

1. Residency and Financials

1.1 SWISS TOWER APARTMENT LEASE CONTRACT 2020/2021

This is a binding contract. Read carefully before signing.

Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.

1.2 TERM OF RENTAL

When fully executed this Leasing Agreement supersedes any previously dated and executed lease.

This Leasing Contract (alternately referred to herein as the "Lease" or the "Agreement") is entered into by and between Dallas Theological Seminary, (hereinafter "Lessor" or, alternately, "DTS"), and

<<Tenants (Financially Responsible)>> (hereinafter "Tenants" or, alternately, "lessee").

Only the Tenant and immediate family members listed below may occupy the apartment.

<<Other Occupant(s)>>

It begins on this day, **<<Lease Start Date>>** and will continue until **<<Lease End Date>>**. All subsequent leases will be for 12 months and always begin the first day of June and ending on the last day of May.

1.3 LEASED PREMISES

Tenant is leasing **<<Unit Name>>** in Swiss Tower at 3900 Swiss Avenue, Dallas, Texas 75204.

1.4 SECURITY DEPOSIT

Tenant agrees to pay Lessor an initial security deposit equal to one month's rent or **<<Security Deposit Charges>>**. Unless Tenant transfers to another more expensive apartment during Tenant's stay, the security deposit will not increase. The "Holding Fee", paid prior to move in by the Tenant, will be applied to Tenant's security deposit upon the signing of this Agreement. Failure to sign this Agreement and move into the apartment will result in forfeiture of the Holding Fee.

1. Tenant will receive only one set of keys upon arrival. The second set is provided after the Tenant has attended the Lease Review meeting and after the security deposit and prorated first month's rent are paid in full.
2. The security deposit may not be used for the final monthly rent payment.

1.5 RENTS AND CHARGES

Rent is to be paid in monthly payments of **<<Monthly Rent>>** per calendar month payable without demand on or before the 1st day of the month. At 4:00 p.m., on the 5th day of the month, the drop box and Housing and Relocation Services office (hereinafter "Housing") will stop accepting payments. Tenants MUST bring their payment to the Housing office by 4:00 P.M., to avoid a late fee. Payments made via the Tenant's AppFolio Portal will be considered paid on time until 11:59 PM on the last day of the grace period (the 5th of the month). If the 5th day of the month ever falls on a weekend or seminary observed Holiday, you will have until the following business day before payment is considered late. The rental rate on this contract determines the type of apartment you are agreeing to lease. Further information can be found on your move-in confirmation letter.

Rental Rates:

- 1 bedroom w/study \$823
- 2 bedroom apartment \$1,011

1. Acceptable forms of payment are:

1. One time payments online by e-check, debit card, or credit card via your AppFolio Tenant Portal by 11:59 PM on the last day of the grace period.
 2. Cash or check payments must be received by the Housing Office or placed in the rent drop box no later than 4:00 PM on the last day of the grace period.
 3. Scheduled Draft Payment is available via your AppFolio Tenant Portal.
2. A late fee of \$25 is charged for any outstanding balance on account. On occasions when the 5th day of the month occurs during a weekend or DTS observed holiday, no late fee is charged provided the payment is made on the following business day and meets the terms listed in Section 1.5.1. Only the Director of Housing has the authority to waive late payment penalties.
1. If Tenant makes an online payment or a third party pays your rent, it remains the Tenant's responsibility to ensure the rent is paid in full by the deadlines specified above. Late fees will apply as described above.
3. If this Leasing Contract begins on a day other than the 1st of the month, the charge for the first month will be prorated. The first month's prorated rent and the balance of the Security Deposit are due during the Tenant's lease review meeting.
4. Tenants who have six or more late payments in this current lease term will not be offered a renewal opportunity at the end of the current lease term. Beginning with the sixth late payment, late fees will increase to \$50 for rent not received the times listed in Section 1.5.1.
5. A Tenant, whose rent is not paid in full and is past due 60 days or more, will receive a *Letter of Eviction* issued by the Director of Housing unless acceptable payment arrangements are made with the Director of Housing and Relocation Services. The letter or eviction requires the Tenant to vacate the property within ten calendar days from delivery of the eviction notice. After the *Letter of Eviction* is delivered to the tenant, no contract negotiations may be pursued. Unpaid rent is transferred to Lessee's student account. The Dean of Students is notified of this action.

1.6 RENTAL RATE CHANGE

Rental rates are subject to change annually. Tenants receive notice of such changes via the new annual leasing contract or through their AppFolio Tenant Portal.

1.7 UTILITIES

The Lessor shall furnish water to the apartment. The Tenant hereby agrees to use such furnished water only for ordinary household purposes.

1. Tenants of Swiss Tower should enter a contractual arrangement with a local electricity provider. New residents may take up to 60 days to identify and then contract with the provider of his or her choice. If DTS Housing receives more than two bills for private use, in addition to the cost of electricity, the resident will incur a \$30.00 processing fee.
2. It is not permissible to use personal washing machines in the apartment. If found removal from the building must take place within three calendar days.

1.8 LEASE RENEWAL

Should an eligible Tenant wish to execute a new Leasing Contract for the next lease term, he or she must execute a new contract with the Lessor on or before the 31st day of March pursuant to Section 1.2, "Term of Rental".

Late Lease Fees: Tenants who wish to exercise his or her option to continue living in Swiss Tower but who do not execute a new Leasing Contract by the 31st day of March may still execute a new contract by April 15th, but a \$50 Late Lease fee will be charged to his or her account.

A leasing contract might still be possible between April 16 and April 30 only if the apartment has not been assigned to a new tenant. A Late Lease fee of \$150 will be charged for leases executed between April 16 and April 30. All Late Lease Fees are payable on the day the Late Lease is signed. It is not possible to execute a new Leasing Contract after the last day of April.

Tenants choosing not to execute the new Leasing Contract must vacate Swiss Tower no later than the last day of May or the last available move slot in May.

1. Tenant may not execute a new Leasing Contract if he or she has been placed on any form of probation since the execution of the current Leasing Contract and that or any other form of probation remains in force at the time of the lease signing deadline. Only the Director of Housing and Relocation Services may grant exceptions to this lease condition.
2. Tenants wishing to execute a new lease must not have unpaid Housing rent or fees.

1.9 NOTICE REQUIREMENTS

If Tenant does not wish to sign a new Leasing Contract with Lessor, he or she must submit to Lessor a completed *Notice of Intent to Vacate* form 45 days prior to Tenant's desired move out date. The Tenant must use Lessor's *Notice of Intent to Vacate* form to give said notice. This form is considered valid only when counter signed and dated by Lessor's agent in the DTS Housing Office. If the Tenant wishes to adjust the

move date after submission of the *Notice of Intent to Vacate Form*; an adjustment fee of \$50 may be charged pending adjustment approval by the Director of Housing.

1. Failure to give a 45 day written notice will result in rent charges for 45 days from the date the valid *Notice of Intent to Vacate* form is received in Lessor's Housing Office and may incur a \$50 hold over surcharge.
2. When either party has given notice to terminate the lease, the Lessor's representative may enter the premises to show the apartment to prospective renters.
3. Rent will be charged until a move out inspection is completed by a member of the Resident Housing Staff and all Fobs, iButtons, Mailbox Keys, Hang Tags, or any other entry devices are returned.

Move-out Rental rate procedure

1. If Tenant vacates the apartment between May 15 and the last day of May, rent will be prorated. Tenants vacating between May 1 – 14 will be charged rent through May 15, regardless.
2. Exception granted to Graduates allowing them to end their lease as early as the Monday following commencement or to pay through commencement day if vacating earlier in May.
3. When vacating for any reason, the lease end date may be determined by the last available move out date and time.
4. If your move-out is not complete by the end of the time slot you selected, (cleaning requirements, removal of property etc.) you will be charged a \$150 extension fee.
 1. There will be no exceptions to this charge unless you have extenuating circumstances that have been approved by the director of housing.

1.10 HOLDING OVER

Tenants who wish to remain in their apartment after the expiration of the term of this Leasing Contract must submit an email request for a Holdover to dwilliams@dts.edu or housing@dts.edu no later than the 31st day of March.

1. The letter should include the following:
 1. A single sentence plainly stating the request.
 2. A specific date of desired departure
 3. Detailed reasons for request
2. If a holdover is granted, a surcharge of \$50 per month will be added to the Tenant's Portal. This surcharge will not be prorated for partial months of holdover.
3. Housing will not grant holdovers extending past July 31st.

1.11 SHORT LEASE OPTION FOR SUMMER GRADS

1. Students taking only independent studies, internships, online classes, or thesis completion during the summer may request a short lease, written to end no later than the **third** Saturday of July. No extension of this clause is possible. Tenants wishing to exercise this allowance must notify the Housing Office by the 15th day of March.
2. Students taking a course on campus in a classroom during the summer may request a short lease ending no more than four days after his/her last class session or final exam (if required), whichever comes last
3. If a tenant expects to graduate following a summer class(s), he or she must notify the Housing Office during the Fall registration period. The tenant must show enrollment in the remaining course(s) required to meet the graduation requirements of his or her degree program to receive a short lease.

1.12 TRANSFER OF LEASE CONTRACT TO RESIDENTS SPOUSE

If at any time during the term of this lease agreement, the Tenant ceases to meet the eligibility standards but the Tenant's spouse becomes eligible to be the lessee, this lease contract may be transferred to the spouse with all of the pre-existing conditions and rental history. In such case, the lease term will remain in force.

1.13 FAILURE TO FULFILL LEASING CONTRACT

In the event that Tenant: (a) fails to fulfill the terms of this lease, (b) fails to submit a completed *Notice of Intent to Vacate* form as required in Section 1.9, "Notice Requirements", or (c) moves out without paying rent in full for the entire lease contract;

1. The Tenant is responsible for monthly rent payments until the apartment is re-rented or the end of the lease term.
2. Failure to pay all rent until the lease term ends or until the apartment is re-rented will result in the forfeiture of the Tenant's security deposit and any remaining unpaid balance will be transferred to Tenants student account.
3. The Tenant will not be eligible for on-campus housing in the future.
4. A re-letting fee of \$450 is due upon submission of the *Notice of Intent to Vacate Form*.

1. The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain— particularly those relating to inconvenience, paperwork, showing apartments, utilities for showing, checking prospects, overhead, fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

1.14 MILITARY PERSONNEL

You may have the right to terminate this lease in certain situations involving military deployment or transfer. Those include:

1. You may terminate this lease without penalty if you enlist, are drafted, or are commissioned in the U.S. Armed Forces.
2. You are a member of the U.S. Armed Forces or Reserves on active duty, or a member of the National Guard called to active duty for more than 30 days in response to a national emergency as declared by the President, and you:
 1. Receive orders for a permanent change of station;
 2. Receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more.
3. To terminate this lease for military reasons you must:
 1. Provide a copy of your military orders such as a permanent change-of-station orders, call-up orders, or deployment orders.
 2. Complete a Notice of Intent to Vacate form (available in the Housing and Relocation Services office). After receipt of document above (3.1), the required 45 day notice requirement will be waived.
4. The seminary will strive to accommodate the military's recommendations for Post Deployment Stabilization.

1.15 TRANSFERS

All voluntary transfers within Swiss Tower are made with the understanding that the Tenant accepts the new apartment "as-is". A \$100.00 transfer fee will be assessed unless the transfer is requested or required by the Housing Office. The Tenant's security deposit will increase to equal one month's rent of Resident's new apartment.

1. Transfers are made only at the end of the lease term.
2. If DTS Housing must require a transfer, the destination apartment will undergo the normal make-ready process. In this case, no transfer fee is charged.
3. No transfers will be possible within the building caused by a broken lease.
4. Transfers must occur within one week of the destination apartment's availability date.
5. **Two-Bedroom Apartment Priority Provisions.** Families with two children over the age of eleven or three children of any age will receive priority for any available two-bedroom apartments.
 1. A first-come, first-serve process will be followed within each priority level.

1.16 DISPUTE RESOLUTION

DTS Housing and Relocation Services encourages and assists residents build peaceful communities in our campus apartments. However, disputes sometimes develop. Therefore, we in the Housing Office offer mediation to resolve any disputes and move toward reconciliation.

To this end, if you find yourself at odds with or stressed by a neighbor, please allow us to help by walking through the following action steps with you.

First: Speak privately to the person or persons connected to the problem.

Speak personally with all parties involved. This conversation should take place at a time convenient for everyone. The Lord mandated such conversations. He calls believers to settle debts and offences by speaking personally with our brother or sister in Christ. Such conversations afford an opportunity to clear up misunderstandings and restore broken fellowship.

During this time;

- Speak with a loving heart.
- Speak plainly and specifically to avoid confusion and misunderstandings.
- Do not make accusations. Accusations heighten tensions and generate defensive attitudes.
- Focus the conversation on solutions and reaching a mutually agreeable solution and reconciliation.

Second: If this personal conversation does not produce a solution, involve a Housing staff member (Your apartment manager or assistant manager).

The staff member serves as a facilitator, not a mediator. He or she will:

- Ensure all parties may speak in turn without interruption.
- Serve as a neutral observer who may help clarify miscommunications.
- Redirect the conversation back to the matter at hand if need be.
- Assist everyone in understanding comments and points of view.
- Guide the conversation to a solution and reconciliation.

Third: If no solution comes out of the facilitated meeting, the Director of Housing and Relocation Services enters the discussions.

Knowing how damaging unresolved conflict can be, the Director will speak with everyone involved to gain direct perspective on the broken or negative relationships.

- The Director may serve as a facilitator or (if all parties wish) may serve as an arbitrator.
- The Director may recommend involving a member of Counseling Services, the Campus Pastor or the Dean of Students.

Note: If any person involved in the conflict appeals to the Dean of Students first, the Dean (at his discretion) may send the issue back to the Director of Housing and Relocation Services.

1.17 SUBLETTING

Current Tenants may temporarily sublet their apartment to current DTS students and/or immediate family-members of a Tenant of Swiss Tower or Washington Hall.

1. **Summer or Winter Subletting:** Tenants wishing to sublet during the Summer or Winter terms must use the Housing Office's subleasing system, which requires submission of the *Sublease Offer Form* found online at www.dts.edu/departments/campus/housing.
 1. Priority is given to students completing winter or summer course work.
2. **Fall, Spring, and Holiday Subletting:** During the Fall and Spring Sessions, including the Christmas Holiday, Tenants are responsible for making their own sublease arrangements. An apartment may be subleased to close family members of another Tenant or qualifying students provided that the Apartment Manager is informed via email of the identity of the guest (s) and the dates of the sublease.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Occupancy

2.1 AUTHORIZED OCCUPANTS

Only the Tenant and immediate family members listed in section 1.2 may occupy the apartment.

In no event shall any person not listed herein occupy the apartment for more than 10 days in any month without written permission of the Lessor's Director of Housing.

2.2 MAXIMUM OCCUPANCY

The following occupancy limits pertain to one-bedroom and two-bedroom apartments:

1. **One-Bedroom.** One-bedroom apartments may be leased by one married couple or one single student with one to three children as specified in the following limits.
 1. Two children if one of the children are over the age of eleven. (i.e. 12 yr old and a 9yr old).
 1. If a second child in the family turns twelve years old during this lease term the Tenant may continue in their current apartment until the term ends. At such a point it will be necessary for the Tenant to transfer to a two-bedroom apartment if one is available. If none are available the Tenant must move off-campus. See Section 1.15.5, "Transfers", for two-bedroom apartment priority due to occupancy.
 2. Three children if all are under the age of 12 (i.e.. 8, 9 and 10).

1. If a fourth child is born to the family, at such a point it will be necessary for the Tenant to transfer to a two-bedroom apartment if one is available. If none are available the Tenant must move off-campus. See Section 1.15.5, "Transfers", for two-bedroom apartment priority due to occupancy.
2. **Two-Bedroom.** Two-bedroom apartments may be leased by one married couple or one single student with two to five children as specified in the following limits.
 1. Tenant may have only three children if two of the children are over the age of eleven (i.e. 9, 12 and 13)
 2. Tenant may have four children if at least three of the children are under the age of twelve. (i.e. 5, 7, 8 and 13)
 3. Tenant may have up to five children if all five children are under the age of twelve. (i.e. 5, 6, 8, 9, and 10).
 4. If under these scenarios an infant is born to the Tenant during the lease term, the Tenant may remain in the apartment until the end of the lease term, at which point it will be necessary to vacate the facility.

2.3 TERMS OF OCCUPANCY

Once this Lease is signed, the Tenant may reside in the apartment, subject to all the terms and conditions contained herein, provided that:

1. He or she shows enrollment in a degree program at Dallas Theological Seminary and is taking at least 1 class.
2. Independent study, internships, and/or thesis completion without any other classes are only permitted if all requirements for graduation will be completed by the end of the spring semester.

2.4 GRADUATES

Upon graduation in the spring, the Tenant must vacate the apartment no later than the last day of May or last available move time. Tenants graduating in the Fall or Summer terms must vacate no more than four calendar days after his/her last class session or final exam, whichever comes last (**This only applies to Summer Grads in a classroom based, on-campus course**). Please see section 1.11 for graduate short lease information.

1. Housing is unable to accommodate Tenants finishing required classes during Winter Intercession. That being the case, the Tenant must either move out of Swiss Tower prior to the Christmas break or choose not to renew this lease agreement and move off campus by the last day of May prior to winter session completion.
2. Tenant is responsible for making the Housing Office aware of their graduation plans and request a short lease written accordingly.
3. Tenants who do not report expected graduation in the Fall or Winter sessions and thus do not have a short lease written before signing the new lease, will incur a \$200 Lease Alteration Fee.
4. If Lease is not altered before the Graduation Application Deadline, the Tenant will default to the terms of Section 1.13, "Failure to Fulfill Leasing Contract."

2.5 PHD STUDENT REQUIREMENTS

PhD students may live in campus housing as long as they remain in the PhD program at Dallas Theological Seminary.

2.6 QUALIFIED NON-DTS TENANTS

The following institutions have agreements with DTS that permits their students to reside in DTS's on-campus housing with the understanding that they will adhere to the terms and conditions of this leasing contract:

1. **Graduate Institute of Applied Linguistics.** Tenants enrolled in the Graduate Institute of Applied Linguistics (GIAL) may remain in DTS campus housing throughout the degree program including all semesters during which the Tenant takes classes only on the Duncanville campus.
2. **Criswell College.** Tenants enrolled at Criswell College may remain in DTS campus housing throughout their degree program. Such tenants must meet any standard for occupancy set by Criswell College. Any disciplinary actions are the purview of Criswell College officials. DTS officials are available for consultation during review of possible infraction to Criswell College policies or standards. The DTS Dean of Students and/or the DTS Housing Director will notify the Criswell College Housing Coordinator of infractions to DTS policies or standards. DTS retains the right to remove a Criswell Student from DTS Campus Housing should the DTS Dean of Students determine such action to be necessary.

2.7 VOLUNTARY SABBATICAL SEMESTERS

It is permissible for a Tenant in a master's degree program to continue living in campus housing while taking a Voluntary Sabbatical Semester (VSS). A VSS allows the tenant to remain in campus housing without taking any credit hours. For the purpose of this clause "semester" refers to fall or spring semesters. No more than two VSS's can be taken by a tenant. The tenant is not required to take the two VSS's consecutively.

1. The tenant may take no class hours during the VSS or take only SF.
2. The Leasing Contract will remain in force even if tenant chooses to leave campus housing during a Sabbatical Semester.
3. The Tenant must send an email to the housing director to notify him that they are taking a VSS.

2.8 REQUIRED LEAVE OF ABSENCE

If for any reason the Tenant or a member of the Tenant's family is placed on any form of Leave of Absence, dismissal by action of the Dean of Students, the Academic Dean or the Registrar; the following actions will be taken.

1. The Tenant will receive a *Letter of Eviction* from the Director of Housing instructing him or her to vacate his or her apartment in no more than 10 calendar days excepting Sundays and DTS observed holidays.
2. If a student becomes ineligible for campus housing, the same process will be followed.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Responsibilities

3.1 TERMS OF USAGE

The Tenant accepts the apartment with the present appliances and fixtures. The apartment shall be surrendered in the same condition as it was received except for reasonable wear and appliances shall be maintained in a reasonably neat manner. A Resident Staff member will complete a move-out inspection using the same document used for the move-in inspection.

1. All Tenants are responsible to keep the common areas, hallways, walks, stairways and laundry areas clear of debris and clutter. Please do not use common areas, such as hallways for personal storage.
 1. The first time your personal belongings are sighted being stored in the hallways or other restricted areas of the building, you'll pay an initial charge of \$10 per item (not to exceed \$100).
 2. The second time your personal belongings are sighted being stored in the hallways or other restricted areas of the building, you'll pay a charge of \$25 per item.
 3. The third time your personal belongings are sighted being stored in the hallways or other restricted areas of the building, you'll pay a charge of \$50 per item and a meeting with the housing director will be required to determine your eligibility to remain in campus housing.
2. Upon move in, the apartment will have been furnished with light bulbs of the prescribed wattage and appropriate fluorescent tubes; thereafter the Tenant is responsible to replace any incandescent bulbs. The replacements must be of the same wattage and type as those currently in the fixture.
3. Tenant should submit a work order for fluorescent tubes (the overhead kitchen, closet and bathroom exhaust/fan light) via the AppFolio work order system.

3.2 CONDUCT

The Tenant agrees that his/her conduct and that of all his/her family and guests will not be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts, or conveniences of other persons in the apartment complex. In addition to following the terms and conditions of this Leasing Contract, each tenant agrees to conduct themselves faithfully in accordance with the *Community Covenant for Dallas Theological Seminary* as contained in the current Student Handbook published by the Dean of Students. It is also expected that tenants will adhere to the agreement not to promote views contrary to the Doctrinal Statement of the seminary as reflected by his/her signature on the Seminary Application.

1. Tenant must adhere to directions provided by the Resident Staff, Housing Office Staff, or any agent of the Director of Housing, as such directions pertain to life or safety of the Tenant(s). Tenants who fail to follow these instructions may receive a *Letter of Eviction* issued by the Director of Housing. This letter will require the Resident to vacate the property within 10 days of delivery and this Leasing Contract will be void. After delivery of the *Letter of Eviction*, no contract negotiations may be pursued. All unpaid rent transfers to the Lessee's student account. The Dean of Students is also notified of this action.
2. **Guests are always the responsibility of the hosting Tenant.** The hosting Tenant is required to personally grant entrance to his or her guest(s) and escort them through the building. Allowing unattended guests in the property is a violation of this Leasing Contract.
 1. In no event shall any person not listed herein occupy the apartment for more than 10 days in any month without written permission of the Lessor's Director of Housing.
 2. The Director of Housing or his agent may exclude from the apartment community any visitors who are judged by Lessor or Lessor's agent to be in the act of violating the law or the conditions contained in this lease, or are otherwise disturbing the comforts of the building Tenants or their guests. Lessor or Lessor's agent may escort any person from the property if said person refuses to identify himself or herself as a tenant or guest of a tenant to the Lessor or Lessor's agent. The tenant or guest must provide a photo ID if asked by the Lessor or Lessor's agent.
 3. Guests under the age of 18 may enter the pool area only in the presence of the hosting Tenant

4. **Guest Children:** For the safety of children and in consideration of all tenants, guest children under the age of 12 must always be accompanied by a responsible adult in any location in the building.
3. It is a breach of this Lease Agreement to purposely disable or damage any smoke detectors, fire alarm or fire suppression equipment. Eviction may result.
4. It is a breach of this Lease Agreement to prop open any building entry doors or gates and leave them unattended at any time for any reason. Such action may lead to eviction.
5. It is not appropriate to take furniture, décor or equipment from public areas for personal use in an apartment
6. For the safety of Tenant's children and in consideration of all Tenants, the following will be enforced concerning Tenant children under the age of 12:
 1. The parent of a child under the age of 12 years old who is found unattended and outside of the listed parameters will receive a written notice of the violation from the Property Manager and Campus Police will be notified. State law requires Campus Police to report said incident to Child Protective Services. Upon a second occurrence the Tenant will receive a *Letter of Eviction* in addition to the above actions.
 2. Children ages 9 to 11 years old may be sent to the laundry room or trash chute for the purpose of completing a specific task for the family.
 3. Children ages 9 to 11 years old may travel to a friend's apartment on the SAME floor unattended provided that the parent first calls and confirms that the family occupying the destination apartment are at home and approve of the visit.
 4. Children under the age of 12 years old may not travel alone to the outdoor courtyard or the Fireside Room on the first floor.
 5. Children ages 12 years and older may travel anywhere in the building unsupervised and may accompany other children who need supervision of an adult if all parents are confident that the child is sufficiently mature to do so appropriately.

3.3 TENANT DISPUTE RESOLUTION

DTS Housing and Relocation Services encourages and assists residents build peaceful communities in our campus apartments. However, disputes sometimes develop. Therefore, we in the Housing Office offer mediation to resolve any disputes and move toward reconciliation.

To this end, if you find yourself at odds with or stressed by a neighbor or any apartment-mate(s), please allow us to help by walking through the following action steps with you.

First: Speak privately to the person or persons connected to the problem.

Speak personally with all parties involved. This conversation should take place at a time convenient for everyone. The Lord mandated such conversations. He calls believers to settle debts and offences by speaking personally with our brother or sister in Christ. Such conversations afford an opportunity to clear up misunderstandings and restore broken fellowship.

During this time;

- Speak with a loving heart.
- Speak plainly and specifically to avoid confusion and misunderstandings.
- Do not make accusations. Accusations heighten tensions and generate defensive attitudes.
- Focus the conversation on solutions and reaching a mutually agreeable solution and reconciliation.

Second: If this personal conversation does not produce a solution, involve a Housing staff member.

The staff member serves as a facilitator, not a mediator. He or she will:

- Ensure all parties may speak in turn without interruption.
- Serve as a neutral observer who may help clarify miscommunications.
- Redirect the conversation back to the matter at hand if need be.
- Assist everyone in understanding comments and points of view.
- Guide the conversation to a solution and reconciliation.

Third: If no solution comes out of the facilitated meeting, the Director of Housing and Relocation Services enters the discussions.

Knowing how damaging unresolved conflict can be, the Director will speak with everyone involved to gain direct perspective on the broken or negative relationships.

- The Director may serve as a facilitator or (if all parties wish) may serve as an arbitrator.
- The Director may recommend involving a member of Counseling Services, the Campus Pastor or the Dean of Students.

Note: If any person involved in the conflict appeals to the Dean of Students first, the Dean (at his discretion) may send the issue back to the Director of Housing and Relocation Services.

3.4 ACCESS DEVICES

The Tenant will receive the following access devices:

- Building Entry (*Fob*)
 - Apartment Entry (*iButton*)
 - Mailbox
 - Parking Hangtag (*If applicable*)
1. A \$50.00 fee for each lost Building Entry Fob, a \$20.00 fee for each lost apartment iButton, a \$10.00 fee for each lost Mailbox Key, and a \$10.00 fee for each lost vehicle Hang Tag.
 2. If the lost access device or Hang Tag is subsequently found and returned, the tenant will be reimbursed half of cost of the above fees in the form of credit to their Rent Account. If lost keys are not returned during final move-out inspection, no reimbursement will be given.
 3. It is a violation of this Leasing Contract to Loan keys to any non-tenant, including guests, **for any reason**.
 4. Access devices must be returned when Tenant vacates the unit. Tenant will be charged for any items listed in 3.4.1 that are not returned during transfer or move-out.

3.5 PARKING

Each one-bedroom apartment is allotted one parking space, and each two-bedroom apartment is allotted two parking spaces in the gated lot adjoining the building. Tenants allotted a parking space in the Swiss Tower parking lot must have a numbered Hang Tag issued by the Housing Office properly displayed. Tenants may only park additional vehicles in the secured N1 parking lot on Live Oak Street or on the street where permitted by the City of Dallas.

1. All Tenants, including spouses, must obtain and properly display a “resident parking” sticker from Campus Police.
2. The DTS Housing Office will assign any unused spaces to another family via a “lottery” system. However, the reassigned space must revert back to the original Tenant’s apartment if said tenant acquires a car.
 1. Compact cars must display a, “Compact” decal in the rear window. Reserved Compact spaces will be marked as reserved spaced for compact cars.
 2. Parking spaces may not be “given away” and/or rented by Tenants.
 3. If the Tenant, for any reason, chooses not to keep a vehicle on campus then his/her Hang Tag is reassigned to another family by use of the car lottery system described above.
3. Tenant may not “loan” his/her parking space to any non-tenant

3.6 ACCESS GATES

Lessor has furnished limited access gates in an attempt to control access to the community. In order for the gates to function as intended, it is important that Residents cooperate with the gate use policies and procedures. Resident agrees to the following:

1. The Lessor has furnished a gate on the property for the sole purpose of the protection of the property generally and not for personal security, and that any benefit received from the gate is incidental to the existence of the gate.
2. Resident understands how to use the gate and how the gate functions and no one should in any way try to impair the use or function of the gate.
3. Resident is advised that the gate is a mechanical device and can be rendered inoperable at any time. Lessor is not responsible for a temporary failure of the gate. Lessor assumes no duties with regard to the gate except to proceed with diligence to repair.
4. Resident acknowledges that the Lessor does not make any guaranty or warranty, expressed or implied, with respect to the gate. Resident further acknowledges that the Lessor does not expressly or by implication guaranty or warranty that the gate will avert or prevent occurrences or consequences that the gate may be designed to avert or prevent.
5. The Lessor is not liable for damages or injury caused by a malfunction of the parking lot gate. This condition applies to residents, resident’s family, resident’s guests and other occupants of the apartments. Neither is the Lessor liable for the failure of the performance of the gate or injury resulting from walking through the gate while the gate is open or traversing to an open or closed position. Pedestrians and bicyclists are never to use the parking lot gate for exiting or entering the parking lot.

Accordingly, the following policies and procedures have been established:

1. Resident is to always observe the correct operation of the gates.
2. Resident is not allowed to lend or give electronic access device to anyone other than those people listed on this Lease Agreement.
3. Resident is to immediately report to Campus Police any vehicle or person he or she observes entering the community without an electronic access device.
4. Resident should immediately report to the Housing Resident Staff any malfunction of the gates.
5. Resident will be responsible for any loss or damage to an electronic access device if said damage results from resident’s MISSUSE.

3.7 MAINTENANCE

Maintenance or repair needs should be reported promptly through the use of the AppFolio Tenant portal.

1. The only exception to submittal of work order requests via the AppFolio Tenant portal is in the case of *Emergency Maintenance* as defined by the *Emergency Maintenance Addendum*. In such cases the Tenant will **call** or speak with the Apartment Manager in person as quickly as possible.

2. Emergencies include:

1. Any equipment failure or malfunction which may cause bodily injury, damage to property, or compromise security.
2. Any failure to the A/C unit which may cause bodily injury, including aggravation of any existing medical conditions.

3. If the manager is not available, complete the following procedure

1. Call back up phone number 214-887-5170 (after hours and on holidays your call will be transferred to the on-call staff).
2. Upon receipt of the request, Lessor or Lessor's representative may then enter Tenant's apartment to make the necessary repairs without the Tenant's presence or permission. A notice of entry will be left affixed to the apartment entry advising of their entry and the work completed.
 1. Failing to report a maintenance need that results in damages to the apartment will result in Tenant paying for said damages. However, no fee will be charged for the original maintenance needed.

3.8 RIGHT OF ENTRY AND INSPECTIONS

Lessor or his agent may enter the apartment for any of the following purposes:

- assessing and/or repairing damage;
- making requested repairs or replacements;
- doing preventive maintenance;
- changing filters;
- pest control;
- testing or replacing smoke-detector batteries;
- leaving notices;
- removing or re-keying unauthorized security devices;
- stopping excessive noise;
- removal of health or safety hazards
 - (including hazardous materials; perishable foodstuffs if electricity fails or is disconnected);
- removing unauthorized animals;
- inspecting when immediate danger to person or property is reasonably suspected;
- allowing entry by a law officer with a search or arrest warrant, or in hot pursuit;
- showing the apartment to prospective Tenants after completed "Intent to Vacate" form has been received by Housing office
- Showing apartment to government inspectors, fire marshals, lenders, appraisers, contractors or insurance agents.
- To complete a maintenance survey as needed.

Whenever possible, 24 hours' notice of intent to enter will be provided.

3.9 COOPERATION WITH EXTERMINATOR SERVICES

Access to the apartment shall be given to the exterminator for regular service. Failure to allow access for regular or special service will result in the callback fee being charged to the Tenant should a callback become necessary.

3.10 EMERGENCY RIGHT OF ENTRY

Tenant hereby agrees that the Lessor, or Lessor's agent, may enter his or her apartment with a member of the DTS Campus Police force if Lessor, an agent of Lessor, or Dean of Students has reason to believe that the health or safety of the Tenant, or any occupant in Tenant's apartment, is in jeopardy such that emergency intervention is required.

3.11 CARE OF PROPERTY

The Tenant agrees to keep the apartment clean and free of dirt, garbage and trash. Trash should be disposed of at least twice a week via the trash chute.

1. Trash may never be stored in the hallways for any amount of time for any reason. Non-decorative items, items that encroach on the hallway proper or items that pose a trip hazard during an emergency evacuation, must be removed by Tenant.
 1. Decorative items placed outside of an apartment cannot encroach on the hallways proper.
 2. Tenant hereby agrees to comply with the local Fire Code concerning all items in the hallways.
 3. Two bedroom apartments may only decorate on the 2ft area by or above the entry door.
2. Bulk trash (such as pieces of small disassembled furniture), etc. will be removed without cost via the work order system (via AppFolio).
3. Cardboard boxes must be collapsed and placed in the 2nd floor "box room."
4. The Tenant agrees to reimburse the Housing Office promptly for any loss, property damage, cost of repairs and services resulting from negligence or improper use of property or furnishings by the Tenant

5. The Tenant may not alter the property or fixtures without the Lessor's written consent.
6. No holes shall be drilled in the **woodwork, floors or ceilings**. Nothing may be screwed into the ceiling or floor to maintain the structural integrity of the building.
7. Light decorations and pictures may be hung by use of standard picture hanging hooks or small screws with plastic anchors. Adhesive tape, putty or film may not be used in the apartment for any reason. No track shelving of any kind may be attached to any wall along with decorations that require a number of equally spaced screws for mounting.
8. If the Tenant requests a lock change, the Lessor will provide this service at the Tenant's expense.
9. All repairs, additions, or changes to the electrical service and/or equipment including plumbing and the HVAC systems (including the air vents and thermostats), or any other element in Seminary apartments shall be completed by the Facilities and Plant Operations Department or its designated agent. If the Tenant personally makes such changes or arranges for any work of any kind to be done by any person or company, other than by the Facilities and Plant Operations Department, the Tenant will incur a \$50 fine, plus the complete cost of the inspection and repair of alterations, added equipment, or faulty service, as needed.
10. Lofts, bunk beds, or other homemade or purchased furniture item that is more than 24" from the floor, must comply with fire code specifications available in the Apartment Manager's Office.

3.12 MOVE OUT CLEANING REQUIREMENTS

All apartments must be cleaned upon departure. Tenants may either self-clean the apartment or they may contract a Cleaning Captain.

1. **Tenant Self-Clean:** If Tenant does not contract a Cleaning Captain they are held accountable to clean the apartment to the Housing Office's standard as stated in the *Move Out Preparation Packet*. A member of the Housing Staff will complete a final inspection for damage and cleanliness with the Tenant at the end of the Tenant's move out time slot.
 1. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms and kitchen appliances. You must follow move-out cleaning instructions. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
 2. If the Tenant fails to clean the apartment to the Housing Office's standard, a cleaning fee assessed by the director of Housing and Relocation services, will be charged to the Tenant.
2. **Cleaning Captains.** A Cleaning Captain is a current tenant of the building who has been approved by the Housing Office to clean the apartment and relieves the Tenant of their obligation to self-clean the apartment.
 1. Once a Cleaning Captain has been contracted, any monies received from the Tenant to the Cleaning Captain will not be rescinded due to the Tenant cancelling their move out.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. General Clauses

4.1 HANDBOOKS

Tenant shall carefully read both the Apartment Handbook provided by the Housing Office and the Student Handbook published by the Dean of Students. The policies therein are incorporated by reference into this Lease Agreement.

4.2 PETS

Only birds kept in cages, and fish in small tanks, no larger than 10 gallons, are permitted in an apartment. See "Pets" in the Apartment Handbook for specifications.

No dogs, cats, reptiles, rodents, amphibians, arachnids, and insects are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission. If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal.

Violations of Animal Policies.

1. Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal rules,

you'll pay an initial charge of \$_____ per animal (not to exceed \$100 per animal) and a daily charge of \$_____ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

2. Removal and return of animal. We may remove an unauthorized animal by
 1. leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and
 2. following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization.

4.3 FIREARMS

In accordance with Chapter 46 of the Texas Penal Code, the seminary prohibits the possession and/or use of firearms and other weapons on its property. This prohibition includes any devices that might reasonably be mistaken for a firearm or weapon. Under Texas state law, people who are licensed to carry a concealed firearm may keep firearms in their vehicles while parked on the campus but may not carry a firearm into any DTS building. DTS Certified police, security officers employed by DTS, and certified officers of surrounding municipalities are exempt from this stipulation. In the case where any of the aforementioned lives in on-campus housing, they must promptly, upon entering the Housing facility, store their weapons in a locking gun case.

1. Any licensed Tenant who prefers not to leave their firearms in the car may check any firearms and ammunition in with the Campus Police by appointment.
2. All firearm cleanings should be conducted off campus.
3. Exceptions to this portion of the policy must be authorized in advance and in writing by the administration.
4. This clause is subject to change by state law.

4.4 CHEMICAL STORAGE

Commercial or industrial chemicals may not be stored on the leased premises including any automobiles parked on the leased premises. Only normal household chemicals may be stored and used in the apartments.

4.5 RENTAL HISTORY

Tenant expressly releases Lessor from any and all liability arising from Lessor's disclosure of Tenant's rental history information to the following:

1. Landlords and/or mortgage companies seeking rental history
2. Law enforcement or governmental agencies; provided, however, that such rental history information is disclosed as part of a duly authorized investigation or background check.

4.6 TENANT LIABLE FOR LOSS

Tenant is responsible for any loss or damages to Tenant's personal property. This includes automobile theft, vandalism, fire, water and other causes of damage unless the same is due to negligence on the part of the Lessor or Lessor's agents. DTS therefore strongly encourages Tenant to secure renters insurance to protect personal property.

4.7 PROPERTY REMOVAL

Except for property removal following the death of a sole Tenant, any property left on the premises by a current or vacated Tenant shall be considered abandoned and such surrendered to the Lessor. Lessor may dispose of or gift to a charitable organization all items of personal property left in the apartment or on the premises after surrender or abandonment. Any costs associated with the disposal of abandoned property shall be born solely by the Tenant.

4.8 UNINHABITABLE BUILDING

In the event that the building may become uninhabitable, all parties to this Leasing Contract will be released from the contract without prejudice or recourse.

4.9 DIRECTOR RIGHT OF EXCEPTION

The Director of Housing is the only staff member that retains the right to make an exception of any of the terms and conditions contained in this Leasing Contract except those required by legal statute. Residents may make exception requests to the Director of Housing by submitting a formal letter attached to an email stating their request and reasoning for request.

4.10 TERMINATION OF LEASING CONTRACT

If the Tenant violates any of the terms of this Leasing Contract, Lessor may terminate this lease in its entirety by delivery of a Letter of Eviction to the Tenant. Upon delivery of a Letter of Eviction, the Tenant shall have ten calendar days in which to vacate his/her apartment. The Letter of Eviction may be delivered by:

1. regular mail;
2. certified mail, return receipt requested;
3. personal delivery to any Tenant;
4. personal delivery at the apartment to any occupant over 16 years old; or
5. Affixing the notice to the inside of the apartment's main entry door.

Termination of this leasing contract does not release the Tenant from liability of rent due or future agreement obligations.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a copy for your records.

5.2 MEDIATION/ARBITRATION

The parties to this Lease Agreement hereby agree that if any dispute arises pursuant to the interpretation or application of the terms herein, which cannot be resolved by the DTS Director of Housing, such dispute shall be resolved by a panel including the Dean of Students, Director of Housing and the Student Council Vice-President for Business Affairs. In the event that the Student Council Vice-President of Business Affairs should be excused for conflict of interest, the Student Council Vice-President of Planning and Advancement shall serve as third panel member. The policies outlined in the Student Handbook of Dallas Theological Seminary and/or the Apartment Handbook of Dallas Theological Seminary shall determine the resolution of any such dispute.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed