



LCC STUDENT HOUSING CONTRACT

2026 – 2027 ACADEMIC YEAR

This Student Housing Contract ("Contract") is entered into between _____ ("Student") and **Luna Community College ("LCC")**, a public institution for higher education, for residency at **New Mexico Highlands University ("NMHU") residence halls** for the 2026-2027 Academic Year. LCC Student must apply to NMHU prior to execution of this contract. This Contract shall be effective as of the last date of signature to the Contract ("Effective Date"). The rights under this contract are not transferable and shall not be assigned by the Student.

I. Room Rates and Responsibilities

- A. NMHU Housing Application:** LCC has contracted with NMHU to provide rooms to LCC Students in their Residence Halls. LCC Student must complete the NMHU housing application process and be approved as a first step. Students may sign up for the full academic year or one semester at a time (See Appendix A for rates).
- B. Non-Refundable Application Fee** NMHU may charge LCC Student a non-refundable one-time application fee, payable to NMHU via credit or debit card, at the time of the application, to secure a room at NMHU during the 2026-2027 Academic Year.
- C. Room Election.** LCC Student shall pay the following amount to LCC for a room at NMHU during the 2026-2027 academic year.

Housing/M meal Plan Assignment Information

Academic Year	_____	
Semester Only	____ Fall	____ Spring
Occupancy	____ Single	____ Double
Residence Hall	_____	_____ Cost
Meal Plan	____ A ____ B ____ C	_____ Cost

D. Consolidated Housing & Dining Payment Schedule

- LCC Housing & Dining Downpayment:** Because a meal plan is required for residence hall occupancy, Student is required to make a single, consolidated downpayment of \$240 to LCC prior to the start of classes. This downpayment covers the room downpayment (\$100), the meal plan downpayment (\$100), and the mandatory student activity fee (\$40).

- i. **Fall Deadline:** August 17, 2026
- ii. **Spring Deadline:** January 11, 2027

2. **Payment of Remaining Balance & Financial Aid:** The remaining balance for the room and meal plan will be assessed to the Student's LCC account. If a student is receiving financial aid or scholarship that is eligible to be applied to room and board, these funds will be applied to the Student's account after the official census date (approximately three weeks into the semester). Please note, receiving financial aid does not guarantee that housing and meal plan charges will be completely covered. LCC Student is strictly responsible for paying any remaining out-of-pocket costs. **(See Appendix B for Payment Plan Election)**
3. **Installment Payment Plan:** By signing this contract, LCC Student commits to paying any remaining balance (after the downpayment and financial aid are applied) in full by the end of the semester. LCC offers an automatic Installment Payment Plan for the outstanding balance, divided into equal monthly payments due on the **20th of each month**, beginning the month following the census date (e.g., September 20 for the Fall semester, February 20 for the Spring semester).
4. **Late Fees & Nonpayment Penalties:** A \$25 late fee will be charged for any installment payment that is not received by the due date. Failure to make timely payments may result in a financial hold being placed on the LCC Student account, preventing registration for future semesters. Continued nonpayment may lead to the termination of the meal plan and eviction from NMHU campus housing in accordance with College policies. LCC also reserves the right to charge interest via a separate agreement.
5. **Failure to Show.** If a student has filled out the necessary application to ensure a room/meal plan for the semester, but does not show up for check-in by the first day of classes, NMHU may deem that the room is forfeited and the LCC Student's room will be assigned to someone else. The student's deposit will be forfeited. LCC reserves the right to keep any downpayment Student makes on the room. If a student is unable to check in by the first date of classes, then the student must submit a written request to have the room set aside for a specific day. It is at the discretion of NMHU to honor such a request.
6. **Refunds.** The room downpayment is non-refundable if the student has already utilized the room, regardless of the duration of the LCC Student's stay. Any further room charge payment refunds are based upon the Student being formally released from the Contract by LCC (See Appendix A for refund schedule). If a student receives federal financial aid, refunds will be subject to federal financial aid policy.
7. **Damages or Fines.** Any expenses related to room damages or fines will be charged to the LCC Student account balance. These charges must be paid by the LCC Student by the end of each semester for the student to remain in good standing. Failure to make timely payments may result in a hold placed on the Student's account and could lead to eviction from the residence hall.

8. **Compliance with Policies.** LCC Student shall at all times comply with NMHU policies applicable to residence hall occupants. Failure to comply with these policies may result in Student's eviction from the their assigned room at NMHU.
9. **License for Occupancy.** LCC Student understands that room payment rates are a license fee to use and occupy NMHU housing, not a rental payment.

II. Term

The term of this Contract for the 2026/2027 academic year is as follows:

- **Academic Year:** August 17, 2026 - May 7, 2027
- **Fall Semester:** August 17, 2026 to December 11, 2026
- **Spring Semester:** Jan 11, 2027 to May 7, 2027

Note: LCC Student Athletes may move in one week early with no meal service. Meals will be provided by LCC Athletic Department.

III. Termination

A. Removal from Student Housing. NMHU reserves the right to remove students from student housing. If NMHU exercises this right, LCC Student will be required to terminate residency in the Student's NMHU assigned room as of the date of notice by NMHU. LCC Student's payment for a room, meal plan, and student activity fee is subject to the refund policies outlined above. In no event will NMHU termination of Student's housing absolve the Student for any outstanding balances owed to LCC. Failure to pay any outstanding balances may result in a hold placed on LCC Student's account and limit Student's eligibility to continue classes at LCC.

B. Emergency Termination. If NMHU terminates Student's housing due to any public health or general emergency needs, LCC will offer reimbursements for impacted LCC Student based on the refund policies listed above as well as information available at the time of a public health or other emergency.

C. Requirement to vacate. NMHU reserves the right, upon notice of termination, to require the resident to vacate the assigned room within the time frame established by NMHU and Luna Community College. The LCC Student may not enter or visit NMHU residence halls following termination without prior written permission from both LCC and NMHU.

D. Termination for Failure to Maintain Credit Hours. LCC reserves the right to terminate this Contract if the LCC Student drops below **6 credit hours** or is not attending classes, fails to make payments as required or for other violations of the terms of this Contract.

IV. Student Cancellation

To cancel this Contract, LCC Student must notify **Athletic Director Randall Krutsch** of the date of cancellation of this Contract. The effective date of cancellation of this Contract will be the

date Student no longer occupies the residence hall room at NMHU. Any refund will be made according to the policies described above.

V. Non-Discrimination Policies

LCC is committed to providing an inclusive and welcoming environment for all students. LCC agrees to not discriminate on the basis of race, color, religion, national origin, sex (including pregnancy, sexual orientation, or gender identity), age, disability, familial status, or any other characteristic protected by applicable federal, state, or local law. All housing assignments, facilities, and services will be administered in a manner that ensures equal opportunity and access for all residents.

VI. Entire Agreement

This Contract represents the entire understanding between the parties and supersedes any prior agreements, verbal, written, or implied, or understandings with respect to the subject matter of this Contract.

VII. Governing Law

This Contract will be construed, interpreted, governed, and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico, without regard to its choice of law provisions. Any dispute concerning this Contract must be heard in the Fourth Judicial District Court, New Mexico.

VIII. Severability

If any provision of this Contract is held to be invalid, and if the essential purposes of this Contract are not frustrated by amending or severing the invalid provision, then it is the intention of the parties that the provision shall be deemed amended to the minimum extent required to render the provision valid and enforceable, or if such amendment is not possible, that the provision be deleted and the remainder of this Contract remain in force.

SIGNED BY:

STUDENT	LCC HOUSING DESIGNEE
_____ STUDENT NAME PRINTED	<u>Randall Krutsch</u> NAME PRINTED
_____ STUDENT SIGNATURE	<u>Athletic Director</u> TITLE
_____ STUDENT ID NUMBER	_____ SIGNATURE
_____ DATE	_____ DATE

APPENDIX A
NMHU Housing and Meal Plan Rates 2026-2027

Residence Halls Viles & Crimmin,
currently fully occupied for Fall 2026

1 bed / 1 bath – \$3,712
2 bed / 1 bath – \$3,152
2 bed / 2 bath – \$3,317
4 bed / 2 bath – \$3,002

Melody (single) – \$2,839
Melody (double) – \$2,581
Connor (single) – \$2,722
Connor (double) – \$2,491

East/West Kennedy – \$3,167, *currently fully occupied for Fall 2026*

South Kennedy – \$3,167, *currently fully occupied for Fall 2026*

- \$200 one-time non-refundable application fee paid to NMHU at time of application
- NMHU charges a \$40 student activity fee

Meal Plan Rates: required with residence hall plan

A Plan – \$2,909 306 meals plus 355 Flex dollars
B Plan – \$2,523 251 meals plus 420 Flex dollars
C Plan – \$2,125 200 meals plus 485 Flex dollars

- Meal plans are required for all students living in residence halls.
- Meal plans can be purchased without a residence hall contract
- Flex dollars can be redeemed at the NMHU coffee shop and NMHU C-Store.

Fall 2026 Meal Plan Refund Schedule

- **100%** – Through Aug. 17
- **85%** – Aug. 18–30
- **80%** – Aug. 31–13
- **75%** – Sept. 14–23
- **60%** – Sept. 24–Oct. 7
- **45%** – Oct. 8–21
- **30%** – Oct. 22–Nov. 4
- **15%** – Nov. 5–18
- **5%** – Nov. 19–Dec. 11
- **No refund** – After Dec. 11

Spring 2027 Meal Refund Schedule

- **100%** – Through Jan. 11
- **85%** – Jan. 12–25
- **70%** – Jan. 26–Feb. 8
- **55%** – Feb. 9–22
- **40%** – Feb. 23–Mar. 8
- **25%** – Mar. 9–22
- **15%** – Mar. 23–Apr. 5
- **10%** – Apr. 6–19
- **5%** – Apr. 20–May 7
- **No refund** – After May 7

APPENDIX B: Payment Plan Election Addendum

Student Name: _____ **Student ID:** _____

Term (Circle One): Academic Year 26-27 / Fall 2026 / Spring 2027

By signing this Student Housing Contract, you are committing to the financial responsibilities associated with living in NMHU residence halls and utilizing the required meal plan. After paying the initial **\$200 one-time nonrefundable application fee**, all remaining housing and meal plan charges will be assessed to your LCC student account. A \$240 initial payment to LCC will be required at the start of the semester.

Payment Election (Check One)

☐ **Option 1: Pay in Full** I elect to pay my remaining housing and meal plan balance in full. I understand that my payment is due immediately following the financial aid census date (approximately three weeks into the semester). If full payment is not received, I understand I will be charged a \$25 late fee and a hold may be placed on my LCC account.

☐ **Option 2: Installment Payment Plan**

I elect to enroll in the LCC Installment Payment Plan for my remaining housing and meal plan balance. By choosing this option, I agree to the following terms:

- My remaining out-of-pocket balance (after financial aid is applied) will be divided into equal monthly installments.
- Payments are due on the **20th of each month**, beginning the month following the census date (e.g., September, October, November, and December for the Fall semester). Pay online from the LCC Student portal: <https://student.luna.edu/>
- A **\$25 late fee** will be assessed for any missed or late installment payment.

_____ **Initial:** I understand that failure to make timely payments will result in a **\$25 late fee**, an account hold preventing future registration, and continued nonpayment may lead to termination of my meal plan and eviction from campus housing.

Financial Aid Acknowledgement (Please initial to acknowledge)

_____ I understand that receiving financial aid does not necessarily mean my housing and meal plan charges are completely covered.

_____ I acknowledge that if my financial aid does not cover the full cost of my room and board, I am expected to pay the remaining cost out-of-pocket. I agree that these charges must be paid by the end of the semester for me to remain in good standing.

Student Signature: _____ **Date:** _____

Finance Office Signature: _____ **Date:** _____