

# 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 st

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apartment buildings, regardless of their background, beliefs, values, or attitudes. Failure to abide by University policies or expectations may result in