

## **I. ELIGIBILITY**

Residents of Rhodes College Housing must be students who have been admitted to the College and are currently enrolled, registered for classes, and in good standing at the College. Only full-time students may reside in Rhodes College Housing.

## **II. PERIOD OF CONTRACT AND OCCUPANCY**

A. Term of Contract. All non-summer Rhodes College Housing assignments are made for the entire academic year. Concerning Rhodes College Housing, the academic year begins on the day residence halls open at the beginning of the fall term (August 18, 2023 for first years, and August 20, 2023 for returning students). The academic year ends on the day following the last final examination of the spring semester (May 5, 2024). Concerning Rhodes College Housing, the Fall semester begins on the day residence halls open (August 18, 2023 for first years, and August 20, 2023 for returning students) and ends on the day following the last final examination (December 14, 2023). Concerning Rhodes College Housing, the Spring semester begins on the day residence halls open (January 7, 2024) and ends on the day following the last final examination (May 5, 2024). Concerning Rhodes College Housing for graduating students, the academic year ends the day after Commencement (May 12, 2024).

1. Students required to live on campus (see “Residency Requirement” in the Student Handbook) agree to reside in College housing for the number of semesters indicated by the residency requirement policy. They are responsible for room and board charges for each of those semesters.
2. Students not required to live on campus but who choose campus housing are financially responsible for the room and board charges for each semester of campus residency. For billing purposes, the Student is considered a resident if they have personal property in the residence hall room on or after the day residence halls open at the beginning of the semester. In addition, any student who remains enrolled but withdraws from campus housing during the contract period will be assessed a \$750 contract termination fee. Exceptions may include graduation, study abroad, etc.

B. College Vacation Periods and Official Recesses. Residence halls will remain open for Fall, Thanksgiving, Spring, and Easter recesses. The Refectory or the Lynx Lair will be open during Fall, Thanksgiving, Spring, and Easter recesses except Thanksgiving Day. However, the meal plan will not be in effect. Normal operating services are not available during break periods. Residence halls and dining venues will be closed during Winter Break. All students must temporarily vacate their assigned Rhodes College Housing during Winter Break and may return January 7, 2024. Failure to abide strictly by these limitations may result in a fine of \$100 per incidence/per day and/or other disciplinary action. Students who believe they cannot leave campus due to extreme circumstances (e.g., homelessness, emancipated foster youth, inability to return to their home country) may petition to reside on campus during the Winter Break. The petition form will be made available late in the fall semester. Submitting a petition to remain on campus during Winter Break does not guarantee that a space will be available or that the petition will be approved.

C. Early Arrival Request. Students needing to arrive before the fall/spring semester (Sunday before classes begin) but not being sponsored by a group must submit a request to the Director of Residence Life at least two weeks before the student plans to arrive. Students approved for early arrival will be charged a \$100/night fee, which will be applied to their student account. Students who submit an early arrival request less than two weeks before the date the student needs to arrive will be charged a fee of \$200/night if approved for early arrival.

D. End of Year Closing. Students must remove all their personal property from Rhodes College Housing within 24 hours after the last regularly scheduled College exam of the academic year. Only graduating seniors and students associated with an official college function (and approved by the Director of Residence Life) have permission to remain past the official closing. Failure to abide strictly by these time limitations may result in a fine of \$250 per incidence/per day and/or other disciplinary action.

### **III. PAYMENT TERMS**

A. Housing Registration. All current resident students must register online by the date determined by the Office of Residence Life to become eligible for the Rhodes College Housing lottery and selection process for the following academic year. It is the student's responsibility to know the eligibility requirements of the housing selection process. Students who cancel their registration or housing after the selection process begins are subject to a progressive cancellation fee. If a student cancels before May 15, there is no cancellation fee. Students who cancel between May 16 and June 30 will incur a \$250 cancellation fee. For students who cancel between June 30 and July 15, the cancellation fee is \$500. Cancellations after July 15 will incur a \$750 cancellation fee. For the Student required to live on campus, the College will assign a room in Rhodes College Housing even if the Student does not meet the designated registration deadline.

B. Room and Board Charges. All room and board charges for Rhodes College Housing must be prepaid during the stated registration period at the beginning of the academic year. All returning students must choose a 15- or an unlimited meal board package. East Village A&B, Parkway Hall, Spann Place, and East Village C Townhouse residents may also choose a 7-meal board package. First-year students are assigned an unlimited meal plan.

C. Refunds. Once the Student moves into a residence hall room, room and board charges for the full semester are due and payable. Even if the Student moves out of the room during the semester due to withdrawal from the College or other reasons, the full semester room and board charges remain due on the student's account.

### **IV. HOUSING ASSIGNMENTS**

A. Room Changes. The Office of Residence Life must preapprove all room assignment changes during this contract term. Students can email [reslifestaff@rhodes.edu](mailto:reslifestaff@rhodes.edu) to initiate the room change process. A student may not change rooms during the first or last two weeks of either semester during the academic year. The Student making an unapproved room change without proper notification and approval will be fined \$250 and may have the preferred room assignment revoked.

B. Vacancies. If a vacancy occurs in a room, the Student who remains agrees to accept an assigned roommate or move to another room upon the request of the Director of Residence Life. When a vacancy occurs, the room must be maintained by the remaining occupant(s) in a manner that will allow another student to move in on very short notice.

C. Reservation of Rights. The Director of Residence Life reserves the right to:

- (1) assign students to available spaces in Rhodes College Housing,
- (2) alter any assignment at any time,
- (3) take appropriate actions as a result of administrative or disciplinary actions,
- (4) provide accommodations for a student with a documented disability, and
- (5) deny the privilege of Rhodes College Housing to any student who has demonstrated behavior that significantly disrupts the residential community.

## **V. CANCELLATION OF CONTRACT**

A. Events of Cancellation. Once the Student checks into their Rhodes College Housing at the appointed time for any given semester, this Housing Contract may only be canceled if expressly provided herein. There are no refunds of room/board charges once students move into Rhodes College Housing, irrespective of cancellation, for the following reasons:

- 1) If the Student fails to register for classes;
- 2) If the Student is not a full-time registered student in any given semester;
- 3) If the Student is required to live in non-Rhodes College Housing by participating in an academic program officially sanctioned by the College. The College does NOT guarantee Rhodes College Housing to students returning from an officially sanctioned year or semester off-campus. Students who participate in an approved off-campus program may return to Rhodes College Housing on a space-available basis only;
- 4) If the Student marries or gives birth during the period of Contract;
- 5) If the Student takes a leave of absence from the College for any reason;
- 6) Upon completion of graduation requirements by the Student, unless the Student continues to be enrolled full-time;
- 7) If the accommodations assigned to the Student are destroyed or become otherwise unavailable and the College does not furnish substitute accommodations; and
- 8) If, in the opinion of the Vice President for Student Life, the Student fails to meet the full terms and conditions stated herein or if the Student violates any College or residence regulations as stated in the Student Handbook or the College Catalogue, which are both, incorporated herein by reference, or if, in the opinion of the Vice President for Student Life, the Student poses a threat of substantial harm to persons or College property.
- 9) If the Student is convicted of a felony, a misdemeanor involving assault or non-consensual sexual contact, or a crime requiring registration as a sex offender.

B. Eviction. Upon the cancellation of this Contract for any of the above reasons, the Student will be required to vacate the room within the period prescribed by the Director of Residence Life at the time of withdrawal, which will not be less than 24 hours and not more than one week. The Student must vacate the room, remove all personal property, and return all keys to the Office of Residence Life within the applicable period. In the unusual case of the Student who has caused an extreme disruption, removal from the halls may be immediate.

## **VI. RESPONSIBILITY FOR THE ROOM**

A. Condition of Room. Residents are responsible for the condition of their assigned rooms, furnishings, and common areas. All students will review the state of the room with the Resident Assistant when they begin occupancy, at which time any existing damage and missing furnishings will be noted. Damages occurring during the period of occupancy, normal wear, and tear excepted, are the student's responsibility, and damages will be assessed to the individual(s) responsible, as will any unusual cleaning charges. Upon request of the College, students will promptly reimburse the College for all damages to the room and any fixtures, furnishings, or other furnished properties (including the interior of doors, windows, walls, ceilings, floor, furniture, etc.) provided under this Contract. Any student responsible for such damage or destruction will also be subject to additional disciplinary action. Students must return their keys to the Office of Residence Life when moving out of the room.

B. Room Furnishings. College-provided furnishings must remain in the room. Student(s) will bear the cost of repair or replacement for damaged or misplaced furnishings. Refer to the guidelines for students' personal property in the Student Handbook. Any non-College property left in the student's assigned room at the end of the term of this Contract will be discarded, and the student (s) of the room will be charged for the expense involved in discarding such property.

C. Computer Usage. Students are responsible for knowledge of and compliance with College computer usage policies. Violations of these policies may result in disciplinary action, including eviction from Rhodes College Housing.

D. Room Security and Keys. In the interest of personal security, residence hall rooms must always be locked. Room keys and access devices (key fobs) are NOT to be duplicated under any circumstances. All keys must be turned in to the Office of Residence Life during room check-out. The student may not lend their residence hall keys to anyone at any time (whether a student or non-student). The College will issue replacement keys if the Student loses their residence hall key only after paying the \$20 replacement fee. The College reserves the right to assess the cost of changing locks depending on the circumstances involved with lost keys.

E. Storage. The College does not provide storage for students. Please contact the Office of Residence Life for local off-campus storage facility recommendations.

F. On-Site Inspection and Assessments. Room conditions must be the same as at the beginning of the term at check-out, except for ordinary wear and tear. At the end of every academic term, an onsite inspection is conducted by the College, at which time the cost to restore the room to its original condition will be assessed against the student (s) of the room. The cost of discarding non-college property, excessive cleaning, repairing any damage to the room, and replacing missing items will be divided equally among room residents unless the College determines the fees should be assessed otherwise. If students feel they have received a residence hall charge in error, they may appeal it to the Office of Residence Life. All appeals must be made within 30 days of the notification of the charge.

G. Cleaning. Students are responsible for cleaning their assigned rooms. Housekeeping staff will clean the hall bath/shower rooms and the common spaces. Residents in apartment-style units - East Village A&B, West Village, Spann, and Parkway Hall and suite-style rooms (East Village C, Glassell, Robinson, Voorhies, Voorhies-Townsend, and Blount) are responsible for cleaning the suite, including the common area, bathrooms, and kitchens.

H. Maintenance. Students are responsible for notifying Physical Plant directly or by the Work Order system of any items needing attention/repairs. These items include but are not limited to furniture, lighting, electrical, plumbing/leaks, HVAC, keys/locks, pest control, etc.

## **VII. RESPONSIBILITY FOR COMMON AREAS**

Common areas include but are not limited to hallways, door exteriors, bathrooms, stairwells, lounges, laundry rooms, study rooms, utility rooms, storage rooms, kitchens, and TV rooms. Students are expected to help maintain these community areas. Furnishings in common areas must not be removed or rearranged. Roofs, ledges, and balconies of residence halls are always off-limits. For security reasons, outside hall doors may not be propped open. All residence hall space is non-smoking. The College will make every effort, within reason, to discover the individuals responsible for any damage or loss in the common areas of any residence hall. However, when the damage or loss cannot be attributed to specific individuals, the cost for damages or loss occurring in the common areas of the building will be shared equally by all students of that facility. Students can be held accountable for building damage if a connection can be made back to a particular residence hall facility.

## **VIII. VISITATION**

Guests on campus in general. Guests are expected to remain under the auspices of their host, and the host bears the responsibility for the guest's behavior in compliance with campus policy. Host responsibilities for a guest should not be transferred from one person to another. Guests are not permitted during finals and senior week.

Overnight Guests. Rhodes permits 24-hour visitation if the student first secures the verbal approval of their roommate(s) and/or suite-mate(s) before the arrival of any visitors. A roommate's right to free access to the room/apartment at all times, privacy, study time, or sleep must not be compromised because of a guest. Any student wishing to entertain a guest, whether of the same or opposite sex, must have the permission of the roommate(s). The College does not allow cohabitation and cannot ignore any infraction of this policy that comes to its attention. Cohabitation is defined as a guest spending the night more than three consecutive nights. Failure to comply with these requirements may result in disciplinary action.

Visitors. Visitors without a host bear the responsibility for compliance with campus policy. Visitors are expected to conduct themselves in a civil and non-disruptive manner. Visitors are not permitted during finals and senior week.

## **IX. CASUALTY TO PERSONAL PROPERTY**

The College does not insure or assume any legal obligation to pay for the loss of or damage to the Student's personal property that may occur on Rhodes College Housing property or in leased buildings. Therefore, students, their families, and supporters are encouraged to carry appropriate insurance to cover such losses.

## **X. ROOM ENTRY**

Authorized personnel of the College have the right to enter student rooms/apartments at any time for maintenance and repair, inspect health and safety conditions and equipment, and investigate violations of College regulations. In addition, at least twice per semester, staff from the offices of Residence Life, Physical Plant, or Campus Safety conduct inspections for residence hall safety, sanitation, and maintenance.

## **XI. QUIET HOURS**

Quiet hours for Rhodes College Housing begin at 10:00 p.m. and end at 8:00 a.m., Sunday through Thursday. On weekends, quiet hours start at 1:00 a.m. and end at 8:00 a.m. A student may request that other students lower their noise level at any time if such noise is unreasonably disruptive to any student. During final exams and reading days, quiet hours are 24 hours daily.

## **XII. CAMPUS SAFETY**

A. Fire Safety. The safety of the Rhodes community is the highest priority. An essential piece of the College's safety practices includes taking fire and fire hazards seriously. A student may violate the Fire Safety policy if they:

- Fail to evacuate a Rhodes College-controlled building or area during a fire or fire alarm
- Improperly use fire safety equipment, i.e., discharging a fire extinguisher or activating/engaging a sprinkler system when there is no threat of fire
- Tamper with or cause damage to any firefighting or fire safety equipment
- Light fires or burn items, i.e., burning paper on doors or walls

There may be other ways a student can be found violating the Fire Safety policy – violations are not limited to the examples listed above. Rhodes will consider whether the alleged action was intentional or unintentional when considering whether a Fire Safety charge will be issued. However, unintentional actions may still result in a Fire Safety charge, as ignorance is not an excuse to violate College policy. In such instances, consideration would be made regarding the nature and severity of the sanction(s) issued if a student were found responsible for violating the policy.

Falsely reporting a fire or pulling a fire alarm is a violation of the College's Fire Safety policy and the Falsification policy. Students who improperly use or tamper with firefighting or fire safety equipment will, at minimum, be charged a fine and face other sanctions. If such improper use or tampering occurs in a residence hall where the responsible party cannot be identified, the fine may be divided equally among residents on the floor or in the building. The City of Memphis prohibits the use of fireworks in the city. Possession or use of fireworks is prohibited on the Rhodes College campus.

By State and Local Codes, the College strictly prohibits tampering with any fire safety equipment or the starting of fires of any sort on the campus. Disciplinary action and/or civil prosecution may be taken against those found tampering with fire alarm mechanisms (including room or hall smoke detectors) and fire extinguishers and/or refusing to vacate a building in the event of a fire alarm. In addition, the residents will be assessed a monetary penalty, individually or collectively, if the College is reasonably unable to determine the individual(s) responsible for false fire alarms and/or damage to alarm mechanisms or fire extinguishers. Because of fire safety regulations, the following are prohibited:

- a) fireworks, explosives, flammable fluids, and kerosene heaters;
- b) candles, incense, open-coil or open-plate devices such as hot plates and counter-top style grills; and halogen or other lamps with exposed bulbs (upwards-facing lamps);
- c) bringing motorbikes inside any area of a residence hall;
- d) bicycles or other objects that block passage in halls or stairways;
- e) UL-approved power strips with surge protection are the only permissible extension cords.

B. Weapons. Rhodes College strictly prohibits possession of weapons of any type by students, employees, or visitors on all College property, including but not limited to firearms of any kind, B-B guns, pellet guns, paintball guns, stun guns, slingshots, bows and arrows, martial arts weapons, knives, chemical weapons, explosives or any other object or substance that could be used as a deadly weapon. In addition, toy and squirt guns can look realistic and may be perceived by others as a weapon, leading to safety concerns and potential police involvement. Therefore, toy and squirt guns are not permitted on campus. (Weapons are defined in the Tennessee Code Annotated.)

C. Refer to the Student Handbook of the College for other safety policies.

### **XIII. ALCOHOL AND DRUGS**

Rhodes is an institution committed to practicing conscientious respect. Rhodes College does not condone the use of illegal substances and the misuse of over-the-counter (OTC) or prescription medication. Individuals who use or misuse these substances risk damaging their bodies or their minds and are therefore not respecting themselves.

Students are expected to comply with federal and state laws concerning controlled substances. This means that the consumption, sale, manufacture, possession, distribution (including gifts), and/or illegal use of controlled substances is prohibited. Controlled substances include, but are not limited to, cannabis, cocaine/cocaine derivatives, heroin, amphetamines, barbiturates, LSD, PCP, and “designer drugs” such as ecstasy or eve. In addition, the College does not tolerate irresponsible or destructive behavior while under the influence of intoxicants.

The misuse of OTC/prescription medication is a national crisis, and the Rhodes community is not immune to its effects. Students who share, gift, sell, or distribute their prescription medication to others violate College policy and the law, and such actions are prohibited. In addition, students prescribed medication are expected to keep it in a safe place and only use it as their physician or healthcare provider has prescribed.

Even though a substance is not intended to be inhaled or consumed, the College recognizes that some substances can be abused in this way. Therefore, students who utilize other mind-altering substances such as aerosols, amyl nitrate, ephedrine, glue, nitrous oxide, paint, volatile solvents, and other similar substances violate this policy.

The possession or use of drug paraphernalia often indicates that an individual uses controlled substances. Drug paraphernalia is the equipment used to produce, conceal, and/or consume controlled substances, such as bongos, grinders, or pipes. Therefore, the College prohibits the possession of drug paraphernalia.

The College abides by Tennessee State Law concerning the sale, possession, and use of alcohol. Students under 21 who purchase or knowingly possess any alcoholic beverage violate State Law. Violations of the College alcohol policy may result in the suspension of residence privileges and other sanctions, as specified in the Student Handbook of the College. All residence hall space is non-smoking, including student rooms, social rooms, and hallways. This includes but is not limited to cigarettes, cigars, pipes, electronic cigarettes ("e-cigarettes/e-cigs" or "Juuls"), personal vaporizers, or any other smoking devices.

#### **XIV. VEHICLES**

Bicycles may only be stored within residence hall rooms or in specially designated bike rooms or racks. All motorized vehicles must be registered with the Campus Safety Office and may only be parked in designated parking areas on campus.

#### **XV. PETS**

Pets are not permitted in Rhodes College Housing, visiting or otherwise, except fish in a tank no larger than five (5) gallons. Exceptions may be made for support/therapy/service animals by the College's Animals on Campus Policy detailed in the Student Handbook.

#### **XVI. ASSIGNMENT**

This Housing Contract is a contract between the College and the Student for a space in the residence halls, not a specific room. Therefore, the contract may NOT be transferred or assigned to another person.

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This Contract is between the Student mentioned earlier (the "Student"), or, if the Student is a minor, their parent or guardian, and Rhodes College (the "College"). The term of this Contract will be for the regular academic year, as indicated on this Contract. This Contract will entitle the Student to the use of assigned on-campus or College-leased housing ("Rhodes College Housing") only in such manner as set forth herein and by the regulations of the College. This Contract does not constitute a commitment of admission to or continuance at the College. Students and their families and supporters are urged to read carefully the terms and conditions of this Contract. No waiver of a breach of contract shall constitute or be deemed a waiver of any other or a subsequent breach. This Housing Contract shall be construed and enforced under the laws of Tennessee. By signing below

- (1) I accept the housing assignment from the Office of Residence Life,
- (2) I have read and agree to abide by the terms of this Housing Contract, and I will abide by all policies of the College and its residence halls as stated in the Student Handbook.



## **XVI. HEALTH AND SAFETY EMERGENCY GUIDELINES**

Please note that these policies in the Housing Contract are subject to change at any time based on changing health policies or best practices. Rhodes is committed to protecting the health and safety of all campus community members and minimizing the potential spread of disease on campus. As always, Rhodes will endeavor to update you with timely information about specific health and safety guidance necessary for our residential students and reserves the right to modify these guidelines if necessary.

Students are required to comply with the health and safety protocols adopted by Rhodes. These guidelines may be adjusted as a public health crisis evolves and may include, but are not limited to, social distancing, limitations on group gatherings, COVID-19 testing, contact tracing, wearing a face covering, disinfection protocols, restrictions on guests into residence halls, and quarantine/ isolation requirements. Adherence to health and safety requirements applies to all residents, staff, and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, outdoor spaces, and other shared spaces.

The responsibility for maintaining the health and safety of all community members is a shared one. Therefore, please be aware that compliance with all the College's safety guidelines and restrictions is a requirement to reside in Rhodes College Housing.