



THE UNIVERSITY OF
MEMPHIS

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

University of Memphis – Housing and Residence Life

Housing Contract Terms-

Graduate & Student Family Housing

The University of Memphis operates the Graduate Student Family Housing contract for a full year. *The contractual year is from June-May.* Your electronic signature acknowledges that this contract is a binding legal agreement. You may not alter this contract in any way without a written agreement from the Executive Director of Housing and Residence Life. You are responsible for reading the terms below carefully and ensuring that all your questions are answered prior to signing. If you have any doubt about the meaning of any terms or if you need accommodations to access the terms (including any of the embedded urls, please contact the Department of Housing & Residence Life at 901-678-2295 or via email at housing@memphis.edu. This agreement is subject to the provisions of the University of Memphis Board of Trustees' policy on Student Housing Regulations and Agreements available on the Housing website in the Resident Resources tab: (<https://www.memphis.edu/reslife/resources/index.php>)

TERMS AND CONDITIONS

1. Definitions

- a. Fully admitted student. An individual who has been accepted as a student at the University and is enrolled for a minimum of nine (9) undergraduate or six (6) graduate semester hours prior to checking in. Summer students must be enrolled for at least six (6) undergraduate hours for the session living on campus.
- b. Fall Semester. The period 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.
- c. Guest. An individual who does not have a contract and accompanying housing assignment for a space where they are visiting, residing or occupying.
- d. Occupancy. The period commencing once the resident has received a key for University Housing and/or has moved personal belongings into University Housing.
- e. Resident. A fully admitted student who has an executed housing contract and has checked into university housing.
- f. Spring Semester. The period from the day following the last day of Fall housing check-out to twenty-four (24) hours following the resident's final examination for the Spring semester, or if applicable, the time posted on the day of commencement exercises. Residence halls are closed during the week designated by the University as Spring Break, except for those buildings that have an extended contract.



g. Summer Session (Memphis campus only): from the official opening day and hour of the 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.

h. University Housing. Any residence hall owned, operated or controlled by the University of Memphis.

2. Eligibility

a. 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. Further, applicants for Graduate and Student Family Housing (GSFH) must be either:

i. Married and/or a single parent (have legal custody of a dependent); or

ii. A single graduate student.

Sufficient proof of familial relationship is required as determined by the Department.

b. All students shall have an equal opportunity to reside in student residence halls regardless of race, gender, marital status, creed, color, national origin, or disability.

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

d. 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.

e. Students who have an outstanding balance with University and Student Business Services may be prevented from participating in any housing process, including but not limited to, housing assignment, housing selection, or room changes. The University reserves the right to deny residency to any student with an outstanding fee balance or hold.

f. Residents signing a contract for Summer are only eligible for housing if they are enrolled in Summer I session courses or are enrolled in the next Fall semester and have a Fall housing application submitted.

g. Residents must immediately report any change in enrollment or other eligibility status that affects their eligibility to live in University Housing to the Office of Housing and Residence Life at housing@memphis.edu.

h. The Executive Director 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.



3. Duration and Dates of Occupancy

a. This contract is binding for the entire contractual year, that portion of the academic year remaining when occupancy begins, or the specified period of occupancy for those signing summer contracts. This contract can only be cancelled as allowed under Sec. 7 Financial Responsibility, Cancellation and Termination. Similarly, not returning midyear (after the Fall Semester) does not release a resident from the remainder of the contract for the Spring term.

b. Residents may be relieved of continuing housing charges for the academic year (Fall and Spring Semester) if one of the following conditions is met and they cease occupancy:

i. The resident is graduating at the end of the Fall semester;

ii. The resident is not returning to the University for the Spring semester as a student;

iii. The resident is participating in study abroad for the Spring semester;

iv. The resident is called to active military duty; or

v. The resident is otherwise no longer eligible to reside in housing, in line with eligibility standards set by the Department of Housing and Residence Life.

If any of the above applies, the resident is required to vacate their space, in accordance with University procedures, within twenty-four (24) hours of their last fall exam.

c. An additional charge, in accordance with the Fee Schedule, will be assessed for residents who live in University Housing outside the established contract period or who fail to complete the check-out procedure.

d. A separate contract will be made for residents of GSFH for the Summer Session. Residents with Spring Semester housing contracts wishing to remain in GSFH 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 Session housing and the following academic year housing.

4. Room Assignments/Change/Consolidation/Accommodations

a. Room Assignments. i. The Department reserves the right to make all hall and room assignments. Factors considered for assignment include but are not limited to the resident's place of permanent residence, roommate choice, classification, involvement in campus communities, and availability of accommodations. There is no guarantee that the Department will be able to comply with roommate requests. Roommate pairings are made without regard to race, color, creed, or national origin.

ii. 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.



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iii. An apartment may only be occupied by members of the resident's immediate family which includes spouse and/or legal dependents. 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.

iv. The maximum number of family members allowed to reside at GSFH are as follows: 1-bedroom units - no more than 3 people; 2-bedroom units - no more than 4 people.

b. Changes i. 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.

ii. 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.

c. 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.

5. Resident Responsibilities

The residence halls at University of Memphis are intended to support student success. Therefore, all students living in the residence halls have the following responsibilities, which are intended to support all individuals who live, work and support the housing community:

a. Residents agree to abide by all terms, conditions, policies, rules, laws and regulations of the University of Memphis, the state of Tennessee, the United States as well as local laws of the City of Memphis.

b. Residents agree to abide by all conduct and community standards as delineated in the Student Code of Student Rights and Responsibilities and the University Housing Policies.

c. GSFH 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). Overages will be billed to the resident's account.

6. Rates and Payments

a. Housing rates for the specified term are listed on the Housing and Residence Life website. Billing is based upon the term rate for the type of housing selected and billed as such at the beginning of each term. Rates are subject to change without notice.

b. Housing fees are due in full by the fee payment deadline set by the University & Student Business Services office. Residents who are unable to pay in full may request an



installment plan through the University & Student Business Services website. Fees may be paid at the University & Student Business Services office, The University of Memphis, P.O. Box 1000, Dept. 313, Memphis, TN 38152, or online through the residents' Tiger Xpress account. Checks and money orders must be made payable to the University of Memphis.

- c. There are no refunds of housing fees after a student has checked in, unless approved by the Executive Director or any designated review committee.
- d. Charges will be prorated when the resident is forced to withdraw from University Housing (1) because of personal medical reasons confirmed in writing by a licensed physician, or (2) at the request of the institution for other than disciplinary reasons. All charges will be reversed to student's account in case of death.
- e. Residents who occupy a space past the last day of the semester may incur additional housing charges.

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

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

- a. Residents may be relieved of continuing housing charges for the academic year (Fall and Spring Semester) if one of the following conditions is met and they cease occupancy:
 - i. The resident is graduating at the end of the Fall semester.
 - ii. The resident is not returning to the University for the Spring semester as a student.
 - iii. The resident is participating in study abroad opportunity for the Fall and/or Spring semester.
 - iv. The resident is called to active military duty; or
 - v. The resident is no longer eligible to reside in housing, in line with eligibility standards set by the Department of Housing and Residence Life.

If any of the above applies, the residents are required to vacate their space, in accordance with university procedures, within twenty-four (24) hours of their last fall semester exam.

Cancellations-

- b. *Prior to Move In*



- i. **Prior to Move-In (Pre-Occupancy):** A resident may cancel within **seven (7) calendar days** of the assignment notification (in their housing portal) with **no fee** (full cancellation).
- ii. If the resident submits a cancellation request **after seven (7) calendar days of the housing assignment notification but before move-in/occupancy begins**, the resident will be charged according to the Cancellation/Contract Breakage Fee Calendar. (view housing website under Cancellation Procedures)
- iii. *Date-Based Cancellation Windows (Student-Initiated):* For a Fall start, Residents who elect to cancel their Housing Agreement prior to occupancy will be assessed cancellation fees according to the following schedule. Cancellations received **through April 30** shall incur a **cancellation fee of two hundred fifty dollars (\$250)** following a seven (7) day grace period from the contract submission date. Cancellations received between **May 1 and May 31** shall incur a **cancellation fee of five hundred dollars (\$500)** following the seven (7) day grace period. Cancellations received between **June 1 and June 30** shall incur a **cancellation fee of seven hundred fifty dollars (\$750)** following the seven (7) day grace period. Cancellations received between **July 1 and July 31** shall incur a **cancellation fee of one thousand dollars (\$1,000)** following the seven (7) day grace period. Cancellations submitted between **August 1 and Move-In Week** shall be assessed a **cancellation fee of one thousand five hundred dollars (\$1,500)** or approximately **one-half (1/2) of the semester housing rate**, whichever is greater. Once a resident has taken occupancy, the Housing Agreement shall be deemed **active and binding for the full academic year**, and the resident shall be responsible for payment of the **full academic year housing charge**, without exception, unless otherwise approved in writing by the University.
- iv. **Spring Start Only-**For residents entering into a Housing Agreement for the Spring term only, cancellations received between **December 1 and January 1** shall incur a **cancellation fee of five hundred dollars (\$500)**. Cancellations received between **January 2 and January 15** shall incur a **cancellation fee of one thousand dollars (\$1,000)**. Any cancellation submitted **after January 15** shall result in the Housing Agreement being deemed **active and binding**, and the residents shall be responsible for payment of the **full spring semester housing charge**.
- v. **Appeals (Pre- or Post-Occupancy):** Residents may appeal denials of Cancellation Request for **extenuating circumstances** (e.g., severe medical condition, extreme financial hardship) with documentation. Submit via the UofM Housing Portal within **5 business days** of the original denial notice and/or request to cancel. Decisions are emailed within **14 business days** and are **final**.
- vi. **December Graduation:** To cancel Spring portion, submit the cancellation and/or intent to leave by designated timeframe communicated to the students within the Fall.

c. *After Move In*

- i. Once a student has checked in, the housing contract has been activated and the student is responsible for all housing charges associated with the contract for the entirety of the contract term, regardless of whether the University is currently providing instruction on-ground or on-line which shall be determined in the discretion of the University.
- ii. . Immediate suspension from housing. If a resident fails to comply with the terms of this contract in a manner that compromises the safety, health, and/or well-being of the residence hall



community, this contract and the resident's occupancy of the residence hall space may be immediately suspended by the Director for a defined period. Notification of an interim suspension from housing will be communicated to the resident in writing.

- iii. Termination by the University. The University may terminate the contract in the event of any of the following nonexclusive reasons: ii. Disciplinary action or violation of University or Department policy including the Code of Student

d. Rights and Responsibilities

iii. Withdrawal from the University.

1. Residents withdrawing from the University are required to cancel and vacate the residence halls within 24 hours of withdrawal.

iv. Failure to maintain eligible student status.

v. Violation of any term of the contract.

vi. Violation of any applicable law; or

vii. Change in marital or familial status.

Termination of the contract will be communicated in writing to the resident. Residents may appeal the termination of the Housing Contract to the Director of Residence Life or their designee by filing a written appeal within two (2) business days of the notice of termination. Within two (2) business days of receipt of the appeal, the Director of Residence Life or their designee will notify the resident of the decision in writing. The decision of the Director of Residence Life or their designee is final. Termination 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 or designee.

Cancellation/Termination by the Resident. Housing contracts are for the academic year and/or calendar year deemed by the contractual terms. Residents requesting to terminate or cancel their housing contract will not be released from the contract and any applicable fees and/or charges unless approved by the Executive Director or designee through the appeal process.

e. No Show by Resident. (Failure to Check In).

A resident is deemed a No-Show if they do not complete check-in by 5:00 p.m. on the last business day of the university drop date after the published move-in start date or by the individual deadline in the assignment email (whichever is later) and have not received written late-arrival approval from Housing & Residence Life in advance. Upon being deemed a No-Show, the student's housing assignment will be cancelled, and the space may be immediately released for reassignment. A No-Show is treated as a resident-initiated cancellation prior to occupancy and is assessed the greater of: (i) a No-Show penalty (full housing charge), or (ii) the amount due under the Date-Based Cancellation Windows then in effect (e.g., after August 1 for Fall starts, the full contract value; after January 1 for Spring-only starts, the full Spring contract value). Occupancy begins when a resident receives a key or places any belongings in the



assigned space; residents who have done either are not No-Shows and remain liable under the Contract. Residents anticipating late arrival must email housing@memphis.edu from their University account before the deadline to request a late-arrival hold (generally up to seven 7 calendar days, at the University's discretion and potentially requiring prepayment); approvals are not guaranteed. If a No-Show assignment is cancelled and the resident later seeks housing, they must reapply; prior room type, rate, and location are not guaranteed, and additional fees may apply. All No-Show notices will be sent to the resident's University-issued email; residents must monitor email regularly. Residents may appeal No-Show charges within seven (7) calendar days of notice via the Housing Portal with supporting documentation; decisions are final. The University reserves the right, in its sole discretion, to enforce, modify, or waive No-Show procedures when operational needs, safety considerations, or emergency conditions warrant.

8. Loss or Damage to Resident Personal Property/Abandoned Property

- a. The University is not responsible for loss or damage of goods or personal property. Residents are strongly encouraged to consider carrying some form of personal insurance 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.
- b. Any personal property remaining in the room after the resident vacates the premises shall be considered abandoned after thirty (30) calendar days. The University reserves the right to bill the resident for any costs associated with removal and disposal of belongings left behind.

9. Loss or Damage to University Property

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

10. Room Entry/Inspection

- a. The University reserves the right to enter and/or search any residence hall or apartment room or space. Searches will be authorized by the Director 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.
- b. The University assumes no responsibility for the theft, destruction, or loss of confiscated property.



11. Fire Safety

a. The safety and security of residents is as much a personal responsibility as it is a University responsibility. Therefore, residents agree to use reasonable care in ensuring fire safety and to participate in fire drills and to exit buildings in the event of a fire alarm. Resident agrees to comply with all University Housing Policies related to fire safety including, but not limited, to policies related to cooking appliances and smoking.

12. Firearms, Weapons and Dangerous Devices

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

13. Guests

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

14. General Terms

a. Addenda. Rules and regulations appearing in the most recent Housing Fee Schedule, Code of Student Rights and Responsibilities, University Housing Policies or revisions as may be periodically instituted by university are made a part of this agreement.

b. Force Majeure. In the event of an unforeseeable cause beyond the control of and without the negligence of the University, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, pandemic, epidemic, government restrictions, or the like, the University reserves the right to maintain the safety of the premises by any means, including but not limited to closing its University residence facilities and/or temporarily or permanently removing Students from University residence facilities. Such closure and any termination of this agreement shall not be considered a breach of contract, and the University shall not be obligated to refund any amount already paid pursuant to the Contract. In no event shall the University be obliged to provide alternate housing to students or to rebuild or replace any affected premises.

c. Release; Indemnification; Hold Harmless. The University shall not be liable for any personal accident, injury or illness, including death, to any student or the occupants of student residence facilities, or guests or invitees of such students or occupants, or for any damage, theft or loss of personal property, except as authorized by and allowed pursuant to T.C.A. Section 9-8-301 et seq. In consideration for permission to enter into this contract and reside in University Housing, residents agree to release the University, its Board of Trustees, officers, employees, agents and representatives from any liability, foreseen or unforeseen, on account of any accident, injury, illness, property damage, theft or loss, including death, not caused by the University of Memphis' gross negligence. Further, residents agree to indemnify the University against any claims arising out of their or their guest's use or occupancy of the residence unit or any other properties or premises contemplated under the terms of this Agreement.



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

e. Photo Disclosure. University has the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of university related photographs or videotaped images taken in public spaces of on-campus housing residences for use in connection with the activities of the University for promotion, publicizing or explaining the University and University housing. All photos are taken without compensation to the resident or claims for payment or royalties. All electronic or non-electronic negatives, videos, slides, photographs, and prints are the property of and owned by the university. Any questions regarding this photo disclosure provision should be emailed to housing@memphis.edu.

f. Parent/Guardian as Co-Signor. This contract may be signed electronically by the student if they are 18 years of age or older without a parent/guardian signature. If a student is under 18 years of age, a parent/guardian co-signature is required, and the payment obligations of this contract shall be binding on both parties.

g. Effect of Signature. By entering this contract, you certify that you have read all the terms and conditions of this contract, the University Housing Policies and the Student Code of Rights and Responsibilities and agree to be bound by the terms.

15. Applicable Law

This contract shall be governed and construed in accordance with the laws of the State of Tennessee. All monetary claims against the University, its officers, agents, and employees for breach of this contract shall be submitted to the Board of Claims or Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.