



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

University of Memphis – Housing and Residence Life

Housing Contract Terms-

Victory Park Residence Hall

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 Executive Director of Housing and Residence Life, or their official designee (hereinafter referred to as “Executive Director”). This agreement is subject to the provisions of the University of Memphis Board of Trustees’ policy on Student Housing Regulations and Agreements available on the Housing website in the Resident Resources tab:

(<https://www.memphis.edu/reslife/resources/index.php>)

Acknowledgement: Third Party Owned Housing “*Victory Park or Tiger Hall (“Third Party Owned Facility”) are owned by Madrone Memphis Student Housing LLC (the “Company”) and operated and managed by the University of Memphis as its agent for the Company. If you are assigned to a Third Party Owned Facility, you are entering into this Housing Agreement with the University of Memphis as agent for the Company, and you hereby acknowledge that this Housing Agreement has been assigned by Madrone Memphis Student Housing favor of Regions Bank, its successor and assigns (the “Trustee”). In the future and during the term of this Housing Agreement, you may be required to follow the instructions of the Trustee, its designee or subsequent owner from time to time upon the terms set forth in such Housing Agreement.*

Each student is responsible for reading the terms below carefully and ensuring that all 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.

TERMS AND CONDITIONS

The term of this agreement shall commence August 2026-July 2027 (12 month contract option)

The term of this agreement shall commence August 2026-May 2027 (10-month contract option)

I. Definitions

- a. Fully admitted student. An individual who has been accepted as a student at the University and is enrolled for a minimum of nine (9) undergraduate or six (6) graduate semester hours prior to checking in.
- i. Summer Enrollment: Graduate Students must be enrolled for at least six (6) graduate semester hours unless otherwise specified by their department major. Graduate International Students graduate students should be enrolled in six (6) graduate semester hours for the summer semester or upcoming fall semester to



remain eligible for summer housing. International Students-undergraduate students must be enrolled in three (3) undergraduate semester hours for the summer semester or nine (9) undergraduate semester hours for the upcoming fall semester to remain eligible for summer housing.

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. *Occupancy.* The period commencing once the resident has received a key for University Housing and/or has moved personal belongings into University Housing.

e. *Resident.* A fully admitted student who has an executed housing contract and has checked into university housing.

f. *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.

g. *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.

h. *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.

2. 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 Summer Session must be enrolled in the upcoming Fall session and meet the credit hour requirements for campus 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.

h. The Executive Director and/or their designee reserves the right to refuse any housing application, to change, or cancel any assignment, or to terminate a resident's occupancy for justifiable cause without prior notice. Receipt of the housing application does not guarantee a housing assignment.

3. Duration and Dates of Occupancy

a. This contract is binding for the **reservation period selected** by the residents. Available options include-**Full Academic Year (Fall & Spring); 12-Month (Fall, Spring, Summer, if available); 12-Month (Summer, Fall, Spring, if available); Spring Only (5 months); Summer Only (May–July)**. Not returning midyear (after the Fall Semester) **does not release** a resident from the Spring obligation **when the Full Academic Year (10 month) or full calendar year (12-Month option) is selected. Summer Housing terms require a separate contract and carry separate rates**, except where Summer is included under an approved 12-Month contract per the published rate schedule. Housing and Residence contracts can only be cancelled as allowed under Sec. 7 Financial Responsibility, Cancellation, and Termination.

a. 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.

4. Room Assignments/Change/Consolidation/Accommodations

a. Room Assignments.

i. The Department reserves the right to manage all University Housing assignments. The Department makes all assignments based on, among other factors, residence, classification, communities, availability, and (when possible) roommate preference. **Roommate requests are not guaranteed.** 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.

ii. **Singles/Doubles.** Sole occupants in double-occupancy rooms must keep the second space open and immediately available; the University may require consolidation or reassignment and adjust billing accordingly.

iii. *Room Changes.* Shortly after the beginning of each semester, time is set aside for room change. Changes in the room rate will be adjusted on the resident's Tiger Xpress 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/townhouses 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. *Empty Bed Space.* If a roommate cancels or departs, the remaining resident must keep the space neat and ready for assignment and may not deter or refuse an assigned roommate. Impeding assignments may result in disciplinary action, reassignment, or billing for both bed spaces. Upon availability and at Housing's sole discretion, a private room option may be offered for the remainder of the term with increased housing fees.

d. *Relocation.* The University may relocate residents, in its sole discretion, for renovation, maintenance, construction, roommate conflicts, campus emergencies, or disciplinary sanctions. Residents in ADA-accessible spaces may be relocated to accommodate approved needs. Moves must be completed within 48 hours of notice.

e. *Waitlist.* Processed by application completion date, eligibility, and space availability; no guarantee of assignment prior to the semester start.

f. *Accommodation.* The University provides reasonable accommodation for residents with a disability when approved by Disability Resources for Students (DRS).

5. 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 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 ordinances of the City of Memphis.

6. 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 term. 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



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through the residents' Tiger Xpress 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 Executive 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. All charges will be reversed to student's account in case of death.

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

7. Financial Responsibility, Cancellation, Termination, and No-Show Fees

This agreement is a binding contract with a term of either the academic or calendar year. Cancellation may be permitted only under limited circumstances arising after contract execution. All cancellation requests require supporting documentation and may result in a financial penalty consistent with Housing & Residence Life operations and University policy. Cancellation requests must be approved by the Executive Director, or designer. Submission of a cancellation request does not guarantee approval.

a. 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 opportunity for the Fall and/or Spring semester.
- iv. The resident is called to active military duty.
- v. The resident is 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 residents are required to vacate their space, in accordance with university procedures, within twenty-four (24) hours of their last fall semester exam.

Cancellations-

b. Prior to Move In

i. **Prior to Move-In (Pre-Occupancy):** A student may cancel within **seven (7) calendar days** of the assignment notification (in their housing portal) with **no fee** (full cancellation).

ii. If the student resident submits a cancellation request **after seven (7) calendar days of the housing assignment notification but before move-in/occupancy begins**, the resident will be charged according to the Cancellation/Contract Breakage Fee Calendar. (view housing website under Cancellation Procedures)



iii. *Date-Based Cancellation Windows (Student-Initiated)*: For a Fall start, Residents who elect to cancel their Housing Agreement prior to occupancy will be assessed cancellation fees according to the following schedule. Cancellations received **through April 30** shall incur a **cancellation fee of two hundred fifty dollars (\$250)** following a seven (7) day grace period from the contract submission date. Cancellations received between **May 1 and May 31** shall incur a **cancellation fee of five hundred dollars (\$500)** following the seven (7) day grace period. Cancellations received between **June 1 and June 30** shall incur a **cancellation fee of seven hundred fifty dollars (\$750)** following the seven (7) day grace period. Cancellations received between **July 1 and July 31** shall incur a **cancellation fee of one thousand dollars (\$1,000)** following the seven (7) day grace period. Cancellations submitted between **August 1 and Move-In Week** shall be assessed a **cancellation fee of one thousand five hundred dollars (\$1,500)** or approximately **one-half (½) of the semester housing rate**, whichever is greater. Once a resident has taken occupancy, the Housing Agreement shall be deemed **active and binding for the full academic year**, and the resident shall be responsible for payment of the **full academic year housing charge**, without exception, unless otherwise approved in writing by the University.

Spring Start Only--For student residents entering into a Housing Agreement for the Spring term only, cancellations received between **December 1 and January 1** shall incur a **cancellation fee of five hundred dollars (\$500)**. Cancellations received between **January 2 and January 15** shall incur a **cancellation fee of one thousand dollars (\$1,000)**. Any cancellation submitted **after January 15** shall result in the Housing Agreement being deemed **active and binding**, and the residents shall be responsible for payment of the **full spring semester housing charge**.

iv. **Appeals (Pre- or Post-Occupancy)**: Residents may appeal denials of Cancellation Request **extenuating circumstances** (e.g., severe medical condition, extreme financial hardship) with documentation. Submit via the UofM Housing Portal within **5 business days** of the original denial notice and/or request to cancel. Decisions are emailed within **14 business days** and are **final**.

v. **December Graduation**: To cancel Spring portion, submit the cancellation and/or intent to leave by designated timeframe communicated to the students within the Fall.

c. After Move In

i. 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 (full academic year/or full calendar year), regardless of whether the University is currently providing instruction on-ground or online, which shall be determined at the discretion of the University.

ii. 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 Executive Director for a defined period. Notification of an interim suspension from housing will be communicated to the residents in writing.

iii. Termination by the University. The University may terminate the contract in the event of any of the following nonexclusive reasons:



1. Disciplinary action or violation of University or Department policy including the Code of Student Rights and Responsibilities (students will be responsible for all fees associated with their housing assignment).

2. Withdrawal from the University.

3. Residents withdrawing from the University are required to cancel and vacate the University Housing within 24 hours of withdrawal.

4. Failure to maintain eligible student status;

5. Violation of any term of the contract;

6. Violation of any applicable law; or

7. Change in marital or familial status

Termination of the contract will be communicated in writing to the residents. Residents may appeal the termination of the Housing Contract to the Executive 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 Executive Director of Residence Life or their designee will notify the residents of the decision in writing. The decision of the Executive Director of Residence Life or their designee is final. Termination of the contract by the Department does not relieve the resident of any fees and/or charges owed under this contract unless approved by the Executive 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 Executive Director or designee through the appeal process.

e. *No Show by Resident. (Failure to Check In).* A resident is deemed a No-Show if they do not complete check-in by 5:00 p.m. on the last business day of the university drop date after the published move-in start date or by the individual deadline in the assignment email (whichever is later) and have not received written late-arrival approval from Housing & Residence Life in advance. Upon being deemed a No-Show, the student's housing assignment will be cancelled, and the space may be immediately released for reassignment. A No-Show is treated as a resident-initiated cancellation prior to occupancy and is assessed the greater of: (i) a No-Show penalty (full housing charge), or (ii) the amount due under the Date-Based Cancellation Windows then in effect (e.g., after August 1 for Fall starts, the full contract value; after January 1 for Spring-only starts, the full Spring contract value). Occupancy begins when a resident receives a key or places any belongings in the assigned space; residents who have done either are not No-Shows and remain liable under the Contract. Residents anticipating late arrival must email housing@memphis.edu from their University account before the deadline to request a late-arrival hold (generally up to seven (7) calendar days, at the University's discretion and potentially requiring prepayment); approvals are not guaranteed. If a No-Show assignment is cancelled and the resident later seeks housing, they must reapply; prior room type, rate, and location are not guaranteed, and additional fees may apply. All No-Show notices will be sent to the resident's University-issued email; residents must monitor email regularly. Residents may appeal No-Show charges within five (5) business days of notice via the Housing Portal with supporting documentation; decisions are final. The University reserves



the right, in its sole discretion, to enforce, modify, or waive No-Show procedures when operational needs, safety considerations, or emergency conditions warrant.

8. 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. 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 residents for any costs associated with the removal and disposal of belongings left behind.

9. Loss or Damage to University Property

- a. Residents assume 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 residents, 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 costs. Residents agree that any damage charges shall be assessed to the resident's account.
- b. Residents agree to be responsible for any fees or expenses incurred by the University to repair or replace key cards, keys, locks, or other related items.

10. 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 Executive Director or their designee. Searches may also be authorized by the Dean of Students or their 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.

11. 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. Residents agree to comply with all University Housing Policies related to fire safety including, but not limited to, policies related to cooking appliances and smoking.

12. 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 is prohibited.

13. Guests

- a. The permitting of Guests is a privilege that can be removed. Residents always assume responsibility for the behavior and actions of their guests. Guests must comply with all University and Housing and Residence Life policies.

14. Housing Cancellation & Refund Schedule (Pre-Occupancy) – Summary

- a. Please view Section 7 Financial Responsibility, Cancellation, Termination, and No-Show Fees and Cancellation Fee Payment chart on the <https://www.memphis.edu/reslife/index.php> website
- b. *Refund Restrictions (Key Notes)*
 - i. After Move-In: No automatic refunds; the full fee is owed unless there's a documented medical withdrawal, military call-up/withdrawal, loss of eligibility, or an Executive Director exception, per Section 7.
 - ii. After Fall Break or Spring Break: No refunds/prorations (hard deadline).
 - iii. Occupancy Definition (for refunds/liability): Occupancy begins when a resident receives a key or moves any personal items into the space.

15. General Terms

- a. *Addenda.* Rules and regulations appearing in the most recent Housing Fee Schedule, Code of Student Rights and Responsibilities, University Housing Policies, University of Memphis policies, or revisions as may be periodically instituted by the University, are incorporated into this contract by reference.
- 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 for 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 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.* The 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 residents 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.

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 signing 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. You further certify that, prior to signing, you have had the opportunity to ask questions or seek other independent legal advice.

16. Official Check-Out

Residents must comply with all check-out procedures, including signing required paperwork, removing all personal belongings, cleaning the assigned space, defrosting any refrigerator, and returning keys where applicable. Selection of the express check-out option constitutes a waiver of the resident's right to appeal damage charges. Personal items left in the space after check-out will be collected by University staff; a storage fee will be assessed, and such items will be retained for thirty (30) days before disposal.

17. Notices

Housing and Residence Life will deliver housing-related notices and updates to the resident's University-issued email address, including but not limited to dates, deadlines, required actions, processes, and fees. Residents are expected to check email in a timely manner. The University may update this Contract and related policies at any time; the version posted online is the governing document. In the event of an irreconcilable conflict between this Contract and any other lease, agreement, policy, or regulation, the terms will be interpreted to fully give effect to all applicable provisions possible; if the conflict cannot be reconciled, interpretation will favor the University.

18. 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



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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.