

WNMU Housing Agreement FALL '26/SPRING '27

The term "Resident" or "Student" in this Housing 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/medical needs, or switching to an online format.** 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 Housing and Residence Life or their designee may deem other students eligible for on-campus housing. Applications for on-campus housing are subject to review by the Director 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 Section 8 below, THIS AGREEMENT IS FOR BOTH THE FALL AND SPRING SEMESTERS OF THE INDICATED ACADEMIC YEAR, or for any portion of the fall and/or spring semester remaining at the time the Agreement is signed. The Student may 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 Section 5 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. MEAL PLAN REQUIREMENT:** All students residing in Mustang Village AN, AS, B, and C and Centennial are required to purchase a residential meal plan. The exempt residence hall is Muir Heights.

Meal plan changes and cancellations must be submitted prior to the first Friday of the semester. All meal plans are final and cannot be changed after the first Friday of the term. In the event the Student cancels the housing agreement after the first Friday of the term, they are financially obligated to pay the full cost of the meal plan regardless of the circumstances. To view the meal plan costs please follow the provided link:

(https://wnmu.campusdish.com/MealPlans/Category?cat=Resident_Meal_Plan_86305&lid=86305)

- 4. BREACH OF AGREEMENT:** Failure to check in, 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 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 Housing and Residence Life will be final regarding all such matters.

- a. If the Student is expelled, suspended, or judicially removed from Housing, full semester financial obligation remains for breach of the agreement despite vacating the residence halls.

5. CANCELLATION OF AGREEMENT: In order to initiate a cancellation of this Agreement, the Student must request a cancellation by submitting a Housing Cancellation form with the Office of Housing and Residence Life.

- a. This agreement may be cancelled, and the student may be prorated for the time of residency under certain conditions including:
 - i. The Student withdraws from, or fails to enroll, the student didn't enroll, the University;
 - ii. The Student participates in an approved WNMU academic program or has gained employment that requires residence outside Grant, Hidalgo, Luna, or Catron Counties (the Four-county area);
 - iii. The Student graduates and does not continue as an enrolled student in another program.
 - iv. The Student gets married after signing the Housing Agreement.
 - v. The Student is not admitted to the University.
 - vi. The Student joins military service after signing the Housing Agreement; or,
 - vii. The Student becomes a legal guardian of a dependent (verified by Financial Aid) after signing the Housing Agreement.
 - viii. Life-changing events that are catastrophic in nature and supported by appropriate documentation.
- 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 5a 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 semester, enrollment by the student after cancellation voids the cancellation and the Student remains obligated to comply with the Terms and Conditions of this Agreement.
- c. Students wishing to cancel their housing contract before their lease is up, must complete a Housing Cancellation Request (found: <https://form.jotform.com/230594861767065>). Should that request be denied, the Student is subject to the following cost if they check out prior to the first 8 weeks of the semester:
 - i. Mustang Village AN, AS, B: \$1497.50
 - ii. Mustang Village C: \$1602.50

- iii. Muir Heights Single Unit: \$1752.50
- iv. Muir Heights Double Unit: \$1502.50
- v. Centennial Hall: \$1209.00

- d. Should the Student check out after the first 8 weeks of the semester, they are subject to the full cost of the unit for the semester; including the full cost of the meal plan (see Section 3).
- e. The Student could submit a Housing Cancellation Appeal Request, by emailing the Director of Housing and Residence Life. (Note: Appeal approval is not guaranteed, the decision will be made by the Faculty Student Appeals Committee.) If the appeal is denied, the student is still responsible for the amount equivalent to the first and last month's rent of the unit.

f. Deadline Dates

<u>Fall/ Spring Semester</u>	
Meal Plan Change/Cancellation	1st Friday of the Term See Section 3
Approved Cancellation	On or after 1st day of the semester classes until census date. Cancellation Fee: \$500*
On or after Census date	See Section 5. c.

****Census date is the 3rd Friday following the 1st day of classes****

*If not approved by the Housing Director or designee, then the student will be held liable for the equivalent to the first and last month's rent (See section 5.c.).

- g. The Director of Housing and Residence Life or designee may approve cancellations for reasons in addition to those listed in Section 5a above. Approved cancellations for reasons outside those listed in Section 4a above are subject to a cancellation fee of \$500.00.
- h. An exception to the cancellation fee will be made for:
 - i. Graduating students who do not enroll in another program.
 - ii. International or national student-exchange students who cancel prior to the first day of classes in the selected term of this agreement.

- iii. Students called to military service. (Proration may be applied for period of use.)
 - iv. Applicants who cancel prior to being assigned a space.
 - v. Applicants not admitted to the University.
 - vi. Life-changing events that are catastrophic in nature and supported by appropriate documentation.
- i. Charges for on-campus housing will be replaced by the respective amount owed when a student meets or is denied cancellation. Failure to pay can result in a hold on the account resulting in additional penalties and fees. (See Section 13)
 - j. All students whose cancellation requests are not approved remain bound by the Terms and Conditions of this Housing Agreement and are financially obligated to the equivalent of the first and last month's cost of the Housing Agreement (See Section 5c).
- 6. RESIDENCY REQUIREMENT:** All freshmen (less than 30 semester credit hours) residing outside of the Four-county area (Grant, Luna, Hidalgo, or Catron 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 four-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 to this rule, please complete the Housing Cancellation Request found in Section 5c.
 - c. Students who enroll as distance students (online students) during the Fall or Spring semesters as freshman and remain online until they meet another exception are not obligated to live on campus. Once a student signs the agreement and checks in they are subject to all terms outlined in this contract. **Switching from face-to-face to distance learning format during the lease period is not grounds for release from this agreement.**
- 7. 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 their 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.

8. 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 proration of rental fees and cancellation fees explained in these Terms and Conditions will apply.

9. APPLICATION/RENEWAL FEES AND REFUNDS: All new applications include a one-time \$50.00 application fee in addition to a \$25.00 service fee. The Application/Service fee must be submitted with the Student's Housing Agreement through RoomChoice. This is non-refundable regardless of occupancy status. The application fee is also non-transferable to another agreement 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 census date for the semester, a prorated portion of housing fees paid will be refunded. The prorated 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 on or after the first 8 weeks of each semester (See Section 5c).**
- b. Housing fees will be prorated 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 prorated per diem rate based on the number of days from the first day of move in until the day the resident checks out of their current space.
- c. Refunds are processed by the Business Office and inquiries regarding refunds should be directed to that office (note: application fees are non-refundable).

10. 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 or 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 their 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 an in-person 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 (e.g. 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 an in-person check-out appointment with the Resident Assistant, removal of all personal belongings, unit cleaned and inspected, and room key(s) 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 prorated 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.
- 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, all appropriate cancellation fees, and the loss of their reservation.
- i.** Students are permitted to stay in their rooms during the semester break period between the fall and spring semesters as long as they are enrolled in courses for their respective semesters.

- j. 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 the full cost of the meal plan for the fall/spring semesters.

11. 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 may be subject to additional standards and expectations.
- f. Occupancy is permitted for the student only. Additional roommates, including spouses and children, are not permitted. Extended stay guests are not permitted in the residence halls. An extended stay is defined as any timeframe past 3 consecutive days/nights.
- g. All students who reside in the residence halls must be included in a roommate agreement.

12. 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, will result in a \$100.00 improper transfer charge, and the student may be subject to other fees.
- 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, to ensure 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.

13. RENTAL 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 Express account). In the event of unforeseen circumstances, rental fees and additional fees may be assessed. Payments for fees and rental can be processed by ATM/credit cards, checks, money orders, and traveler's checks drawn on a United States bank. Payments must be made through Western New Mexico University Business Office or online through Mustang Express.

- 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 \$50.00 will be assessed for any payment which is not received when due. If fees and costs are not paid by the end of the following term, the Student's account will be turned over to collections and may incur additional late fees.
- 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.

14. 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 of Housing and Residence Life, to include but not limited to this agreement, the Housing Community Guide, and university policies. 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, partners, or spouses are not permitted.

15. 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 Housing of Residence Life or designee. The director or 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 Housing and Residence Life are final.

16. HOUSING ALCOHOL POLICY: This Policy applies to all Residence Halls; alcohol possession or consumption in unauthorized is a violation of the University Student Code of Conduct and of the University Housing Policy. The following alcohol community standards apply:

- a. Students who are 21 years of age or older may possess and consume alcohol as permitted by law in all campus housing. No underage individual(s) may be present while alcohol is being consumed in the Residence Halls. If a resident who is 21 or older has a roommate under the legal drinking age, all alcohol must be stored in a separate area that can be clearly distinguished as the property of the of resident who is over the age of 21 and is not readily accessible to the underage resident.
- b. Students who are legally consuming alcohol may not have a total amount of occupants in excess of 10 people within the residence while doing so. At no time shall any student over the age of 21 provide alcohol to students under the legal drinking age. Consumption of alcohol outside the residence hall is strictly prohibited. Other restricted areas include the parking lots of the residence halls and residential hall common areas like the laundry rooms and game rooms. It is unauthorized to consume alcohol in any public area. For this reason, residents may be asked to pour out contents of unmarked containers (cups, glasses, sports bottles, etc.).
- c. 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 bong, progressive drinking parties, beer pong, flip cup, water pong, and card games that promote drinking are not permitted.
- d. WNMU maintains the right to revoke any alcohol privileges of the entire suite if students violate any of the directives. Any offenses may include fines implemented on the student's account.
 - i. First offence: Revocation of the alcohol privilege for 1 full academic year and a \$100 Fine.
 - ii. Second offence: Indefinite revocation and fines up to \$500.

- iii. Third offence: Potential removal from housing following their Student Conduct Case.

17. 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 bins are 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 anyway, 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 their 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.
- h. Student is responsible for disposing trash in provided receptacles. Trash found outside of suite areas will result in a fine of \$100 per bag. Excessive trash fine within the suite is up to \$500.

18. 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.

19. 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 for fire, health, or safety inspections.

- a. WNMU has the right to search the housing units. Based on the results of the search there may be sanctions levied upon the resident which may include termination from being a resident.

20. 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 their safety and property. (Note: Lost keys and key cards must be reported to the Office of Housing and Residence Life immediately to ensure the safety of the residents within the unit.)

21. FURNISHINGS:

- a. The Student shall be required to inspect and inventory the contents of their 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 Section 15 within this agreement.
- b. All furnishings shall remain unaltered and in their designated units.

22. UTILITIES: 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.

- a. All units are provided with Ethernet connection, Wi-Fi, 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).

23. 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.

24. 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 INCLUDING THE AMOUNTS MENTIONED IN SECTION 5. C.

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.

Student Signature: _____ Date _____

WNMU Housing Staff Signature: _____ Date: _____