Apartment Assignment: _____ Apt. Number: _____ Processed by: _____ Date: _____

New Mexico Highlands University®

New Application for Campus Apartments

Complete and mail to:
Housing and Student Conduct, Box 9000, Las Vegas, NM 87701
(505) 454-3193 • E-mail: Housing@nmhu.edu
$200 application fee is due at time of submission.

Are you an NMHU Athlete: ❑ Yes ❑ No

Application for academic year starting: Academic Year 20 _____ Spring 20 _____ Summer 20 _____
Have you ever lived on campus before? ❑ No ❑ Yes If yes, dates lived on campus _____

_____ _____ _____ _____
Last Name (Use legal name) **First Name** **Middle Initial** **Student Number**

Sex: ❑ M ❑ F Date of Birth: ____/_____/_____
Status: Married ❑ Separated ❑ Divorced ❑ Single ❑ Widowed ❑

_____
Mailing Address

_____ _____ _____ _____
City State Zip Code Country

(____) _____ (_____) _____ _____
Phone Number Cell Phone Number E-mail Address

_____
Billing Address

_____
City State Zip Code Country

Phone Number (_____) _____

❑ Check here if you are a smoker.
** Note: Smoking is no longer permitted in any on-campus facility. Should any resident be found in any violation of the no-smoking policy within the residence, a $300 fin shall be imposed and the housing contract be subject to cancelation. All residence who do smoke agree to do so outside and at least 25 feet from the apartment entrance.*

For Office Use Only

Date received _____ Date & initials entered into Banner_____

Application fee paid _____

Payment Type: CASH _____ Check _____ Money Order _____ Credit Card _____ MC VISA DISCOVER
(circle one)

Money list number: _____ Money list date: _____

NMHU Class Status: ❑ FR ❑ SO ❑ JR ❑ SR ❑ GR

APARTMENT PREFERENCE

Assignments are made according to date, receipt of materials, preferences, and availability of your choice in the order listed. Listing a preference DOES NOT GUARANTEE you will receive your 1st preference.

Arrott House …… Two bedroom; kitchen; bath

Gregg House …… Two bedroom; kitchen; bath; playground on premises

1st Preference: _____ 2nd Preference: _____

SPOUSE/CHILDREN/DEPENDENTS

Only two adults may share an apartment at one time. No more than four (two adults & two children) may share an apartment.
The student number is required for your spouse if he/she is a student.

1. _____
NAME RELATIONSHIP STUDENT NUMBER

2. _____
NAME RELATIONSHIP STUDENT NUMBER

3. _____
NAME RELATIONSHIP

4. _____
NAME RELATIONSHIP

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship:_____

Address: _____ City: _____ State: _____ Zip: _____

Home Telephone (_____) _____ Cell Phone: (_____) _____

STUDENT CAR INFORMATION

Car Registration: Name: _____ Relationship: Self ❑, Mother ❑, Father ❑, Other ❑

Make: _____ Model: _____ (Example: Ford, Escape) Color:_____

License #:_____ State Registered:_____

IMPORTANT APPLICATION AND CONTRACT TERMS

I understand that when I sign this form it becomes a binding offer to contract for an on-campus Apartment for the Contract Term indicated. I also understand that, if and when I receive written notice of an assignment from NMHU Housing and Student Conduct, it becomes a binding legal document for the Contract Term indicated. I understand that NMHU might not approve this application. The applicable rate will be that as provided by NMHU at the time of my assignment. I have read and accept that the NMHU Housing and Student Conduct Terms and Conditions are fully a part of this application and contract; I understand that no third party shall enter in to the contract on my behalf. If this application is accepted by NMHU and therefore becomes a binding contract, the terms and conditions will be part of the contract.

By signing, I agree to all the terms and conditions set forth in this document.

_____
Student Name (Print) Student's Signature Date

_____
Spouse Name (Print) Spouse's Signature (If applicable) Date

New Mexico Highlands University®

Terms and Conditions for Campus Apartments Application and Contract

Applying for campus housing and dining services is a financial commitment. If you change your mind before you begin using the services, some, or all, of the up-front payments will be forfeited.

THIS CONTRACT WILL NOT BE CONSIDERED WITHOUT AN APPLICATION FEE OF $200,
$100 of which is refundable at the conclusion of the rental contract subject to the student resident, herein referred to as Renter, fulfilling the terms and agreement of the Contract with NMHU Housing & Student Conduct, herein referred to as NMHU HSC, offset against renter's outstanding financial obligation resulting from the terms of the contract or cost associated with contract cancellations and/or other outstanding financial obligations to the University.

ELIGIBILITY FOR STUDENT CAMPUS APARTMENTS

- A single student enrolled in a NMHU postbaccalaureate program for six credit hours or more each semester, in pursuit of a degree. In the application process, applicants with children will take priority over all other applicants.
- A student enrolled for a minimum of six credit hours during the ensuing fall and spring semesters, in pursuit of degree.
- Who is lawfully married and living with his or her spouse. A legal marriage certificate must be provided. Any certifications deemed suspect will be verified. Should verification not be possible, the application and contract shall be null and void.
- Who is a parent with at least one of his or her financially dependent children living with said parent while a tenant, or has custody of dependent children at least fifty percent of the time or legal guardianship of dependent minors or
- Who is 21 or older regardless of class status and free of any disciplinary history and conduct code violations.
- Who is obliged by other compelling circumstances to care for another person who lives with the Renter during the tenancy, with NMHU HSC being the sole judge of compelling circumstances, or
- Students who have applied for Post Optional Practical Training (OPT) will not be eligible to remain in on-campus apartments the semester following application for OPT training.
- Students not enrolled at NMHU and meeting the eligibility requirements above are not eligible to rent on-campus apartments. NMHU HSC reserves the right not to accept an application and contract due to a student's conduct and/or disciplinary history with the University.

GRADUATING STUDENTS
You are required to register for a minimum of 3 credit hours during the summer semester following graduation while you are residing in on-campus apartments.

Renter agrees to notify NMHU HSC of any change in eligibility criteria within seven days of the occurrence of such change. Should the renter not notify NMHU HSC of a change in eligibility within the contracted period, the department will cancel the rental contract and the student will be required to vacate the premises within 72 hours of receipt of notification. Moreover, upon demand, the renter agrees to submit to NMHU HSC evidence for eligibility for campus apartment housing.

1) RENTAL TERM:

a) The maximum term of any rental agreement for an eligible student and their spouse and dependants is as follows:

a. Undergraduate coursework = five years

b. Graduate coursework = three years

b)Residents and their spouse and dependants desiring to live in campus apartments beyond the outlined terms must present evidence including scholastic and financial records that establish extraordinary circumstances. The decision as to whether extraordinary circumstances exist is solely that of NMHU HSC and is final and binding on the resident and his or her spouse.

c) The rental term begins on the commencement date agreed to in the signed rental application and contract. Charges begin to accrue on the rental commencement date and are prorated based on a 30 -day month, dependant on which is applicable. Should the renter need to move in to the property at a later date, he or she must notify NMHU HSC in writing to request a later commencement date. If it is not possible to accommodate a later commencement date, the assignment will go to the next available renter.

d) The Renter agrees to submit verification of eligibility to rent each semester while contracted. Should the renter not register for classes during the summer semester, verification should be submitted for the ensuing fall semester. If verification is not provided, the Renter shall be in violation of the rental contract and required to vacate the premises. The Renter is required to provide verification by the first Friday of classes each semester the apartment is occupied.

2) OCCUPANTS:

a) Only the Renter, his or her spouse and their children may occupy the premises without the express written consent of NMHU HSC. Written consent is not required for guests who stay short periods of time. Guests are permitted to stay 14 calendar days per year only. NMHU HSC reserves the right to terminate this contract if guest visitation policies are violated.

b) The Renter shall have no right to sublease or assign the premises or any part thereof, and shall not give accommodation to boarders or lodgers.

c) The Renter must notify the apartment manager in writing of all guests who will be residing overnight on the premises regardless of length of stay.

PLEASE READ CAREFULLY!

CURRENT RESIDENTS WITH ROOMMATES ONLY

a)All roommates left as the sole occupant of the apartment will be responsible for all financial agreements with NMHU HSC and must incur the full rental amount of the apartment or vacate the apartment concurrently.

b) All current students occupying the premises with roommates who graduate or vacate the premises will be allowed to have another roommate. The HSC maintains a list of students who would like to reside in an apartment with a roommate. It will be the responsibility of the current resident to request assistance. The HCS is not responsible for selecting a roommate and will bear no liability regarding any roommate issues that might arise.

3) RATES AND FEES:

a) All students applying for on-campus apartments must pay an application fee of $200.

b) $100 of the application fee will be refunded only at the end of the contract term and only after all check out procedures and policies have been properly completed. Renter will forfeit this fee if policies and procedures are not adhered in any way. The application fee may be applied by NMHU HSC against any of the following:

a. Damage to the premises by the Renter, spouse, dependants, guests or any invitees.

b. Any unpaid balance owed to NMHU, including unpaid rent and any other student related expenses such as tuition, fees and fines.

c. Cleaning and disposal fees incurred by the Renter.

d. Losses incurred by NMHU due to the Renter's failure to comply with the Terms and Conditions of the Rental Contract.

c) NMHU HSC 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, but that is not guaranteed.

d) All students residing in on-campus housing are required to pay an activity fee of $40 each semester. This fee is nonrefundable.

This paragraph shall not be a limitation of remedies available to NMHU and NMHU Housing and Student Conduct.

4) FACILITIES:

a) Except for maintenance performed by NMHU, the Renter agrees to maintain on a day-to-day basis the premise in a good, safe, clean, sanitary and workable condition; and upon termination of this contract, the Renter will deliver the premises in a condition that is clean and ready to occupy with the exception of ordinary wear and tear or acts of nature. Furnishings and fixtures belonging to NMHU shall not be removed from the premises.

b) NMHU will maintain and repair NMHU appliances, fixtures, windows, doors and the heating system. It is the Renter's responsibility to notify the apartment manager for a needed repair. Should the renter fail to notify the apartment manager of any needed repair, causing additional damage or deterioration, the Renter will be subject to pay such repair cost applied to his or her student account. Should the cost of the repair not be remitted within 14 days, the contract shall be in violation and the Renter required to vacate the premises.

c) The cost of repairs by neglect or willful act of the Renter, spouse, dependants, guests or any invitees will be charged to the Renter and applied to his or her student account. Should the cost of the repair not be remitted within 14 days, the Renter shall be in violation of the rental contract and required to vacate the premises.

d) The Renter shall not improve, alter or remodel the premises. Unauthorized painting or hanging of wall paper is not permitted.

e) Campus apartments include Arrott and Gregg Apartments. Apartments are two bedrooms with a kitchen, living area, hallway and 1 bathroom.

f) The Renter is responsible for the area directly outside of his or her front entrance up to the railing. This area is to be kept free of any and all obstructions including but not limited to: furniture, clothing, and toys. Any items left out are subject to disposal by NMHU Facilities Services. NMHU HSC is not responsible for the replacement of any items damaged and /or disposed of regardless of circumstances.

5) ASSIGNMENTS:

Insofar as space allows, consideration is given to an applicant's choice of apartment building. Assignments are contingent upon receipt of the contract and application fee due at the time the application is submitted. All assignments are contingent upon acceptance for admission, registration for classes and eligibility requirements at New Mexico Highlands University.

6) INSPECTIONS AND RIGHT TO ENTER:

Authorized NMHU personnel shall have the right to enter the premises without written notification at reasonable hours and in a reasonable manner for the purpose of inspection, maintenance and/or repair work. Renter will consent to such entry and refusal is grounds for termination of contract. Authorized NMHU personnel have the right to enter the premises without written notification and without the Renter's consent in case of emergency. The University shall have the right to the following:

a) Have the right to inspect all apartments, without prior notice or consent if it deems necessary, for purposes of inventory, fire protection, sanitation, safety, maintenance, and policy enforcement;

b) Control, by medical direction, the use of apartments in the event of an epidemic;

c) Have the right to vacate a living area and require the student to move to other NMHU HSC 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.

7) KEYS:

Any and all keys to the premises are the property of NMHU, and the Renter agrees to return them without notice or demand at the end of tenancy. If keys issued to the Renter are lost or not returned, the Renter will be assessed a key (s) replace and lock change fee for the premises. Keys issued to the Renter may ONLY be distributed to the spouse and dependent children. Anyone in violation of the distribution of the issued keys including the Renter, spouse and dependent children shall be in violation of the contract and required to vacate the premises.

*Warning: Under New Mexico Law, IT IS A CRIME TO MAKE OR DUPLICATE A KEY TO NEW MEXICO HIGHLANDS UNIVERSITY BUILDINGS OR FACILITIES, INCLUDING THE PREMISES IN QUESTION.

8) APPLIANCES:

Renter shall not install or use washing machines, dishwashers, clothes dryers, freezers, air conditioners or other like appliances. Renter agrees to properly use and care for all NMHU fixtures and appliances.

9) UTILITIES:

A. The following utilities are provided: local telephone service, Internet access, cable television, water and heating.

B. It is the Renter's responsibility to make arrangements for electrical service through PNM.

C. The Renter will not be allowed to move into the assigned apartment without providing verification (PNM connection number) that the electrical is operational and in the Renter's name.

10) PUBLIC OR COMMON AREAS:

Renter may have reasonable use of public or common areas in common with all other Renters, spouse or dependant users. Use of these areas is contingent upon NMHU HSU policies. All public or common areas, including but not limited to, entries, halls, landings, stairways, balconies, yards, and parking areas, shall not be obstructed or littered nor used for any purpose for which they are not intended. No furniture or property of any description shall be stored in such areas and are subject to disposal at the Renter's expense if necessary.

A) Motor Vehicles:

a. Renter's agree to park or operate motor vehicles only in areas where such vehicles are permitted.

b. Motor vehicles not in operating condition (able to be driven) for more than 14 days, and/or not legally registered are not permitted in parking areas.

c. All vehicles inoperable or abandoned for more than 14 days may be towed at the vehicle owner's expense.

d. Maintenance work on vehicles is not permitted in parking lots.

e. Boats, campers, trailers and similar types of wheeled and stationary vehicles are not to be set, stored or parked in the parking lots. No NMHU property is available for such purposes.

11) TERMINATION OF CONTRACT:

NMHU HSC may terminate this contract and take possession of any apartment at any time for violation of any of the 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 administratively terminated. See Paragraph 15 for the financial consequences of termination of contract.

RESIDENT STUDENT RESPONSIBILITIES

12) FAILURE TO OCCUPY ASSIGNED APARTMENT:

a) Assigned apartments must be claimed within seven days of written notification. Failure to claim the apartment by such time will result in cancellation of the contract and forfeiture of $100 of the application fee.

b) Any Renter desiring additional time to claim the apartment must make such claim in writing to the NMHU HSC department within the initial seven-day notification period. Such notification is not a guarantee that additional time will be provided.

c) If the Renter does not honor the check-in appointment with the apartment manager, the assignment may be given to the next Renter, with no guarantee that a new assignment will be issued. It is the Renter's responsibility to notify the apartment manager if he or she is unable to honor the appointment or will be late and make arrangements, if possible for a new check in appointment.

d) Occupancy is established upon issuance of a key (or encoding of a card) to the student for a specified apartment and does not require actual physical presence by the student or his / her possessions.

13) HOUSING REGULATIONS:

a) Renters agree to observe the policies and expectations that govern on campus living. A complete list of policies and expectations contained in the Living on Campus Handbook is provided upon check in. The following is provided as a partial list:

1. A Renter is expected to observe all federal, state, and local laws and ordinances. A Renter must observe all University and NMHU HSC policies regarding possession or use of alcohol, illegal drugs, or gambling. In addition, a Renter is expected to observe health, safety, and maintenance-related regulations governing living on campus.

2. The following activities are prohibited: possessing firearms or other potential weapons; keeping pets, 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 areas other than designated lots; using or threatening to use physical violence against other residents or staff personnel (physical violence will result in an immediate cancellation of the Housing Contract); tampering with security and fire equipment. Failure to comply may subject the resident to sanctions, including contract termination, and removal from University housing and/or possible disciplinary sanctions by the Housing and Student Conduct department and/or the dean of students.

3. No party shall enter into any NMHU HSC contract on behalf of another individual. To do so would be considered FRAUD and will result in contract cancellation, disciplinary action and possible separation from the University.

14) CHECK-OUT PROCEDURES:

a) Check out means to permanently vacate the apartment. If you wish to reapply for family housing, a $200 application fee will be required with a new Application for Campus Apartments.

b) At the completion of the rental contract term, or upon cancellation, each Renter is required to follow the proper check-out procedures as outlined in the Living on Campus Handbook and the Intent to Vacate Notice.

c) Each Renter must submit a 30-day Intent to Vacate Notice to the HSC. Submission to any other department or persons will not be honored.

d) NMHU HSC reserves the right to charge an improper check-out fee of $100.00 for failure to comply, and to remove the belongings and dispose of such items. If the scheduled check out appointment is not honored by the Renter, the fee will be imposed.

e) NMHU HSC reserves the right to charge a cleaning fee (determined by the length of time and number of personnel assigned to the project) for failure to clean the apartment prior to checking out. A check-out WILL NOT be rescheduled to allow for cleaning.

15) CANCELLATION:

a) Charges specified below will be made in case of cancellation or disciplinary termination. Failure to obtain admission, provide eligibility verification or failure to enroll in classes by the first Friday of each semester will automatically cancel your NMHU HSC Campus Apartment Contract. Students who have submitted an application but who are not admitted or not enrolled must follow the contract cancellation procedures described in this paragraph. Contract cancellations must be accomplished in writing and signed by the student applicant and must be received by the Housing and Student Conduct Office.

NO TELEPHONE CANCELLATIONS WILL BE TAKEN. Failure to claim an assigned apartment within seven days of notification will constitute a cancellation.

b) Failure to claim assignment by such a time will result in forfeiture of the refundable $100 portion of the application fee.

c) When the Renter cancels and the Renter has not cleared the apartment through the appropriate check-out procedures and/or has not removed his/her belongings from the apartment, HSC reserves the right to charge an improper check-out fee of $100 and to remove and dispose of the items and to assess fees for such disposal.

d) If a contract is cancelled for any reason, and you must reapply for an apartment, a new application and application fee will have to be submitted. THERE IS NO GUARANTEE of acceptance.

16) FINANCIAL RESPONSIBILITIES:

a) The Renter agrees to pay all financial obligations set forth in the contract when due. Financial aid recipients must apply all financial aid available to their room and board charges after payment of tuition. In all cases where financial aid is insufficient to cover all charges it is the responsibility of the Renter to arrange payments with the business office.

b) Luna Community College students are not eligible to live in campus apartments. THERE WILL BE NO EXCEPTIONS.

c) If you apply for and are accepted into the campus apartments while registered as a NMHU student and you disenroll at NMHU for any reason, you will be required to move out of NMHU campus apartments.

17) ELIGIBILITY FOR HOUSING:

a) To remain eligible for campus apartments, the student must be enrolled for a minimum of six semester hours (not including audit or removal of incomplete grades) applicable toward the student's documented degree program, during both fall and spring semesters. Any student not fulfilling these requirements can and/or will be required to vacate any campus housing facility at the request of the Housing and Student Conduct department, Business Office or the dean of students.

b) Although the student is not required to enroll for the summer session, he or she must show proof of registration for the ensuing fall semester by the first Friday of classes for the summer session.

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 behavioral problems which may in the opinion of the University, negatively impact the group living environment, and individuals who have been previously evicted from campus housing.

By signing I agree to all the terms and conditions set forth in this document.

Signature Date