



## Housing Contract Terms

The University of Memphis operates the university housing on a contract basis for the full academic year. Your signature acknowledges that this contract is a binding legal agreement. You may not alter this contract in any way without a written agreement from the Director of Housing and Residence Life, or their official designee (hereinafter referred to as “Director”). You are responsible for reading the terms below carefully and ensuring that all of your questions are answered prior to signing. If you have any doubt about the meaning of any terms or if you need accommodations to access the terms (including any of the embedded urls), please contact the Department of Housing & Residence Life (“Department”) at 901-678-2295 or via email at [housing@memphis.edu](mailto:housing@memphis.edu).

### TERMS AND CONDITIONS

#### 1. Definitions

- a. Fully admitted student. An individual who has been accepted as a student at the University and is enrolled for a minimum of six (6) undergraduate or three (3) graduate semester hours prior to checking in. Summer students must be enrolled for at least three (3) undergraduate hours for the session living on campus.
- b. Fall Semester. The period from the official opening day and hour of the University Housing through twenty-four (24) hours following the resident’s final examination, or if applicable, the time posted on the day of commencement exercises, or according to the terms of an extended contract.
- c. Guest. An individual who does not have a contract and accompanying housing assignment for a space where they are visiting, residing or occupying.
- d. Maymester Session (main campus only). from the day following the last day of Spring housing contract to the official opening day and hour of the University Housing for the summer session.
- e. Occupancy. The period commencing once the resident has received a key for University Housing and/or has moved personal belongings into University Housing.
- f. Resident. A fully admitted student who has an executed housing contract and has checked into University housing.
- g. Spring Semester. The period from the day following the last day of Fall housing check out to twenty-four (24) hours following the resident’s final examination for the Spring semester, or if applicable, the time posted on the day of commencement exercises. University Housing is closed during the week designated by the University as Spring Break, except for those buildings that have an extended contract. h. Summer Session (Memphis campus only): from the official



opening day and hour of the University Housing for the specific Summer term(s) for which housing is requested and extended through twenty-four (24) hours following the resident's final examination, or if applicable, the time posted on the day of commencement exercises, or according to the terms of an extended contract. i. University Housing. Any residence hall owned, operated or controlled by the University of Memphis, or any bedroom space leased by the University of Memphis from a third-party housing complex.

#### 1. Eligibility

- a. To be eligible to reside in University Housing students must be fully admitted to the University or conditionally admitted students in a degree program at the University.
- b. All students shall have an equal opportunity to reside in University Housing regardless of race, gender, marital status, creed, color, national origin, or disability.
- c. No person who is registered, or required to register, as a sex offender will be eligible to reside in University Housing.
- d. All students under the age of twenty-two (22) who reside in University Housing must provide proof of adequate immunization against meningococcal disease as required by state law unless they have a valid exemption. Students who fail to provide proof of adequate immunization will not be allowed to reside in University Housing unless they have a valid exemption.
- e. Students who have an outstanding balance with University and Student Business Services may be prevented from participating in any housing process, including but not limited to, housing assignment, housing selection, or room changes. The University reserves the right to deny residency to any student with an outstanding fee balance or hold.
- f. Residents signing a contract for Maymester are only eligible for housing if enrolled in Summer I session courses and have a Summer I housing application and assignment. Residents signing a contract for summer II session must be enrolled in Summer session II courses to remain eligible for housing.
- g. Residents must immediately report any change in enrollment or other eligibility status that affects their eligibility to live in University Housing to the Office of Housing and Residence Life at [housing@memphis.edu](mailto:housing@memphis.edu).
- h. The Director reserves the right to refuse any housing application, to change or cancel any assignment, or to terminate a resident's occupancy for justifiable cause. Receipt of the housing application does not guarantee a housing assignment.

#### 1. Duration and Dates of Occupancy

- a. This contract is binding for the entire academic year, which includes only the Fall and Spring Semesters. Not returning midyear (after the Fall Semester) does not release a resident from the remainder of the contract for the Spring term. Students intending to live in University Housing



during Maymester or Summer term will be required to sign a separate contract, which will include separate rates for those semesters.

b. This contract can only be cancelled as allowed under Sec. 7 Financial Responsibility, Cancellation and Termination.

c. Residents may be relieved of continuing housing charges for the academic year (Fall and Spring Semester) if one of the following conditions is met and they cease occupancy:

i. The resident is graduating at the end of the Fall semester.

ii. The resident is not returning to the University for the Spring semester as a student.

iii. The resident is participating in study abroad for the Spring semester.

iv. The resident is called to active military duty; or

v. The resident is otherwise no longer eligible to reside in housing, in line with eligibility standards set by the Department of Housing and Residence Life.

If any of the above applies, the resident is required to vacate their space, in accordance with University procedures, within twenty-four (24) hours of their last fall semester exam.

d. An additional charge, in accordance with the Fee Schedule, will be assessed for residents who live in University Housing outside the established contract period or who fail to complete the check-out procedure.

#### 1. Room Assignments/Change/Consolidation/Accommodations

a. Room Assignments.

i. The Department reserves the right to make all University Housing assignments. Factors considered for assignment include but are not limited to the student's place of permanent residence, roommate choice, classification, involvement in campus communities, and availability of accommodations.

ii. There is no guarantee that the Department will be able to comply with roommate requests. Roommate pairings are made without regard to race, color, creed, or national origin.

iii. All single occupants must live alone and not have roommates or other occupants, unless their space is designated as a shared student apartment by the Department.

iv. Shortly after the beginning of each semester, a time is set aside for room change. Changes in the room rate will be adjusted on the resident's account. Room changes after the official room change period may be permitted only in unusual circumstances. Residents participating in unauthorized moves may be required to return to their original room assignments.



b. Consolidation. Residents assigned a double occupancy space where a roommate has yet to be assigned, may only occupy one space, and must keep the other space open for immediate availability for a new roommate. Sole occupants of double rooms or apartment/townhouse after room change who do not wish to declare their rooms single and pay the additional cost, if given the opportunity, may be required to consolidate. Consolidation assignments will be made by the Department. Residents whom the Department deems required to move to a new room will be notified in writing. Failure to adhere to the consolidation assignment may result in being billed for a single room.

c. Accommodations. The University provides reasonable accommodations for residents with a disability when approved by Disability Resources for Students (DRS).

#### 1. Resident Responsibilities

a. University Housing is intended to support student success. Therefore, all students living in University Housing agree to abide by all conduct and community standards as delineated in the Student Code of Student Rights and Responsibilities and the University Housing Policies as well as all policies, rules, laws and regulations of the University of Memphis, the state of Tennessee, the United States as well as local laws of the City of Memphis.

#### 1. Rates and Payments

a. Housing rates for the specified term are listed on the Housing and Residence Life website. Billing is based upon the term rate for the type of housing selected and billed as such at the beginning of each terms. Rates are subject to change without notice.

b. Housing fees are due in full by the fee payment deadline set by the University & Student Business Services office. Residents who are unable to pay in full may request an installment plan through the University & Student Business Services website. Fees may be paid at the University & Student Business Services office, The University of Memphis, P. O. Box 1000, Dept. 313, Memphis, TN 38152 or online through the resident's TigerXpress account. Checks and money orders must be made payable to the University of Memphis.

c. There are no refunds of housing fees after a student has checked in, unless approved by the Director or any designated review committee.

d. Charges will be prorated when the resident is forced to withdraw from University Housing (1) because of personal medical reasons confirmed in writing by a licensed physician, or (2) at the request of the institution for other than disciplinary reasons. Full refund will be made in case of death.

e. Residents who occupy a space past the last day of the semester may incur additional housing charges.

#### 1. Financial Responsibility, Cancellation and Termination



## Prior to Move In

- a. If a student has completed a housing application and received a housing assignment, but has not moved into on-campus housing, the student may cancel their housing assignment within five (5) business days of the notification of the housing assignment without incurring any additional fees.
- b. Students that cancel their housing assignment after seven (5) business days of their assignment letter being sent, will be responsible for a \$300 Housing Administrative Fee, and will be subject to 25% of the cost of their housing assignment.
- i. Appeals. Residents who request to cancel their contracts due to extenuating circumstances may appeal charges assessed upon to the Director or their designee by filing a written appeal, via the UofM Housing Portal, within five (5) business days of the notice of termination or the request to cancel. Residents are responsible for providing supporting documentation with their appeal submission. Within fourteen (14) business days of receipt of the appeal, the Director of Housing and Residence Life or their designee will notify the resident of the decision in writing to their official University email address or other provided email address. The decision of the Director of Housing and Residence Life or their designee is final.

## After Move In

- a. Once a student has checked in, the housing contract has been activated and the student is responsible for all housing charges associated with the contract for the entirety of the contract term, regardless of whether the University is currently providing instruction on-ground or on-line which shall be determined in the discretion of the University.
- b. Immediate suspension from housing. If a resident fails to comply with the terms of this contract in a manner that compromises the safety, health, and/or well-being of the residence hall community, this contract and the resident's occupancy of the residence hall space may be immediately suspended by the Director for a defined period of time. Notification of an interim suspension from housing will be communicated to the resident in writing.
- c. Termination by the University. The University may terminate the contract in the event of any of the following nonexclusive reasons:
  - i. Disciplinary action or violation of University or Department policy including the Code of Student Rights and Responsibilities
  - ii. Withdrawal from the University;
    - a. Residents withdrawing from the University are required to cancel and vacate the University Housing within 24 hours of withdrawal
  - iii. Failure to maintain eligible student status;



- iv. Violation of any term of the contract;
- v. Violation of any applicable law; or
- vi. Change in marital or familial status.

Termination of the contract will be communicated in writing to the resident. Residents may appeal the termination of the Housing Contract to the Director of Residence Life or their designee by filing a written appeal within two (2) business days) of the notice of termination. Within two (2) business days of receipt of the appeal, the Director of Residence Life or their designee will notify the resident of the decision in writing. The decision of the Director of Residence Life or their designee is final. Termination of the contract by the Department does not relieve resident of any fees and/or charges owed under this contract, unless approved by the Director or designee.

d. Cancellation by the Resident. Housing contracts are for the academic year. Residents requesting to cancel their housing contract will not be released from the contract and any applicable fees and/or charges, unless approved by the Director or designee through the appeal process.

i. Appeals. Residents who request to cancel their contracts due to extenuating circumstances may appeal charges assessed upon to the Director or their designee by filing a written appeal, via the UofM Housing Portal, within five (5) business days of the notice of termination or the request to cancel. Residents are responsible for providing supporting documentation with their appeal submission. Within fourteen (14) business days of receipt of the appeal, the Director of Housing and Residence Life or their designee will notify the resident of the decision in writing to their official University email address or other provided email address. The decision of the Director of Housing and Residence Life or their designee is final.

#### 1. Loss or Damage to Resident Personal Property/Abandoned Property

a. The University is not responsible for loss or damage of goods or personal property. Residents are strongly encouraged to consider carrying some form of personal insurance if their family's policy does not cover their property while it is located at the University. Residents are strongly encouraged to remove any valuable items from their space during break periods.

b. Any personal property remaining in the room after the resident vacates the premises shall be considered abandoned after thirty (30) calendar days. The University reserves the right to bill the resident for any costs associated with removal and disposal of belongings left behind.

#### 1. Loss or Damage to University Property

Resident assumes liability for University property missing from a resident's room and for property damage beyond normal wear and tear, including but not limited to, removing stains, odors, fleas, etc. caused by the resident, guests, family members and/or animals of the resident. In addition, all floor/community residents agree to be collectively responsible for damages to



public areas that cannot be attributed to specific individuals. Damage charges include replacement cost(s) along with any associated labor cost. Resident agrees that any damage charges shall be assessed to the resident's account.

a. Resident agrees to be responsible for any fees or expenses incurred by the University to repair or replace key cards, keys, locks or other related items.

1. Room Entry/Inspection

a. The University reserves the right to enter and/or search any residence hall or apartment room or space. Searches will be authorized by the Director or his/her designee. Searches may also be authorized by the Dean of Students or her/his designee. Searches will be conducted by appropriate University staff members and will seize items not permitted in the residence (weapons etc.). Searches may be authorized anytime there is reasonable cause to believe that there is a health or safety concern. The University also has the right to contact the University or City of Memphis police who may elect to request a search warrant.

b. The University assumes no responsibility for the theft, destruction, or loss of confiscated property.

1. Fire Safety

a. The safety and security of residents is as much a personal responsibility as it is a University responsibility. Therefore, residents agree to use reasonable care in ensuring fire safety and to participate in fire drills and to exit buildings in the event of a fire alarm. Resident agrees to comply with all University Housing Policies related to fire safety including, but not limited, to policies related to cooking appliances and smoking.

1. Firearms, Weapons and Dangerous Devices

a. Storage, possession or detonation of firearms (including pellet, BB, and air guns), weapons, ammunition, or explosives of any kind are prohibited.

1. Guests

a. The permitting of guests is a privilege which can be removed. Resident assumes responsibility for the behavior and actions of their guests at all times. Guests must comply with all University and Housing and Residence Life policies.

1. General Terms

a. Addenda. Rules and regulations appearing in the most recent Housing Fee Schedule, Code of Student Rights and Responsibilities, University Housing Policies or revisions as may be periodically instituted by University are made a part of this agreement.





b. Force Majeure. In the event of an unforeseeable cause beyond the control of and without the negligence of the University, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, pandemic, epidemic, government restrictions, or the like, the University reserves the right to maintain the safety of the premises by any means, including but not limited to closing its University residence facilities and/or temporarily or permanently removing Students from University residence facilities. Such closure and any termination of this agreement shall not be considered a breach of contract and the University shall not be obligated to refund any amount already paid pursuant to the Contract. In no event shall the University be obliged to provide alternate housing to students or to rebuild or replace any affected premises.

c. Release; Indemnification; Hold Harmless. The University shall not be liable for any personal accident, injury or illness, including death, to any student or the occupants of student residence facilities, or guests or invitees of such students or occupants, or for any damage, theft or loss of personal property, except as authorized by and allowed pursuant to T.C.A. Section 9-8-301 et seq. In consideration for permission to enter into this contract and reside in University Housing, residents agree to release the University, its Board of Trustees, officers, employees, agents and representatives from any liability, foreseen or unforeseen, on account of any accident, injury, illness, property damage, theft or loss, including death, not caused by the University of Memphis' gross negligence. Further, residents agree to indemnify the University against any claims arising out of their or their guest's use or occupancy of the residence unit or any other properties or premises contemplated under the terms of this Agreement.

d. Subletting Prohibited. This contract may not be transferred or reassigned. Subletting of one's contract/room is strictly prohibited.

e. Photo Disclosure. University has the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of University related photographs or videotaped images taken in public spaces of on-campus housing residences for use in connection with the activities of the University for promotion, publicizing or explaining the University and University housing. All photos are taken without compensation to the resident or claims for payment or royalties. All electronic or non-electronic negatives, videos, slides, photographs and prints are the property of and owned by the university. Any questions regarding this photo disclosure provision should be emailed to [housing@memphis.edu](mailto:housing@memphis.edu).

f. Parent/Guardian as Co-Signor. This contract may be signed electronically by the student if they are 18 years of age or older without a parent/guardian signature. If a student is under 18 years of age, a parent/guardian co-signature is required and the payment obligations of this contract shall be binding on both parties.

g. Effect of Signature. By entering this contract, you certify that you have read all the terms and conditions of this contract, the University Housing Policies and the Student Code of Rights and Responsibilities and agree to be bound by the terms.

h. Applicable Law. This contract shall be governed and construed in accordance with the laws of the State of Tennessee. Any and all monetary claims against the University, its officers, agents,





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and employees for breach of this contract shall be submitted to the Board of Claims or Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.

### TRADITIONAL RESIDENCE HALLS

<i>*Rates are per semester   Fall &amp; Spring, for double occupancy rooms</i>	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>
<b>CENTENNIAL PLACE</b> <ul style="list-style-type: none"><li>• Pod Style &gt;</li></ul>	\$3,115*	\$3,224*	\$3,337*	\$3,454*	\$3,575*
<b>LIVING LEARNING COMPLEX (LLC)</b> <ul style="list-style-type: none"><li>• Freshman Hall +</li><li>• Pod Style &gt;</li></ul>	\$3,030*	\$3,136*	\$3,246*	\$3,360*	\$3,478*
<b>RAWLS HALL</b> <ul style="list-style-type: none"><li>• All Female</li><li>• Community Style ^</li></ul>	\$2,410*	\$2,494*	\$2,582*	\$2,672*	\$2,766*
<b>SMITH HALL</b> <ul style="list-style-type: none"><li>• All Female</li><li>• Community Style ^</li></ul>	\$2,410*	\$2,494*	\$2,582*	\$2,672*	\$2,766*
<b>SOUTH HALL</b> <ul style="list-style-type: none"><li>• All Male</li><li>• Suite Style &lt;</li></ul>	\$2,760*	\$2,857*	\$2,957*	\$3,061*	\$3,196*