

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 (check the appropriate section below):

- Family** Occupant and his/her immediate family
Other occupants (if any) approved in writing by Housing Office
- Single** 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") per month to the Seminary for the Housing. The Payment is subject to change as described in this Agreement and at the beginning of each Occupancy Period, defined below. This Payment is due in advance on the first day of each month and is considered late if not paid by the tenth day of the month (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").

The Seminary acknowledges receipt of an occupant fee in the amount of _____ dollars (\$_____) (the "Fee") subject to Section 6, entitled OCCUPANT FEE, below.

Occupant may occupy the Housing on or after _____ (the "Occupancy Date"). This Agreement shall continue until

_____ May 31, 20__
or
_____ December 31, 20__

(the "First Occupancy Period"), unless otherwise stated herein. 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 earlier of May 31st or December 31st 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. There is no minimum-hours requirement for an Occupant enrolled as a post graduate student. 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) OCCUPANT FEE: The Fee shall be deposited in a bank account at BB&T, P. O. Box 27961, Raleigh, North Carolina and shall bear interest; said accrued interest becomes payable to the Seminary. The Fee may be used by the Seminary to pay for (i) any damage or the cost of repairs to the Housing, (ii) any other expenses incurred by the Seminary due to the Occupant's use of the Housing and (iii) any amounts due, and not yet paid, to the Seminary by the Occupant, including, but not limited to, tuition and fees (the "Expenditures"). The Fee, less the Expenditures, will be returned to the Occupant within 30 days of the peaceful termination of this Agreement. Within five business days after the Occupancy Date (the "Inspection Period"), the Occupant shall physically inspect the Housing and report, in writing, any damage and necessary repairs to the Director of Housing. At the end of the Inspection Period, unless written notification is received by the Director of Housing, the Occupant shall be deemed to have certified that the Housing is free of damage and necessary repairs.

7) 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 10th day of any month 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.

8) 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 or the Seminary may use the Occupant's Fee as defined above.
 - 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.

9) 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.

10) PROPERTY DAMAGE LIABILITY: The Occupant is obligated to maintain Property Damage Liability “Renter’s Insurance” coverage during the first Occupancy Period of the Housing Agreement and any subsequent Occupancy Periods. Coverage is required in the minimum amount of one hundred thousand dollars (\$100,000.00) per occurrence, for damages to the Seminary’s property with provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Such policy shall be written as a policy not contributing with and not in excess of coverage which the Seminary may carry. A Proof of Insurance Certificate for a minimum of \$100,000 per occurrence of liability coverage with either the Seminary named as an “additional insured” or the notation “the Seminary is informed if the Occupant policy has been cancelled” must be provided a minimum of 10 days prior to the “Occupancy Date.” If a Proof of Insurance Certificate is not provided, as required, or if the Occupant’s Property Damage Liability coverage expires or is cancelled, the Occupant agrees to the Seminary’s “*Property Damage Liability Loss Wavier*” option, which waives the Occupant’s obligation for Property Damage Liability, as respects only to the above covered five perils and enrolls the Occupant in the Students Legal Liability™ (SLL) program for the Occupants of Housing. The Property Damage Loss Wavier does not relieve the Occupant from the above Seminary Indemnification, but waives only the Property Damage Liability requirement. The Property Damage Liability Loss Waiver enrolls the Occupant onto the SLL program and the Occupant is charged a flat rate fee of \$ 10.00 per month.

11) 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 a new housing agreement. 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. Further, the Fee shall be transferred to the new agreement. 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.

12) 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.

13) 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.

14) 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.

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.

For Undergraduates Only:

The College at Southeastern Residence Life Program is designed to develop Christian leaders and to assist students in their spiritual formation by providing opportunities for academic, social, spiritual, and personal growth. The following Residence Life Policy is in place:

- *All residential students with less than 50 credit hours completed toward their degree are required to live on campus in designated residence halls.*
- *Once a student completes 50 credit hours, they will transition to designated apartment-style housing, provided space is available, while still remaining part of the Residence Life Program.*
- *Once a student completes 80 credit hours, they may choose to remain within the Residence Life designated areas (provided space is still available), move to a non-Residence Life area of campus housing, or move out of campus housing.*

Exceptions:

- Students who are 22 years old at the time of enrollment.
- Students who are married.

Exemptions:

- Students who marry during enrollment will be allowed to move out immediately.
- Students who turn 22 during the middle of a semester will be allowed to move out at the conclusion of that semester.
- Students who will be living with their parents or legal guardians.*
- Students who have dependents.*
- Students who are dually-enrolled.*
- 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.*

The Housing Office retains the right to deny a request or initiate a move due to space limitations.

1. Housing Agreement Summary

- A. For each calendar year there are two termination dates for the Housing Agreement. Every Agreement signed before May 31st of any year will end on May 31st of that year. Every Agreement signed before December 31st, but after May 31st of any year, will end on December 31st of that year. Each of these periods is referred to as "Occupancy Period." When you sign the Housing Agreement you are obligated to its terms until the end of the Occupancy Period of signing. The Housing Agreement will renew automatically on the first day following the Occupancy Period unless the student gives a 30 day move-out notice and moves out prior to that date. Significant penalties may apply if the term of the Housing Agreement is not fulfilled.
- B. The student is typically required to take at least 6 term hours during each spring and fall semester. The administration understands that due to certain circumstances it may not be possible for the student to take at least 6 hours. If a student will not be able to meet this requirement for an acceptable reason and will submit this reason in writing to the Director of Housing, the student may be given a waiver for this requirement. Acceptable reasons include: family health issues, one semester of financial difficulties, graduating within two semesters but scheduling does not allow for taking 6 term hours, and graduating at the end of the semester and needs less than 6 term hours to complete the degree work. There may be other acceptable reasons as well. Students whose work schedule does not permit 6 term hours per semester may, with the Director of Housing, work out an alternate hours plan provided 12 hours are completed in the calendar year. Failure of the student to satisfy these requirements may result, at the Seminary's discretion, in either the student's rent increasing by \$150/mo or the student being required to vacate housing.
- C. The student must be in good standing and remain in good standing with the Seminary financially, disciplinarily, and academically throughout the term of the Agreement. Failure of the student to satisfy these requirements may result, at the Seminary's discretion, in the student being required to vacate housing.
- D. For students graduating during an occupant period, rent may increase by \$200 for the months the student continues living in housing after the 15-day graduation grace period.

2. General

- A. Students ages 30-35 can rent single student housing flat rate apartments or rooms in the Shaw House with other students ages 30-35 (where available) or rent a private apartment (subletting permitted only to other students ages 30-35).
- B. Single students 36 years and older can rent a private apartment in campus housing (subletting not permitted).
- C. A Housing Agreement must be signed by the student before the end of the second business day after the apartment or room key has been picked up.
- D. Nearly all notices regarding your housing are sent to your e-mail address of record.
- E. 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.
- F. Rent is due on the first of each month and late if not paid by the tenth of each month. If you move in after the tenth of the month, your pro-rated rent is due by the end of the next business day. Rent payments are made at Accounting Services in Stealey Hall. Accounting Services assesses a 3% late fee on all balances not paid by the 10th of each month. Please be aware that your campus rent record is a part of your credit history. All rent payments not paid by the tenth of the month are considered late. Some students have been surprised to find that their credit rating is less than perfect when they try to rent or buy a house.
- G. Seminary housing may be occupied only by persons specified on the housing application or others approved by the Director of Housing.
- H. Use or possession of 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.

- I. 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.
- J. 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.
- K. Live plants are not permitted in the dorms.
- L. 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.
- M. 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.
- N. Hall Meetings: Informative sessions will be held periodically throughout the year on the hall. These meetings, usually led by a Resident Assistant or Dorm Manager, 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 their RA or Dorm Manager prior to the time of the meeting and inquire about missed information.
- O. 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
 - Failure to respond to or follow a directive from a Housing Office email or phone call - \$ 50.00
 - Failure to follow RA check out procedures - \$ 50.00
 - Allowing someone to use you access tag or pin # to gain access to the building - \$ 50.00
 - Tampering with a lock or fire safety equipment - \$ 50.00
 - 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

3. Insurance

- A. If you damage Seminary facilities or furnishings, you are liable for the cost of such damages caused by you or any of your guests.
- 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.

4. Utilities

- A. Water, sewer and electric utilities are provided by the Seminary.
- B. All dorms (except Shaw House) have wireless internet access to the campus. Those choosing to establish their own internet service should be aware that wireless routers 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 and Shaw House.
- 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).

5. 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. The Resident Assistant or Dorm Manager 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 skillets, 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. No mail service is provided in the dorms. Campus mail boxes (located in the Ledford Student Center) 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.

6. Maintenance

- A. All needed repairs or requests for maintenance services are to be reported to Resident Assistant or Dorm Manager.
- 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. Seminary-owned furniture may not be removed, exchanged, or stored by occupants. All room furniture not being used must remain in the room.

- E. 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.
- F. 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.
- G. 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 Facilities Management immediately so that it can be repaired.
- H. 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.
- I. No painting, alterations, additions, or improvements shall be made to Seminary property unless approved in writing by the Director of Facilities Management.
- J. Nothing is to be attached to the exterior of the buildings.
- K. Adhesive contact paper and wallpaper are not to be used on walls, cabinets, or other surfaces.
- L. 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.
- M. 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.
- N. Items of value left behind when vacating Seminary housing will be disposed of by Facilities Management.

7. 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 her 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 Resident Assistant or Dorm Manager 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.

8. 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 \$50. If the student is still in violation after seven days, the student’s account will be charged \$10 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.

9. 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.)

10. 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.

11. 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 punch holes in the tag or 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.

12. 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.

13. Visitation and Quiet Hours

- A. 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:
 - o Monday - Friday 1:00 p.m. - 10:00 p.m.
 - o Saturday - Sunday 1:00 p.m. - 10:00 p.m.
- B. 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.

- C. Students should be courteous to others at all times by maintaining an appropriate noise level. A reasonably quiet atmosphere should be maintained:
- Monday - Thursday 9:00 p.m. - 9:00 a.m.
 - Friday -Sunday 11:00 p.m. - 9:00 a.m.

Applicable Addendums (initial)

_____ Housing Policies and Regulations
Seminary Occupant

IN WITNESS WHEREOF, the Seminary and the Occupant have executed this Agreement (with applicable initialed Addendums attached 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 and initialing above 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