**WESLEY THEOLOGICAL SEMINARY**

**CARROLL HOUSING CONTRACT**

**The contract term for continuing Carroll permanent residents is August 16, 2015 until May 6, 2016. The contract term for new Carroll permanent residents is the move-in date (as scheduled with the housing office) until May 6, 2016.**

**Move-out is scheduled for May 15, 2016 and keys are due by 12:00 PM unless renewal arrangements have been made according to the renewal procedure. Permanent residents completing their study at the conclusion of the Fall semester are expected to vacate December 18, 2015 at noon, and written notification must be received by the Housing Office no later than November 18, 2015.**

**A resident’s acceptance of keys signifies an acceptance of the following terms and conditions. Residents agree to abide all contract requirements and housing policies when they occupy campus housing.**

#  **TERMS AND CONDITIONS FOR STUDENT HOUSING**

# ELIGIBILITY

Wesley Theological Seminary students may be considered for permanent resident housing in the NRH if they are enrolled in a minimum of 7 credit hours of coursework per Fall and Spring semester in a master’s degree program. Residence in campus housing is limited to five consecutive years (as defined by the fall-spring contract).

Carroll residents are not required to be enrolled during summer terms.

A student who ceases to be regularly enrolled must notify the housing office immediately and vacate the unit by the end of the week in which student status is terminated. The student will not receive a refund for housing fees for the remainder of the semester/term. Please see ‘CONTRACT CANCELLATIONS AND REFUNDS’ for more information.

Residence in Carroll Hall is restricted to the following: no more than two adults or one adult and one child per efficiency unit; no more than two adults and one child per ne bedroom unit; no more than two adults and three children per two bedroom unit; no more than two adults and four children per three bedroom unit. Additional stipulations apply; please see ‘OCCUPANCY STANDARDS’.

*OCCUPANCY STANDARDS*

Residents will be assigned to units which consist of the number of rooms necessary to provide decent, safe and sanitary accommodations without overcrowding or wasted space. The following standard is the general rule for admission and continued occupancy, although certain stipulations/exceptions exist: No more than two persons are permitted per bedroom.

The following standards also govern on-campus occupancy at Carroll Hall:

* Each apartment in Carroll Hall shall be used solely as the residence for the applicant and the applicant’s family as represented on the application for housing. Family members not represented on the application or nor considered to be immediate family, are not eligible for campus housing.
* Unrelated adults may not reside in the same apartment with families.
* The minimum occupancy for any apartment in Carroll Hall shall be one person per bedroom.
* Adults of the opposite sex, other than husband and wife, may not occupy the same bedroom/apartment.
* Couples requesting housing together must be married or legally committed (civil unions or domestic partnerships) and are restricted to Carroll Hall.
* Children of the opposite sex, above the age of 8, may not occupy the same bedroom.
* The maximum occupancy for a one-bedroom apartment in Carroll Residence Hall shall be two adults (defined as 18 and older) and one child, aged 5 or under; or one adult and two children, both aged 5 or under.

*TERMS OF CONTRACT*

Responsibility for the room and liability for rent will begin on the date stated on this contract and terminate on the date specified by this contract, unless special arrangements are made with the Seminary.

## HOUSING DEPOSIT AND MOVE OUT

A housing deposit of $200 must be paid to the Business Office before keys to a room can be obtained. A housing deposit of $100 must be paid to the Business Office before keys to a unit can be obtained by a commuter resident. The deposit is payable by certified check, money order, traveler’s check, personal check, cash, or credit card (MasterCard or Visa only) or bank transfer (International students only). The Pay-by-Phone number is 1-866-498-4011. There is no extra fee to use this service. The housing deposit must remain on file with the Business Office during a resident’s entire term of residency. If for any reason the deposit is withheld or refunded during residency, the resident is responsible for re-submitting an appropriate deposit.

The full amount of the housing deposit will be returned to the resident after the resident vacates the unit and meets the conditions stated in the vacating instructions. All residents must provide a written request for a deposit to be refunded after vacating campus housing and submitting all housing keys. Failure to vacate according to campus housing instructions may result in an improper check-out fines as well as a determination to withhold the housing deposit.

Residents must provide a forwarding address to both the seminary’s mail room and the Registrar’s Office. Housing deposit refunds will be generated by the Business Office after the Housing Office has received a written request from the resident; the Facilities Office has completed an inspection of the unit and has rendered a recommendation to return the deposit. Refunds will be sent to the forwarding address (provided to the Registrar’s Office by the resident) in the form of a check. Alternatively, residents may contact the Business Office directly to make special arrangements to pick up the refund check in person from the Business Office or have a proxy collect the check from the Business Office. The deposit refund process may take several weeks.

Should a determination be made that a resident’s housing deposit be withheld due to damages, failure to provide adequate notification of intent to vacate, or other (see below), the resident will be notified by email with the details of the determination. All determinations are final.

Additionally, the housing deposit will not be returned in full or in part if:

1. The resident vacates housing without informing the Seminary;

2. The room has been damaged beyond normal wear and tear (as determined by the Seminary);

3. The room does not meet Seminary standards of cleanliness;

4. Anything owned by Wesley Theological Seminary has been removed from the room; (students can be billed for missing or damaged furniture—or internal system’s damage due to holes put in walls);

5. The resident transfers or sublets the room to another

 person without prior permission from the Seminary;

6. All of the resident’s belongings have not been removed from the room and storage areas by the designated check-out time;

7. The Business Office requests that the deposit be applied to rent or other past due charges;

8. The resident fails to return the key card/ keys to the residence or fails to vacate the room in accordance with this contract agreement.

Residents permanently vacating campus housing should bear the above in mind and adhere to the following move-out instructions:

1. Provide proper written notification regarding move-out plans. Notification of intent to vacate must be received no less than 30 days prior to a resident’s scheduled departure or, in the case of cancellation, no less than 30 days prior to move-in. Commuters do not need to provide written notification, as they are scheduled to vacate at the conclusion of every Fall and Spring semester.
2. Follow all instructions from the Housing Office with regards to move-out date and key return.
3. Remove all personal belongings from the unit and community areas.
4. Clean the unit. Vacuum carpets. Scrub bathtubs, sinks and toilets. Clean appliances (inside of refrigerators and ovens, if applicable). Wipe down surfaces (counters, cabinets, furniture, and mirrors). Remove all trash from the unit to the dumpster.
5. Return housing keys. Residents may be given specific instructions regarding key return. If not given specific instructions, return keys to a key drop box (three locations: NRH Housing Office or either Straughn dormitory lobby). Keys must be labeled with name, date and unit number. Do not submit your mailbox key to the Housing Office. Mail box keys must be returned directly to the Mail Room.
6. Provide forwarding address to the Registrar’s Office and Mail Room. You may contact the Mail Room by phone at 202-885-8645. You must complete the Student Information Form online or in the Registrar’s Office.
7. Submit a written request to the Housing Office for the housing deposit to be refunded.
8. If necessary, make arrangements with the Business Office directly to pick up deposit refund checks (in lieu of receiving them by mail at the submitted forwarding address).

## RENT

All rental charges are assessed to a resident’s Wesley account by the start of the term. The following payment methods are acceptable:

* Payment to the Business Office for the entire term may be made in a lump sum no later than the first week of classes. The Business Office will accept cash, personal check, bank transfer (International Students only), Visa or MasterCard.
* Residents utilizing the Tuition Payment System Installment Plan may incorporate rental payments into their plan. Rental fees will be divided into four payments and are due according to the dates set by TPS. A $25 fee is required to participate in the installment plan. For more information, please make inquiries to businessoffice@wesleyseminary.edu. Payments may be made online using Visa or MasterCard.

## CONTRACT CANCELLATION AND REFUNDS

Housing accommodations covered by this contract will be canceled if the resident withdraws from Wesley, or if the student’s marital status changes (to affect his or her housing arrangements). All rental charges for contract dates from the start of the term until the end of the period covered by the contract will be the responsibility of the student. If a student must vacate for any reasons listed above or for other reasons, the remainder of the rent for the contracted term will be due immediately upon vacating the property and must be paid prior to departure. Any requests for alternative payment arrangements can only be negotiated in person in the seminary business office.

Permanent residents who choose to vacate prior to the contract end date and thereby cancel this housing contract (or who cancel their housing renewal less than 30 days prior to move-in) must provide written notification of intent to vacate a minimum of 30 days prior to move-out. They will be responsible for all rental charges until the end of the thirty day period and will forfeit any and all housing deposits on file. If for any reason there is no housing deposit on file, a fine in the amount of the required deposit for the assigned unit will be assessed to the Wesley account. Additional fines for improper check-out will also be levied if necessary.

Permanent residents who provide written notification with less than 30 days remaining in the current term will be asked to leave at the end of the current term. In this event, the resident will only be billed until the end of the term and the housing deposit will still be forfeited. Additional fines for improper check-out will be levied if necessary.

Permanent residents who choose to vacate at the completion of the Fall semester must notify the Housing Office through the online renewal form on in writing no later than November 18, 2015. They will be responsible for all charges incurred during the Fall semester, but will be eligible for housing deposit refund. Move-out will be no later than December 18, 2015.

The Seminary reserves the right to cancel this contract in the event that the resident is non-compliant with the regulations set forth in this contract. In most cases, the resident will receive one warning from the Seminary. If the resident continues to be non-compliant with the terms of this contract, the Seminary will cancel the contract and the resident will be evicted without refund of rent or security deposit. In cases in which the resident may cause harm to self or other community members, the warning will be forgone. The Seminary can act solely on the basis of the concern without proof that the concern is validated. Out of the welfare for the community, any behavior or actions of residents that disrupts any part of the community in a way that causes others to be concerned about their safety can be deemed bases for eviction without validation by the Seminary.

## LIABILITY

The Seminary assumes no legal responsibility for the personal property of residents on its premises or within its buildings. The Seminary strongly advises all residents to obtain appropriate insurance for their personal property. If a resident is evicted, the resident is responsible for removing all of his or her property (or arranging for its removal) at the time of the eviction. The Seminary assumes no legal responsibility for the property of residents that are evicted from the dormitory or for property of any residents that may be damaged due to unforeseen mishaps or situations. All residents should obtain rental insurance to cover the value of their property to protect them against any and all situations that could result in damage or loss. By signing this contract residents waive their right to sue the Seminary for any damages or loss that occur as a result of their residence and their access to other parts of the Wesley community. All residents who live, or move or have their being on the Seminary property do so at their own risk.

## GUESTS

Campus housing units are to be occupied only by the person(s) renting them. Guests of permanent residents may stay no longer than seven consecutive days. Residents are responsible for the actions of their guests on campus. Minors are not allowed as overnight guests in the NRH without special permission from the Housing Office. All minors must be accompanied at all times by the resident with whom he or she is visiting. Wesley residents can inquire about other on-campus guest housing options that many be available in the Housing Office. The Seminary has several guest apartments and dormitory rooms that may be available for guest rentals at a discount for residents.

## ENTRY AND INSPECTION

The Seminary reserves the right to enter and inspect any resident’s room within reasonable limits. Because of the need to prevent and respond to safety and other violations, or to provide maintenance or improvement of the units, a time may be arranged with the resident for inspection. Inspection may also be made without prior notice if in deemed necessary by the Seminary.

### EXTERMINATION

Extermination service is provided by the Seminary. Exterminators and Seminary personnel will enter units periodically for extermination. Residents are asked to notify the Housing Office at the first sign of roaches, bugs, or rodents. Any suspicion of bedbug infiltration, a rising problem in the DC area, MUST be reported to the Housing Office immediately to minimize contagion.

## CONDUCT AND CONSIDERATION OF RESIDENTS

For all residents in residential housing, it is essential that residents show mutual respect for one another to allow all to study and sleep in reasonable comfort. The Seminary requires that residents show to each other mutual respect and consideration, which neighbors or members of any community owe to each other. Excessive noise is a particularly serious offense against other members of the community. Residents must use musical equipment and instruments, TV sets and the like with consideration of other residents. Quiet hours will be in effect from 11:00 PM until 8:00 AM.

## CARE OF PREMISE

Although units should be clean and in good condition when residents move in, residents accept the units “as is” by moving in. If residents notice any damage to the unit when they move in, they must report the damage to the Seminary in writing within one week of occupancy. Residents are responsible for maintaining their unit in a decent, safe, and sanitary condition. No alteration can be made to the unit. Damage caused by nails, screws or adhesives used on the walls is considered to be beyond normal wear and tear. Costs for any necessary repairs due to damages caused by residents, above the security deposit, will be charged to the resident. Residents are responsible for replacing all window screens removed or damaged by them. Alterations or damage to the grounds or landscaping caused by the resident will be charged to the resident. Only light bulbs of 60 watts or less are permissible in overhead light fixtures, and are replaced by Wesley Facilities.

Residents are responsible for cleaning up after their use of common spaces such as restrooms, kitchens, study areas, and lounges immediately after using them. Students refusing to clean up their mess will be in violation of the campus covenant and subject to eviction. Resident managers may schedule residents to clean out refrigerators monthly. Residents shall not leave property in the hallways or common areas for extended periods of time.

Garbage and waste should be enclosed in plastic garbage bags and emptied from the room on a timely basis (never placed in an open box on the outside of your door). There are trash receptacles located in the NRH and a dumpster is located in the parking lot. Recycling is mandated by the District of Columbia; receptacles are available at the dumpster located in the parking lot.

*AIR CONDITIONING AND HEAT*

Power to the air conditioning units will be activated April 15th through October 14th. Heating will be activated October 15th to April 14th.

## CHILDREN

## Supervision of juvenile resident (defined as a child under the age of 18 living on campus) is the responsibility of the parents/guardians. Juvenile residents are expected to respect the property and other community members as set forth in the ‘CONDUCT AND CONSIDERATION OF RESIDENTS’ and the ‘CARE OF PREMISES’ sections of this contract. Juvenile residents must be supervised at all times. They should not play in the parking lot, or the community garden. If supervised in Carroll lobbies, they should not obstruct the path of residents passing through. Toys, including bicycles, should not be left outside or in lobbies. The Seminary will not be held responsible for injuries sustained by children playing anywhere on campus. Additionally, juvenile residents may not access community areas in campus housing unless accompanied by an adult.

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## Parents/guardians must assume financial responsibility for any Seminary property damaged by juvenile residents. It is expected that if there is harm done to property, juvenile residents and parents/guardians will be honest about the parents’/guardians’ liability. However, in cases where no one claims responsibility, the Seminary will reserve the right to judge the responsible party. Failure of juvenile residents to observe these regulations will result in a warning to the parent/guardian. Continued infringements following one warning may result in termination of the resident’s housing contract.

## PETS

Student residents in Carroll are prohibited from having or housing pets of any kind.

*EMERGENCY AND PREPAREDNESS*

All campus residents should be prepared in the event of weather or other emergency with a small stock of bottled water, food, and flashlight. If the Seminary’s tap water becomes unsafe to drink or is shut off, the seminary will not be able to provide water or food for you. If electricity is interrupted, students may not sue candles to provide light.

A food pantry is available to residents in need. The pantry is located on the first floor of Straughn Dormitory, in the hallway outside the lobby on the north side. Limited non-perishable items are provided. If you use items from the food pantry, please donate items to replace what you have used when you are/if you become able.

*ALCOHOL & SMOKING*

Consumption of alcohol by individuals less than 21 years of age is illegal. Those individuals found to be consuming alcohol underage or hosting an underage individual consuming alcohol will be subject to disciplinary action and possible revocation of housing. Open containers of alcohol are not permitted in any common areas on campus (this means alcohol is restricted to the interior of dorm rooms). Open or closed containers of alcohol may not be kept in -- or consumed in -- community space, including community kitchens, lounges, or study areas. Smoking is not permitted in any Seminary building. Any resident smoking must stand at least 25 yards from any campus building. There is a designated smoking area in the seating area surrounded by hedges in the parking lot near the end of Straughn Hall and the library.

## PARKING REGULATIONS

Parking is available for Wesley student residents. All spaces are unreserved. Wesley residents must display a valid (current) Wesley parking pass in order to park on campus. Parking permits may be obtained in the Business Office. One parking permit is currently included in the student fee. Cars parked without a permit are liable for any tickets incurred and are subject to towing at the owner’s expense. Furthermore, parking illegally on the Wesley campus can result in revocation of housing privileges. Abandoned or disabled vehicles will be towed at the owner’s expense. For more information regarding parking on campus, please see the Wesley Student Handbook, or contact the Office of Community Life.

*GENERAL SECURITY AND LOSS OF PROPERTY*

While the safety of members of the community and the protection of Seminary property are a common concern of all members of the Wesley community, each resident is responsible for her or his own safety and the protection of her or his own property. The Seminary particularly requests the cooperation of residents in maintaining the security of each building. Residents should keep their room door and entry doors locked and their windows secured. Do not prop open entry doors and do not prop open fire doors. If a stranger asks to gain entry to the dorm, only allow access if you have contacted the person they are to visit. If you permit entry, it is your responsibility to be with them until they are securely situated with the resident they are visiting. Refer to the emergency procedures document for any activity or the presence of any person that you think might constitute a threat to security.

The Seminary reserves the right to make other such rules as may be necessary for the safety, care, and cleanliness of the rooms or for insuring the health, comfort and convenience of all residents of housing. No oral statements or agreements shall be binding on either the Seminary or the resident.

## FOOD DELIVERY

Food delivery should be made to the Wesley parking lot. The student placing the order is responsible for greeting the delivery person to avoid unnecessary traffic and confusion in the buildings. Do not ask them to come to your room. This is not appropriate for community life in the dorm.

## PROHIBITED OR RESTRICTED ARTICLES

1. Firearms, ammunition or air rifles are strictly prohibited.

2. Stoves and refrigerators are provided by the Seminary in designated spaces. Washers and dryers are provided by the Seminary in each building. Major appliances such as microwaves, coffee makers, hot plates, etc., are not permitted in rooms.

3. Rice Cookers are not permitted in dormitory rooms and must be supervised during use in community kitchens.

4. Personal property, including bicycles and any other outdoor gear may not be left at any time in hallways, stairways, or lobbies.

5. Units are furnished and all furniture must remain in the room.

6. Locks may not be changed or installed without prior permission of the Seminary.

7. Alcohol use is restricted to individual rooms by those individuals 21 years of age and older. No public consumption of alcohol is permitted.

8. Space heaters & halogen lamps are not permitted on campus!

9. Candles and other open flames are not permitted due to the fire hazard they pose.

## Wesley Theological Seminary reserves the right to inspect rooms unannounced if violations are suspected.

## RULES

General Seminary policies printed in the Student Handbook and Community Life Covenant apply to Seminary housing residents.

*LOCK OUTS*

Residents who lock themselves out of their unit should come to the Housing Office located in the NRH during office hours (8:30 AM-12 PM and 1-4:30 PM Monday through Friday) to be issued a 10-minute lender key. Residents who lock themselves out on evenings (4:30pm until 8:30am), weekends or designated holidays should call the Resident Manager on-duty at 202-246-8251. Excessive lock outs (more than three/semester) demonstrate lack of respect for housing personnel time and will result in a $10 fine per lock-out. Residents must be responsible about carrying keys when exiting their unit.

## KEY DUPLICATION & LOSS

There will be no duplication of keys. If a resident is discovered to be in violation of this term of the contract, the resident must relinquish any copies made and may warrant revocation of housing.

Residents who lose metal keys will be charged a $35 fee per lost key. These fees will be assessed to a resident’s Wesley account. Residents who lose an access key card will need to contact the Registrar’s Office regarding replacement and associated fees.

SEVERABILITY

If any provision of this contract or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this contract, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, without regard to the conflict of laws provisions thereof.  All causes of action arising out of or relating to this contract shall be brought exclusively in the courts of the District of Columbia.