

SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY

DORM HOUSING AGREEMENT



This Housing Agreement is made this _____ day of _____, 20____ (the "Commencement Date") by and between Southeastern Baptist Theological Seminary (the "Seminary") and _____ with Student ID# _____ (the "Occupant").

1) AGREEMENT PURPOSE: The purpose of this Agreement is to provide students with affordable student housing only and not to facilitate a commercial enterprise. Residence in Seminary housing requires certain obligations and responsibilities. As such, the Seminary shall provide housing, and the Occupant shall occupy and use the housing subject to this Housing Agreement and any obligations, rules, or regulations now or hereafter adopted by the Seminary (collectively the "Agreement").

2) HOUSING:

The Seminary shall provide housing (the "Housing") with an address of:

 Wake Forest, NC 27587

The housing shall be provided for **Single Student Dorm Housing** to be occupied by the:

- Occupant
- Other assigned Occupants (if any) based on Rent Plan
- Other Occupants (if any) approved in writing by Housing Office

Your Rent Plan is: _____

The Occupant shall pay (_____ dollars) (\$_____) (the "Payment") for the "First Occupancy Period" to the Seminary for the Housing. The Payment is subject to change as described in this Agreement and at the beginning of each "Additional Occupancy Period", defined below. This Payment is due in accordance with the published due dates of Accounting Services and is considered late if not paid by the published due date (the "Late Payment"), without demand or notice, at the Accounting Services Office in Stealey Hall with a mailing address of: Accounts Receivable, P.O. Box 1889, Wake Forest, NC 27588. A Late Payment will be subject to a late charge which may change from time to time (the "Late Charge").

Occupant may occupy the Housing on or after _____ (the "Occupancy Date"). This Agreement shall continue until the end of (the "First Occupancy Period") checked below unless otherwise stated herein:

Check One	Semester & Year	Effective Dates	Semester Housing Charge
	Summer 2016	Jun. 1, 2016 – Aug. 13, 2016	\$713.00
	Fall 2016	Aug. 14, 2016 – Dec. 10, 2016	\$1,290.00
	Winter Break 2016-17	Dec. 11, 2016 – Jan. 14, 2017	\$285.00
	Spring 2017	Jan. 15, 2017 – May 13, 2017	\$1,290.00
	Summer 2017	May 14, 2017 – Aug. 12, 2017	\$855.00

This Agreement shall automatically renew for Additional Occupancy Periods, which shall be defined as the day immediately following the termination of the First Occupancy Period or the Additional Occupancy Period, as applicable, and continuing through the end of that Occupancy Period of the same or the subsequent year. Such automatic renewal shall be subject to the conditions contained herein. The First Occupancy Period and the Additional Occupancy Periods shall collectively be referred to herein as "Occupancy Period(s)". For Occupants who graduate during the Occupancy Period (the "Occupant-Graduate") the Occupancy Period terminates on the last day of the month of an Occupant-Graduate's graduation or fifteen days after the date of graduation, whichever is the latest.

3) QUALIFICATION: The Occupant must qualify as a student. In order to qualify as a student, the Occupant must be in good standing with the Seminary financially, disciplinarily, and academically and must enroll in every term during the Occupancy Period at the Seminary for a minimum of six (6) term hours. The Occupant is not required to enroll in classes during the summer or J-term. An Occupant who is in the last term before the Occupant's graduation may make a written request for an exception to the minimum-hours requirements. The Seminary expressly reserves the right to enforce the requirements of each Occupant to qualify as a student.

In the event an Occupant fails to qualify as a student during the Occupancy Period as defined above, and Seminary waives its right to terminate the Agreement pursuant to the Default provisions below, the Occupant's Payment shall increase by One Hundred Fifty Dollars (\$150.00) per month as long as Occupant fails to qualify as a student. In the event the Occupant fails to qualify as a student based upon term hours taken, the increased Payment will continue to be charged to the Occupant until the end of the month containing the first fall or spring "drop-add" date. At that time, the Occupant's Payment will be reduced to the amount stated in this Agreement provided that the Occupant then qualifies as a student. In addition, all other aforementioned terms and conditions apply. The Seminary expressly reserves the right to enforce such provision and no notice shall be required to be given to the Occupant prior to such increases in Payment.

4) TERM: Unless the Occupant is in default of this Agreement, the Seminary has terminated this Agreement, or the Occupant is an Occupant-Graduate, this Agreement shall automatically renew for additional Occupancy Periods. This Agreement may only be terminated at the end of an Occupancy Period unless written approval is obtained from the Director of Housing. Any person wishing to terminate this Agreement at the end of an Occupancy Period shall notify the Director of Housing, in writing, 30 days before the last day of the Occupancy Period. If the Occupant notifies the Director of Housing that the Occupant wishes to terminate this Agreement, but the Occupant does not vacate the Housing at the end of the Occupancy Period, the Seminary may, in its sole discretion, allow the Occupant to stay in the Housing on a month to month basis (the "Monthly Occupant"). The Monthly Occupant shall pay the original Payment plus an additional One Hundred Fifty Dollars (\$150.00) for each month the Seminary allows the Monthly Occupant to remain in the Housing. The Occupant-Graduate's Agreement will not automatically renew, unless Occupant-Graduate has been accepted into another degree program by the Seminary. If the Occupant-Graduate fails to vacate the Housing at the end of the Occupancy Period, the new Payment for the month following the graduation month, and every subsequent month the Occupant-graduate remains in the Housing, will be the original Payment plus an additional Two Hundred Dollars (\$200.00) per month.

5) SPECIAL STIPULATIONS: Entries (if none, write "none") listed in this section supersede different or conflicting entries in other sections of this Agreement, but each entry must be initialed by the Director of Housing.

6) DEFAULT: The Seminary may declare the Occupant to be in default if one or more of the following events (herein called "Event of Default") shall occur:

- a. If the Occupant fails to make a Payment by the published due date of Accounting Services in accordance with the terms of this Agreement, unless the Occupant receives written permission from the Director of Accounting Services otherwise, and such default shall continue for a period of ten (10) days after written notice to the Occupant thereof; or
- b. If the Occupant is late in paying any amounts owed to the Seminary, including, but not limited to, tuition and associated fees, and such default shall continue for a period of ten (10) days after written notice to the Occupant thereof; or
- c. If the Occupant shall vacate or abandon the Housing, and such default shall continue for a period of ten (10) days after written notice to the Occupant thereof; or
- d. If the Occupant shall fail to keep or perform or abide by any term, condition, covenant of this Agreement or any rules and regulations adopted now or hereafter by the Seminary; or
- e. If the Occupant shall fail to qualify as a student as defined above; or
- f. If the Occupant is subject to any form of disciplinary action from the Seminary.

7) REMEDIES UPON DEFAULT:

- i. Upon the occurrence of any Event of Default as set forth above, Seminary shall have the right, at its option, to utilize any one or more of the following rights:
 - a. The Seminary, with or without terminating this Agreement, immediately or at any time thereafter, may re-enter the Housing and correct and/or repair any condition which shall constitute a failure on Occupant's part to keep or perform or abide by this Agreement. Occupant shall reimburse and compensate the Seminary for any Expenditures immediately.
 - b. The Seminary, with or without terminating this Agreement, immediately or at any time thereafter, may demand in writing that the Occupant vacate the Housing. The Occupant shall vacate the Housing and remove all property belonging to the Occupant within three (3) days of receipt by Occupant of such notice from the Seminary, whereupon the Seminary shall have the right to re-enter and take possession of the Housing. The Seminary shall have a right to dispose of any property not removed from the Housing; the costs of such disposal shall be incurred by the Occupant. The Occupant shall pay to the Seminary the Payments due for the remainder of the Occupancy Period and any associated fees due under this Agreement. The Occupant shall be liable for all costs of recovery of the Housing including, without limitation, legal expenses and reasonable attorney's fees and the costs of any repairs to the Housing which are necessary or proper to prepare the same for delivery to a future Occupant.
- ii. In the event of any re-entry of the Housing by the Seminary pursuant to any of the provisions of this Agreement, the Occupant hereby waives all claims for damages which may be caused by such re-entry by the Seminary; and the Occupant shall hold the Seminary harmless from any loss or damages suffered by the Occupant by reason of such re-entry and storage of the Occupant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.
- iii. Upon any breach of this Agreement, regardless of whether such breach is, or becomes, an Event of Default, the Seminary shall be reimbursed for any and all expenses incurred by the Seminary, including legal expenses and reasonable attorney's fees, in enforcement of the terms and provisions of this Agreement.
- iv. The exercise or failure to exercise by the Seminary of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by the Seminary of any one or more of the other remedies provided herein. All remedies provided for in this Agreement are cumulative at the option of the Seminary, and may be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided by law.

8) LIABILITY: The Seminary cannot and does not assume responsibility for personal accident, injury or illness to Occupants, guests or visitors, or for damage, theft or loss of personal property. The Occupant hereby releases the Seminary, its officers, agents and employees from any liability on account of any accident, injury, illness, property damage, theft or loss not caused by the Seminary's gross negligence. Further, the Occupant shall indemnify the Seminary against any claims arising because of the Occupant's use or occupancy of the Housing. The Occupant shall take full responsibility for the acts of guests and visitors to the Housing.

9) PROPERTY DAMAGE LIABILITY: The Seminary provides in the "Payment" a "*Property Damage Liability Loss Waiver*", which waives the Occupant's obligation for Property Damage Liability up to \$ 100,000.00, as respects only to damages related to the perils of fire, explosion, sewer backup, smoke, and accidental water discharge by enrolling the Occupant in the Students Legal Liability™ (SLL) program for the Occupants of Housing. The Property Damage Loss Waiver does not relieve the Occupant from the above Seminary Indemnification, but waives only the Property Damage Liability requirement up to \$ 100,000.00. Complete information about this coverage is available in the Housing Office.

10) TRANSFER: The exchange of Housing or substitution of occupants residing in the Housing without the express, written approval of the Seminary is prohibited. "Subletting" or the assignment of this Agreement is not permitted without the written permission of the Director of Housing. In the event a housing location which is owned by the Seminary becomes vacant and the Occupant desires to move into this other location, the Occupant shall provide written notice to the Seminary requesting a transfer to such new location. At the sole discretion of the Seminary, the Seminary may grant such request, therefore, allowing the Occupant to move into such new location under the condition that the Occupant shall be required to sign and execute an amendment to this housing agreement (under same rent plan but different location) or a new housing agreement (for a different rent plan). If a new housing agreement is signed, this Agreement shall then become void except as it related to Payments which had already become due there under or payment for damage caused during the Occupancy Period. This new agreement, upon execution, shall substitute for the existing Agreement between the Seminary and the Occupant. The Seminary is under no obligation to allow such transfer and any new location shall have different terms, including payments, as stated in the new agreement, which

may or may not be in accordance with this Agreement. Any Occupant moving from one Seminary housing to other Seminary housing will be charged a Two Hundred Dollar (\$200.00) transfer fee unless expressly waived by the Director of Housing. The Seminary reserves the right to move occupants to different housing location for consolidation, disciplinary action, a facility failure or for any other reasons in response to unforeseen circumstances.

11) SEVERABILITY: If any term or provision, or any portion thereof, of this Agreement is declared invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

12) WAIVER: No delay or failure to exercise any right or power granted under this Agreement shall impair any such right or power or be construed to be a waiver thereof.

13) GOVERNING LAW: This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina, without regard to its conflict of laws principles.

Addendum 1

HOUSING POLICIES AND REGULATIONS



General Statement Regarding Policy

The basic premises of all policies and regulations for housing are individual responsibility and mutual respect for fellow students. The essential assumption is that students in campus housing are Christian adults in residence at a Christian institution. Policies and regulations are formed primarily to assist in providing an atmosphere in which the welfare of the student is both affirmed and preserved. In this sense, regulations and guidelines are, of necessity, restrictive in that they help to protect property and maintain a positive setting for all students in an environment in which facilities, equipment, and space are shared.

Housing policies and regulations are devised to be consistent with Southeastern's commitment not only to its students but also to the Southern Baptist Convention and the people who support it. Their primary aim is to help maintain a comfortable setting conducive to learning while providing as much privacy as possible in a shared environment. All seminary housing students are guided by specific policies and regulations.

Housing Policies and Regulations are subject to change. All students in campus housing are subject to the Housing Policies and Regulations as updated and posted on the website.

The assignment of a dorm room is not a commitment on the part of the Seminary to the student for the continuous occupancy of a particular room. At the discretion of the Seminary, dorms may be closed, or student may be required to make moves within dorms.

Failure of the Seminary staff to insist upon the strict performance of the terms, conditions, and agreements of the Housing Agreement or Housing Policies and Regulations does not constitute, nor should it be construed, as a waiver or relinquishment of the Seminary's right to enforce any such terms, conditions, or agreements.

1. The C@SE House System:

Undergraduate Residency Policy of The C@SE House System

The College At Southeastern House System applies to all students with some exemptions. The College At Southeastern House System includes an Undergraduate Residency Policy. The following Undergraduate Residency Policy is in place:

All incoming residential students are required to live on campus in designated residence halls.

Exceptions:

- 1) Students who have completed 90 credit hours.
- 2) Students who are 22 years old at the time of enrollment.
- 3) Students who are married.

Note:

- All students who matriculated prior to August 1, 2016 are grandfathered in under the original 72 credit hour threshold.
- Once a student has reached one of the Exceptions above, (excluding marriage) they may choose to remain within the designated residence halls (provided space is still available), move to another area of campus housing, or move out of campus housing.

Exemptions:

- 1) Students who marry during enrollment will be allowed to move out immediately.
- 2) Students who turn 22 during the middle of a semester will be allowed to move out at the conclusion of that semester.
- 3) Students who will be living with their parents or legal guardians.*
- 4) Students who have dependents.*
- 5) Students who are dually-enrolled.*
- 6) Students with certified medical needs or other circumstances.*

*These requests for an exemption must be made to the Housing Office in writing. All exemptions will be considered on a case-by-case basis. All requests for exceptions or exemptions must be submitted before the following deadlines to be considered:

- For current students
 - October 31 for spring semesters
 - March 31 for fall semesters
- For incoming students
 - December 15 for spring semesters
 - July 31 for fall semesters
- ***The Housing Office retains the right to deny a request or initiate a move due to space limitations.***

For more information on the C@SE House System please contact the Student Life Office at 919-761-2802 or email studentlife@sebts.edu.

2. Residence Hall Statement Of Policy

- A. The wireless internet, water, sewer, and electric services are provided by the Seminary and are included in your semester housing fee.
- B. Cable TV and phone (for local calls) are available in the lounge area of the dorm.
- C. Your semester housing fee will remain the same even when someone moves in or out of your dorm room (i.e. flat-rate rent plan).
- D. The living space is shared equally by the occupants of the dorm room. You are allowed to have only what will fit in your portion of the space.
- E. The Seminary inspects all dorm rooms a couple of times a semester. Several days prior to inspections, an email will be sent to each student's email address of record notifying the student of the next inspection. These inspections are to check for cleanliness, damages, safety issues and that unassigned spaces are clear. Any violations will be subject to fines and corrective action. Failure to take corrective action as required could result in Seminary staff or approved contractors making such corrections. Costs for such services will be charged to the student's seminary account.
- F. Unassigned spaces in the dorm room must remain clear of any personal effects and clean at all times.
- G. If you have a vacant bed space in your dorm room, you may get a new roommate at any time. You are responsible for keeping your dorm room clean and vacant spaces empty and ready for someone to move in at any time. We normally try to give you notice of an arriving roommate; however, in some cases it is not possible to give advance notice.
- H. If there is less than the maximum number of students living in the dorm room, you may be required to move to another dorm room.
- I. Sections of the dorm may be closed at Christmas and during the summer. Remaining students will be consolidated

to other available dorm housing.

- J. Students in any dorm room, who desire to have an overnight guest must have prior written approval from the Director of Housing. A permission form is available from the Housing Office or on CampusNet under the Menu tab. The completed Permission for Overnight Guest form must be brought to the Housing Office for approval before the guest stays overnight. No overnight guests of the opposite gender will be permitted.
- K. Safety rails are attached to all bunked or lofted beds. Use of safety rails is required.

3. General

- A. A Housing Agreement must be signed by the student before the end of the second business day after the room key has been picked up.
- B. Nearly all notices regarding your housing are sent to your e-mail address of record.
- C. Students are required to keep their contact information up to date. Information can be updated by visiting campusnet.sebts.edu and selecting General Student Information under the Student Life tab. Select the "Email Address Change Form" and follow the instructions.
- D. Seminary housing may be occupied only by persons specified on the housing application or others approved by the Director of Housing.
- E. Use or possession of e cigarettes (including "vapes"), tobacco or alcoholic beverages or the misuse of prescription drugs by the student and/or the student's guests in the housing areas is prohibited.
- F. The Seminary reserves the right to have authorized staff persons and/or approved contractors make physical inspections and/or perform routine or special services to property as often as is deemed necessary by the Director of Housing.
- G. No decorations, flags, signs etc. are permitted in the windows so as to be visible from the outside of the dorms. Nothing is permitted to hang outside the windows of the dorms.
- H. Live plants are not permitted in the dorms.
- I. Anything that is decreed to be a nuisance, hazard, potential hazard, or considered to be in direct violation of the Housing Agreement by the Seminary Housing Office will be subject to immediate corrective action.
- J. Behavior (verbal, physical, emotional) that is demeaning, harassing, or abusive to another individual is prohibited. This includes but is not limited to behavior that is profane, vulgar, or disrespectful.
- K. Hall Meetings: Informative sessions will be held periodically throughout the year on the hall. These meetings, usually led by dorm staff, serve as times for distributing information, gaining feedback, and communicating ideas and concerns for your living environment. If it is necessary for a resident to be absent, it is their responsibility to inform dorm staff prior to the time of the meeting and inquire about missed information.
- L. Most students respect our policies and regulations and work hard to fulfill their responsibilities. Unfortunately, a few students fail to take their responsibilities seriously. The following fine structure will apply for violations:
 - Unauthorized room changes, i.e. failure to get your room key from Housing prior to moving - \$100.00
 - Removing safety rail from bed - \$ 100.00
 - Failure to respond to or follow a directive from a Housing Office email or phone call - \$50.00
 - Failure to follow dorm staff check out procedures - \$50.00
 - Allowing someone to use your access tag or pin # to gain access to the building - \$ 50.00
 - Tampering with a lock or fire safety equipment - \$50.00 + cost of repair
 - Lost Key Fine - \$ 25.00

- Lost Access Device Fine - \$ 15.00
- Dorm room inspection fine (per violation) (\$50/max) - \$ 5.00
- Other Housing Policy and Regulation violations:
 - 1st notice of violation on an item – No Charge
 - 2nd notice of violation of the same type item - \$20.00
 - 3rd notice of violation of the same type item - \$30.00
 - 4th notice of violation of the same type item - \$40.00

4. Insurance

- A. The occupant is liable for damages to Seminary property caused by the occupant or the occupant's guests/visitors to Housing.
- B. The Seminary insurance program does not include coverage for personal belongings. All personal items placed or stored on the premises are at the risk of the Occupant.

5. Utilities

- A. Water, sewer and electric utilities are provided by the Seminary.
- B. All dorms have wireless internet access to the campus. Those choosing to establish their own internet service should be aware that personal wireless networks are not permitted in the dormitories.
- C. Standard Cable TV is provided in the lounge of each dorm. Cable TV service is available in the dorm rooms of Goldston Dorm. Cable TV service is not available in the dorm rooms of Lolley Dorm.
- D. Telephone installations are to be made at existing outlet locations within each room. Each room is equipped with a phone jack that can be activated through the local phone company. A house phone is available in the lobby (for campus calls, local calls, or long distance calls with a calling card).

6. Facilities

- A. All dorms are equipped with kitchens containing stoves, refrigerators, freezers, toaster ovens and microwaves. There is limited cabinet space for each room to store their personal dishes.
 - There are no communal dishes. Students must provide their own dishes and silverware.
 - Students are responsible for keeping kitchen areas clean and in order. Neglect of this responsibility will result in the hiring of a cleaning service to clean the kitchens and the cost divided among the students in the dorm.
 - Immediately following use, dishes and utensils should be washed and returned to their proper cabinet. Likewise, the stove, sink, and counter surfaces should be cleaned and made ready for the next time the kitchen is needed.
 - The kitchen requires general cleaning on a regular basis. Dorm staff will coordinate the cleaning schedule for such cleanings and all residents in the dorm are assigned cleaning responsibilities. Responsibility for daily care and cleaning is shared by all who use it, with the larger responsibility belonging to those who use it most.
 - When food is taken to common areas, students are to clean up trash, leftover food, and wipe tables, chairs, and shelves as needed.
 - Since only limited space is available for refrigeration, each student using the refrigerators is required to label items with name and date and make frequent inventory of items that belong to them. Any unused or spoiled items are to be cleaned out of refrigerators and storage areas. Unlabeled items found in the refrigerators are subject to immediate disposal.
- B. Personal Appliances:
 - Microwaves are not permitted in any dorm room.
 - Open Coils/Heating Surfaces: Cooking/heating food is not permitted in any dorm room. However, students may STORE cooking appliances in the kitchen storage room for use in the communal kitchen. This includes items such as skilletes, grills (including George Forman grills), woks, crock-pots, rice cookers, coffee makers, and any other cooking devices with an open heating surface.
 - Refrigerators: Students are allowed to have one refrigerator per student that does not exceed 5 cubic feet.
- C. Coin-operated laundry facilities are provided in the dorms. No personal effects (e.g. soap detergents, etc.) are to be left in the laundry rooms.
- D. Mail service is provided in the dorms. Mail boxes are assigned by the Housing Office.

- E. No personal effects are to be left in the common areas of the dorm. Personal effects are not permitted in the hallways, stairways, or other unapproved areas of the dorm.

7. Maintenance

- A. All needed repairs or requests for maintenance services are to be reported to dorm staff.
- B. Baby wipes, paper towels, feminine products, toilet cleaning wand tops, and other like products are not to be flushed down toilets in campus housing even if the manufacturer claims they are flushable. These products should be disposed of in the trash only. Costs of sewer repairs caused by students flushing these items may be passed on to the student.
- C. In order to prevent clogging of bathroom sink drains, students must never wash dishes in the bathrooms. All dishes must be washed in kitchen sinks located in kitchen areas. Food that is taken to rooms should be handled and stored carefully in order to avoid problems with insect infestation.
- D. Disposal of grease and food scraps
- Collect grease in a container and dispose of it in the garbage.
 - *Do NOT pour grease, fats, and oils from cooking down the sink drain or toilet.*
 - Place food scraps in your garbage can.
 - *Do NOT use the sewer system as a means to dispose of food scraps.*
 - *Do NOT use the toilet as a wastebasket.*
- E. Report clogged drains to dorm staff. Do not use drain cleaners like Liquid Plumber to unstop drains.
- F. Seminary-owned furniture may not be removed, exchanged, or stored by occupants. All room furniture not being used must remain in the room.
- G. Occupants are not to store personal belongings in the halls, stairwells, attic or basement of the residence hall. Bring only what you can store in your room.
- H. A 24-inch minimum clearance is required in front of the heating/cooling return/air filter grills in the dorm. Facilities Management changes the filters in the dorm every 6 to 8 weeks.
- I. Smoke detectors are provided by the Seminary and are required by law to be kept operational at all times. Smoke detectors may not be disconnected or rendered non-operational. If a smoke detector malfunctions, it should be reported to dorm staff immediately so that it can be repaired.
- J. Students are required to report insect infestations to dorm staff immediately. Roaches, bed bugs, and other insects can quickly multiply and spread to other dorm rooms. Insects can also travel on clothing further spreading infestations not only to other dorm rooms, but also to offices and classrooms. Treatments for infestations can be expensive and costs for treatment are passed on to the student. The Seminary understands the financial impact of such treatments on the student and will work with the student in setting up a payment plan, if necessary, to soften the impact of such charges. Note: Failure to report an infestation in a timely manner could result in your being required to vacate campus housing.
- K. MOLD, MILDEW, AND OTHER ENVIRONMENTAL ISSUES: Occupant acknowledges and agrees that, for both the maintenance of the dorm and the Occupant's health and well-being as well as that of roommates and guests, Occupant shall provide appropriate climate control, keep the dorm room clean, and take other measures to retard and prevent mold and mildew from accumulating in the Home. Additionally Occupant agrees to:
- a. Clean and dust the dorm room on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as such accumulation becomes reasonably apparent.
 - b. Immediately notify the dorm staff of:
 1. any evidence of a water leak or excessive moisture or standing water inside the dorm.

2. the presence of mold, mildew, or similar growth in the dorm room that persists after you have first attempted to remove it through the application of common household cleaning solutions or anti-microbial products.
 3. any malfunction of any part of the heating, ventilation, air condition, plumbing or laundry system present in/on the dorm.
 4. any inoperable doors or windows in the dorm.
- c. In any event, Occupant agrees to be solely responsible for damages caused to the dorm—and to personal property present in the dorm, as well as any injuries or adverse medical condition suffered by Occupant, roommates, and guests—resulting from Occupant’s failure to comply with the terms of this section.
 - d. Further, Occupant agrees that the Seminary may, in our sole discretion, relocate Occupant to an equal or better dorm room whenever there is an environmental concern, including but not limited to mold or mildew or any condition described in this section. In the event the Seminary determines that such relocation is in any way related to Occupant’s failure to comply with the terms of this section or any other requirement of this Agreement, then the cost of such relocation shall be at Occupant’s sole expense.
- L. Garbage should be placed in the trash cans located outside the dorms. Recycling bins are available in each dorm and should be used for recyclable items. Boxes should be flattened before putting them in the recycling bins. NC Law requires recycling of plastic bottles and aluminum cans. All trash deposited in trash cans should be in plastic bags.
- M. No painting, alterations, additions, or improvements shall be made to Seminary property unless approved in writing by the Director of Facilities Management.
- N. Nothing is to be attached to the exterior of the buildings.
- O. Adhesive contact paper and wallpaper are not to be used on walls, cabinets, or other surfaces.
- P. No nails, stickers, tacks, or sticky tapes may be used in any dormitory rooms with the exception of 3M-type easy remove strips. Paint repair or tape removal damages to walls are subject to a repair charge.
- Q. Seminary-owned appliances and furnishings may not be removed, exchanged, or stored by occupants. Seminary-owned refrigerators must not be disconnected even if privately-owned units are in use.
- R. Items of value left behind when vacating Seminary housing will be disposed of by Facilities Management.

8. Inspections/Cleanliness Standards/Damages

The Seminary periodically conducts health and safety checks in dorm rooms. These inspections are to check for cleanliness and damages.

- A. Each student is responsible for keeping their room clean at all times. Students must furnish cleaning supplies.
- B. Student must furnish and use bed linens.
- C. For safety, sanitary, and aesthetic purposes, each resident is responsible for the cleanliness of their dorm room.
 - Floor is to be clean as well as free of clutter.
 - Clothes are to be stored neatly in closets and drawers.
 - Room is to be clean and free of clutter.
 - Trash is not to be overflowing.
 - No food should be left in open containers.
 - No dirty dishes should be present.
 - Bathroom is to be clean and free of clutter.

Any cleanliness violations will be noted by the dorm staff and are to be corrected within 24 hours. Failure to correct the violations may result in referral to Student Life for disciplinary action.

- D. Damages, other than normal wear beyond the certified condition of the room, which occur during or as a result of the resident's occupancy of the room, will be the financial responsibility of the student as follows:
- a. Damages or losses noted as a result of routine inspections or upon vacating the room will be reported by Seminary personnel through established procedures.
 - b. Charges will be assessed for damages or losses due to negligence, willful destruction, or failure to comply with current housing regulations.
 - c. Charges will be determined by actual repair or replacement cost as established by current seminary schedules.
 - d. Loss or damage to rooms or community property shared by more than one occupant, or the inability to ascertain individual responsibility will result in charges being divided equally among the occupants of the room(s).

9. Pet Policy

Pets, including fish in aquariums, are not allowed in Seminary dorms, even temporarily. The term "pets" is understood to include all animals other than those animals specifically trained to aid the blind and/or other handicapped person.

Any student found with a pet will be charged \$250. If the student is still in violation after seven days, the student's account will be charged \$25 per day until the violation is remedied. It is the responsibility of the student to notify the Housing Office in writing the day the violation is remedied.

Stray animals or wildlife may not be fed from any part of the housing areas. Any student found violating this policy will be charged \$50.00 per incident.

10. State Law Notice

- A. Under N.C. Law G.S. 14-269.2(d) possessing a BB gun, air rifle, air pistol, taser, Bowie knife, sling shot, switch blade knife, dagger, or fireworks on a school campus (including campus housing) is a Class 1 Misdemeanor.
- B. Under N.C. Law G.S. 14-269.2(b) possessing a gun, rifle, pistol, or other firearms of any kind on a school campus (including campus housing) is a Class 1 Felony.

(Please be aware that maintenance personnel, apartment inspectors, and other Seminary personnel have been instructed to report violations of these two N.C. laws.)

[Italics = Notes from our Director of Campus Security]

This section applies only if you have a valid concealed weapons permit:

- C. Under N.C. Law G.S. 14-269.2 (k) Schools, Public or Private, All Levels Including Universities.
The provisions of this section shall not apply to a person who has a concealed handgun permit that is valid under Article 54B of this Chapter, or who is exempt from obtaining a permit pursuant to that Article, who has a handgun in a closed compartment or container within the person's locked vehicle or in a locked container securely affixed to the person's vehicle. A person may unlock the vehicle to enter or exit the vehicle provided the firearm remains in the closed compartment at all times and the vehicle is locked immediately following the entrance or exit."

Please note: the handgun must be in a closed compartment and the vehicle must be locked.

11. Vehicles/Parking

- A. Students are issued a parking decal and assigned to designated parking areas. Street parking is also available.
- B. Vehicles of any type are not to be driven or parked on sidewalks or grass. Violations are subject to \$50.00 fine.
- C. All vehicles parked in the housing areas must have a current state license plate, have all tires inflated, and be in running condition.

- D. No boats, trailers, or recreational vehicles are permitted to be parked in campus housing parking areas. (Contact Campus Security for information on where these items can be parked.)
- E. Unauthorized vehicles parked in reserved parking spaces in housing are subject to a minimum \$20.00 fine for each offense.

12. Safety and Security

A. Dorm Access Control Tag Policy

Dorm residents are issued proximity tags to access the building. These tags are proximity tags, meaning that you simply waive the tag within approximately six inches of the reader and the locking mechanism will open.

Here are the guidelines governing the use of your tag:

- a. Do not trade tags or allow someone else to use your tag. **Allowing someone else to use your tag will result in a \$ 50.00 fine and being referred for disciplinary action.**
- b. Notify Campus Security immediately if you lose your tag or if it is stolen so that the tag can be disabled.
- c. Do not break the integrity of the tag in any way as this disables the tag.
- d. The first tag you are issued is free. Should you lose or damage that tag, your account will be charged \$15 for subsequent tags.
- e. Special Notes:
 - i. **To exit Goldston Hall:** As you approach the door, motion sensors will release the locks allowing you to exit. If for some reason the detector does not release the door, use the exit button to the left of the door to open the doors. If you have any questions, you may contact Campus Security at 919-291-1903.
 - ii. **To exit the Lolley Hall:** You may use any door. As you approach the front door, motion sensors will release the lock allowing you to exit. On other doors, simply use the crash bar.
 - iii. **For residents of Lolley Hall,** each tag will also have a five-digit PIN number. The only place that the PIN number can be used is the front door of Lolley. The front door of Lolley has been equipped with a dual tag reader and PIN pad. If you are a resident of Lolley and you forget your tag, you will still be able to enter the dorm by the front door. Do not tell anyone else your PIN number or share your PIN number with anyone. **Allowing someone else to use your PIN will result in a \$ 50.00 fine and being referred for disciplinary action.** Should you forget your tag or lose your tag, you may enter Lolley using the PIN pad on the front door.

- B. Students who have been locked out of their rooms should contact Campus Security.
- C. Students are encouraged to lock their doors at all times when they are not in the room or are sleeping. In addition, students should not store their key in a public location. Tampering with or damaging lock mechanisms is prohibited and will result in a \$50.00 fine and/or repair costs. Additional locks may not be added to doors or college property. Should a key be lost, the lock will be changed and the student will be charged for the replacement.
- D. Insurance regulations prohibit loft beds in front of windows.
- E. All loft beds are required to have safety rails.

13. Fire Safety

- A. The Seminary will sponsor a minimum of one fire drill per semester. Residents are responsible for knowing the evacuation route from their rooms. Students may not re-enter the residence hall until proper authorization has been given. Failure to evacuate during a fire drill, or returning to the building without authorization, is a violation of state law and may also result in disciplinary action.
- B. Tampering with any fire equipment will result in a \$ 50.00 fine and/or cost of repairs.
- C. All candles, incense, or other items with open flames are prohibited in residence halls. Candle warmers are also prohibited. Decorative candles may be used only if wicks are removed.

- D. Live Christmas trees are prohibited in the dorms.
- E. For protection of the residential community, residents should not over-load electrical outlets. Residents are permitted to use only one extension cord or surge protector per outlet.
 - a. Only UL approved three-prong grounded extension cords and surge protectors are permitted.
 - b. Multi-plug adapters are not permitted.
 - c. Posters or wall hangings should not cover outlets.
- F. Halogen lamps are not permitted in the dorms.
- G. Propane gas tanks, containers of gasoline and kerosene, or other similar combustibles are not to be stored in or around any dorms.
- H. Outside cooking grills are not permitted to be stored inside or around the outside of any dorm.

14. Visitation and Quiet Hours

- o Opposite gender visitors are only allowed in common areas. No opposite gender visitors are allowed in individual rooms. Visitors must come and leave by the main lobby doors. Visitation hours are daily from 1:00 p.m. - 10:00 p.m.
- A. Singles in any dorm who desire to have an overnight guest other than a person registered as an Occupant on the Housing Agreement of that dorm room must have prior written approval from the Director of Housing. A permission form is available from the Housing Office. No overnight guests of the opposite gender will be permitted.
- B. Students should be courteous to others at all times by maintaining an appropriate noise level. A reasonably quiet atmosphere should be maintained:
 - o Monday - Thursday 9:00 p.m. - 9:00 a.m.
 - o Friday -Sunday 11:00 p.m. - 9:00 a.m.

IN WITNESS WHEREOF, the Seminary and the Occupant have executed this Agreement (with applicable Addendums included hereto and made a part hereof by reference) and each party acknowledges receiving a copy of the same on the day and year written below. Moreover, **in signing below the Occupant acknowledges that he or she has read the above Agreement and Addendums and will abide by the terms and conditions therein.**

_____ Date

SEMINARY

_____ Date

OCCUPANT

If Occupant is under the age of eighteen, a parent or guardian must also sign:

I, parent or guardian of the Occupant, affirm that I have read and understand the above Agreement and agree, on behalf of the minor Occupant and myself, to abide by the terms and conditions therein.

_____ Date

Parent / Guardian