

University of Memphis Housing Policies 2020-2021

The residential community at University of Memphis is designed to provide a quality on-campus residential community focusing on academic success, campus engagement, and personal growth. Students have the right to expect an environment that is conducive to study, sleep, and socialization. Many diverse individuals comprise the residential community at the UofM and to foster this shared environment, it is necessary for the University to have policies and procedures that serve as community standards for all residents.

These policies apply to any residence hall owned, operated or controlled by the University of Memphis. Resident agrees to abide by these terms as well as the Student Code of Student Rights and Responsibilities, which are incorporated into and considered a part of your housing contract. Residents are also responsible for ensuring that their guests and family members are knowledgeable of these terms as residents may be held accountable for the behavior of their family members or guests. Residents are also 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.

Your Responsibility

Residents are responsible for reading and understanding the terms and conditions of the contract as well as these policies prior to completing their application. Applications must be submitted to Housing and Residence Life, along with the non-refundable application fee. Once accepted, the Department of Housing and Residence Life will notify the student of a scheduled room selection time, during which the student selects a room space for assignment. After its internal review and approval process, the Department of Housing and Residence Life will notify the student of the confirmed assignment. Students utilize the services of ResNet at their own risk and the University assumes no responsibility for any damages resulting from the use of ResNet.

Resident Eligibility

To be eligible to reside in University residence halls students must be fully admitted to the University or conditionally admitted students in a degree program at the University. Applicants for Graduate and Student Family Housing (GSFH) must be either: married and/or a single parent (have legal custody of a dependent); or a single graduate student. 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.

Eligibility Restrictions

No person who is registered, or required to register, as a sex offender will be eligible to reside in University residence halls.

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.

The Director reserves the right to refuse any housing application, to change or cancel any assignment, or to terminate a resident's occupancy for justifiable cause. Receipt of the housing application does not guarantee a housing assignment.

Immunizations

All students under the age of twenty-two (22) who reside in University residence halls 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 student residential halls unless they have a valid exemption. Residents must provide proof of immunization before moving into their assigned space. Proof of immunization can be uploaded online to the Student Health Center.

Your Housing Assignment

The University celebrates the diversity of its residents and, therefore, it is the policy of the Department to engage in [equal opportunity](#) and not to engage in discrimination or harassment, including in housing assignments. The Department reserves the right, in its sole discretion, to make all hall and room assignments considering factors such as the resident's place of permanent residence, roommate choice, classification, involvement in campus communities, and availability of accommodations. Subletting of one's contract/room is strictly prohibited.

Assignment Restrictions

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. Maximum residency restrictions for GSFH housing is as follows: 1-bedroom units - no more than 3 people; 2-bedroom units - no more than 4 people.

For GSFH housing, an apartment may only be occupied by members of the resident's immediate family which includes spouse and/or legal dependents, subject to documentation requirements proving proof of legal marriage and dependent status. 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. 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. Any change in family status must be reported to the Residence Life Coordinator for GSFH within five (5) days of the occurrence. This includes, but is not limited to, divorce, separation, or any other situation creating ineligibility.

Room Changes

Changes in hall and room assignments may be made when deemed advisable or necessary based on the failure to adhere to Department policies, occupancy demands, facility issues, community concerns, or other special needs.

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

GSFH residents seeking to change assignments should contact the Department office. If permission is granted, the resident should see the Residence Life Coordinator for GSFH 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.

Room 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.

Accommodations

The University provides reasonable accommodations for residents with a disability when approved by Disability Resources for Students (DRS). Residents needing accommodations, including for service or support animals, should contact [DRS](#) at 901-678-2880.

Check-In and Check-Out

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 their assigned housing. The condition of the housing assignment, 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. 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.

Residents who fail to properly complete the check-out procedures or return their room key may be subject to additional charges including an improper checkout fee and a rekeying fee.

Residents are responsible for cleaning their room upon departure and may be charged a reasonable cleaning fee when rooms are left excessively dirty after check-out.

Access/Room Entry

All due respect is given to the privacy that residents enjoy in their rooms. Occasionally, however, circumstances present themselves which necessitate authorized University personnel or designee to enter student rooms.

Health and safety inspections are conducted to ensure a clean and safe environment, and that no policy violations occur. Residents will be given at least 24 hours notice to residents. Any violations found during these inspections must be corrected within the specified time period. Failure to correct fire, health, and safety violations may result in disciplinary actions.

The University reserves the right to enter a room and, if deemed necessary, to conduct a search of a room. Searches may be authorized by the Director or his/her designee or the Dean of Students or her/his designee 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.

Searches will be conducted by appropriate University staff members and items not permitted in the residence (weapons etc.) will be seized. The University assumes no responsibility for the theft, destruction, or loss of confiscated property.

Submitting a maintenance request authorizes maintenance personnel to enter your room.

Property of the University and Others

The University expects students to respect property both inside and outside of the University community. This includes both real and personal property, whether owned by the University, students, faculty or staff, or any property in which the University has an interest.

Furniture

Common area furniture is not to be taken to student room or apartments. Common area furniture should not be moved from one common area to another. This deprives other residents of the furniture and is considered theft of property. If common area furniture is found in rooms or apartments, costs to relocate the furniture may be assessed to the residents of the space where the furniture is discovered.

All furniture assigned to resident rooms and apartments must remain in the room. No furniture is allowed to be removed from rooms by residents. Residents may be billed for leaving furniture in hallways or common areas and for furniture removal and / or replacement.

Due to the chance of water damage and because of their excessive weight, waterbeds are not permitted.

Exercise equipment may be permitted depending on noise, size, and weight of equipment. Please check with hall staff if you have questions.

Destroying, Damaging or Modifying University Property

Damage to University premises or property or property of any other person is prohibited. Residents may be held responsible (financial or otherwise) for damages to University property.

Residents are prohibited from making any modifications - whether structural, electrical, or plumbing - to the facilities, nor to attempt any construction or remodeling, no matter how minor.

Tampering with, opening, or removing screens is prohibited.

Residents may not install radio, television, satellite or other telecommunications equipment outside of a room or apartment.

Bulletin boards are for the exclusive use of staff employed by the Department of Housing and Residence Life for the purpose of providing residents with relevant information. Residents and guests are not permitted to add to or remove anything from bulletin boards.

Business Use Prohibited

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

Solicitation

Solicitation by organizations or individuals, for commercial or personal gain, is not permitted. If a person is found to be soliciting in the residence halls, please report the person's name and company to Police Services immediately.

Loss or Damage to University Property

Resident assumes liability for University property missing from a resident's room and for property damage beyond normal wear and tear, including but not limited to, removing stains, odors, fleas, etc. caused by the resident, guests, family members and/or animals of the resident.

All floor/community residents agree to be collectively responsible for damages to public areas that cannot be attributed to specific individuals. Damage charges include replacement cost(s) along with any associated labor cost. Resident agrees that any damage charges shall be assessed to the resident's account.

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

Loss or Damage to Resident Personal Property/Abandoned Property

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

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

Respect for Others

The residential experience at the University is intended to parallel and enhance the academic and personal development of each resident. For residents to truly learn from this experience, they must respect the rights of other members of the community in which they live.

Noise

Residents are expected to be mindful to ensure that noise levels do not interfere with or negatively impact other residents or the community. Residents are expected to be courteous and respectful regarding the noise they create 24 hours a day, 7 days a week. Special care should be taken to contain noise within your room during evening and night hours. Residents who repeatedly disturb floor mates or neighbors with excessive noise may be subject to disciplinary action.

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.

To support an atmosphere conducive to study and rest, "Quiet Hours" are maintained between 10 PM and 10 AM. During Quiet Hours, all noise should be kept at a minimal level and not be heard outside the room or unit. Additional Quiet Hours may be instituted during finals and other times as determined by the Department.

Abuse and Harassment

Physical abuse, verbal abuse, threats, intimidation, harassment, coercion, and/or other conduct that threatens or endangers the health or safety of any person is prohibited. Further, residents should not act in ways that create or maintain an unwelcoming, hostile, or intimidating environment with the intent to discourage or drive out a roommate is prohibited.

Privacy

A reasonable expectation of privacy exists in most areas, including but not limited to, student Rooms and apartments, area bathrooms, including showers and changing areas. Residents are expected to respect the privacy of their roommate and guests.

Visitation and Guests

Residents and their guests are required to conform to the visitation hours and procedures established on the floor, hall, or area in which they live or are visiting.

During times when guests are permitted, 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.

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.

A maximum of two guests per resident in traditional halls and five total guests per apartment/townhouse are permitted at any one time unless an exception is approved by the Department of Housing and Residence Life.

Cohabitation is prohibited; only the resident(s) assigned to a room may live there. 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. Unauthorized guests may result in a charge of rent assessed to the resident's account equal to the stay of the guest.

Residents must escort their guest(s) at all times, including in public unsecured areas of the residence halls.

Residents of a room may be held responsible for the behavior that takes place inside the room or in the common areas of the residence or residence hall, whether or not the residents are present

Safety

The University is committed to providing a safe and secure environment for all of its residents. However, this requires a collaborative effort between the University and each resident. Each resident has a responsibility to adhere to principles of personal and community safety standards to ensure the well-being of all.

Ingress and Egress

Propping or altering a door to prevent the door from latching is prohibited.

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.

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.

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.

Fire Safety

Immediate evacuation when an alarm sounds, and/or emergency flashing lights have been activated and/or when instructed to do so by appropriate hall staff is mandatory. Re-entry into a building before receiving confirmation from appropriate hall staff or other emergency personnel is prohibited. Re-entry is prohibited while the alarm is sounding. For safety reasons, using an elevator to evacuate a building is also prohibited.

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. Tampering with any safety device is not permitted. Safety devices include, but are not limited to locks, fire alarms, smoke detectors, and fire extinguishers. Fire extinguishers must not be removed from their hangers except for use in the case of fire.

Heat-producing cooking appliances without an automatic shut-off feature are prohibited in University housing. 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.

Smoking of any kind is prohibited in University housing. This includes the use of e-cigarettes and vaping devices.

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.

Outdoor grills are not permitted in, on, or around, the property with the exception of designated areas at The Park Ave Campus.

Residents are prohibited from installing air conditioners or ceiling fans in their rooms. Residents are prohibited from plugging AC units into any other outlet not designed specifically for the unit. Open coil space heaters are also prohibited.

Alcoholic Beverages and Containers

The use and/or possession of alcoholic beverages or the presence of alcoholic containers is prohibited in University housing.

Drugs and Other Controlled Substances

The unlawful possession, use, or sale of any drug or controlled substance (including, but not limited to, any stimulant, depressant, narcotic, hallucinogenic drug, or marijuana) is prohibited. This offense includes the violation of any local ordinance, state, or federal law concerning drugs or controlled substances, in University housing.

Inclement Weather

Students are expected to follow the instructions of staff during inclement weather or when other campus emergencies occur.

Playground

The use of the GSFH 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.

Pool

The GSFH pool is available for the use of residents only. Dependent children living at GSFH are not permitted to use the pool without the supervision of their parents.

There is no life guard on duty and all risks are assumed by the resident/swimmer.

No food or glass of any kind is permitted in the pool area.

Additional pool policies and times are posted at the pool and in the office.

Consumer Safety

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.

Window sills, roofs, ledges

No one is allowed on roofs, sides or, or on outside ledges of University Housing.

No one may sit on window sills or extend any part of their body outside of windows.

Nothing is to be thrown, dropped or spilled from roofs, ledges or windows, and nothing is to be thrown at windows or through doorways.

For aesthetic and safety reasons, students are prohibited from placing, displaying or suspending items from sides of buildings or in windows (such as banners, clothing, signs, etc.), including on window sills (with the exception of curtains).

Recreational Wheeled Devices and Motorized Vehicles

The use of recreational wheeled devices (including, but not limited to skateboards, hoverboards, kick scooters, roller skates, or in-line skates) is prohibited anywhere in the residence halls, including stairwell towers. Persons may use these devices on walkways adjacent to the residence halls for transportation only (i.e., no acrobatics) and with due regard for pedestrian rights.

Motorized vehicles with internal combustion engines or batteries (including, but not limited to, hoverboards) may not be stored in the residence halls.

Housekeeping

Each resident is a part of a larger community. Residents should keep in mind that poor housekeeping can, and often does, have an impact on other residents and staff.

Cleanliness

Residents are responsible for keeping University owned equipment and furnishings in good, clean condition. 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.

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.

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.

Room Personalization

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.).

Residents are not permitted to paint or wallpaper their assigned spaces.

Maintenance and Pest Control

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.

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.

Laundry

Laundry is for the use of residents only. The use of the laundry areas by non-residents may lead to charges being assessed. Courtesy should be exercised by all residents since many people share these machines.

Residents must remove laundry from washers/dryers upon the completion of a cycle. All laundry not removed after 24 hours will be bagged, tagged, and subject to abandoned property fees.

Drying clothes on fences, railings, or breezeways is not permitted.

Any theft should be reported to Police Services. The University is not responsible for damaged or lost articles.

Patios

Residents who have enclosed patios are responsible for the care and maintenance of the area. This includes keeping weeds away from the air conditioner. Equipment is available for sign out in the Park Ave/GSFH office. Residents who fail to maintain their patio will be charged for having the University service the location.

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

Alcohol and Controlled Substances

The Student Code of Rights and Responsibilities

Animals

Pets are not permitted, with the exception of fish which can be contained in an aquarium of no greater than twenty gallons. One aquarium per resident is permitted and may not be left in the halls during semester breaks.

In accordance with state and federal law, service animals and assistance animals will be permitted in the residence halls. All residents needing a service or assistance animal should contact the housing staff for more information.

Financial Responsibility, Cancellation and Termination

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. Once the checkout process is complete the applicable cancellation penalty will apply in accordance with the *Housing Cancellation and Fee Schedule*.

Immediate suspension from housing

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

Termination by the University

The University may terminate the contract in the event of any of the following nonexclusive reasons:

- i. Disciplinary action or violation of University or Department policy including the Code of Student Rights and Responsibilities and the Housing Handbook;
- ii. Withdrawal from the University;
- iii. Failure to maintain eligible student status;
- iv. Violation of any term of the contract;
- v. Violation of any applicable law; or
- vi. Change in marital or familial status.

Termination of the contract will be communicated in writing to the resident. Cancellation of the contract by the Department does not relieve resident of any fees and/or charges owed under this contract, unless approved by the Director. Upon the University's termination, the *Housing Cancellation and Fee Schedule* will apply.

Force Majeure. Any failure by the University to perform any term or condition of the housing agreement as a result of force majeure conditions beyond its control such as, but not limited to, war, strikes, fires, flood, governmental restrictions, power failures, acts of nature, epidemics, or damage or destruction, shall not be deemed a breach of the housing agreement.

Termination by the Resident

Residents terminating their contract are subject to the provisions of this contract and the fees as designated on the *Housing Cancellation and Fee Schedule*. Residents withdrawing from the University are required to cancel and vacate the residence halls within 24 hours of withdrawal.

Appeals

Residents may appeal the termination of their housing contract to the Director or their designee by filing a written appeal within two (2) business days of the notice of termination. Within two (2) business days of receipt of the appeal, the Director of Residence Life or their designee will notify the resident of the decision in writing to their official University email address or other provided email address. The decision of the Director of Residence Life or their designee is final.