

**NEW MEXICO STATE UNIVERSITY
HOUSING AND RESIDENTIAL LIFE
Instructions for Affiliate Housing Contract
Burrell College of Osteopathic Medicine (BCOM) 2021-2022**

Please carefully read through all forms and Affiliate Housing Agreement before you complete the application. Once you have submitted the application form, the terms of the agreement apply.

Affiliate Housing - Students of Burrell College of Osteopathic Medicine (BCOM)

Student affiliates for this contract must be enrolled students in good standing of Burrell College of Osteopathic Medicine (BCOM), as reported at the start of each academic year by BCOM to New Mexico State University (NMSU) as a part of the Master Affiliation Agreement between NMSU and BCOM. Student affiliates may live in Single Student Apartment or Family Housing at New Mexico State University (NMSU). Family units include married couples, married couples with children, or single parents with dependent children and domestic partners (as defined by NMSU Policy found at <http://benefits.nmsu.edu/other/domestic-partner/>).

BCOM students will send a completed application to Housing and Residential Life at NMSU.

To have a complete application a student should submit:

- A completed Affiliate housing application (available at housing.nmsu.edu/affiliate).
- **A \$300 housing deposit is required upon submission or application, along with a nonrefundable \$50 application fee.** Checks should be made payable to NMSU and should have NMSU HOUSING in the memo line. Application, fees and deposit payments should be submitted to NMSU.
- As part of the application process for Student Family Housing units, a criminal history check and rental payment history will be conducted on all adult occupants 18 years of age or older, other than the Affiliate. By signing the BCOM Affiliate application, you authorize New Mexico State University to conduct this additional process. Results of the criminal history checks and rental payment history of each individual will be shared with the applicant.

Agreement Term and Renewal

- Assignment is based on the date your completed application and fees are received. A waiting list is in effect for most terms.
- Application does not guarantee an assignment.
- Incomplete applications or applications received without appropriate fees and deposit cannot be processed.
- Occupancy terms for single student apartments requires a minimum obligation of one academic year (10 months) beginning in the fall semester or a minimum of one semester if beginning in the spring semester. An Affiliate with less than six months to graduate may request a shorter agreement term. Verification of pending graduation is required. A re-verification of all occupants is required at each renewal period.
- Regardless of whether the student moves into the apartment/unit or voluntarily or involuntarily moves out of the apartment/unit prior to the expiration of the term of this agreement, Affiliate agrees to pay rent for the entire term of the agreement.
- Please remember, applying for campus housing requires a financial commitment. Should you choose to cancel your application, you must do so prior to June 1 otherwise you forfeit all or part of your \$300 housing deposit.

2021-2022 Housing Rates*

Housing Application Fee	Non-Refundable	\$50
Housing Deposit	Refundable (based on cancellation date)	\$300
Rental Charges Single Class 2022 From 7/1/21-4/30/22	Vista Del Monte furnished (2 bedroom) Shared or Private (1 bedroom)	\$6,858.24 or \$10,971.36
	Sutherland Village unfurnished (2 bedroom) (single student or family)	\$6,946.19
	Cervantes Village unfurnished (4 bedroom) (family housing only)	\$9,524.78
Rental Charges SingleClass 2023 From 6/19/21-6/19/22	Vista Del Monte furnished (2 bedroom) Shared or Private (1 bedroom)	\$8,256.96 or \$13,208.94
	Sutherland Village unfurnished (2 bedroom) (single student or family)	\$8,362.85
	Cervantes Village unfurnished (4 bedroom) (family housing only)	\$11,467.33
Rental Charges SingleClass 2024 From 7/6/21-5/29/22	Vista Del Monte furnished (2 bedroom) Shared or Private (1 bedroom)	\$7,399.68 or \$11,837.52
	Sutherland Village unfurnished (2 bedroom) (single student or family)	\$7,494.58
	Cervantes Village unfurnished (4 bedroom) (family housing only)	\$10,276.73
Rental Charges SingleClass 2025 From 7/6/21-5/29/22	Vista Del Monte furnished (2 bedroom) Shared or Private (1 bedroom)	\$7,399.68 or \$11,837.52
	Sutherland Village unfurnished (2 bedroom) (single student or family)	\$7,494.58
	Cervantes Village unfurnished (4 bedroom) (family housing only)	\$10,276.73

*Proposed Rates subject to change. NMSU's Board of Regents approve the upcoming academic year's housing and meal plan rates.

Cancellation Refund Schedule

Fall/ Spring	Charge	Refund	Room Rental Fees
Cancellation on or before June 1 (Fall Applicant) or December 1 (Spring Applicant)	-0-	\$300	-0-
Cancellation after June 1 (Fall Applicant) or December 15 (Spring Applicant)	\$300	\$0	-0-
No Show Cancellation (No cancellation is completed when the Affiliate does not arrive to claim the assigned space by 11:59PM on August 1 when a late check-in is not requested.)	\$300	-0-	Room charges for one semester

Application Acceptance Policy

The University reserves the right to deny housing to any Affiliate or individual. Examples of reasons for denial include, but are not limited to, individuals who have a criminal history, individuals who have

behavioral problems which may, in the opinion of the University, negatively impact the group living environment, individuals who have been previously terminated from campus housing, or individuals who have poor rental histories.

The University reserves the right to cancel a request for housing services and/or terminate the Affiliate Housing Agreement if it becomes apparent that the Student misrepresented facts or did not fully disclose information on this application form or as otherwise requested by the University.

University may amend the terms and conditions of the Housing Agreement. Continued occupancy, after notification of the new terms and conditions shall constitute agreement by all occupants to such new terms and conditions.

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Applicant Name: _____, **Affiliate ID#:** _____

Gender: Male Female Trans/Other **Date of Birth:** _____

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

Cell Phone: _____ **Home Phone:** _____

Email (BCOM email address if available) _____

Housing status updates will be sent to the cell phone# provided via text message . If you do **NOT** want to receive text notifications, check box to **OPT OUT**

Term: **Summer 2021 (current BCOM students only)**
 2021-2022 Academic Year
 Entire Year (includes summer 2022)

Spring 2022 (January 2-May 31)

Have you even been convicted of a felony? Yes No

Smoking Preference: Nonsmoking Smoking **OK**

Affiliate Housing Options: Please preference communities you are interested. Final assignment is based on availability.													
<p>Vista Del Monte Single Student Apartments - Furnished</p> <p><input type="checkbox"/> Two-bedroom, 1 Bathroom Shared (10 months) (single bedroom and roommate in 2nd bedroom)</p> <p><input type="checkbox"/> Two-bedroom, 1 Bathroom Private (10 months) (Private with access to one bedroom in the apartment; n o r o o m m a t e cannot sublease to others)</p> <p><input type="checkbox"/> Two-bedroom, 1 Bathroom Shared (12 months) (single bedroom and roommate in other bedroom)</p> <p><input type="checkbox"/> Two-bedroom, 1 Bathroom Private (12 months) (Private with access to one bedroom in the apartment; n o r o o m m a t e cannot sublease to others)</p> <p>Requested Roommate (Must be affiliated with BCOM or NMSU) Name: _____</p> <p>ID#: _____</p> <p>Date of Birth (DOB): _____</p>	<p>Student Family Housing- Unfurnished (Maximum individual capacity limit details at housing.nmsu.edu)</p> <p><input type="checkbox"/> Sutherland Village-Two-bedroom home (10mos)</p> <p><input type="checkbox"/> Sutherland Village -Two-bedroom home (12mos)</p> <p>--Cervantes Village – Four-bedroom, 2-bathroom Unit (10 mos)</p> <p><input type="checkbox"/> Cervantes Village – Four-bedroom, 2-bathroom Unit (12 mos)</p> <p>Indicate Your Qualifying Status: <input type="checkbox"/> Married/ Domestic partnership <input type="checkbox"/> Single/w children <input type="checkbox"/> Married Domestic partnership w/children</p> <p>Please list all persons who will live in the household and their relationship to you:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Name</td> <td style="width: 33%;">Relationship</td> <td style="width: 33%;">DOB:</td> </tr> <tr> <td>Name</td> <td>Relationship</td> <td>DOB:</td> </tr> <tr> <td>Name</td> <td>Relationship</td> <td>DOB:</td> </tr> <tr> <td>Name</td> <td>Relationship</td> <td>DOB:</td> </tr> </table>	Name	Relationship	DOB:	Name	Relationship	DOB:	Name	Relationship	DOB:	Name	Relationship	DOB:
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By your signature on this application you acknowledge that you have received a copy of the affiliate housing agreement and you accept all the terms and conditions therein. Payments should be submitted directly to NMSU.

Affiliate Signature: _____

Date: _____

OFFICE USE ONLY:

Date Received: _____

Payment Info: _____

Computer Entry: _ _ _ _ _

Once your application has been approved and space is available, you will be sent confirmation via email, along with the Affiliate Student Housing Agreement for your signature committing you to live with us and follow business and behavioral expectations as outlined below:

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THIS Housing Agreement is made by and between _____ Affiliate Student ("Affiliate") and the Board of Regents of New Mexico State University (NMSU) on behalf of Housing and Residential Life ("University"), each individually a "Party" and collectively the "Parties". Affiliate understands the university will not permit Affiliate to occupy a room/apartment/unit without the Affiliate's agreement to all terms and conditions.

IN CONSIDERATION of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

NMSU hereby licenses to Affiliate the use of apartment or housing unit ("unit") _____ located at _____ Las Cruces, NM 88003

RENT: During the term of this Agreement, Affiliate agrees to pay rent in accordance with approved rate structure as disclosed at <http://nmsu.housing.affiliate>. Rent is determined by contract period, includes utilities and internet, except telephone in Vista Del Monte and \$695/month in Sutherland Village for student family housing residents. Additional rates apply for private units, Vista del Monte and Cervantes four-bedroom family units. Affiliate agrees he/she will not waste or permit waste of water, gas or electricity. All rent payments shall be made to NMSU. By signing this agreement, affiliate agrees to pay rent for the entire term of this agreement and is obligated for a minimum of one academic year beginning in the fall semester, regardless of whether student moves into the apartment/unit or involuntarily moves out of the apartment/unit prior to the expiration of the terms of this agreement, and subject to the termination clause presented below. Affiliate will not be allowed to occupy the housing unit until the full amount due for the Fall semester has been paid in full to NMSU. Affiliate will not be allowed to occupy the housing unit in the Spring semester until the full amount due for the Spring semester has been paid in full to NMSU

AFFILIATE STUDENT: Student of Burrell College of Osteopathic Medicine (BCOM) authorized by BCOM as an active enrolled student in good standing eligible to apply for housing at NMSU.

ASSIGNMENT: This Agreement may not be assigned by Affiliate and any attempted assignment will be void. The University will not guarantee assignments to particulate buildings, types of accommodations, specific rooms, apartments or units, 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. As part of the application process for student family housing, a criminal history check and rental payment history will be conducted on all adult occupants 18 years of age or older. By signing the BCOM Affiliate application, you authorize New Mexico State University to conduct this process. Results of the criminal history checks and rental payment history of each individual will be shared with the applicant, and will be used to determine eligibility to live in university-operated housing.

TERM: The term of this Agreement shall commence on July 1 and shall end on either April 30 (10 months) or June 30(12 months), unless earlier terminated as provided for herein. All of Affiliate's obligations, whether contained in this Agreement, NMSU Policies or elsewhere shall survive the expiration or early termination of this Agreement. Prorated agreements will begin on the date the contract

is executed and continue until April 30 (10 months) or June 30 (12 months).

OCCUPANCY: Housing shall be used as a home by the Affiliate, the Affiliate's legal dependents, and other authorized adult members of the household only. These occupants shall be expected to follow the same Policies/Regulations that have been established for all residents. No commercial activity of any kind shall occur in this unit. No subleasing of any kind is permitted.

CHECK-IN: Affiliate shall contact the Housing and Residential office at least 3 business days prior to desired check-in time to schedule an appointment. The check-in process will include, among other things, a walk-through with the Housing and Residential Life staff and issuance of keys to the apartment/unit. Check-in appointments are required to be conducted and will be scheduled during normal business hours. The Parties agree that if Affiliate fails to check-in during scheduled period, this Agreement shall automatically terminate and NMSU shall retain housing deposit as liquidated damages. Early arrival (before August 1st) is not permitted unless specifically agreed upon by BCOM and NMSU Housing and Residential Life.

CHECK-OUT: Affiliate shall contact the Housing and Residential office at least 3 business days prior to desired check-out time to schedule an appointment. Check-out appointments must be scheduled during normal business hours. The check-out process will include a walk-through with the Housing and Residential Life staff, who will inspect the apartment/unit and assess any damages. Apartment/unit keys will be turned-in upon completion of the final walk-through of the apartment/unit. Prior to the appointment, Affiliate shall remove all personal items from the apartment/unit, clean and return the apartment/unit to its condition at check-in. Failure to properly check-out will result in an improper check-out fee in addition to any other charges for unreturned keys, damage, trash, etc. Affiliate's failure to comply with check-out procedures will constitute a waiver of Affiliate's right to be present as staff assesses the apartment's/unit's condition for damages and right to appeal any charges.

ENTRY INTO APARTMENT/UNIT: Affiliate agrees that authorized NMSU personnel may enter and inspect apartment/unit at any time to verify the condition of the apartment/unit, to verify occupancy, to perform routine or emergency maintenance, to clean for future occupancy, to enforce safety, health and NMSU Policies, or during an emergency. Authorized personnel will be identifiable by uniform or University-issued identification card/badge. Whenever possible, prior notification of entry will be given, but is not required. In the event that Affiliate refuses entry by authorized personnel or otherwise hinders access to an apartment/housing unit, Affiliate may be held liable for any resulting damage.

ABANDONED PROPERTY: Any property of the Affiliate left on campus following the expiration of this agreement or termination of occupancy shall be deemed abandoned and the Affiliate authorizes the university to dispose of it in any manner it decides including removal, sale or donation within 30 days of the property being abandoned.

BEHAVIOR AND MAINTENANCE EXPECTATIONS: Affiliate and guests shall comply with all federal, state and local laws, NMSU Policies and the rules and regulations of NMSU as now in effect or hereafter modified or adopted, whether or not they are specifically mentioned in this Housing Agreement. Failure to do so may result in termination of this Agreement. Affiliate acknowledges that he/she has read, and agrees to abide by, NMSU and its Housing and Residential Life Policies and Procedures located at <https://housing.nmsu.edu/guide/>. If this Agreement is terminated by NMSU, Affiliate will be ineligible to live in any residence owned and/or managed by NMSU's Housing and Residence Life in the future.

Affiliate acknowledges that he/she does not have exclusive possession or control of the apartment/unit licensed herein. Affiliate may use the apartment/unit only as permitted by this Agreement and subject to the management and control of NMSU. Affiliate agrees that NMSU, in its sole discretion, in the interest of order, discipline, emergency, health, safety, welfare or other significant administrative reason, may change apartment/unit assignment or prohibit any individual from residing in NMSU campus housing. This includes, but not limited to: a need to vacate a floor, wing, patio, building or complex; consolidate single student apartments not fully occupied; control the use of apartments/units in the event of severe health concern(s) or for the health or safety of others; provide necessary space to accommodate staffing needs; reassign areas to accommodate gender mix; vacate an area for major repairs; temporarily close facilities during extended University break periods.

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 Housing and Residential Life, in a timely manner, of damage or needed repairs via the established Work Request procedure. The Occupant(s) agree to: be responsible for the care and maintenance of the grounds, except for the mowing of the front yard (student family housing residents only); maintain the University's property in good condition. If, through the negligence of the Occupants, the property is damaged (e.g., fire), the Affiliate will be held responsible for the cost of repairs and/or equipment associated with such damages; be liable for damages or other loss incurred to the unit and equipment that is not the result of ordinary wear and tear: a) Alterations by Occupants - The Occupant must obtain written consent from the Director of Housing and Residential Life or his/her designee before making alterations, additions or repairs to the dwelling, its equipment or grounds.

DAMAGES: Affiliate shall be liable for all damage to, and loss of, NMSU property caused by Affiliate's act, omission or neglect. Any acts of vandalism or other criminal acts or conduct are subject to financial responsibility as well as, prosecution by authorities. Applicable charges will be billed through NMSU and paid accordingly. Housing and Residential Life will use the damage deposit to cover the fees associated with an affiliate vacating housing. Other damages, including damage to property or replacement of keys/lock re-core will be billed through NMSU.

INSURANCE: NMSU is not responsible for any loss, theft or damage to personal property and effects, or for the personal property and effects of guests. Affiliate should obtain insurance coverage for personal property and effects.

TERMINATION BY NMSU: This Agreement will be automatically terminated if (a) Affiliate is no longer a student of Burrell College of Osteopathic Medicine and is not registered for any credits; or (b) Affiliate has completed all coursework necessary for an advanced degree at the end of fall semester and officially changes status; or (c) Affiliate leaves the area in order to participate in an official Burrell College of Osteopathic Medicine sanctioned educational program. In each case, BCOM will submit official documentation directly to NMSU prior to the end of the semester. University may terminate this Agreement immediately by delivery of written notice to Affiliate if Affiliate: (a) fails to make any rent payment or other payment when due; or (b) violates any NMSU Policies; or (c) breaches any promise, obligation or condition of this Agreement. If this agreement is terminated by NMSU, the affiliate shall remain liable for rent payments for the remainder of the contract term (10 months or 12 months) or to the maximum extent permitted by law. In any event, Affiliate will comply with all check-out policies. Affiliate agrees to vacate apartment/unit within twenty-four (24) hours unless permission to remain longer has been obtained, in writing, from the Director of Housing and Residential Life, or designee.

TERMINATION BY AFFILIATE: If terminating before the end of the contract period, Affiliate shall provide notification, to the Housing and Residential Life Office, of intent to vacate or to renew including desired term (ten or twelve months). Affiliate may petition to terminate this Agreement by submitting a request in writing to NMSU if a) Marriage or Domestic Partnership or birth of a child: Agreement termination due to marriage, domestic partnership, or birth of a child will be approved no sooner than two weeks prior to the date of the official ceremony (or birth) with supporting documentation. For purposes of the Agreement, Housing and Residential Life defines and qualifies domestic partnerships under the same guidelines as defined by NMSU for benefits. Please refer to the NMSU Benefits Services web page benefits.nmsu.edu for information on domestic partnership qualifications or b) Extenuating Circumstance: Affiliates requesting termination, based on extenuating circumstances must provide documentation to verify the claim, demonstrate a significant change in circumstance, and demonstrate that Housing and Residential Life is unable to provide any accommodation on campus that will meet their needs. Extenuating health concerns and medical emergencies are examples of situations that may be included under this condition. Affiliate will be required to submit official documentation in support of request and will comply with all check-out policies.

WAIVER: The failure of NMSU to require performance of any provision of this Agreement shall not affect NMSU's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No waiver shall be effective against NMSU unless in writing and signed by an authorized representative of NMSU.

SEVERABILITY: If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain unmodified and in full force and effect.

Affiliate agrees that the University may amend the terms and conditions of this Housing Agreement. Continued occupancy, after notification of the new terms and conditions shall constitute agreement by all occupants to such new terms and conditions. Affiliate agrees to all terms and conditions stated herein and acknowledges he/she has read the Housing and Residential Life Policies and Procedures:

Affiliate's Full Name: _____ Date: _____
Affiliate ID #: _____ (completed by BCOM)