

# SOUTHEASTERN BAPTIST THEOLOGICAL SEMINARY FAMILY APARTMENT HOUSING AGREEMENT



The Seminary and the Occupant have executed the below Agreement (with applicable Addendums included hereto and made a part hereof by reference) and each party acknowledges receiving a copy of the same. Moreover, by clicking the "I Agree" button, the Occupant is **e-signing this Agreement, the Occupant acknowledges that he or she has read the below Agreement and Addendums and will abide by the terms and conditions therein.**

This Housing Agreement is made this \_\_\_\_\_ (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 \_\_\_\_\_ (the "Payment") per month to the Seminary for the Housing.

Occupant may occupy the Housing on or after January 1, 2019 (the "Occupancy Date"). This Agreement shall continue until May 31, 2019 (the "First Occupancy Period"), unless otherwise stated herein.

**3) SPECIAL STIPULATIONS:** Entries (if none, write "none") listed in this section supersede different or conflicting entries in other sections of this Agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4) PAYMENT:** 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 Occupant shall pay prior to occupancy an occupant fee in the amount of three hundred dollars (\$300.00) (the "Fee") subject to Section 6, entitled OCCUPANT FEE, below.

**5) OCCUPANCY:** Occupant may occupy the Housing on or after the "Occupancy Date". This Agreement shall continue until 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 31<sup>st</sup> or December 31<sup>st</sup> 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.

**6) 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. If the student has family members who live in the household and are enrolled in classes at the Seminary, their term hours can count toward fulfilling the minimum-hours requirement of the student provided the Housing Office is notified in writing of their enrollment. 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.

**7) 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.

**8) 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.

**9) 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 10<sup>th</sup> 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.

**10) 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.

**11) 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.

**12) PROPERTY DAMAGE LIABILITY WAIVER:** All rental units are automatically included in the community's Property Damage Liability Waiver (PDLW™) and therefore subject to an additional fee of \$10.00 per month. Payment of this additional rent in accordance with the terms of your residential rental agreement waives your obligation to indemnify the property owner for accidental damages arising from fire, smoke, explosion, water discharge or sewer backup caused by your negligent acts or omissions as further described in your rental agreement up to \$100,000.00. THIS WAIVER ONLY WAIVES YOUR LIABILITY TO THE PROPERTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO ACCIDENTAL DAMAGE CAUSED BY YOUR NEGLIGENT ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY YOUR DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THIS WAIVER ONLY APPLIES UP TO \$100,000.00; ANY AMOUNT IN EXCESS OF \$100,000.00 REMAINS SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT. In situations where the property owner's covered damages are under \$100,000, affected residents may receive up to \$15,000 to replace personal belongings as determined by the property owner and subject to the terms of any applicable owner insurance policy; provided, that in no event shall the sum of the property owner's covered damages and all amounts paid to affected residents exceed \$100,000.00.

NOTICE TO RESIDENTS: THE PROPERTY DAMAGE LIABILITY WAIVER ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR ACCIDENTAL DAMAGES CAUSED BY YOUR NEGLIGENT ACTS OR OMISSIONS AS DESCRIBED HEREIN. BY PARTICIPATING IN THE PROPERTY DAMAGE LIABILITY WAIVER, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE PROPERTY DAMAGE LIABILITY WAIVER IS NOT A RESIDENT'S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT'S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.

**13) 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 (i.e. new Housing Application) 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. 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 Five Hundred Dollar (\$500.00) 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.

**14) 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.

1) **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.

2) **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.

## **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.

Since most students are not required to live in campus housing, potential occupants should carefully read the policies and regulations. Those who feel that these may be confining or inconsistent with their particular lifestyle are encouraged to seek housing elsewhere.

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.

### **1. Housing Agreement Summary**

- A. For each calendar year there are two termination dates for the Housing Agreement. Every Agreement signed before May 31<sup>st</sup> of any year will end on May 31<sup>st</sup> of that year. Every Agreement signed before December 31<sup>st</sup>, but after May 31<sup>st</sup> of any year, will end on December 31<sup>st</sup> 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. In cases where a student plans to move out of campus housing before the end of an occupancy period, it is recommended they request a Month-to-Month stipulation be added to their Housing Agreement. This stipulation agreement carries a rent rate of \$150/mo more than the Seminary's advertised rent for the student's apartment, but gives the student flexibility of moving out at the end of any month with a 30-day written notice.
- C. The student is required to take at least 6 term hours during each spring and fall semester. If the student has family members who live in the household and are enrolled in classes at the Seminary, their term hours can count toward fulfilling the minimum-hours requirement of the student provided the Housing Office is notified in writing of their enrollment. 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.

- D. 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 any of these requirements may result, at the Seminary's discretion, in the student being required to vacate housing.
- E. For students graduating during an Occupancy Period, rent may increase by \$200 for the months the student continues living in housing after the last day of the month of an Occupant-Graduate's graduation or fifteen days after the date of graduation, whichever is the latest.

## **2. General**

- A. 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.
- 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](http://campusnet.sebts.edu) and selecting Menu/Help/Verify Update Personal Information.
- D. 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. Late rent payments can negatively affect your credit, which may have an impact later when trying to rent or buy a house.
- E. Written approval of the Director of Housing must be obtained prior to subletting Seminary owned housing.
- F. Seminary housing may be occupied only by persons specified on the housing application or others approved by the Director of Housing.
- G. Apartments are not to be used for private business concerns or for anything other than student housing residences without the written approval of the Director of Housing.
- H. 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.
- 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. Students are required to give access in a timely manner as requested to such workers.
- J. Anything that is determined to be a nuisance, hazard, potential hazard, or considered to be in direct violation of the Housing Agreement by the Director of Housing will be subject to immediate corrective action.

## **3. Insurance**

- A. The occupant is liable for damage to Seminary apartments caused by the occupant, the occupant's family, guests or pets.
- 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. All utilities must be transferred from the Seminary's name to the student's name no later than 5 business days after signing the Housing Agreement unless the student is on a flat-rate rent plan. On the sixth business day after the Housing Agreement is signed the utility company will take the utilities out of the Seminary's name. If the utilities are not in the student's name at that time, they will be cut off. Note: Students not on a flat-rate rent plan are responsible for utility charges from the time they take occupancy of any Seminary owned housing and may be charged by the Seminary a pro-rated amount for utility usage from the time they take occupancy until they transfer utilities into their name.
- B. The student must keep all required utility services active during the entire occupancy period.

## 5. Maintenance

- A. All needed repairs or requests for maintenance services are to be reported to Facilities Management at 919-761-2420. After-hours maintenance emergencies can be reported to 919-369-1781.
- B. Baby wipes, 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. Also, toilet tank cleaning products with blue dyes should not be used in toilet tanks.
- C. 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.*
- D. Do not use drain cleaners like Liquid Plumber to unstop drains. If a plunger does not unstop the clogged drain, call Facilities Management and report the clogged drain. The presence of drain cleaners in pipes can injure Facilities workers.
- E. A 12-inch clearance is required around and above water heaters.
- F. A 24-inch minimum clearance is required in front of the heating/cooling return/air filter area in apartments. Facilities Management changes the air conditioning filters in each apartment 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 (violations of this policy may result in a \$50.00 fine). 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 dumpsters/compactor located in the housing areas. Recycling dumpsters are available in each housing area and should be used for recyclable items. Boxes should be flattened before putting them in the cardboard dumpster. NC Law requires recycling of plastic bottles and aluminum cans.
- I. Students are required to report insect infestations to Facilities Management immediately. Roaches, bed bugs, and other insects can quickly multiply and spread to other apartments. Insects can also travel on clothing of adults and children further spreading infestations not only to other apartments, 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.
- J. MOLD, MILDEW, AND OTHER ENVIRONMENTAL ISSUES: Occupant acknowledges and agrees that, for both the maintenance of the apartment and the Occupant's health and well-being as well as that of Occupant's family, and guests, Occupant shall provide appropriate climate control, keep the apartment 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 home 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 Facilities Management of:
    1. any evidence of a water leak or excessive moisture or standing water inside the apartment.
    2. the presence of mold, mildew, or similar growth in the apartment 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 apartment.
    4. any inoperable doors or windows in the apartment.
  - c. In any event, Occupant agrees to be solely responsible for damages caused to the apartment—and to personal property present in the apartment, as well as any injuries or adverse medical condition suffered by Occupant, Occupant's family, guests or pets—resulting from Occupant's failure to comply with the terms of this section.

- d. Further, Occupant agrees that the Seminary may, in its sole discretion, relocate Occupant to an equal or better apartment 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.
- K. No painting, alterations, additions, or improvements shall be made to Seminary property unless approved in writing by the Director of Facilities Management.
- L. Nothing is to be attached to the exterior of the buildings.
- M. Telephone and cable installations are to be made at existing outlet locations within each unit. Any change must have written approval of the Director of Facilities Management.
- N. Contact paper and wallpaper are not to be used on walls, cabinets, or other surfaces.
- O. Pictures or other decorative items can be hung on the inside of apartments using appropriate sized picture hanging nails. Holes larger than ¼ inch and tape removal damages to walls are subject to a repair charge.
- P. 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.
- Q. Items left behind when vacating Seminary housing will be disposed of by Facilities Management. Disposal charges will apply.

## **6. 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.***

## **7. Families Only**

- A. There is an 11:00 p. m. curfew for all children under the age of 16 years.
- B. Children are not allowed to play or socialize in the streets in the housing areas or go into the woods surrounding the housing areas. Children can ride bicycles in the streets, driveways and parking areas when appropriately supervised and in accordance with town ordinances. Children are not permitted to draw on exterior walls of buildings with chalk.
- C. Rules for the children's playground areas include the following: Children over the age of 3 years are not allowed on the toddler swings and children under the age of 6 years are not allowed to play on playground equipment without the supervision of an adult or a sibling who is at least 12 years old.

## **8. Singles Only**



- A. Students ages 30-35 can rent single student housing flat rate apartments with other students ages 30-35 (where available) or rent a private apartment (subletting permitted only to other students ages 30-35). Single students 36 years and older can rent a private apartment in campus housing (subletting not permitted). Appeals to the age policy may be made in writing to the Director of Housing at housing@sebts.edu.
- B. Singles may visit singles of the opposite sex in their apartment between the hours of 10 a.m. and 11 p.m. Sunday through Thursday, and between the hours of 10 a.m. and 12 a.m. Friday and Saturday, provided there are at least three people in the apartment at all times and no roommates object.
- C. Singles in any flat-rate apartment, who desire to have an overnight guest other than a person registered as an Occupant on the Housing Agreement of that apartment 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.
- D. Singles in private (not flat-rate) apartments are permitted to have overnight guests of the same gender.
- E. The Seminary periodically inspects all apartments occupied by singles on flat-rate rent plans. Violations will be subject to fines and corrective action.

## **9. Pet Policy**

**Pets welcome in all campus apartments (No Pet Application or Pet Fee Required):** non-poisonous frogs, domestic hamsters, gerbils, guinea pigs, hermit crabs, small domesticated birds, and domestic fish provided these pets are maintained in aquariums or cages.

**Pets welcome in designated “Pet Friendly” apartments (with completed Pet Application approved by the Director of Housing and \$ 250.00 Pet Fee):** Domestic cats and many breeds of dogs. See Pet Application for prohibited breeds.

**Pets prohibited in all campus apartments:** ferrets, iguanas, snakes, spiders, insects, and all other animals, rodents, fowls, and reptiles.

- The only pets allowed that are otherwise not permitted by these guidelines are pets trained as service/support animals to accompany a resident with a verifiable disability for the specific purpose of aiding that person. A written application must be completed and approved by the Housing Office before service/support animals are allowed.

### **NOTE: VISITING PETS ARE NOT PERMITTED.**

Any household found with a pet in violation of the above policy will be charged \$250.00. If the household is still in violation after seven days, the student’s account will be charged \$25.00 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, except birds, may not be fed from any part of the housing areas. Any household found violating this policy will be charged \$50.00 per incident.

***(Certain apartments at Fletcher Village and Flaherty Farms are designated as pet-friendly areas. Pet-friendly housing information is available at the Housing Office.)***

### **Pet Addendum**

**(This addendum is only for Occupants who have submitted an Application for Approval for Cat or Dog in Pet Friendly Campus Housing that has been reviewed and approved by the Director of Housing. A Pet Application includes submitting a pet picture along with a veterinarian record indicating current rabies vaccination.)**

1. *Occupants may have no more than two approved pets, each weighing no more than 100 pounds. When there is question as to the acceptability of a pet, the determination will be made by the Director of Housing.*
2. *Occupant agrees that only the pet(s) described and named in the "Pet Information" on the Pet Application submitted to and approved by the Director of Housing will occupy the premises. No additional or different pet is authorized.*
3. *Occupant is responsible for any injury or damage to person or property caused by pet(s). Occupant will be responsible and will pay for any and all damages or destruction caused by the pet(s).*
4. *Occupant agrees that the pet(s) will be kept inside the apartment at all times except when on a leash and accompanied by and under the control of the occupant. Occupant may not leave an unaccompanied pet on a balcony or patio.*
5. *Pet(s) shall not be allowed to urinate or deposit waste on shrubbery, flowers, small trees, railings, etc. Occupant must pick up and dispose of pet's waste immediately in trash receptacles (whether indoors or outdoors). No pet waste (i.e. feces) permitted to be left on the grounds.*
6. *Fines for violations of #4 or #5 above shall be as follows: a) first violation will be \$ 50.00; second violation will be \$150.00. The third violation will result in the immediate revocation of the privilege to keep the pet on the premises as per # 11 below.*
7. *Occupants are required to keep rabies vaccination current according to NC state law and to provide the Housing Office updated information as vaccinations are updated. A \$ 50.00 fine + possible revocation of the privilege to keep the pet on the premises as per # 11 below will apply for failure to provide updated documentation before rabies expiration date.*
8. *All pet food not canned must be kept in a sealable plastic container or in the occupant's refrigerator.*
9. *Pets must be secured by leash or cage during maintenance visits by Seminary staff.*
10. *Occupant agrees that any pet approved and appropriately registered with the Housing Office must be removed from the property if, in the sole discretion of the Director of Housing, the determination is made that the pet constitutes a nuisance, creates a disturbance, or causes damages, poses a threat to the safety of any person or property, or is no longer desirable.*
11. *Occupant acknowledges and agrees that the Director of Housing may revoke this consent and/or amend and change any portion of this Pet Agreement without prior notice to Occupant and at any time and Occupant shall abide by such amendments or changes.*
12. *In consideration for the privilege of keeping the pet(s), Occupant hereby agrees to pay \$ 250.00 Non-Refundable Pet Fee.*
13. *Occupant will be responsible and will pay for any and all damages or destruction caused by the pet(s) to the buildings, furnishings, or grounds of the Seminary. Such responsibility and liability of Occupant will also include the repair of damaged items to their former condition and/or replacement where necessary, which will be at the sole discretion of Director of Housing. Pet damage is not considered normal wear and tear, and Occupant will be responsible for the value of replacement and installation of carpet, flooring or other fixtures necessitated by the presence of animal urine or other waste found by the Seminary. This value will be prorated based on the respective age of the item(s).*
14. *Upon termination of the Housing Agreement, the Seminary will conduct an inspection of the premises to determine if there is any pet damage. Cost of the repair of such damage will be deducted from the Occupant Fee. The balance, if any, will be billed to the Occupant.*

## **GUIDE TO OUTSIDE ITEMS & APARTMENT LIVING IN CAMPUS HOUSING**

We are glad that you have chosen campus housing while you are studying here at Southeastern. We want you to enjoy your home and benefit from the many lifelong friendships you will develop with your neighbors here. We want our Seminary housing communities to be well-kept and inviting for all of our families, their guests and the many campus visitors we have throughout the year. The following guidelines are designed to help you plan regarding outside items as you make your apartment home.

### **General Policy**

Occupants should keep the sidewalks, entrances, porches, floors, exterior patios, balconies, and front and back yards free from trash, clutter, unsightly items, or other personal articles except as prescribed below.

- You should not drive nails, drill holes or otherwise attach anything to the buildings.
  - 3M or other adhesive strips are not permitted on the exterior of buildings.
  - String lights at Christmas that can be clipped as described above are the only exception to this policy.

### **Enforcement of Policy**

Most students respect our guidelines and work hard to keep their community well-kept and inviting. Unfortunately, a few students fail to take seriously our guidelines and, as a result, cause their community not to be well-kept and inviting. Unless otherwise indicated in this agreement, the following fine structure will apply for violations:

- 1<sup>st</sup> notice of violation on an item – No Charge
- 2<sup>nd</sup> notice of violation of the same type item - \$ 20.00
- 3<sup>rd</sup> notice of violation of the same type item - \$ 30.00
- 4<sup>th</sup> notice of violation of the same type item - \$ 40.00

### **Items On Your Porch**

Most of our apartments have porches. Some are quite small, but others are spacious. There are a number of ways you can personalize your space. Note: Students who live in second floor apartments at Flaherty Farms do not have porches and are not permitted to have items on the walkways in front of their apartments.

- Items should be kept under the covered area of your porch.
- You are welcome to have a small stickup yard-flag in a flower pot on your porch.
- You are welcome to have decorations on your porch.
  - Note: Halloween decorations are not appropriate for campus housing.
  - Occupants of Goldston Hall, Bostwick Hall and Lolley Dorm are not permitted to put up decorations outside of apartments or in windows.
  - A decorative wreath may be placed, using an over the door hanger, on the front door of the Occupant's apartment provided it does not cover the apartment number (fire regulations prohibit covering the apartment number).

### **Outside Items/Storage of Items**

We want you to make use of the grounds in campus housing. We want you to play, have guests over and enjoy your yard. We also need your help in the stewardship of our grounds. Because so many students live in such close proximity, guidelines are necessary to keep the grounds looking their best.

- Students who have patios or decks on the ground level should always keep their outside items on them when not in use.
- Students at the Duplexes and 2<sup>nd</sup> floor apartments at Flaherty Farms do not have patios on the ground level. Students at the Duplexes may neatly store personal items within 6 feet of the back of the building. Students in 2<sup>nd</sup> floor apartments at Flaherty Farms may neatly store grills within 6 feet of the back of the building and should be clearly labeled with the last name and apartment # of the owner. Any unlabeled items are subject to removal without notice. Bicycles may be kept in the bike racks provided.
- No items are permitted to be stored under the stairways at Flaherty Farms.
- Nothing should be stored on the side of any apartment building.
- Outside items such as bicycles, toys, lounge furniture, etc., should not be left unattended in the yards. The only exception is that a grill may be left in the back yard a minimum of 10 feet from the building to cool for no more than 12 hours. No grills are permitted to be left in the front of the buildings at any time.
- Fire pits, fences, outside storage structures, recreational equipment, etc. are not permitted in Seminary housing.
- Outside clotheslines are not permitted in campus housing. Exceptions include a few apartments in the Duplexes and McDowell where Seminary provided clothes lines still exist.
- Some apartments have crawl spaces or accesses to attic spaces. These areas are not permitted to be used for personal storage.
- Fire regulations:
  - Prohibit the storage of propane gas tanks, containers of gasoline and kerosene, or other combustibles in any campus housing building.
  - Prohibit grills on the 2<sup>nd</sup> floor decks at Flaherty Farms.
  - Require all cooking grills be used at a minimum of 10 feet from the building.

- Require propane tank hoses be disconnected from propane tanks when not in use.
- Prohibit storing items within 2 feet of outside cooling equipment.
- Prohibit mopeds, scooters, and motorcycles from being parked on patios or sidewalks near the building. Such vehicles must be parked in parking spaces.

### **Campus Housing Grounds**

The grounds are maintained by your fellow seminary students. They do their best to provide the best looking and well-maintained grounds possible. Improvements are made where possible and are contingent upon stewardship of what is already provided.

- A general mowing schedule is provided to occupants in campus housing.
  - Parents should bring their children of all ages indoors while mowing is occurring for their safety. Lawn mowers and weed eaters are dangerous equipment and can fling debris that could injure children.
  - The Seminary is not responsible for the loss of or damage done to toys or other items left in the yard areas of the apartments.
- Parents should supervise their children to be sure they do not:
  - climb trees, dig in the grounds, move erosion preventing rocks or play in the mulched plant areas.
  - gather trash, limbs, rocks and other debris and leave them on the grounds.
  - go into the woods surrounding the housing areas.
- Garden hoses should not be left laying on the ground when not in use. They should be stored on patios if provided or behind the building in the Duplexes. Hose racks that attach to the building are not permitted in campus housing.

### **Gardening**

Gardening opportunities are necessarily limited in campus housing. However, there are some small ways you can use your “green thumb.”

- Students are not permitted to plant flowers or do other gardening in the grounds of the Seminary.
- Garden plants are permitted in boxes or pots on your patio. Patios that face the street at Flaherty Farms are not permitted to have garden plants grow higher than 1 foot above the patio wall.
- Students in the Duplexes may plant flowers in flower beds provided in the front of their apartment. Flowers that grow higher than the bottom of the windows should be trimmed.

### **Aerials, Antennas, Satellite Dishes Or Other Electrical Connections**

Students interested in having a satellite dish or other aerial should carefully review our guidelines below which are based on the Federal Communications Commission guidelines.

In compliance with FCC regulations, Southeastern Seminary does allow satellite dishes or aerials when installed in specific compliance with these FCC guidelines. **The FCC notes that some apartments are not positioned to receive a signal, and in those situations where the FCC guidelines for installation locations cannot be followed access to service is not guaranteed from a consumer rights perspective. Southeastern Seminary does not allow satellite dishes or other aerials when their installation would fall outside the specific FCC guidelines.**

You are encouraged to check with the Director of Housing before purchasing a satellite dish, having the dish installed and entering into a programming commitment. He can assist you in ways to determine whether your apartment can receive satellite signal in compliance with FCC guidelines. Please note that if your installation falls outside of the FCC guidelines, you will be required to bring your installation in compliance or remove your dish.

Our guidelines:

- **No in-ground installations – no exceptions.**
- The dish is no more than a meter in diameter.
- The dish is kept entirely within the perimeter of the occupant's exclusive space (that means either inside the apartment or on the occupant's porch, patio, or deck) **(no sidewalks, walkways or in ground installations and no overhangs of any type allowed).**
- All installations should be in a place and in such a way that there will not be a danger to any occupant.

- Seminary regulations stipulate that nothing **(including cables)** is to be attached to the outside of buildings including porches, patios, and decks. (A non-penetrating mount may be allowed on your porch, patio or deck.)
- **No drilling through an exterior wall door or window is permitted. A “flat” coaxial cable under a door jam or window sill in a manner that does not physically alter your apartment and does not interfere with the proper operation of the door or window is permitted.**

### **Vehicles/Parking**

Parking is often a challenge in campus housing. Therefore, mutual respect and careful adherence to policies is required.

- Vehicles are not to be driven or parked on sidewalks or grass, even temporarily. Violations are subject to \$50.00 fines by Campus Security.
- Unauthorized vehicles parked in reserved parking spaces in the housing areas are subject to \$20.00 fines by Campus Security.
- All vehicles parked in the housing areas are required to have a current state license plate, have all tires inflated, and be in running condition. Vehicles in violation are subject to towing.
- Due to limited parking, boats, trailers, or other recreational vehicles are not permitted to be parked in campus housing areas. (Contact Campus Security for information on where these items can be parked.) Fines for these violations may range up to \$ 500.00. NOTE: small trailers pulled by personal vehicles for moving are permitted in parking lots for up to 5 days with permission of the Housing Office.
- Moving pods, tractor trailers, and other trailers are not permitted to be dropped in campus housing without written permission of the Director of Housing.