



The University of Memphis
Shirley C. Raines Centennial Place
Memphis, TN 38111
901.678.2295 | <https://www.memphis.edu/reslife/>

Yugo Southern Housing Contract Terms

THIS HOUSING AGREEMENT (STUDENT) (hereinafter referred to as the "Agreement") made between The University of Memphis (hereinafter referred to as "University") and the Student.

WITNESSETH:

WHEREAS, University has an interest in certain real property, through the a lease of certain bedroom units, being, lying and situated in Shelby County, Tennessee,

WHEREAS, University desires to lease to Student a portion of the University's interest in the Premises upon the terms and conditions as contained herein; and

WHEREAS, Student is an enrolled student at the University and desires to lease the Premises from University during certain periods of student's enrollment at the University and on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM OF OCCUPANCY.

(a) University leases to Student and Student leases from University the Premises as described in more detail in Schedule A, together with any and all appurtenances thereto, for a term beginning on August 2024 ending July 31, 2025.

(b) 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 student from the remainder of the contract for the Spring term.

(c) There shall be no holding over under the terms of this sublease agreement under any circumstance. If Student remains in possession of the Premises after the expiration of this Agreement shall be assessed additional charges in accordance with the payment schedule outlined in Paragraph 2, Rent/Rates.

1. RENT/RATES. Student shall pay to University a total monthly rent of six hundred and fifty dollars (\$670). Rent shall be posted monthly to the Student's University account and must be paid by Student through his/her account or in person at the University & Student Business



Services office (115 Wilder Tower, Memphis, TN 38152) on the first day of each month. More information about the Rent/Rates for the specified term are listed under Schedule A, which is attached and incorporated to this Agreement.

2. USE OF PREMISES/ROOM ASSIGNMENTS/CHANGES.

(a) The Premises shall be used and occupied by Student, consisting of exclusively, as a private dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Student for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling.

(b) Student shall not allow any other person to use or occupy the Premises.

(c) The Premises is intended to support student success. Therefore, all students living in the Premises agree to abide by all conduct and community standards as delineated in the Student Code of Student Rights and Responsibilities 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. Student shall also be subject to the policies, rules and regulations of the third-party apartment complex to the extent such third-party apartment complex.

(d) Student agrees to surrender and deliver to the University the Premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. The Student will be liable to the University for any damages occurring to the Premises or the contents thereof or to the building which are done by the Student or his/her guests.

(e) Student assumes liability for third-party apartment complex property missing from Student's room/premises and for property damage beyond normal wear and tear, including but not limited to, removing stains, odors, fleas, etc. caused by the student, guests, family members and/or animals of the student. Student agrees that any damage charges shall be assessed to the student's account.

(f) The University may make changes in Student's housing assignments when deemed advisable or necessary by the University, including, issues based on the failure to adhere to University policies, occupancy demands, facility issues, public health orders to recommendations, government orders, community concerns, or other University needs. The University also reserves the right to relocate Student to consolidate housing vacancies. Such a change shall not be deemed a breach of this contract.

(g) 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 student's account. Room changes after the official room



change period may be permitted only in unusual circumstances. (h) The University provides reasonable accommodations for residents with a disability when approved by Disability Resources for Students (DRS).

1. FINANCIAL RESPONSIBILITY, CANCELLATION AND TERMINATION

(a) As of the term of occupancy start date outlined in Paragraph 1(a), 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) Student understands and agrees that the University can apply any state or institutional grants, scholarships or third-party gift in kind scholarship received by Student to any outstanding balance on Student's account first to any current semester tuition, fees, room (university owned or contracted third party university housing) and board and then any past semester tuition, fees, room (university owned or contracted third party university housing) and board within the current academic year. Student further authorizes the University of Memphis to apply student's state or institutional grants, scholarships or third-party gift in kind scholarship to other charges assessed to student's University account such as student health fees, parking charges, bookstore charges, service fees and fines, and any other education related charges. Student also authorizes the University to apply any state, institutional financial aid and external scholarship(s) to all charges assessed to student's University account from any current and prior academic year.

(c) If Student fails to comply with the terms of this contract in a manner that compromises the safety, health, and/or well-being of the University community, this contract and Student's occupancy of the Premises space may be immediately suspended for a defined period of time. Notification of an interim suspension from housing will be communicated to Student in writing.

(d) 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 policy including the Code of Student Rights and Responsibilities;
- ii. Withdrawal from the University;
- iii. Failure to maintain student status at the University;
- iv. Violation of any term of the Agreement;
- v. Violation of any applicable law; or
- vi. Violation of applicable third-party apartment complex rules and regulations.

(e) Termination of the contract will be communicated in writing to Student. Cancellation of the contract by the University does not relieve Student of any fees and/or charges owed under this contract, unless approved by the University.



(f) Unless otherwise provided for in this Agreement, a student terminating or cancelling their housing contract will not be released from the contract and any applicable fees and/or charges, unless approved by the University. Students withdrawing from the University are required to cancel and vacate the University Housing within 24 hours of withdrawal.

(g) Student's tenancy will terminate on the date specified in Section 1(a) above, unless University and Student sign another written agreement prior to the end of Term of Occupancy.

1. ROOM ENTRY/INSPECTION.

The University reserves the right to enter and/or search the Premises. 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. The University assumes no responsibility for the theft, destruction, or loss of confiscated property.

1. ABANDONMENT. Student may not cancel or terminate this Agreement by prematurely vacating Student's assigned room or apartment before the expiration of the contract term. If the University determines, in its sole discretion, that Student has abandoned Student's assigned room or apartment, the University reserves the right to forfeit, modify, or reassign Student's housing assignment. Student shall receive no refund or credit of any housing fees. The University also reserves the right to discard, remove, or store any property that the Student may have left behind, i.e., abandoned. Perishable items (e.g., plants, medicine, beverages, or food) will be discarded promptly. Student acknowledges and agrees that the University has no liability or responsibility to Resident for any abandoned property.

2. MISCELLANEOUS TERMS

(h) 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 housing facilities and/or temporarily or permanently removing Students from University housing 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.



(i) Release; Indemnification; Hold Harmless. The University shall not be liable for any personal accident, injury or illness, including death, Student or the occupants of Student's housing unit/Premises, 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 the Premises, Student 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, Student 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.

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

(k) 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.

(l) 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.

(m) Applicable Law. This contract shall be governed and construed in accordance with the laws of the State of Tennessee. All monetary claims against the University, its officers, agents, 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.

By signing below, student certifies that he/she understands and agrees to all of the terms and conditions stated in this Contract including but not limited to those terms incorporated by reference.



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YUGO

YUGO MEMPHIS SOUTHERN

	<i>2023-2024</i>	<i>2024-2025</i>
PER MONTH	\$670	\$690
PER SEMESTER	\$3,350 (Fall & Spring)	\$3,450 (Fall & Spring)
ACADEMIC YEAR	\$6,700 (Includes Fall & Spring)	\$6,900 (Includes Fall & Spring)
SUMMER TERM	\$1,340 (June & July)	\$1,380 (June & July)