

# **Proposed 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 housing, 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 prior to checking in, and must maintain registration requirements. 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 needing summer housing, may request conference housing accommodations. 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.

2. All students shall have an equal opportunity to reside in student residence facilities regardless of race, sex, marital status, creed, color, national origin, sexual orientation, 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 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 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.

#### *B. Immunization*

*1. The State of Tennessee requires all new students under the age of 22 who will be living in a University of Memphis residence to be immunized against meningococcal disease on or after their 16th birthday and provide proof of receiving this immunization before moving into your space. Proof of Immunization can be uploaded online to the Student Health Center.*

#### *C. Financial Responsibility*

*1. To be eligible for housing, an applicant must be in good financial standing with the University. Applicants with housing balances with the University are not eligible for housing until the balance is paid in full. At the discretion of the Department of Housing and Residence Life, applicants with non-housing balances with the University will be considered eligible for housing if they are eligible to enroll in courses with their outstanding balance, and if they are cleared by the University and Student Business Services Office.*

#### D. Additional Requirements

1. The Director of Housing and 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 a housing assignment.
2. 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 then must submit the application for housing to Housing and Residence Life, along with the non-refundable application fee. The Department of Housing and Residence Life will later notify the student of a scheduled room selection time, during which the student selects a room space for assignment. The Department of Housing and Residence Life will then review, approve, and confirm the student's assignment, at which time the student will be notified of the confirmed assignment.*

#### B. Assignment Procedures

*1. Room assignments are made after an application is completed prior to the start of the term for which housing is requested. 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.*

2. There is no guarantee that the Department of Housing and Residence Life will be able to comply with roommate requests. Roommate pairings are made 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 Housing and 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 which are married and/or have legal dependents, or graduate students. The maximum number of family members allowed to reside at Graduate and Student Family Housing 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. Legal dependents are eligible to reside in designated housing with their parent/legal guardian if the parent/legal guardian provides legal documentation for each dependent.*

6. 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. 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.

2. 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.

3. Graduate and Student Family Housing residents seeking to change assignments should contact the Housing and Residence Life Office. If permission is 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 if the resident maintains possession of keys to both apartments.

4. If space is available after room change, residents may be afforded the opportunity to pay the single rate and live alone in a double room, at the discretion of the Department of Housing and Residence Life.

5. 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 of Housing and Residence Life. 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.

### D. Checking In and Checking Out

1. Residents check-in and vacate their housing accommodations according to directions issued by the Department of Housing and 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 to the Residence Life Coordinator of their housing location 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. 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 also can be charged a reasonable cleaning fee when rooms are left excessively dirty after check-out. Residents of buildings who fail to check out at the end of their contract period will be charged for the next semester.

3. *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. (See Room Conditions, III.a.23)*

#### E. Contract Period and Conditions

1. *Academic Year contracts are for the full academic year (Fall and Spring semesters.) Residents are responsible for housing charges for both semesters unless:*

- *they are graduating at the end of the Fall semester,*
- *are not returning to the University for the Spring semester as a student,*
- *are participating in study abroad, or*
- *are otherwise no longer able to reside in student housing, in line with eligibility standards set by the Department of Housing and Residence Life.*

*These students are required to vacate their space within 24 hours of their last Fall exam, remove all personal items and properly checkout with staff.*

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 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. Residence halls are closed during the week designated by the University as Spring Break, except for those buildings that have an extended contract.

4. *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 residence halls for the summer session. For a student to be eligible for Maymester housing, the student must be register for a minimum of three credit hours for the summer one session.*

5. Summer Session (Memphis campus only): 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.

*6. Extended Contract (Memphis campus only): Designated 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 within 24 hours of their last Fall exam.*

7. A separate contract will be made for residents of Graduate and Student Family Housing for the Summer session. Residents with Spring housing contracts wishing to remain in Graduate and Student Family Housing for the following summer are not required to be enrolled for summer classes, provided they have registered for Fall classes, and have applied for Summer housing and the following academic year housing.

8. Graduate and Student Family Housing units are unfurnished, and the resident is responsible for any overage payment of utilities. Utilities are covered up to a monthly cap (as billed by MLGW). Overage will be billed to the student's account.

#### F. Cancellation

*1. Assigned applicants for the Fall semester canceling after June 1 will be responsible for a Fall Cancellation Penalty. Applicants newly assigned for Spring who cancel after December 1 will be responsible for a Spring Cancellation Penalty. Assigned applicants for the first summer session who cancel after May 15, and applicants for the second summer session who cancel after June 15, will be responsible for a Summer Cancellation Penalty. Cancellation penalties are only for students that have not checked into their housing assignment. 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.*

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 still subject to their Academic Year housing contract and are responsible for paying their Spring housing charges in full.

*3. All cancellations must be submitted online through the Housing Portal.*

#### 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. 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 student's TigerXpress account. Checks and money orders must be made payable to the University of Memphis.

2. The listing of 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. There are no refunds of housing fees after the first day of check-in. At the discretion of the Department, charges will be prorated 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.*

4. Residents who occupy a space past the last day of the semester are responsible for the next semester's housing charges.

### **III. Policies and Conduct**

Students must comply with 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. *This includes the use of e-cigarettes and vaping devices.*
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. 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.
6. *Propping or altering a door to prevent the door from latching is prohibited.*
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.

14. *The use of any recreational vehicle, including but not limited to skateboards, scooters, hoverboards, and bicycles in the halls is prohibited*

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 ceiling fans, personal heaters and/or air conditioner units is prohibited unless provided by the University.*

3. *Dropping and/or throwing objects from windows, is not permitted. Signs in windows are not permitted. The removal of window screens is not permitted.*

4. *Hanging objects in or from windows is not permitted. The use of curtains is permitted.*

5. *Installing radio, television, satellite or any telecommunications equipment outside of a student room or apartment are not permitted.*

6. Residents are expected to respect the privacy of their roommate and guests, to include but not limited to image recording without their knowledge.

7. 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.

8. Subletting your room is prohibited.

9. The use of residence hall space and individual rooms for business purposes is prohibited.

10. Water furniture, weight lifting equipment, and vehicles with internal combustion engines are not permitted.

11. 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 may be stored in resident rooms as long as they are not impeding the flow of foot traffic in the room.*

12. 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.

13. Public area furnishings or equipment removed or taken to a resident's room, or other location, constitutes theft of University property.

14. Residents are responsible for any room damage, or damaged/missing equipment or furnishings.
15. 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.).
16. 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.
17. *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. Housing and Residence Life will inspect rooms/apartments on a regular basis.*
  - a. *Residents 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.*
  - b. *Residents are responsible for contacting the department if there are maintenance concerns to ensure they are addressed. Residents who fail to report maintenance concerns will be responsible for all costs associated with corrective actions needed.*
18. 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.
19. Students are not permitted to paint or wallpaper their assigned spaces.
20. Storage is unavailable for resident's personal belongings between contract periods.
21. 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.
22. 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.
23. *Any items left in a resident's room after a resident checks out, or any items that are found in the room after written deadlines for a student deemed no longer eligible to live in on-campus housing will be packed and held for 30 calendar days at the student's expense.*
24. *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. Unauthorized guests may result in a charge of rent assessed to the resident's account equal to the stay of the guest.*
25. *Residents must keep their housing assignment in a habitable condition at all times.*

## 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. *A guest is defined as anyone that does not have a housing assignment for that space.*
2. *Residents will accompany their guests to and from check-in points. Residents must accompany their guests at all times including 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 two guests per resident in traditional halls and five total guests per apartment/townhouse are permitted at any one time unless approved by the Department of Housing and Residence Life.*
6. The Department may check a room for compliance of University policies at any time.
7. *Residents may have overnight guests of the same sex for a maximum of three nights per semester. A request must be submitted five (5) days in advance to the Residence Life Coordinator of the building.*
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. Rowdy, boisterous, offensive, obscene or disorderly behavior is not permitted. This includes any behavior considered to be aggressive or threatening to others.

6. Violence or threats of violence are not permitted.

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

8. 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.

9. *Cooking must be done in designated areas of the halls. Residents may not leave cooking unattended and must maintain control over cooking at all times. Residents must clean up area following use.*

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. 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.

5. 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 Housing and Residence Life or her/his designee.

2. Bulletin Boards - are for the exclusive use of staff employed by the Department of Housing and Residence Life. *Residents and guests are not permitted to add to or remove anything from bulletin boards.*

3. 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.

*4. Storage of boats, trailers, and other vehicles are not permitted in on-campus apartment areas. 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. 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, maintenance and occupancy purposes.*

*7. Community Billing - If any damage, excessive trash, or vandalism occurs in the halls, in which responsibility cannot be determined, all members of the suite, floor, building will be billed equally for the cleaning and /or repair.*

#### **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 Housing and 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 Housing and 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.