**WESLEY THEOLOGICAL SEMINARY**

**STRAUGHN DORMITORY HOUSING CONTRACT**

**I hereby contract for the above unit beginning August 22, 2015, or the approved move-in date set forth by the Housing Office. I understand if I choose to vacate at the completion of the Fall or Spring semester that I am required to notify the Housing Office 30 days prior to the end date of the contract in writing. In such an event, this contract will be valid from my move-in date to December 20, 2015, and my move-out date will be December 20, 2015 by 3:00pm. *(WCL students, please make special arrangements with the housing office if your semester end date conflicts with the date above.)* If I am staying through the Spring semester, I understand that my move-out date will be Friday, May 6, 2016 by 12:00 noon. I also understand that I will be surrendering my keys at this time.**

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

#  **TERMS AND CONDITIONS FOR STUDENT HOUSING**

# **ELIGIBILITY**

American University Students will be considered eligible for housing in Straughn Dormitory if they are 21 years of age or over and enrolled in a minimum of 6 credit hours of coursework per semester at American University. Students must provide proof of enrollment at the request of Wesley Theological Seminary.

A student who ceases to be regularly enrolled must vacate the unit by the end of the month in which student status is terminated and the situation will be treated as if the student has canceled the contract.

***TERMS OF CONTRACT***

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

## **SECURITY DEPOSIT**

To confirm your housing assignment and reserve your space, please submit the payment of your housing deposit ($300), background check fee ($25), mailbox key deposit ($25) and AU gate key deposit (if desired, $10) to the Business Office. The security deposit is payable by certified check, money order, traveler’s check, personal check, cash, or credit card (MasterCard or Visa only). The pay-by-phone number is 1-866-498-4011.

The amount of $300 of the security deposit will be returned on the resident's account with the Seminary Business Office when the resident vacates the room at the end of the student’s final term in residence and meets the conditions stated in the vacating instructions.

The security deposit will not be returned in full or in part if:

1. The resident cancels the contract without the permission of 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;

1. The resident transfers or sublets the room to another

 resident without prior confirmation from the Seminary;

6. All of the resident’s belongings have not been removed from the room and storage areas;

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

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

## **RENT**

The cost of living at Straughn is $3,160 for a Double Occupancy room, and $3,893 for a Single Occupancy room. Both prices reflect the cost per semester. Lump sum payment may be made by phone with credit card—MasterCard or Visa only—or by mail with check, or in person in the Business Office (cash, check, credit card, money order). Students who elect to pay their rent monthly must consult the Business Office and enroll in the Tuition Assistant payment plan online.

## **CONTRACT CANCELLATION AND REFUNDS**

Housing accommodations covered by this contract will be canceled if the resident withdraws from American University (or WCL) or if the student’s marital status changes (to affect his or her housing arrangements). All rental charges for contract dates from the start 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.

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 accepting this contract, residents waive their right to sue the Seminary for any damages or loss that occurs 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**

Dormitory rooms are to be occupied only by the person(s) renting them. Guests may stay no longer than one week. Residents are responsible for the actions of their guests on campus. Minors are not allowed as overnight guests 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. AU students can inquire about other guest housing options that may be available in the Housing Office. The Seminary has several guest apartments and dorm rooms that may be available for guest rentals.

## **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, when necessary.

### **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 community areas 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 ad 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). 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. NRH dumpster is located by the north end exit drive.

***AIR CONDITIONING POLICY (STRAUGHN HALL ONLY)***

Power to the air conditioning units will be connected following Graduation (second week of May) and prior to the first week of Doctor of Ministry classes and not earlier unless the average space temperature in the building exceeds 78° on three consecutive days. Power to the units will be terminated on September 30 unless the above conditions persist. Students are to operate the units in a manner consistent with the instructions accompanying the unit (i.e., do not set foods, liquids, or drape items on top of the unit, do not kink the hose or remove it from its portal in the wall, etc.) Students are responsible for reading the manual/operating instructions for the unit. RESIDENTS MUST BE DILIGENT IN EMPTYING THE TRAY OF WATER THAT COLLECTS AT THE BOTTOM OF THE AC UNIT TO AVOID WATER SPILLING ONTO THE FLOOR AND DAMAGING ANY ITEMS ON THE FLOOR.

Sockets that supply power to the air conditioning units are dedicated to the specific use and power load of the AC units: units are not to be plugged into any other socket, and no other appliance is to be plugged into the AC socket. Students are encouraged to use the auto setting on the air conditioning units in order to increase energy efficiency.

Signers of this contract are liable for damages incurred as a result of usage outside of that described in the user’s manual. Should the level of damage render the unit irreparable, the user will be liable to the Seminary for the full replacement cost of $500. Amounts owed will be charged to the user’s student account. In the case that the user is not the student resident, damages will still be charged to the resident’s student account, and it is the responsibility of the student to reconcile reimbursement from the party responsible for the damages.

During the off-seasons, units will be stored in the corner of the dormitory room to which they are assigned, and facilities staff will prepare the unit by retracting the hose and capping the portal. Heat for Straughn is coordinated with the AU steam system and is activated from 10/2015 to 4/2016. Should the level of damage render the unit irreparable, the user will be liable to the Seminary for the full replacement cost of $500. Amounts owed will be charged t the user’s student account. In the case that the user is not the student resident, damages will still be charged to the resident’s student account, and it is the responsibility of the student to reconcile reimbursement from the party responsible for the damages.

## **CHILDREN**

## Children may not live in Straughn Dormitory.

## **PETS**

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

***ALCOHOL & SMOKING***

Consumption of alcohol by individuals under 21 years of age is illegal and will not be tolerated. 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 apartments and dorm rooms). Closed containers of alcohol may not be kept in community space, including community kitchens. 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**

There is a shortage of parking for Wesley students on campus; therefore, American University students are not permitted to park on the Wesley campus or in the neighborhood. AU students must follow parking restrictions that apply to the general AU campus and student body. AU students must use parking designated by AU for AU students. 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.

***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 windows are open on the ground floor, i.e., laundry rooms, storage bin areas, close them upon leaving the area. 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. 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 units 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 front door of the dorm. The student placing the order is responsible for greeting the delivery person at the front door 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 the unit. 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. No candles are 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, strollers, and other childen’s toys may not be left at any time in hallways, stairways, or lobbies.

5. Rooms 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. Personal garden plots are not allowed.

8. Alcohol use is restricted to individual rooms by those

 individuals 21 years of age and older. No public

 consumption of alcohol is permitted.

9. Space heaters & halogen lamps are not permitted on

 campus!

10. Candles and other open flames are not permitted due to

 the fire hazard they pose.

11. *Wesley Theological Seminary reserves the right to*

 *Inspect rooms if violations are suspected.*

## **RULES**

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

## **KEY DUPLICATION**

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 will receive a warning. Any additional violations of the contract will result in further disciplinary measures.

***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.

***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.