

## **Institutional Student Housing Policies for the University of Memphis**

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### **I. Eligibility**

#### A. Enrollment

1. Students enrolled at the University of Memphis are not required to live in the residence halls, with the exception of designated scholarships and programs. To be eligible for occupancy, an applicant must be accepted as a student at the University and enrolled for a minimum of six (6) undergraduate or three (3) graduate semester hours by the close of the registration period for which housing is requested. Summer residents must be enrolled for at least three (3) undergraduate hours for the session living on campus. Students not enrolled in classes during the summer, but need summer housing, may request an exception for demonstrated educational reasons. An applicant must be accepted to the University at the time application is made to the residence halls. A student who ceases to be enrolled in classes, or is required to withdraw from the University, must vacate the residence halls within twenty-four (24) hours as a condition of withdrawal.
2. All students shall have an equal opportunity to reside in student residence facilities regardless of race, gender, marital status, creed, color, national origin, or disability; however, separate housing may be provided on basis of sex.
3. Applicants for Graduate and Student Family Housing may be married and living with their spouse during the period of occupancy, or a divorced, widowed, or single student who is a head of household and living with their dependent child or children. 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.
4. The Director of Residence Life 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 admission to the University or to a housing facility.
5. The University may permit non-students or groups to reside in housing when space is available for the purposes of generating revenue and/or supporting other University objectives. Examples include but are not limited to conference groups, summer interns, visiting faculty, and staff in need of housing.
6. No person who is registered, or required to register, as a sex offender pursuant to the TN Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004, as amended, shall be eligible to reside in any on-campus student residence facility, including dormitories and apartments.

## II. Contract and Term Conditions

### A. Application Procedures

A student must read and understand the residence hall policies and procedures contained in the web page, the application, and contract. The student may then submit the application for housing to the Residence Life office, along with the application fee. Once the Department of Residence Life makes an assignment the student will be notified.

### B. Assignment Procedures

1. Room assignments are made based on the student's place of permanent residence, housing preference, roommate choice, and/or availability of accommodations.
2. There is no guarantee that the Department of Residence Life will be able to comply with roommate requests. The Department of Residence Life will make roommate assignments without regard to race, color, creed, or national origin. Every reasonable effort will be made to comply with the preferences indicated by the applicant; however, the Department of Residence Life reserves the right to make assignments of space in accordance with availability.
3. Graduate and Student Family Housing consists of designated apartments at the Park Avenue campus that accommodate students who are married with family (spouse and legal dependents only), graduate students or single students. At the same campus apartments designated by the department for two students to share are referred to as Park Avenue Apartments. The maximum number of family members allowed to reside at Graduate and Student Family Housing designated apartments are as follows: 1-bedroom units - no more than 3 people; 2-bedroom units - no more than 4 people. Any change in family status must be reported to the Residence Life Coordinator for Graduate and Student Family Housing within five (5) days of the occurrence. This includes, but is not limited to, divorce, separation, or any other situation creating ineligibility. An apartment may only be occupied by members of the student's immediate family: which includes, spouse, and/or legal dependents. Other relatives are not permitted to live with the family as regular residents. GSFH guests are permitted, but their stay must be limited to 5 days per contract period.
4. A spouse is eligible to reside in designated housing if the couple has a legal marriage certificate issued by the government where the marriage was performed.
5. If it is necessary to close a hall or vacate floors within halls, the residents affected will be notified and given special priority for alternate housing accommodations. The Department reserves the right to reassign students should issues or conditions warrant.

### C. Room Change and Consolidation

1. If space is available after check-in, residents may be permitted to pay the single rate and live alone in a double room.
2. 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.

3. Room changes after the official room change period may be permitted only in unusual circumstances. Residents participating in unauthorized moves will be required to return to their original room assignments.

4. Sole occupants of double rooms after room change who do not wish to declare their rooms single and pay the difference in rent, if given the opportunity, will be required to consolidate. Consolidation assignments will be made by the Department of Residence Life. Residents who are 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.

5. Residents of Graduate and Student Family Housing may request to move from one apartment to another. Requests must be submitted in writing to the Residence Life Supervisor in the Department of Residence Life. Transfers are at the discretion of the Department. Upon transfer, the student must pay the difference in rent prior to completing the move. When permission has been granted, the resident should see the Residence Life Coordinator for Graduate and Student Family Housing for additional check-in information. The resident will be liable for rent at both apartments as long as the resident has possession of keys to both apartments.

#### D. Checking In and Checking Out

1. Residents check-in and vacate their housing accommodations according to directions issued by the Department of Residence Life. At check-in, each resident is issued a key and an inventory sheet. It is the resident's responsibility to conscientiously examine the contents of the accommodation. The condition of the facility, and the absence or presence of its furnishings should be noted on the inventory sheet. The signed inventory sheet is to be returned on the day of check-in. The resident should consider the completion and return of the inventory sheet as a protective measure. No resident will be held responsible for conditions, damages, or shortages which existed prior to the time (s)he assumed occupancy, provided these items are noted on the inventory sheet at the time of check-in. Failure to return the completed form as indicated above may result in a resident being charged for room deficiencies which occurred prior to check-in.

2. After a student accepts an assignment at a Graduate and Student Family Housing designated unit, a packet of information will be prepared for the student. A signed contract will be given to the office at Graduate and Student Family Housing upon picking up the key on the date of check in. Utilities are covered up to \$100 monthly cap (as billed by MLGW) for 1-bedroom units and up to \$150 monthly cap (as billed by MLGW) for 2-bedroom units. Overages will be billed to your student account. Proof of marriage must be presented to the Residence Life Coordinator before keys will be issued.

3. Failure to complete the check-out procedure will result in an improper check-out charge. Failure to personally surrender your room key to the appropriate staff member at the time of check-out may result in an additional charge for rekeying the room. Residents will also be charged a reasonable cleaning fee when rooms are left excessively dirty after check-out. Residents of buildings with an extended contract who fail to check out at the end of their contract period will be charged a portion of rent for the next semester.

4. It is the resident's responsibility to remove all personal belongings at the end of a contract period. The University does not provide any type of storage facilities. Items remaining in an assignment at the end of a contract period, or after a contract has been terminated for any reason will be considered trash or garbage. Reasonable charges will be assessed for excessive trash removal.

## E. Contract Period and Conditions

1. Academic Year contracts are for the full academic year (Fall and Spring semesters.) Residents are responsible for rent for both semesters unless they are graduating or are not returning to the University for the Spring semester as a student.
2. Fall Semester: from the official opening day and hour of the residence halls 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.
3. Spring Semester: from the official opening day and hour of the residence halls 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. All residence halls will be closed during the week designated by the University as Spring Break, except for those buildings that have an extended contract.
4. Summer Session: from the official opening day and hour of the residence halls 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.
5. Extended Contract: from the official opening day and hour or check in through the official closing date designated by the Department of Residence Life following the resident's final examination for the Spring semester. The housing accommodations will remain open during the times designated as Semester Break (between the Fall and Spring semesters) and Spring Break. Residents canceling the Spring portion of their contract are required to vacate at the end of the designated Fall contract period. Failure to do so will result in a Spring semester housing charge.
6. A separate contract will be made for residents of Graduate and Student Family Housing for the Summer session. Spring residents wishing to remain in Graduate and Student Family Housing for the summer are not required to be enrolled for summer classes provided they have registered for Fall classes.
7. Graduate and Student Family Housing units are unfurnished, and the resident is responsible for any overage payment of utilities.

## F. Cancellation

1. Assigned students for the Fall semester canceling after June 1 will be responsible for a Fall Cancellation Penalty. New Spring applicants who cancel after December 1 will be responsible for a Spring Cancellation Penalty. Assigned students for the first summer session who cancel after May 15 and assigned students for the second summer session who cancel after June 15, will be responsible for a Summer Cancellation Penalty (amount is approved and published).
2. Students, who cancel the Spring portion of their academic year contract, after residing in the residence halls for any portion of the Fall semester, are subject to a contract breakage penalty. This fee does not apply to students who are not enrolling or for the Spring or who are graduating who; notify the Department of Residence Life in writing and remove their items within 24 hours of their last exam. It is the student's

responsibility to notify the Department of Residence Life in writing that they are not enrolled during the Spring semester, requesting a refund.

3. Residents who occupy a space past the last day of the semester are responsible for a portion of the next semester's rent.

4. Applicants who cancel and have not been assigned will not be responsible for cancellation penalties.

5. All cancellations must be made in writing and submitted to the Department of Residence Life via email [housing@memphis.edu](mailto:housing@memphis.edu).

6. New applicants accepting assignments to a Graduate and Student Family Housing designated space, canceling prior to check in will be responsible for a cancellation penalty.

#### G. Housing fees

1. Housing fees are due in full prior to check-in. Students who are unable to pay in full may request an installment plan through the University & Student Business Services website. Rent 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 student's TigerXpress account. Checks and money orders must be made payable to the University of Memphis.

2. The listing of a rates for housing is not binding as a contractual term. The housing fees to be collected is that which is designated by the University of Memphis Board of Trustees. Fees are subject to change without notice.

3. Refunds of housing fees after check-in will be prorated on a weekly calendar basis when the student is forced to withdraw from the residence halls, (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. Students withdrawing from the University are required to cancel and vacate the residence halls with 24 hours of withdrawal. Seventy-five (75) percent of rent will be refunded if the resident cancels and checks out within fourteen (14) calendar days of the first day of classes. Twenty-five (25) percent of rent will be refunded to residents canceling and checking out after the expiration of the 75% refund period and prior to the expiration of one fourth of the semester. No refund will be made to a student dismissed or suspended for disciplinary reasons. Appropriate cancellation penalties will still apply and will be deducted from any refunds.

### III. Policies and Conduct

Students must comply will all University of Memphis published rules including the Code of Student Conduct. Residents must also comply with all federal, state and local laws in addition to the following housing policies:

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

2. Heat-producing cooking appliances in the residence halls other than a microwave and coffee maker (with an enclosed heating element) are not permitted.

3. Smoking is not permitted in University owned housing or surrounding University property.
4. Possessing or using any device which produces an open flame or noxious odor is prohibited. These include, but are not limited to, candles, incense, or potpourri.
5. The use of halogen lamps or heat-producing devices in your room is not permitted.
6. On occasion, the University may become aware of consumer products that have been recalled for safety reasons, and the University may notify students that their continued use is not permitted.
7. Using or tampering with any door equipped with an alarm or the use of any emergency exit at any time other than an emergency is not permitted.
8. Students are required to evacuate the residence hall immediately, when a fire alarm has sounded.
9. Tampering with any safety device is not permitted. Safety devices include, but are not limited to locks, fire alarms and detectors, fire extinguishers.
10. Students are expected to follow the instructions of staff during inclement weather or when other campus emergencies occur.
11. Students are expected to comply with the directions of staff members, who in the course of their duties, request that a student comply with regulations or instructions.
12. Outdoor grills are not permitted in, on, or around the property, except for designated areas at Park Ave/GSFH.
13. All roof and ledge areas are prohibited for use.

a) Room Conditions

1. Pets are not permitted, except for fish, which can be contained in an aquarium of no greater than twenty gallons. One aquarium per student is permitted and may not be left in the halls during semester breaks.
2. Possession or use of an air conditioner or ceiling fan is prohibited.
3. Dropping, throwing objects from windows, or hanging objects in or from windows, is not permitted. Signs in windows are not permitted. The removal of window screens is not permitted.
4. Installing radio, television, satellite or any telecommunications equipment outside of a student room or apartment are not permitted.
5. Residents are expected to respect the privacy of their roommate and guests, to include but not limited to image recording without their knowledge.

6. Property damage to any resident hall facility, equipment or furnishings is expressly prohibited. The University may share charges amongst individual students for damages in common areas of residence halls and apartments in which the students reside.
7. Subletting your room is prohibited.
8. The use of residence hall space and individual rooms for business purposes is prohibited.
9. Water furniture, weight lifting equipment, and vehicles with internal combustion engines are not permitted.
10. Bicycles may be stored in racks outside of the buildings. They may not be stored or chained in stairwells, access ways or public areas. They may not be attached to any area other than designated bicycle racks. Bicycles removed from prohibited areas, or that appear to be abandoned, will be held by the Department for 15 calendar days and disposed of.
11. Furnishings or other possessions which would require the displacement or removal of University property cannot be permitted. Storage is not available for these or other personal items by the Department.
12. Public area furnishings or equipment removed or taken to a resident's room, or other location, constitutes theft of University property.
13. Residents are responsible for any room damage, or damaged/missing equipment or furnishings.
14. Residents shall not use any device which shall leave a permanent mark when attaching objects to the wall or ceilings. Examples include but are not limited to nails, screws, staples, thumb tacks, double sided tape, etc.).
15. Students are required to maintain possession of their keys and may not give them to any other person. Lost keys must be reported immediately, and appropriate charges will be assessed.
16. Residents are expected to maintain their rooms/apartments in a manner that does not create pest control, odor, sanitation, or health concerns for roommates, hall mates or adjacent apartments. Residence Life will inspect rooms/apartments on a regular basis. Students who fail to properly maintain their living quarters are responsible for all costs associated with the corrective actions including but not limited to pest control, custodial services and contract cancellation. Students are responsible for contacting the Department if there are pest control problems to ensure they are addressed.
17. Residents are expected to report any problems with bed bugs to staff immediately. Residents must comply with a bed bug protocol; students found non-compliant will be charged for the pest control costs and may be removed from University housing.
18. Students are not permitted to paint or wallpaper their assigned spaces.
19. Storage is unavailable for resident's personal belongings between contract periods.
20. The University has no responsibility for the theft, destruction, or loss of monies, valuables or other personal properties belonging to, or being in a student's room or apartment unit.

21. Students utilize the services of ResNet at their own risk and the University assumes no responsibility for the theft, damage, or operation of computer hardware or software.

#### b) Visitation/Guests

1. The permitting of guests is a privilege. Residents are responsible for the behavior and actions of their guests at all times. Guests must comply with all University and Residence Life policies.

2. Residents will accompany their guests to and from check-in points. Unaccompanied guests and unauthorized persons are permitted only in public unsecured areas of the residence halls. The Department may regulate the hours that those individuals/residents are permitted in those areas by posting this information at the front desk of each facility.

3. A desk sign-in and sign-out procedure is required in all halls except for Carpenter Complex and Park Ave. Apartments/GSFH. Residents will use their hall or area lobby desks as check-in points for themselves and their guests. Unauthorized guests may result in a charge of rent assessed to the resident's account equal to the stay of the guest.

4. Visitation hours for guests to the residence hall start at Noon and end at Midnight during the week (Sunday through Thursday) and 2:00 AM on Fridays and Saturdays. The Department may modify those hours by posting the hours at the desk and notifying the residents.

5. A maximum of five guests per room or apartment/townhouse are permitted at any one time.

6. The Department may check a room for compliance of University policies at any time.

7. Residents may have an overnight guest of the same sex for a maximum of three nights per semester. The roommate must agree to host the guest and the guest must be registered in advance with the appropriate Residence Life Coordinator.

8. Laundry is for the use of residents only. The use of the laundry areas by non-residents constitutes a theft of services.

#### c) Personal Conduct

1. Gambling is not permitted in any residence facility.

2. Theft of property or services is not permitted.

3. Alcohol or other drugs are not permitted. This includes alcohol or other drug paraphernalia, including empty containers.

4. Disturbing other residents is not permitted. Quiet hours are maintained between 10 PM and 10 AM. Residents are expected to be courteous and respectful regarding the noise they create 24 hours a day.

5. Residents assigned to Study/Quiet floors or areas must abide by 24- hour quiet hours.

6. The Department may extend quiet hours during exams or other times deemed necessary.



7. Rowdy, boisterous, offensive, obscene or disorderly behavior is not permitted. This includes any behavior considered to be aggressive or threatening to others.

8. Violence or threats of violence are not permitted.

9. Creating an environment intended to cause a roommate to move out is not permitted and is subject to restitution/cancellation.

10. The use of sound producing equipment at volumes that disturb other residents at any time of the day is not permitted. The use of sound equipment that is audible outside of a resident's room may result in confiscation by staff until it can be removed from University property.

d) Special Provisions for GSFH/Park Ave. Apartments. Residents are expected to comply with all Housing Policies, including the following special provisions:

1. In addition to guests, residents are responsible for the actions of family members who are listed as living in the apartment. Parents are expected to supervise their children and are responsible for their actions.

2. Park Avenue designated apartments at GSFH are shared by two students and are intended to operate as such.

3. The pool is available for the use of residents only. Additional pool policies and times are posted at the pool and in the office. There is no life guard on duty and all risks are assumed by the resident/swimmer. Dependent children living at GSFH are not permitted to use the pool without the supervision of their parents. No one may swim alone and all swim at their own risk. No food or glass of any kind is permitted in the pool area.

4. Storage of boats, trailers, and other vehicles are not permitted at GSFH/Park Ave. Apartments. No auto repair other than that of an emergency may be performed and all vehicles must be operable and licensed. Non-operable/licensed vehicles will be towed.

5. The use of the playground and equipment is permitted with the appropriate supervision of parents or guardians. Children should only use equipment appropriate for their age group. Rough-house games and activities are not permitted. The University is not responsible for accidents or injury.

6. Many Park Ave/GSFH apartments have an enclosed patio. It is the resident's responsibility to care and maintain this area. This includes keeping weeds away from the air conditioner. Equipment is available for sign out in the Park Ave/GSFH office. Students who fail to maintain their patio will be charged for having the University service the location.

e) Miscellaneous

1. Solicitation – by any group is not permitted in the residence halls without the permission of the Director of Residence Life or her/his designee.

2. Bulletin Boards - are for the exclusive use of staff employed by the Department of Residence Life.

3. Email – is an official form of communication from/to the Department of Residence Life. Residents are responsible for checking their Memphis.edu email.

4. Floor/Building Meetings – staff members may at time call meetings to review policies or discuss procedures with the residents. If residents are unable to attend, they are obligated to attain the information that they missed and are required to comply with directions given by staff at those meetings.

5. Trash – it is the resident’s responsibility to remove trash from their room/apartment/building and place in a dumpster located outside their residence area. Students will be charged appropriate costs for failing to properly remove trash.

6. Inspections - The University reserves the right to enter rooms with little or no notice for facilities inspections and repairs. This includes for health, safety, and pest-control purposes.

#### **IV. Contract Enforcement and Process**

Upon determination that a violation of the Housing contract has occurred, including the Housing Policies, the contract is considered to be in breach.

##### **a) Search and Seizure**

1. 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 of Residence Life 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.

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

##### **b) Due Process**

1. The Director of Residence Life will designate staff who are charged with investigating and determining sanctions for violations of contracts.

2. Residents who are determined to have violated a contract will receive notice in writing, and this notice will also outline what corrective measures need to occur and will also outline the sanctions.

3. Residents whose violation may result in the cancellation of their contract and removal from housing, have the following process rights:

a. The student shall be advised if the time and place of the hearing.

b. The student shall be advised of the breach of contract regulation of which she/he is charged.

c. The student shall be advised of the right to present their case, the right to be accompanied by an advisor, the right to call witnesses on their behalf, and the right to confront witnesses.

4. Residents have the right to one appeal. Appeals should be submitted in writing and the individual who will hear the appeal will be noted in the sanction letter.

### c) Sanctions

1. Warning – The resident may receive written notice of the violation and that a continuation of problem conduct may be cause for additional sanctions.
2. Educational Sanction – The resident may be instructed to perform a task or project to learn from the contract violation or restore the community.
3. Reassignment - The resident may be reassigned to another residence hall.
4. Restitution – The resident may be required to reimburse the University for actual cost of repair/replacement. The resident/student may also be required to reimburse the University for theft of services, including but not limited to allowing a non-resident to reside in University housing.
5. Residence Hall Probation – A resident placed on Residence Hall Probation is being notified that any additional contract violations will likely result in Residence Hall Suspension and Forfeiture.
6. Residence Hall Suspension and Forfeiture - A resident suspended from the residence halls may not reside, visit or make any use whatsoever of a residence hall facility. The Department will notify the student that they must vacate in no less than 48 hours.
7. When a student has been suspended from the residence halls, they will not receive a refund of any housing fees, will continue to owe any unpaid rent for the remainder of the semester and must pay any approved contract cancellation penalties. Examples of reasons why a contract would be cancelled include but are not limited to: Drug or drug paraphernalia violations, more than one alcohol violation, significant disruptions or disorderly conduct, threats/violence, failure to comply with the directions of staff, tampering with fire/safety equipment and theft.