opens--payment refunded less charges.
 - During the first week the halls are open
 - Failure to claim housing reservations within 24 hours after the official starting day of classes.
 - Cancellation received during the second week or subsequent weeks the residence halls are open.
- (b) When a student cancels or fails to renew and the student has not cleared the apartment through the appropriate checkout procedures and/or has not removed his/her belongings from the apartments, University Housing reserves the right to charge an improper checkout fee and to remove the belongings and place them in storage at the students expense for removing and handling. University Housing will dispose of such items not claimed within 30 days. The improper checkout fee is specified in the Rates-Payment Schedule.

13. FURNISHINGS

Each student must furnish his/her own pillow, bed linen, personal towels and kitchen utensils. The University furnishes each resident with a sofa, table and two (2) chairs, desk, set of drawers and single bed.

14. FINANCIAL RESPONSIBILITIES

The resident agrees to pay all financial obligations set forth in the contract when due. Financial aid recipients must apply all financial aid available to room after payment of tuition. In all cases where financial aid is insufficient to cover all charges, the balance due is the responsibility of the aid recipient. The student or parent may contact the Campus Resources Director; the University of New Mexico Los Alamos, 4000 University Drive, Los Alamos, NM 87544, in reference to individual circumstances warranting exceptions from published policy.

15 ELIGIBILITY FOR HOUSING

In order to remain eligible for Student Housing, the student must be enrolled for a minimum of three (3) semester hours (not including audit or removal of incomplete grades) during fall and spring semesters and must show reasonable progress towards the pursuit of a degree. Although the student must be enrolled, there is no minimum hour requirement for the summer session. Students in a Los Alamos National Laboratory student related program must present copy of contract showing employment dates. The University does not guarantee housing after termination and/or extension of said contract.

All residents must stay current with their accounts or make arrangements with the Housing Coordinator.

UNIVERSITY 'S RESPONSIBILITIES

16 ASSIGNMENTS

Insofar as space allows, consideration is given to an applicant's choice of housing. Housing space is first reserved for students returning in the fall and spring. The remaining space is reserved for new students in the order of receipt of **CONTRACT, PERFORMANCE DEPOSIT, AND CONTRACT PAYMENT**. **Housing reservations can be terminated if initial payment is not remitted when due.** Initial apartment assignment is furnished upon student's arrival and check-in. Apartment type can be redesignated from a single to a double as warranted by occupancy demands. All room assignment is contingent upon acceptance for admission and registration at the University of New Mexico-Los Alamos or employment in a student related program with the Los Alamos National Laboratory.

**BEFORE SIGNING THE HOUSING APPLICATION AND CONTRACT
READ THE TERMS, CONTITIONS, AND RESPONSIBILITIES.**

KEEP THIS COPY FOR YOUR RECORDS.

Contingent on academic acceptance and subject to the availability of space, the delivery of the housing application and contract by the University of New Mexico-Los Alamos to the student named constitutes an offer of housing accommodations, and the signing of the housing application and contract constitutes acceptance thereof.

COMPLETE HOUSING APPLICATION AND CONTRACT, DETACH, AND MAIL TO:



**Housing Office
4000 University Drive
Los Alamos, NM 87544**

505-662-0333 or 1-800-894-5919 (NM)