

2021-2022 SWBTS Housing Agreement

Southwestern Baptist Theological Seminary | Texas Baptist College | Residence Life and Housing

- I. **ELIGIBILITY:** You must be a currently enrolled and pursuing a degree at SWBTS/SC and in at least the minimum number of course hours as defined by the 2021-2022 Community Policies. You must also be in good financial standing with the Institution to be eligible for SWBTS Housing. For summer Residence Hall Agreements, you must be enrolled in classes at SWBTS/SC or be a continuing student. A continuing student is defined by being active in their degree plan and enrolled for the previous spring and following fall academic terms at SWBTS/SC.
- II. **NATURE OF AGREEMENT:** SWBTS grants you a license to use an assigned room within General Housing as your temporary residence during the Agreement period. The SWBTS Housing Agreement (“Agreement”) is not a lease to possess an apartment or room, nor to transfer to you any interest.
- III. **AGREEMENT PERIOD (Initial before relevant section):**
 - A. For students returning to the Residence Halls for the academic year, the Agreement Period is from Wednesday, August 11, 2021 – Friday, May 6, 2022.
 - B. For students living in the Residence Halls for the winter term, the Agreement Period is from Saturday, December 4, 2021 - Friday, January 14, 2022.
 - C. For students living in the Residence Halls during the summer, the Agreement Period is from Monday, May 9, 2022 - Friday, August 12, 2022.
 - D. For students living in the Residence Halls for spring only, the Agreement Period is from Saturday, January 15, 2022 - Friday, May 6, 2022.
 - E. For students living in the SWBTS Apartments, Townhomes, Carroll Park, or Perimeter Houses/Duplexes, the Agreement Period is from August 14, 2021 - May 20, 2022.
 - F. The Agreement Periods above may also include early arrival days and extended occupancy if that is preapproved in writing by SWBTS Office of Residence Life and Housing, such as students attending or working “Welcome Week”. In such cases, the Agreement Period would begin and end on the dates agreed upon in writing by the office of Residence Life and Housing. These additional occupancy dates may have additional charges.
- IV. **PERIOD OF OCCUPANCY:**
 - A. Unless approved in advance by SWBTS Residence Life and Housing, occupancy for students living in the Residence Halls begins at 9:00 am on the Saturday prior to the first day of classes (with the exception of the fall 2022 term) and ends 24 hours after your last final exam or the Friday of exam week at 11:59 pm, whichever is sooner. If you are graduating, you must move out within 24 hours of your commencement service, but no later than the Saturday following commencement at 2:00 pm.
 - B. Unless approved in advance by SWBTS Residence Life and Housing, the period of occupancy for Residence Halls does not include early arrival days, winter break, or summer. (Options may be available for off-agreement occupancy).

- C. Unless approved in advance by SWBTS Residence Life and Housing, occupancy for students living in the SWBTS Apartments, Townhomes, Carroll Park, and Perimeter Houses/ Duplexes is from August 14, 2021 - May 20, 2022 and includes all breaks.
- D. Unless approved in advance by SWBTS Residence Life and Housing, for students with an alternative beginning and/or ending date for the Agreement Period per Section III(F), your beginning period of occupancy will be the same as the beginning of the Agreement Period and your ending date will be the same as the end of the Agreement Period.

V. ***Obligations and Responsibilities of the Licensee:***

- A. You agree to pay all charges as they come due without demand and to comply with and abide by the SWBTS Student Handbook, the Residence and Community Policies, the Seminary and Texas Baptist College Catalogs, and all other SWBTS rules and regulations, which are now or, may in the future, be in effect, governing the Licensee's conduct or pertaining to SWBTS Housing (individually and collectively, the "Seminary Regulations"). In the event of conflict, the provisions of the Agreement control.
- B. You agree that your assigned room will be used only as your personal living space. You may not sell, assign, or sublease this Agreement.
- C. You agree that if you violate any of the terms or conditions of the Agreement or any of the Seminary Regulations you may be subject to disciplinary action, and/or, alternatively, this Agreement may be terminated and SWBTS may refuse to offer you a Housing Agreement in the future.
- D. You agree that if you engage in actions SWBTS determines are disruptive to the use and enjoyment of SWBTS Housing facilities by other students, or if you fail to adjust to and follow SWBTS Community Policies, you will be subject to disciplinary action and may be required to change residence within SWBTS Housing (and pay the room transfer fee), or, alternatively, this Agreement may be terminated and the Seminary may refuse to offer you a Housing Agreement in the future.
- E. You agree to keep your Agreement and student information updated with the Registrar's Office.

VI. ***CANCELLATION BY LICENSEE:*** You are responsible for the full costs of housing for the Agreement Period, unless requested and are granted the ability to cancel the Agreement in compliance with the provisions below:

- A. Before the start of the Agreement Period.
 - I. You must request cancellation of your Agreement by SWBTS Housing in writing. Phone cancellations are not accepted.
 - a. For Residence Hall agreements:
 - i. If you cancel the Agreement on or before July 1, you will be charged a \$250 cancellation fee. However, if you are **a first time SWBTS/SC resident or transfer student who has chosen not to attend the Seminary or College** and you cancel by informing Residence Life and Housing of your decision on or before May 1, you will not be charged a cancellation fee.

- ii. If you cancel the Agreement after July 1, you will be charged a \$500 cancellation fee.
 - iii. For spring only Agreements, if you cancel before December 31, you will be charged a \$250 cancellation fee. However, if you are **a first time SWBTS/SC resident or transfer student who has chosen not to attend the Seminary or College** and you cancel by informing Residence Life and Housing of your decision on or before November 30, you will not be charged a cancellation fee.
 - iv. For spring only Agreements, if you cancel after December 31, you will be charged a \$500 cancellation fee.
 - v. For summer Agreements, if you cancel your Agreement after May 1, you will be charged a \$250 cancellation fee.
 - vi. If you have an Agreement period pursuant to Section III(F) approved by SWBTS Residence Life and Housing and cancel the Agreement on or before 30 days before the beginning of the Agreement period, you will be charged a \$250 cancellation fee. If you cancel the Agreement less than 30 days before the beginning of the Agreement period, you will be charged a \$300 cancellation fee.
 - vii. If you have an Agreement period noted in III(F) approved by SWBTS Residence Life and Housing and cancel the Agreement on or before 30 days before the beginning of the Agreement period, you will be charged a \$250 cancellation fee. If you cancel the Agreement less than 30 days before the beginning of the Agreement period, you will be charged a \$500 cancellation fee.
- b. For SWBTS Apartment, Townhome, Carroll Park, and Perimeter House/ Duplex Agreements:
- i. If you cancel the Agreement on or before May 1, you will be charged a \$250 cancellation fee.
 - ii. If you cancel the Agreement after May 1, you will be charged a \$300 cancellation fee.

B. During the Agreement Period (Including early arrival dates)

- I. The ability to cancel the Agreement during the Agreement Period must be requested from SWBTS Office of Residence Life and Housing in writing and is not an absolute right. Cancellation of the Agreement shall not release Licensee from paying any obligation due to the Seminary for the period that the Seminary does not have a replacement resident and is unable to substitute a new resident. In any event mentioned below, you must (1) be released to cancel the Agreement by SWBTS Residence Life and Housing and (2) fill out the SWBTS Residence Life and Housing Release Request Form.
 - a. For Residence Hall Agreements:
 - i. If you withdraw from the Seminary voluntarily or involuntarily or fail to register with the Seminary during the semester in which the cancellation occurs, you must notify Residence Life and Housing in writing within 24-hours of withdrawal or by the 10th day of classes for failure to register (whichever is sooner). Once your withdrawal or non-registration is confirmed

by the Registrar, you will be charged a \$300 cancellation fee in addition to a prorated amount for use of the Residence Halls through the date that Residence Life and Housing received notice of official withdrawal or failure to register.

- ii. If you graduate from the Seminary/Texas Baptist College at the end of the fall semester, you must notify Residence Life and Housing in writing on or before November 15. Once your graduation is confirmed by the Registrar, you will be released from the Agreement as of the end of the fall semester and not be required to pay a cancellation fee. If you notify Residence Life and Housing in writing after November 15, you will be charged an additional \$150 cancellation fee.
 - iii. If you re-enroll in the Seminary during the original Agreement Period after canceling the Agreement under this section, and if Residence Life and Housing, at their discretion, allows you to reside in SWBTS Housing, you will be charged an additional \$150 to reinstate this Agreement.
- b. For SWBTS Apartment, Townhome, Carroll Park, and Perimeter House/Duplex Agreements:
- i. If you withdraw from the Seminary voluntarily or involuntarily or fail to register with the Seminary during the semester in which the cancellation occurs, you must notify Seminary Residence Life and Housing in writing within 24-hours of withdrawal or by the 10th day of classes for failure to register. Once your withdrawal or non-registration is confirmed by the Registrar, you will be charged a \$500 cancellation fee in addition to charges accrued through the month when Seminary Housing received notification of official withdrawal or failure to register.
 - ii. If you graduate from the Seminary/Texas Baptist College at the end of the fall semester, you must notify SWBTS Residence Life and Housing in writing on or before November 15. Once your graduation is confirmed by the Registrar, you will be released from the Agreement as of December 31, 2022 and only be liable for all charges under the Agreement through December 31, 2022. If you notify SWBTS Residence Life and Housing in writing after November 15, you will be charged a \$150 cancellation fee and be responsible for charges through the month that notification of graduation was received by SWBTS Residence Life and Housing.
 - iii. If you cancel the Agreement for a reason not stated above, in addition to liability for charges under the Agreement through the month in which you cancel, you will also be charged a \$500 cancellation fee.
 - iv. If you re-enroll in the Seminary during the original Agreement Period after canceling the Agreement under this section, and SWBTS Housing, at their discretion, allows you to reside in SWBTS Housing, you will be charged an additional \$150 to reinstate this Agreement.

VII. HOUSING ROOM ASSIGNMENTS:

- A. You are agreeing for space within the SWBTS Housing system, not for a specific building, room configuration, suite, or apartment. Only the person(s) assigned to your room by the Institution may reside in the room.
- B. If permanent space is not available, the Institution may assign you to a supplemental space until permanent space is available.

- C. The Institution reserves the right to make changes in housing/room assignments for such reasons as the Institution determines to be appropriate in its sole and absolute discretion, including, without limitation, space utilization, consolidation of residents, a student's medical condition, past behavior, criminal activity, roommate conflicts, pending disciplinary action, and non-compliance with the SWBTS Regulations. Further, the Institution may take such action as is necessary to control the use of rooms in the event of an epidemic or disaster or other conditions or circumstances that require such control.
- D. If you desire to change your housing/room assignment during the Agreement period, you must submit your request to SWBTS Residence Life and Housing (Apartments, Townhomes, Carroll Park, and Perimeter House/Duplex) in writing. If your request is approved, you will be charged a \$500 Transfer Fee. All housing/room assignment changes for the fall semester must be completed by August 1, 2021. All room changes for the spring semester must be completed on or before December 18, 2021.
- E. If vacancies occur in rooms during the Agreement Period, the remaining resident(s) must consolidate with another resident(s) in similar situation(s), or choose to pay the adjusted rate according to actual room occupancy. Available options depend on occupancy at the time of vacancy. Refusal by the remaining resident(s) to consolidate could result in an increased rate for lower occupancy.
- F. For dorm residents, you agree to the assignment of up to triple occupancy per room, if the demand for housing causes such.
- G. For single student (non-dorm residents), you agree to the assignment of a double occupancy room and the fees associated with that assignment. Triple occupancy rooms are assigned on a case by case basis and are not guaranteed throughout the Agreement period. If the occupancy in your room decreases from triple occupancy to double occupancy for any reason, you agree to pay the rate associated with a double occupancy room.

VIII. CHECK-IN TO SWBTS HOUSING:

- A. You may check-in on the first day of the Agreement Period, including early arrival dates.
- B. Check-in occurs when you accept a room key or place any belongings in a room at which point you are liable for the full amount of the Agreement.
- C. If you fail to check-in by 4 pm the day before classes begin, or after a scheduled late arrival date, the Institution will terminate your Agreement and you will be charged a cancellation fee as outlined in Section VI(B).
- D. For students living in the Residence Halls for the academic year, Residence Halls will close between the fall and spring semesters at 2 pm on Saturday following commencement. If you plan to return to the same room in the spring semester, you may leave your possessions in the room, but you will not be able to access the room between semesters. **For students living in the Residence Halls for the winter term (note: application required), the Agreement Period is from Saturday, December 4, 2021 - Friday, January 14, 2022.**
- E. The Institution may make a Residence Hall room available for special occupancy between semesters at an additional charge.

IX. CHECK-OUT:

- A. You must follow the Institution's check-out procedures to receive move-out clearance. Failure to follow these procedures will result in a \$150 improper check-out charge.

- B. If you fail to check-out by the last day of the Agreement Period or within 24 hours after you withdraw from the Institution, you will be charged a \$50 per day room charge for the holdover period. Further, you shall be liable for all damages, costs and expenses arising out of or related to your failure to complete a timely check out, including, without limitation, lost revenues, lodging expenses, and attorney's fees. Furthermore, you agree to indemnify the Institution and prospective residents for all such damages, costs and expenses.
- C. The Institution reserves the right to remove your property from SWBTS Housing upon the expiration of the Agreement Period or upon the cancellation or termination of the SWBTS Housing Agreement. The Institution may dispose of your personal property or store it at its sole discretion. If the Institution decides to store your personal property, you will be responsible for any costs to the Institution.

X. CARE OF FACILITIES; EQUIPMENT; PETS:

- A. You are responsible for keeping your room/unit in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to the room/unit, furniture or equipment. All costs associated with repairs arising out of or related to your failure to comply with the foregoing requirements shall be paid by you to the Institution promptly on demand.
- B. You specifically agree to be liable for damages or other loss that you or your guest(s) cause to Student Housing facilities, your room/unit, or any furniture or equipment, except for ordinary wear and tear. Title to the damaged property will remain with the Institution. You will be charged on a prorated basis for public area damage where responsible parties cannot be identified and where reasonable evidence exists that area students are responsible for the damage. You shall pay all such amounts to the Institution promptly on demand.
- C. No heating, cooking appliances or open flame devices, including microwave ovens or refrigeration units not provided by the Institution are permitted in Residence Hall rooms.
- D. Subject to Institutional Regulations, no pets are permitted in housing facilities, with the exception of Carroll Park. (note: application and fees are associated/required).

XI. CONDUCT:

- A. You must comply with all Institutional Regulations and all applicable state and federal criminal and civil laws, rules and regulations, including but not limited to those governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. Additional information regarding policies can be found in the Student Handbook and the SWBTS Community Policies.
- B. You agree to abide by all rules and policies contained in the Student Handbook, including those addressing moral behavior and advocacy consistent with biblical norms. Failure to act accordingly may result in the loss of your SWBTS Housing privileges among other disciplinary measures.

- XII. FIRE SAFETY:** Fire safety devices are installed in all SWBTS Housing facilities. Residents and guests must evacuate their residence any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and fines. Tampering with fire safety equipment is a violation of state law and SWBTS Regulations and may result in disciplinary action, including expulsion. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to the Office of Residence Life and

Housing the malfunction of any fire safety device, including smoke detectors in your room/unit. Candles are prohibited in the residence halls. If found, candle(s) will be removed from the residence hall unit by a SWBTS staff member, disposed of, and a fine will be issued.

XIII. MEAL PLANS; FLEX PLANS:

- A. Meal Plans A, B, C, and D are optional and available to students residing on campus in Student Village Apartments/Townhomes, Carroll Park, Seminary Duplexes, and perimeter houses. Please visit Campus Dining for meal plan pricing.
- B. All Texas Baptist College students living in the residence halls are required to purchase Meal Plan A which is included in the overall room and board amount.
- C. All Southwestern students living in the residence halls are required to purchase at minimum Meal Plan B which is included in the overall room and board amount. They can elect to have Meal Plan A.

2021-2022 Residence Hall Room and Board Pricing

	Single (Private Room)	Double (Shared Room)
Graduate Student Rate* (\$150 Dining Dollars)	\$3,780	\$3,280
Undergraduate Student Rate (\$150 Dining Dollars)	\$4,315	\$3,815

XIV. CHARGES AND FEES: You agree to pay all charges and fees when due without request to the Institution.

XV. RIGHTS AND OBLIGATIONS OF THE INSTITUTION:

- A. SWBTS personnel may enter your room/unit at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance, investigation of violations of law or Institutional Regulations, or in emergencies to ensure protection of health, safety or property. By signing the Agreement, you specifically agree to be bound by the Institution's inspection and entry policies as they now exist or may hereafter be amended, as set forth in the Institutional Regulations.
- B. The Institution has a duty to remedy or repair conditions materially affecting the physical health or safety of a student as established by applicable law. You will give written notice to the Institution specifying such conditions upon your discovery of such conditions. The Institution is not responsible for loss or damages to personal property as a result of fumigation or pest control. If repairs made by the Institution pursuant to this section were necessitated by the actions of the residents and not through normal wear and tear, you are liable for the repairs pursuant to Section X(B).
- C. The Institution is not responsible for loss or damages to personal property by theft, fire or other casualty, whether such losses occur in your room/unit, public areas, or elsewhere in SWBTS Housing. Items left in your room/unit or items temporarily stored by you in the Institution's storage areas when you check out will be disposed of by the Institution in accordance with Institutional policies then in effect.

- D. The Institution may terminate or temporarily suspend performance of any part of this Agreement without notice in the event of an emergency or exigency that would make continued operation of student housing not feasible. In the event that the Institution is prevented from completing the performance of any obligations under this Agreement by an act of God, disaster, or other occurrence whatsoever which is beyond the control of the Institution, the Institution shall be excused from the performance of such obligations to the full extent allowed by law.

XVI. **HEALTH INSURANCE/IMMUNIZATIONS:** It is strongly recommended that all residents of SWBTS Housing have health insurance. You must also be up to date on all immunizations including the following: measles, mumps, rubella, tetanus, diphtheria, pertussis, varicella, and hepatitis B. As required by Texas law, students 21 years of age and younger are also required to get the meningococcal conjugate vaccine. For additional information, please visit the Center for Disease Control and Preventions website, www.cdc.gov or contact the SWBTS Campus Medical Clinic.

XVII. **MISCELLANEOUS:**

- A. The Agreement may be amended or supplemented only by an instrument in writing executed by you and the Institution. The Agreement and all documents incorporated in it contain the entire Agreement of the parties and no oral understanding or Agreement not incorporated into the Agreement shall be binding on either of the parties.
- B. Where the SWBTS Community Policies conflict with the Agreement, the Agreement controls.
- C. The Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement shall be performable in Tarrant County, Texas. If any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
- D. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the SWBTS Housing Agreement, unless the context clearly indicates otherwise. "You", "you", or "your" refers to the Licensee.
- E. I understand that Southwestern Baptist Theological Seminary does not provide insurance coverage for my personal property and will not be responsible or liable for loss, damage or theft of my personal property. Therefore, I understand that I should obtain personal property insurance from an insurance company of my choice. Personal property insurance is particularly important if I maintain high value personal property in my residential space (such as electronics, computers, audio equipment, etc.). I understand that it is my responsibility to contact an insurance agent for coverage or any other insurance related questions or needs.
- G. Guests may not stay in SWBTS Housing for more than two (2) consecutive days without the prior written consent of SWBTS Residence Life and Housing, and no more than twice that many days in any one month. Persons of the opposite sex are prohibited from entering the residence halls. Persons of the opposite sex may never stay overnight. Overnight is defined as staying between the hours of 2:00 am and 7:00 am.

XVIII. **NOTICES:** Any notice, request, or other communication required or permitted to be delivered under the Agreement shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, electronic mail, overnight courier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to (1) Licensee at the address of Licensee's assigned SWBTS Box No. during the Agreement Period; (2) addressed to Licensee before or after the Agreement Period at their permanent address, or, if to the Institution, (3) addressed to the Institution at Residence Life and Housing (Residence Halls, Apartments, Townhomes, Carroll Park, and Perimeter Houses/ Duplexes), 2001 W Seminary Dr, Fort Worth, Texas 76115.

As evidenced by my signature below, I expressly agree, acknowledge, and accept the risk that I may be exposed to the coronavirus or Covid-19 as a result of visiting, being present, attending classes, or living at the Southwestern Baptist Theological Seminary or Seminary dormitory (together, the "Seminary"). I expressly agree to release, defend, indemnify, and hold harmless the Seminary and all of its employees, officers, representatives, agents, parent entity, affiliates, contractors, invitees, licensees, and anyone else acting by or on behalf of the Seminary (collectively, "Representatives") from any and all claims of every kind and character (including, without limitation, claims involving breach of contract, property damage, personal injury, disability, and death) including claims arising from the sole, joint or concurrent negligence, gross negligence, willful misconduct, omission or strict liability of the Seminary or its Representatives.

For a list of current rent rates, please visit; <https://swbts.edu/campus-life/student-life/student-housing/>.