

**RULES OF
UNIVERSITY OF MEMPHIS**

**CHAPTER 0240-10-02
STUDENT HOUSING**

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0240-10-02-.01 DEFINITIONS.

- (1) Residence hall. Any University of Memphis (“the University”) managed or affiliated student residence facility, including traditional residence buildings and apartments. They do not include individual fraternity or sorority housing.
- (2) Resident(s). Any University student who has executed a Housing Contract to live in a residence hall and received an assignment.
- (3) Student(s). A person admitted, enrolled or registered for study at the University, either full-time or part-time, pursuing undergraduate, graduate, or professional studies, as well as non-degree seeking students.

Authority: T.C.A. §§ 4-5-102(12)(E)(ii) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed March 18, 2019; effective June 16, 2019.

0240-10-02-.02 ELIGIBILITY.

- (1) 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.
- (2) Applicants for Graduate and Student Family Housing must be either:
 - (a) Married and/or a single parent (have legal custody of a dependent); or
 - (b) A single graduate student.
- (3) 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.
- (4) No person who is registered, or required to register, as a sex offender will be eligible to reside in University residence halls.
- (5) 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.
- (6) Students who fail to provide proof of adequate immunization will not be allowed to reside in University residential halls unless they have a valid exemption.
- (7) Any exceptions to the eligibility requirements must be approved by the Director of Residence Life or their designee.

(Rule 0240-10-02-.02, continued)

Authority: T.C.A. §§ 4-5-102(12)(E)(ii), 49-7-124, 49-7-162, and 49-8-203(a)(1)(D). **Administrative**

History: Original rules filed March 18, 2019; effective June 16, 2019.

0240-10-02-.03 HOUSING CONTRACTS.

- (1) To live in University residence halls, a completed application must be submitted. Receipt of the housing application does not guarantee assignment to any residence hall and the Director of Residence Life reserves the right to refuse any housing application.
- (2) A student who applies to reside in a residence hall shall, as a condition to residing in the residence hall, sign a Housing Contract prepared by the University that establishes the terms and conditions of the student's occupancy of the residence hall.
- (3) The Housing Contract, which will be in a paper or electronic format, will address the following non-exclusive list of subjects:
 - (a) Term (length) of the agreement;
 - (b) Cancellation of the agreement;
 - (c) Amounts, billing, payment, and refunds of housing fees, security; deposits, and damage and cleaning fees;
 - (d) Assignment and reassignment of rooms;
 - (e) Policies and procedures governing the use and safety of the residence hall and conduct within the residence hall;
 - (f) Rights of entry to rooms;
 - (g) Loss of or damage to the student's personal property;
 - (h) Loss of or damage to University property;
 - (i) Alterations, additions, or improvements to rooms;
 - (j) Animals;
 - (k) Prohibited activities;
 - (l) Visitation;
 - (m) Prohibition on assignment and subleasing by the student;
 - (n) Termination of the agreement by either the student or the University, and options for the student to appeal the termination; and/or
 - (o) Other reasonable and necessary subjects determined by the Director of Residence Life and University leadership.

Authority: T.C.A. §§ 4-5-102(12)(E)(ii) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed March 18, 2019; effective June 16, 2019.

0240-10-02-.04 INSTALLMENT PAYMENT PLAN.

- (1) Students may voluntarily enroll in the Installment Payment Plan (IPP) at the beginning of each semester.
- (2) Students enrolled in this plan shall be assessed an IPP administrative fee of no greater than \$50 for each semester enrolled in the plan. This charge shall be due and payable at registration.
- (3) All financial aid awarded must first be applied toward payment of mandatory fees. The remaining balance after financial aid and discounts are applied will be divided into equal payments with the final payment due the first day of the last month of the applicable term.
- (4) A late payment charge in the amount of \$25 will be assessed on each installment that is not received by the University on or before the due date.
- (5) Request for readmittance to the University will be denied to any student who participated in the IPP and who left the University without paying all charges pursuant to the program. Students will not be eligible for readmittance until all delinquent charges and interest on the charges are paid in full.

Authority: T.C.A. §§ 49-8-113 and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed March 18, 2019; effective June 16, 2019.

0240-10-02-.05 TERMINATION, CANCELLATION AND REFUNDS.

- (1) The University may terminate any Housing Contract in the event of any of the following nonexclusive reasons:
 - (a) Disciplinary action or violation of University policy;
 - (b) Withdrawal from the University;
 - (c) Failure to maintain eligible student status;
 - (d) Violation of any term of the Housing Contract;
 - (e) Violation of any applicable law or University rule, policy or procedure; or
 - (f) Change in marital or familial status.
- (2) Residents may terminate their Housing Contract in accordance with the contract provisions.
- (3) Residents whose Housing Contract is subject to termination will receive notice in writing of the reasons for termination and be given an opportunity to respond.
- (4) Any resident who fails to make timely payment of all fees due under the terms of the Housing Contract will be liable for all expenses of collection, including court costs and attorneys' fees.
- (5) Refunds will be made consistent with University policies or procedures related to refunds of student fees.

Authority: T.C.A. §§ 4-5-102(12)(E)(ii) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed March 18, 2019; effective June 16, 2019.

0240-10-02-.06 CONDUCT AND RIGHT TO ENTER.

- (1) In addition to the terms of the Housing Contract, residents must also comply with all University of Memphis published policies including the Code of Student Conduct. Violations of the contract and the Code of Student Conduct may result in termination of the Housing Contract.
- (2) Residents are responsible for the conduct of their guests. It is the responsibility of the resident to make sure that the guest understands and abides by all Housing and University regulations. If a guest is involved in any violations of University or Housing regulations, the hosting resident, as well as the guest, may be subject to disciplinary action, including termination of the Housing Contract.
- (3) The University reserves the right to enter any residence hall unit or apartment at all reasonable times to inspect for maintenance, health, safety or emergency purposes. Searches may be authorized anytime there is reasonable cause to believe that there is a health or safety concern or in accordance with federal and state law.

Authority: T.C.A. §§ 4-5-102(12)(E)(ii) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed March 18, 2019; effective June 16, 2019.

0240-10-02-.07 APPEALS.

- (1) 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.
- (2) 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.

Authority: T.C.A. §§ 4-5-102(12)(E)(ii) and 49-8-203(a)(1)(D). **Administrative History:** Original rules filed March 18, 2019; effective June 16, 2019.