



NEW MEXICO TECH  
APARTMENT HOUSING AGREEMENT  
2023-2024



The undersigned, who agrees to be a registered student, hereinafter called the "Student," as well as all adults (persons 18 years of age or older) who reside in the dwelling unit, and the Board of Regents of New Mexico Institute of Mining and Technology, hereinafter called the "University," hereby enter into this Agreement upon the following terms and conditions. The Student understands that the University will not permit the Student to occupy a room/apartment/unit without the Student's agreement to all terms and conditions listed as a part of this Agreement.

### **DEFINITIONS OF TERMS**

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**Apartment Housing**—For the purpose of this Agreement, the following areas are defined as Apartment Housing: Mountain Springs Apartments and Desert Willow Apartments.  
**Occupant** – For the purposes of this Agreement, occupant(s) refer to the registered Student and all other persons residing in the dwelling unit.

**Occupancy** -- Occupancy is established upon issuance of a key (or encoding of a card) to the Student for a specified room/apartment/unit and does not require actual physical presence by the Student or their possessions.

**Cancellation** -- Before occupancy (see definition above) and prior to 5 p.m. on the first day of classes, the Student may cancel their application for apartment housing by notifying the Auxiliary Services Office in writing. If applicable, the Student may apply to receive a full/partial refund.

**Term**—The term of occupancy for apartment housing shall be the months noted on page one (1) of this agreement noted as "Basic Terms of this Agreement". Occupancy ends at the conclusion of the Agreement period or when the Student has received written authorization from the Director Auxiliary Services, or their designee, to terminate the Agreement.

**Termination** -- Termination occurs at the end of the term of occupancy or when the relationship between the Student and the University is formally discontinued. Termination is possible after occupancy when approved by the University at the Student's request (students occupying apartment housing units must give 30 days' written notice), whereby the Student must receive written authorization from the Director of Auxiliary Services, or a designee, or when initiated by the University for disciplinary reasons or for failure to maintain eligibility. Termination may occur by breach of the Agreement by the Student or by those residing in the dwelling.

**Eviction** -- Upon administrative/disciplinary termination of the license Agreement, the Student is required to vacate the assigned room/apartment/unit. If the Student, and/or others residing in the dwelling unit, does not vacate the assigned room/apartment/unit, the University may take any action it deems appropriate including restricted access to the unit, a lock change and removal of all personal property. The resident remains liable for all fees related to removal and storage of possessions. Eviction carries a financial penalty which can be the full amount of the remaining term agreement and may result in the denial of future applications



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for campus housing. Housing deposits will be applied to outstanding balances prior to processing any refunds.

**Improper Check-out** -- The Student fails to follow established procedures for checking out of their unit. Improper checkouts carry a financial penalty plus the charge for lock changes if the keys are not returned on time, and any other applicable cleaning and damage charges.

**Policies/Regulations** -- For the purpose of this License Agreement, Policies/Regulations include, but are not limited to, policies of the Board of Regents as they are adopted from time to time, the NMT Student Handbook (which includes the Social Code of Conduct), the Schedule of Classes, the Campus Living or Student Family Housing Handbooks, NMT parking Policies, NMT Sales and Solicitation Policies, and policies and procedures of the Department of Housing and Residential Life. These Policies/Regulations may be amended from time to time during the occupancy period. The student, and all individuals residing in the assigned unit, shall comply completely and fully, and be bound by these Policies/Regulations. Notification procedures for Policies/Regulations changes may be found on the Housing and Residential Life web site. The Student, and all adult individuals residing in the unit, has the obligation to be fully aware of Policies/Regulations that affect this Agreement.

### **APPLICATIONS AND ASSIGNMENTS**

Applications are reviewed based on the Application Acceptance Policy. There is a \$200.00 deposit for graduate/undergraduate students and a \$200.00 deposit plus \$50.00 for each additional family member that must accompany the application in order to allow for processing. The University will assign accommodations subject to the space available. The University will not guarantee assignments to particular buildings, types of accommodations, specific rooms or apartments, roommates, or single rooms. The University reserves the right to change or cancel assignments in the interest of order, health, safety, or discipline with appropriate written notice.

### **APARTMENT HOUSING ELIGIBILITY**

To qualify for Apartment Housing the Student should be a registered undergraduate considered a Junior or Senior, graduate student or a registered student in a household as part of a family unit. Family units include married couples, married couples with children, single parents with dependent children, domestic partners, domestic partners with child(ren). Consideration is also given to non-traditional family units such as adult siblings living together without parents, and/or the presence of extended family members. (In this agreement Adult is defined as any person age 18 or older.)

1. 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. Auxiliary Services will allow some exceptions to these general eligibility requirements which include: allowing undergraduate students living in family housing to take only nine credit



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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 Student Access Services 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 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 their assigned University apartment, the Student is responsible to notify the Auxiliary Services promptly concerning continued occupancy. Exceptions to these eligibility requirements may be granted by Auxiliary Services in its sole and absolute discretion and the University reserves the right to house non-students in its facilities as space permits.

2. Resident students occupying apartment housing enrolled during the regular academic year (fall and spring) are not required to enroll during summer session in order to continue occupying the unit providing they have otherwise maintained eligibility for Apartment Housing.
3. Parents must have legal custody of their dependent child(ren). Said custody shall meet the definition of "primary physical custody." The University reserves the right to require the presence of the dependents at the time of check-in. If dependents are 18 years of age or older, their presence shall be required at the time of check-in in order to sign the Housing License Agreement. During the term of occupancy, should any dependent attain the age of 18, it shall be the responsibility of the Student to ensure that said dependent appears to sign the Housing License Agreement within 30 days of the dependent's birthday. If additional dependents are added to the household (i.e., birth or adoption of a child), it shall be the Student's responsibility to notify the Housing Office within 30-days of the occurrence. Once occupancy has occurred, should it become necessary for a dependent(s) to leave for an extended period of time (more than two weeks, excluding University holidays), and no other dependent(s) will continue to reside in the household, the Student must first obtain written authorization to continue their residency in Apartment Housing from the Director Auxiliary Services, or their designee.
4. The Student is expected to take the initiative in notifying the Director Auxiliary Services or their designee about any irregularities in enrollment status, qualifying criteria, or other special circumstances which may affect eligibility for occupancy.

### **PERMIT FOR USE**

The University grants a permit to the Student to reside in Apartment Housing at the University during the term of the Agreement, except in cases where a temporary assignment may be necessary. The University does not guarantee assignment to specific areas, types of units, or individual unit addresses. Spaces in campus housing are to be occupied only by the person(s) properly assigned to them by Auxiliary Services officials. Room assignments are not transferable; subletting is not permitted.

### **TERMS OF PAYMENT / REFUNDS / LATE PAYMENT CHARGE / EVICTION**

Apartment Housing



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- 1) Rental Period/Rental Payment - The rental period for each dwelling unit shall be by the calendar month (unless otherwise specified on the application form) beginning the first day of each month or the first day of occupancy in those cases where the tenant occupies after the first day of the month
  - a. Monthly rent is payable on or before the first day of each succeeding month (due date). Apartment housing designee needs to make sure that the payment is directed to housing payment and not to tuition or other fees. Payment can be made at the University Cashier's Office or through TouchNet in the student's BanWeb account.
  - b. Refunds, if applicable, shall be on a daily basis beginning with the date of check-out (assuming appropriate notice was given). The Student may apply for the refund and the request will be reviewed by the Executive Director of Auxiliary Services.
- 2) Delinquent Payments - The Student's account becomes delinquent when not paid in full by the 15th of each month. If the 15th falls on a weekend or University Holiday, full payment must be made before 5:00pm on the previous working day to avoid late fee assessment.
  - a. A late payment fee of \$50.00 shall be assessed on all accounts that become delinquent. The Auxiliary Services Office shall notify the Student that their account has been placed in a delinquent status and that he/she has been charged a late payment fee. Every day that rent is not paid in full after the 15th of each month a \$3.00 per day rate will be billed to the designees account until the daily late fee equals 10% of the base monthly rate. There will be a financial hold placed on the student account until full payment including late fees have been paid with receipt provided to the Auxiliary Services Office.
  - b. A student who demonstrates frequent delinquency in payments (i.e. there is a documented pattern of delinquency whereby the account is delinquent the majority of the time) may be denied, at the discretion of the Director of Auxiliary Services or their designee, the privilege or eligibility to remain in Apartment Housing.
- 3) Nonpayment of Rent - If rent is not paid as required or for a period of 30 days or longer, the Student may, at the sole discretion of the University, be issued a "Notice to Vacate." If this notice is not acknowledged by the Student, the Auxiliary Services Office may begin eviction proceedings within three (3) days. Costs of such action shall be charged to the Student. The Student agrees to follow the directives of the "Notice to Vacate" upon proper delivery of same to the unit.
- 4) Other Payments - The Student agrees to pay the University for any damage incurred to the premises during this occupancy and for all expenses incurred by the University in restoring the dwelling and equipment to clean and good condition, save reasonable wear and tear, and damage by the elements, at the termination of occupancy.
- 5) License Agreement Obligations - Until all sums due and owing under this License Agreement are fully paid, the Student may not register for future course work in the University or receive transcripts, diplomas, or degrees.
  - a. If the Student shall default in complying with any provision herein, the University may, at its election, terminate this license Agreement and retain all payments made hereunder and/or it may seek any other remedy in law or in





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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**

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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 14<sup>th</sup> of each month as late fees will be applied on the 15<sup>th</sup> of the month.

Amendment to Page 7 **TERMINATION OF AGREEMENT**

Upon the expiry of the term limit, the parties agree that this Agreement will terminate. This Agreement will not automatically renew for an additional period. If a Resident wishes to stay in Apartment Housing upon termination, a new application must be submitted and a new Agreement signed.