

EXHIBIT 6

Section One: Community Life Mission Statement

Covenant of Professional Ethics and Behavior

Wesley Theological Seminary, rooted in Christian tradition, recognizes that theological education involves a rigorous academic formation. It is important that students recognize that the seminary holds certain legitimate expectations that students will act with integrity toward self and community. We expect the Covenant of Professional Ethics and Behavior to be honored in practice and in intent. Readiness for ministry will be gauged by faithfulness to this covenant.

The seminary covenants to welcome students as valued members of the community and treat them with respect, dignity, fairness and equity. The seminary also covenants to promote a safe and healthy environment, to promote a climate that nourishes professional, spiritual, personal, and emotional development, and to provide support services or referrals for assistance with personal issues and academic advancement.

Recognizing that as offspring of our Creator, called to live in community with God and one another, we commit to live in a covenanted relationship. Each student affirms and commits himself or herself to the following:

The Covenant of Stewardship

"I will be a faithful steward of and fully accountable for funds, property, and human resources related to my study and ministry.

I will be respectful of the time and energies of faculty, staff, and administration, and other students.

Use of Property

I will use seminary property (computers, dormitories, classrooms, etc.) only for its intended purpose.

I will do my best to make sure that property is respected and that maintenance needs are reported promptly. I will report situations that threaten the safety and well-being of the community.

Financial Accountability

I will act responsibly in incurring indebtedness, considering my potential for employment and my family and personal commitments. I will be responsible in meeting my financial obligations, including prompt payment of tuition and fees.

Timeliness

I will submit course work on time and take course attendance requirements seriously. Regular attendance in classes and timeliness in submitting work is a matter of respect and courtesy to faculty members and fellow students. When a deadline cannot be met, I must negotiate in advance with either the professor or the Dean as specified in their course syllabus and the Wesley Theological Seminary Catalog.

Special Needs

I will take responsibility to negotiate with the seminary about my special needs in accordance with seminary policy. Such conditions might include: learning disabilities, family emergencies, physical limitations, and severe illness. I will not undertake on my own the remedy of special needs of others in the community, including extended counseling, financial support, or inappropriate academic assistance.

The Covenant of Dignity and Inclusiveness

"I affirm that all persons at Wesley Theological Seminary should be treated with respect regardless of their race, sex, gender identity, sexual orientation, religion, marital status, political belief, national origin, physical and mental disabilities, age, or any other human condition.

I will respect each person's integrity, values, conscience, spirituality, and theology and will protect the welfare of all persons, considering the impact of my words and actions on those around me. I will be respectful in criticizing students, faculty, and staff, and I will be truthful and honest in relating to others.

Further, I have read and affirm the [Commitment to Diversity](#) as stated in the Handbook on pages 59-63 and the [Disabilities Statement & Procedures](#) on pages 66-68."

The Covenant of Self-Care

"I will manage my personal life in a healthful fashion and seek consultations with appropriately qualified persons for my personal problems or conflicts when necessary. I remain accountable for honoring the duty of spiritual growth, self-improvement, intellectual openness, and physical well-being."

The Covenant of Academic Honesty

"I recognize that all forms of academic dishonesty are detrimental to my integrity and to the community. I recognize that infractions of this covenant may lead to a review of my status in the community. I recognize that professors have authority to determine whether computers will be used for exams.

I have read and affirm the policy on dishonesty as stated in the Handbook under [Disciplinary Actions](#) on pages 24-25."

The Covenant of No-Harassment

“I will seek collegial relationships with colleagues, faculty and staff. I affirm Wesley Theological Seminary’s commitment to creating and maintaining a community in which students, faculty, and staff can work together in an atmosphere free of all forms of harassment and threats (verbal, visual, physical, and sexual)” as stated in the [Sexual Harassment Policy](#) on pages 70-73.

Personal and Professional Discipline

Whenever the Seminary is presented with a problem of inappropriate conduct, personal immaturity, or evidence of emotional or mental instability that could lead to disciplinary action, or when a student demonstrates behavior that brings into question fitness for ministry, the following procedure will be followed:

1. A written complaint regarding the student must be made to the Associate Dean of Community Life by the injured party or his/her representative. The complaint may be sent through regular mail or e-mail.
2. There shall be a preliminary hearing between the student whose character or conduct has been questioned and the Associate Dean of Community Life for the purpose of ascertaining the facts of the case. In that preliminary hearing, the student shall be informed of the information in the Seminary’s possession and the student shall be invited to respond. The student will be provided with a copy of this process. The possibility shall be explored that the charges are untrue or do not justify disciplinary action or that by some voluntary cooperation on the part of the student the matter may be brought to a just result without the necessity of formal action. The Associate Dean of Community Life shall then make a decision concerning resolution of the charges or referral to the Personal Development for Ministry (PDM) Committee. Decisions of the Associate Dean of Community Life may be appealed to the PDM Committee; decisions of the PDM Committee may be appealed to the Faculty.
3. If the matter is referred to the PDM Committee, the Associate Dean of Community Life shall write a letter to the student stating the nature of the evidence in the hands of the Seminary, and in what respects the evidence may indicate that the student lacks one or more of the characteristics of a degree candidate. The letter will request that the student meet with the PDM Committee, the Dean, and the Associate Dean for Campus Life no later than ten days after receipt of the letter, at a time and place designated.
4. The student will meet with the PDM Committee, the Dean, and the Associate Dean of Community Life. The student’s Faculty Advisor shall be invited to attend. Following this meeting, the PDM Committee shall make a decision concerning the resolution of the charges or referral to Faculty, in cases of dismissal.
5. Should the PDM Committee refer the student to the Faculty for dismissal, a letter will be sent from the PDM Committee to the Faculty through the Dean and to the student no less

than ten days before a faculty meeting. Such a letter shall include designation of the nature of disciplinary or other action to be taken. The student shall be given the opportunity to send comments or objections by letter to the Faculty through the Dean at this time. The Faculty upon motion duly made shall take action by ratifying, modifying, or vacating the recommendations of the Committee.

The Dean shall notify the student in writing of the Faculty's decision.

6. Students who are withdrawn from matriculation for such reasons may be considered for readmission by the Admissions Committee following appropriate assessment, consultation with the Associate Dean of Community Life, and a determination that the condition requiring withdrawal has been remedied. Please note that any international students studying on an F-1 visa must immediately consult with the Director of International Student Services at the start of any disciplinary hearing to be advised of their options for maintaining immigration status.

WESLEY THEOLOGICAL SEMINARY NRH HOUSING CONTRACT

The contract term for continuing NRH permanent residents is August 12, 2024 until May 16, 2025. The contract term for new NRH permanent residents is the move-in date (as scheduled with the Office of Residence Life) until May 16, 2025.

Move-out is scheduled for May 16, 2025, and keys are due by 12:00 PM unless renewal arrangements have been made according to the renewal procedure. Permanent residents completing their study at the conclusion of the fall semester are expected to vacate at the end of the semester at noon, and written notification must be received by the Office of Residence Life no later than November 15, 2024.

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

TERMS AND CONDITIONS FOR STUDENT HOUSING

ELIGIBILITY

Wesley Theological Seminary students may be considered for permanent resident housing in the NRH if they are enrolled in a minimum of 7 credit hours of coursework per fall and spring semester in a master's degree program. Residence in campus housing is limited to five consecutive years (as defined by the fall-spring contract). Wesley students may be considered for commuter housing in the NRH if they are enrolled in a minimum of 1 credit hour of coursework per fall and spring semester in a master's degree program. Non-degree students may be considered for commuter housing in the NRH after degree seeking commuter students have been placed.

NRH permanent residents are required to enroll in a total of 4 credit hours over the course of the two summer terms. Commuter housing is not offered during summer terms. Instead, commuter residents should explore weekly summer housing options.

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

OCCUPANCY STANDARDS

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

The following standards also govern on-campus occupancy at NRH:

- Single occupancy rooms in the NRH are limited to one resident.
- Adults of the opposite sex, other than husband and wife, may not occupy the same bedroom/apartment.
- Couples requesting housing together must be married or legally committed (civil unions or domestic partnerships) and are restricted to Carroll Hall.
- Children are not permitted to reside in NRH.

TERMS OF CONTRACT

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

All NRH permanent residents are obligated to purchase the meal plan available in the on-campus dining hall during the Fall and Spring semesters at the current rate. In the event of inclement weather, Seminary personnel will make every effort to continue to provide meal service to residents enrolled in the meal plan. However, if alternate meal service is unable to be arranged, residents will be responsible for making their own alternate meal arrangements. No refunds will be granted.

HOUSING DEPOSIT AND MOVE OUT

A housing deposit of \$200 must be paid to the Business Office before keys to a room can be obtained. A housing deposit of \$100 must be paid to the Business Office before keys to a unit can be obtained by a commuter resident. The deposit is payable by certified check, money order, traveler's check, personal check, cash, or credit card (MasterCard or Visa only) or bank transfer (International students only). The Pay-by-Phone number is 1-866-498-4011. There is no extra fee to use this service. The housing deposit must remain on

file with the Business Office during a resident's entire term of residency. If for any reason the deposit is withheld or refunded during residency, the resident is responsible for re-submitting an appropriate deposit.

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

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

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

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

1. The resident vacates housing without informing the Seminary.
2. The room has been damaged beyond normal wear and tear (as determined by the Seminary);
3. The room does not meet Seminary standards of cleanliness.
4. Anything owned by Wesley Theological Seminary has been removed from the room; (students can be billed for missing or damaged furniture—or internal system's damage due to holes put in walls).
5. The resident transfers or sublets the room to another person without prior permission from the Seminary.
6. All of the resident's belongings have not been removed from the room and storage areas by the designated check-out time.
7. The Business Office requests that the deposit be applied to rent or other past due charges.

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

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

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

RENT

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

- Payment to the Business Office for the entire term may be made in a lump sum no later than the first week of classes. The Business Office will accept cash, personal check, bank transfer (International Students only), Visa or MasterCard.
- Residents utilizing the Tuition Assistant Installment Plan may incorporate rental payments into their

plan. Rental fees will be divided into four payments and are due according to the dates set by Tuition Assistant. For more information, please make inquiries to businessoffice@wesleyseminary.edu, or visit <https://www.wesleyseminary.edu/finances/tuition-fees/>. Payments may be made online using Visa or MasterCard.

CONTRACT CANCELLATION AND REFUNDS

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

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

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

Permanent residents who choose to vacate at the completion of the Fall semester must notify the Office of Residence Life through the online renewal form on in writing no later than November 17, 2023. They will be responsible for all charges incurred during the Fall semester, but will be eligible for housing deposit refund. Move-out will be no later than December 20, 2023.

Commuter residents who cancel their housing after the second week of classes will be responsible for the entire semester's rental fees but will be eligible for the housing deposit refund. Written notification must be received by the end of the second week of classes. All keys are due promptly to the Office of Residence Life.

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

LIABILITY

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

COMMUTER RESIDENT PROPERTY AND LIABILITY

Commuter residents may leave personal items in their rooms at their own risk. All personal items left in the rooms hold be labeled and stored out of sight in the room's wardrobe, desk, or foot of bed drawer. No items should be left in shower stalls, surrounding bathroom sinks, on bookshelves or other areas of the room that should be clear and accessible to the next resident. The Seminary assumes no legal responsibility for the personal property of commuter residents. The Seminary strongly encourages all residents to obtain appropriate insurance for their property.

A commuter locker located in the Kresge building may be assigned to a commuter resident at the resident's request. Please contact the Community Life office for more information.

COMMUTER GUIDELINES

Commuter housing is available to commuter residents during the Fall and Spring semesters only, on the nights assigned to

each resident only. Commuter rooms are utilized by many residents throughout the week, so it is imperative that residents do not access the space before their assigned day and are prompt in vacating the unit. Commuter residents may access their room no earlier than 12:00 noon on the day of their assignment and must vacate no later than 12:00 noon on the day of departure. Commuter residents must return housing keys to the Office of Residence Life the week of December 20, 2023 (conclusion of Fall semester) or/and May 17, 2024 (conclusion of Spring semester).

Commuter residents may access all community areas in the NRH and utilize the kitchens for food preparation. Any personal food or cooking items must be stored in the room's designated cabinet or shelf in the kitchen.

Toilet paper and hand soap are provided for designated commuter suites in the NRH. Commuter suites will be cleaned at the end of each week during the semester, but it is necessary for commuter residents to leave units clean and orderly upon departure. These suites are used as guest housing when not assigned to commuter residents (typically weekends and holidays).

Commuter housing is available to commuter residents for 14 weeks per Fall and Spring semesters. Commuter housing is not reserved for the following weeks: Fall Reading Week (October 9-14, 2023), Fall Break (November 20-26, 2023), Spring Reading Week (March 4-9, 2024), and Easter Recess (March 27-31, 2024).

GUESTS

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

ENTRY AND INSPECTION

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

EXTERMINATION

Extermination service is provided by the Seminary. Exterminators and Seminary personnel will enter units periodically for extermination. Residents are asked to notify the Office of Residence Life 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 Office of Residence Life immediately to minimize contagion.

CONDUCT AND CONSIDERATION OF RESIDENTS

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

CARE OF PREMISE

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

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

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

AIR CONDITIONING AND HEAT

Power to the air conditioning units will be activated April 15th through October 14th. Heating will be activated October 15th to April 14th. Students can manually adjust the temperature within their rooms. Any tampering with the thermostats in the NRH units (including removal of the faceplate) will result in an automatic \$300 fine.

CHILDREN

Children may not live in the NRH.

PETS

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

EMERGENCY AND PREPAREDNESS

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

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

ALCOHOL & SMOKING

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

PARKING REGULATIONS

Parking is available for Wesley student residents. All spaces are unreserved. Wesley residents must display a valid (current) Wesley parking pass in order to park on campus. Parking permits may be obtained in the Business Office. One parking permit is currently included in the student fee. Cars parked without a permit are liable for any tickets incurred and are subject to towing at the owner's expense. Furthermore, parking illegally on the Wesley campus can

result in revocation of housing privileges. Abandoned or disabled vehicles will be towed at the owner's expense. For more information regarding parking on campus, please see the Wesley Student Handbook, or contact the Office of Community Life.

GENERAL SECURITY AND LOSS OF PROPERTY

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

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

FOOD DELIVERY

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

PROHIBITED OR RESTRICTED ARTICLES

1. Firearms, ammunition or air rifles are strictly prohibited.
2. Stoves and refrigerators are provided by the Seminary in designated spaces. Washers and dryers are provided by the Seminary in each building. Major appliances such as microwaves, coffee makers, hot plates, etc., are not permitted in rooms.
3. Rice Cookers are not permitted in dormitory rooms and must be supervised during use in community kitchens.
4. Personal property, including bicycles and any other outdoor gear may not be left at any time in hallways, stairways, or lobbies.
5. Units are furnished, and all furniture must remain in the room.
6. Locks may not be changed or installed without prior permission of the Seminary.

7. Alcohol use is restricted to individual rooms by those individuals 21 years of age and older. No public consumption of alcohol is permitted.
8. Space heaters & halogen lamps are not permitted on campus!
9. Candles and other open flames are not permitted due to the fire hazard they pose.

Name

Date

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

RULES

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

LOCK OUTS

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

KEY DUPLICATION & LOSS

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

Residents who lose metal keys will be charged a \$50 fee per lost key. These fees will be assessed to a resident's Wesley account. Residents who lose an access key card will need to contact the Registrar's Office regarding replacement and associated fees.

SEVERABILITY

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

GOVERNING LAW

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

EXHIBIT C

RULES AND REGULATIONS

Any and all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Housing Contract to which this Exhibit C is attached (the "Contract"). Resident acknowledges that Landlord shall have the right to assess reasonable charges for violations of these Rules and Regulations, and Resident shall pay such charges to Landlord in accordance with the Contract, even if the exact amount of any particular charge is not listed below or in the Contract. All of the Rules and Regulations shall apply to Resident's guests, and Resident shall be responsible for ensuring that Resident's guests comply with the provisions of this Exhibit C. Any reference to "Resident" in the below provisions shall apply equally to Resident's guests.

1. FACILITY.

- a. Resident shall use the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility for purposes of ingress and egress only. Resident shall not obstruct (or allow or cause bicycles, vehicles or other items to obstruct) the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility.
- b. Resident may not distribute, post, or hang any signs or notices in any portion of the Facility (other than the Bedroom and the Unit in accordance with these Rules and Regulations).
- c. Resident shall not leave bicycles in any area of the Facility, except on bicycle racks provided by Landlord (if any) in Landlord's sole discretion.
- d. Motorcycles, motor scooters, mopeds, or other vehicles with internal combustion engines are prohibited in any building within the Facility.
- e. Team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc. shall be limited to the designated areas (if any) only. In no event shall such sports be played in parking areas or the pool area.
- f. Resident shall not move or remove any furniture provided by Landlord in the Facility Common Areas. Moving or removing such furniture will be considered disorderly conduct or theft, and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
- g. Use of the Facility Common Areas (including, but not limited to, the Amenities) shall be limited to Resident, Resident's guests, and the other residents (and other residents' guests) of the Facility. Guests of residents using the Facility Common Areas and/or the Amenities must be accompanied by Resident at all times. If Resident's guest is sixteen (16) years of age or younger, such guest must be accompanied by a parent or guardian at all times. Landlord shall have the right, in its sole discretion, to prohibit Resident's guests from using the Facility Common Areas and/or the Amenities.
- h. All household trash and garbage must be placed directly in (and not around or in the vicinity of) the applicable trash chute, bin, dumpster, or compactor located within the Facility. In no event shall Resident dispose of any furniture, boxes, or construction debris in any of the trash receptacles provided by Landlord or elsewhere within the Facility. Resident shall not leave such trash and refuse in the Bedroom, the Unit, or other portions of the Facility. In no event shall Resident leave trash or refuse outside of the Unit for any time period, except for the placement of trash or refuse in the applicable trash chute. Should Resident fail to comply with this provision, Landlord reserves the right to charge Resident the Garbage Removal Fee, or such other fee as is reasonable under the circumstances, as determined by Landlord in Landlord's sole and absolute discretion. In addition, Resident shall be liable for the cost of any additional clean-up or repairs required as a result of any violation of this provision.
- i. Resident shall not operate any business within the Facility, including without limitation, a childcare service.

2. BEDROOM AND/OR UNIT

- a. Resident shall not place any signs in the Bedroom or the Unit that are visible from the exterior of the building in which the Bedroom and the Unit are located. All draperies, drapery linings, shutters or blinds visible from the exterior of the Unit must show white or off-white. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place. Neon or flashing signs cannot be displayed in any window.
- b. Resident shall keep clean and uncluttered the patios and balconies that are a part of the Bedroom and/or the Unit. Resident shall not hang (or allow to be hung) garments, rugs or any other items from any exterior of the Bedroom or the Unit (including, without limitation, windows, patios, and balconies). Resident shall not throw, drop or hang any item out of the windows of the Bedroom or the Unit, or off the balconies or patios of the Bedroom and/or the Unit. Resident shall not use the patios or balconies for storage purposes. Resident shall not fence in, wire, or otherwise enclose the patios and/or balconies. Furniture on the balconies and patios of the Bedroom and/or the Unit shall be limited to furniture designed for outdoor use. Resident shall be subject to a written warning, fine, or both for violation of this provision, in addition to any clean-up costs or repairs required as a result of any violation of this provision. Landlord reserves the right to deny placement of items deemed inappropriate on or about Resident's Unit.
- c. Resident may place a welcome mat in front of entry to the Unit; provided, however, in no event shall Resident place a rug or carpet remnant in front of the entry to the Unit.
- d. Resident shall not install (or cause to be installed) any electrical or telephone wiring in the Unit or in any portion of the Facility.
- e. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes, grease, and other foreign substances shall not be thrown in any plumbing apparatus.

- f. Except in the case of a fire, Resident shall not trigger the overhead sprinkler system in the Unit (if applicable). Resident acknowledges that a simple depression of the sprinkler head will result in a total draining of water from the overhead sprinkler system. To the full extent permitted by applicable law, Landlord shall not be liable for damages incurred if the overhead sprinkler system is triggered. If the overhead sprinkler system is triggered in the absence of a fire, Resident shall be subject to a written warning, the Sprinkler Fine, or both, in addition to any clean-up costs or repairs required as a result of any violation of this provision.
3. **PROHIBITED ITEMS.** Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility: (a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid-filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation pistols, rifles and other firearms, BB guns, paint pellet guns, numchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers), (h) live-cut Christmas trees, wreaths or other live decorations, (i) pool tables, (j) hot plates, candles, halogen lamps, space heaters, cooking grills, lighter fluid, or any other item that has a heating element or open flame, (k) aerials, masts or other short wave radio transmitting equipment, or (l) satellite dishes.
4. **ALTERATIONS TO UNIT.** Resident shall not modify any portion of the Unit (including, without limitation, the ceilings, floors, walls, shelves, closets) in any manner without Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion. Resident shall not place any decals, stickers or other adhesive materials on walls, windows or other surfaces of the Bedroom or the Unit. Posters shall be secured to the walls with push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using the proper picture-hanging hooks that do not penetrate through the dry wall boards. Resident shall not change the structure or appearance of the patios or balconies in the Bedroom and/or the Unit in any manner.
5. **ANIMAL.** All pets and animals are prohibited in the Bedroom, the Unit, or anywhere else on the Facility unless and until (a) Landlord has approved the pet or animal (which approval shall be granted or withheld in Landlord's sole discretion), (b) Landlord and Resident have executed an Animal Addendum (a copy of which is available at the Management Office), and (c) paid applicable fees. Animal and pet prohibitions apply to mammal, rodents, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit service or assistance animals from residing in the Unit, if Resident submits documentation from a health professional confirming the need for such service or assistance animal; however, such documentation from a health professional shall not be required in situations where there is an obvious need for the service or assistance animal. At Landlord's option, Landlord may elect to use a third-party pet screening service ("Pet Screening Service"). Should Landlord elect to use the Pet Screening Service, in addition to the requirements set forth above, Resident shall be required to enroll in the Pet Screening Service and comply with all obligations required by the Pet Screening Service, including but not limited to, the payment of any applicable fees charged by the Pet Screening Service in order to qualify the presence of such pet or animal at the Facility or in the Unit ("Pet Screening Service Qualification"). If Resident violates the terms of this provision, the following shall apply: (a) for the first (1st) violation, Landlord will issue Resident a written warning specifying the complaint, the Animal Violation Fee (First Violation) will be assessed against Resident, and Resident shall immediately remove the animal or pet from the Facility; and (b) for each additional violation, the Animal Violation Fee (Additional Violation) will be assessed against Resident, Resident shall immediately remove the animal or pet from the Facility, and (c) at the option of Landlord for any violation, there shall be an immediate Event of Default under the Contract. In addition to the Animal Violation Fee (First Violation) and Animal Violation Fee (Additional Violation), Resident shall be responsible for all costs and expenses related to a violation of this provision (including, but not limited to, cleaning and/or replacing carpet and pest control treatment).
6. **UTILITIES:**
- a. **IF RESIDENT CONTRACTS FOR UTILITIES:** Resident must cause all Resident Utilities (as such term is defined in the Utilities Addendum) except cable television, telephone services and/or internet services (to the extent such services are Resident Utilities under the Utilities Addendum) to remain active, even during university holidays.
- b. For all periods during freezing weather, unless Landlord instructs otherwise, Resident must, twenty-four (24) hours per day, (i) keep the Unit heated to at least sixty degrees Fahrenheit (60°F), (ii) keep cabinet and closet doors open, and (iii) drip water from all faucets. During warmer periods, Resident shall (i) not lower thermostat to less than sixty-five degrees Fahrenheit (65°F) as not to cause unit to freeze, (ii) not turn off system, or (iii) set temperature higher than seventy-five degrees Fahrenheit (75°F). Resident shall be liable for all damages incurred in connection with a violation of this provision, including, but not limited to, damages caused by broken pipes.
- c. For the duration of the Contract Term, Resident shall replace, at Resident's expense, the light bulbs (60-watt bulbs maximum) in the Unit. Colored bulbs are not allowed in any light fixture visible from the exterior of the Unit.
7. **INTERNET POLICY.** Resident's use of internet services and network access (collectively, the "Internet Services") in the Facility is subject to the following terms and conditions:
- a. Resident may not use the Internet Services in a manner that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Unit.
- b. Resident may not use the Internet Services to operate an Internet-based business.
- c. To the fullest extent permitted by law, Resident acknowledges and agrees that Landlord is not liable to Resident for any losses

incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident acknowledges and agrees that Resident does so at Resident's own risk.

- d. Resident shall not install network devices, whether wireline or wireless, to enable any person who does not reside in the Unit to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations, and must not interfere with the Internet Services or wireless systems operated by Landlord or any service provider at the Facility.
- e. To the extent that Landlord provides the Internet Services via a third party service provider, the following provisions shall also apply:
 - i. In connection with the Internet Services, the applicable service providers may need to access the Unit. Such service providers shall be permitted to enter the Unit in accordance with the provisions of the Contract.
 - ii. Resident shall not damage the equipment provided in connection with the Internet Services, and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, costs, expenses, and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Landlord is required to pay to the applicable service provider to cover the costs of any such damage.
 - iii. Landlord reserves the right, at any time and for any reason or no reason, to: (i) switch service providers, (ii) change the quantity and quality of the Internet Services, or (iii) discontinue Internet Services.
 - iv. If any sums due under the Contract are delinquent, to the extent permitted by applicable law, Landlord shall have the right to request that the applicable service providers interrupt or terminate Internet Services to the Unit (even if Resident subscribes services beyond those provided by Landlord) until Resident pays all outstanding sums.
 - v. Resident shall: (1) install, operate, and regularly update anti-virus software on Resident's computer; and (2) install and regularly update any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, the Internet Services provider's ability to provide the Internet Services to Resident or others at the Facility is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to the Internet Services provider's reasonable satisfaction that Resident's computer is free of viruses and the operating system is updated.

8. FIRE SAFETY

- a. Landlord may, but shall not be obligated to, provide barbeque grills in the Facility Common Areas. No other grills or hibachis are permitted in the Facility (including, without limitation, in the Units or the Unit Common Areas). Resident is responsible for any damage caused by improper use or violation of this rule and fines imposed pursuant to applicable law.
- b. Resident shall not tamper with, interfere with, or damage any alarm equipment and/or installations.
- c. Resident shall use fire warning devices and safety equipment only in an emergency situation. In the event of an alarm, Resident shall vacate the Unit immediately, and shall not return until instructed by the appropriate officials to do so. Residents who do not vacate their units during an alarm shall be subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and an immediate Event of Default under the Contract.
- d. Landlord will furnish smoke detectors as required by applicable law. For the duration of the Contract Term, Resident shall test the smoke detectors on a regular basis and pay for and replace batteries as needed, unless applicable law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. **RESIDENT SHALL NOT INTENTIONALLY DAMAGE, DISCONNECT, BLOCK, OR COVER THE SMOKE DETECTOR OR REMOVE A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY, AND RESIDENT SHALL IMMEDIATELY REPORT SMOKE DETECTOR MALFUNCTIONS TO LANDLORD. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE CONSIDERED AN IMMEDIATE EVENT OF DEFAULT UNDER THE CONTRACT AND SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESULT IN RESIDENT BEING LIABLE TO LANDLORD FOR ALL FINES INCURRED BY LANDLORD UNDER APPLICABLE LAW, ALL COSTS AND DAMAGES INCURRED BY LANDLORD AS A DIRECT OR INDIRECT RESULT OF THE INOPERATIVE SMOKE DETECTOR, AND THE SMOKE DETECTOR FINE.**
- e. Smoking is prohibited in all areas of the Facility. The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product, marijuana product, illegal drug, or other product in any manner or in any form. Any violation of this provision shall, at the option of Landlord, be an immediate Event of Default under the Contract. Resident shall also be responsible for the costs and expenses of cleaning and/or replacing carpet, furniture, or any other item due to any damage caused by a violation of this provision.

9. **KEYS; LOCK-OUTS.** Resident shall not change the locks to the doors of the Unit or the Bedroom. If Resident requests that Landlord change the locks to the Bedroom, the Unit and/or the mailbox, the Lock Change Fee will be assessed to Resident. In the event of a lockout, Resident shall contact the Management Office. Landlord may, but is not obligated, to provide after-hours lockout service and, if so provided, the After-Hours Lockout Fee shall apply. **In the event of an emergency, Resident should call 9-1-1.**

10. PARTY GUIDELINES

- a. All parties/gatherings of fifteen (15) or more guests must be registered with Landlord. Registration of parties/gatherings does not release Resident from any of its obligations under the Contract, these Rules and Regulations, or any other exhibits or

addenda attached to the Contract. No party of fifteen (15) or more guests may take place outside Resident's Unit at any given time or the party will be shut down.

- b. All parties shall be held in accordance with local laws and ordinances.
- c. The following shall apply to complaints concerning Resident's violation of this Section 10:

1st complaint: A written warning will be issued and the party will be shut down.

2nd complaint: A \$100.00 fine will be assessed against Resident and the party will be shut down.

3rd complaint: A \$200.00 fine will be assessed against Resident and the party will be shut down.

4th complaint: A \$300.00 fine will be assessed against Resident, the party will be shut down and Resident will become subject to eviction.

- d. Any violation of this provision may be considered an immediate Event of Default by Landlord.

- 11. DRUGS.** Illegal drugs and drug paraphernalia are prohibited in all areas of the Facility, including the Units. Resident shall not possess, manufacture or sell illegal drugs in any portion of the Facility, including the Units. The term "drug paraphernalia" includes, but is not limited to, bongs, hash pipes, blow tubes, vaporizers, and water pipes.

13. SERVICE REQUESTS

- a. **RESIDENT SHALL CALL 9-1-1 IN CASE OF FIRE AND OTHER LIFE-THREATENING OR PROPERTY-THREATENING SITUATIONS.**

Landlord offers responses to emergency service requests twenty-four (24) hours per day, seven (7) days a week. For after-hours emergencies, Resident shall call the Management Office's answering service at the Facility, or such other phone numbers provided by Landlord from time to time, and leave a message (i) identifying the affected Unit, (ii) explaining situation and the requested action, and (iii) providing the best contact number for Resident. If the Management Office determines, in its commercially reasonable discretion, that (x) the situation requires immediate attention, the Management Office will contact the proper service personnel, or (y) the situation does not require immediate attention, the Management Office will address the situation during normal business hours. For non-emergency service requests, Resident shall call the Management Office during normal business hours or place a work order online. Resident shall not enter into a contract with an outside vendor for service to the Unit, the Bedroom or the Facility without Landlord's consent, which consent shall be granted or withheld in Landlord's sole discretion.

14. NOISE.

- a. Residents will be respectful of the time and energies of faculty, staff, and administration, other students, and neighbors living near the campus.
- b. Resident may not make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as may constitute a nuisance or disturbance to other residents. Accordingly, the following shall apply to complaints concerning Resident's violation of this provision:
 - 1st complaint: A \$50.00 fine will be assessed against Resident.
 - 2nd complaint: A \$100.00 fine will be assessed against Resident.
 - 3rd complaint and any subsequent complaint: A \$200.00 fine will be imposed and Landlord may, at its discretion, declare an Event of Default under the Contract.
- b. Neither Resident nor Resident's guests may use the Facility Common Areas, including without limitation, the parking facilities, in a manner that interferes with the use and enjoyment of other residents.
- c. Any general noise disturbances (i.e., noise from pool music, parties, machinery, etc., should be reported to the Management Office (during business hours) or the answering service (after hours)). If after normal business hours, the answering service will contact the appropriate personnel to handle the disturbance.

- 15. Amenities.** To the extent available at the Facility, the following provisions shall apply to and govern the use of following specific Amenities:

- a. **Pool:** The Facility may be equipped with a pool. Resident hereby acknowledges that, unless required pursuant to applicable law, no lifeguard will be present at the pool, and Landlord shall not be obligated to supervise the pool, or cause the pool to be supervised. To the fullest extent permitted by applicable law, Resident's use of the pool is at Resident's sole risk. Resident shall abide by, and shall cause its permitted guests to abide by, below-listed rules applicable to the pool, as well as any additional rules posted by the pool:
 - i. Resident shall follow all rules posted in the pool area. In the event of a conflict between this Section and the rules posted at the pool area, the rules posted at the pool area shall govern and control.
 - ii. Resident shall not be permitted to have any more than one (1) guest in the pool area at any given time.
 - iii. No glass containers or alcoholic beverages are permitted in the pool area at any time.
 - iv. **NO DIVING IS PERMITTED.**
 - v. Access to the pool area is permitted during the posted hours of operation only.

- vi. No pets are permitted in or around the pool area.
- vii. Landlord reserves the right to prohibit any person from using the pool or accessing the pool area at any time.
- b. **Fitness Center:** The Facility may be equipped with a fitness center (the "**Fitness Center**") which contains a variety of fitness-related machines and equipment (the "**Fitness Equipment**"). Resident shall abide by all rules posted at the Fitness Center. To the fullest extent permitted by applicable law, use of the Fitness Center and the Fitness Equipment is at Resident's sole risk. In no event shall any of Resident's guests be permitted to use the Fitness Center or Fitness Equipment.
- c. **Tanning Bed:** The Facility may be equipped with a tanning facility (the "**Tanning Facility**") which contains one (1) or more tanning beds or other sunless tanning devices (each, a "**Tanning Device**" and collectively, the "**Tanning Devices**"). Resident shall abide by the following rules applicable to the Tanning Facility, as well as any and all additional rules posted at the Tanning Facility: (i) Resident shall use protective eyewear at all times when using any Tanning Device; (ii) Resident shall utilize a Tanning Device no more than one (1) time in any twenty-four (24) hour period; (iii) Resident shall obtain approval from a physician prior to using any Tanning Device if Resident is pregnant, Resident has a history of skin problems, or Resident is taking prescription or over-the-counter drugs; and (iv) Resident shall comply with all applicable laws regarding the use of Tanning Devices. In no event shall any of Resident's guests be permitted to use the Tanning Facility or any Tanning Device. **RESIDENT ACKNOWLEDGES AND AGREES THAT (I) THE FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR PERMANENT INJURY TO RESIDENT'S EYES, AND (II) EXPOSURE TO ULTRAVIOLET LIGHT CAN CAUSE RESIDENT'S SKIN TO BURN, AND MAY RESULT IN PREMATURE AGING OR SKIN CANCER. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE RULES AND WARNINGS STATED ABOVE, AS WELL AS ANY OTHER WARNINGS REQUIRED BY APPLICABLE LAW WITH RESPECT TO TANNING EQUIPMENT OR FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE TANNING FACILITY AND THE TANNING DEVICES IS AT RESIDENT'S SOLE RISK. WITHOUT LIMITING THE FOREGOING, RESIDENT HEREBY EXPRESSLY ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH), SICKNESS (INCLUDING CANCER) OR ACCIDENT WHICH RELATES TO THE USE OR THE MISUSE OF THE TANNING DEVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT HEREBY RELEASES LANDLORD AND THE LANDLORD PARTIES FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE TANNING FACILITY AND/OR THE TANNING DEVICES, (II) RESIDENT'S USE OR MISUSE OF THE TANNING FACILITY AND/OR THE TANNING DEVICES, AND (III) THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR LANDLORD PARTIES WITH RESPECT TO THE TANNING FACILITY AND/OR THE TANNING DEVICES.**
- d. **Juliette Balconies:** Resident acknowledges that the Unit may be equipped with one or more decorative balconies with narrow ledges and decorative railings. Resident acknowledges that, although the doors to the balconies open, the balcony is not designed to bear weight. Resident agrees that he/she will not (and shall inform Resident's guests that they may not) stand on the balcony, bear weight on the balcony, lean on the railings of the balcony, or hang over or off of the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses caused by or related to the use of the balcony by Resident or Resident's guests.
- e. **Balconies, general.** Resident acknowledges that the Unit may be equipped with one or more balconies. Resident agrees that he/she will not sit on the railing of the balcony, place items on the railing of the balcony, permit items to be thrown from the balcony, or hang over or off the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses, whether to person or property, caused by or related to the use of the balcony by Resident or Resident's guests.

16. PARKING AND TOWING.

- a. Resident shall not park any motor vehicle at the Facility until: (i) Landlord and Resident execute the Parking Addendum, (ii) Resident registers Resident's vehicle with Landlord, (iii) Resident obtains a parking permit (the "Parking Permit") from Landlord, if applicable, and (iv) Resident pays the Parking Fee, if applicable. Resident is not entitled to a Parking Permit, and Landlord reserves the right to decline to issue Resident a Parking Permit or to revoke a Parking Permit for any reason. If Landlord declines to issue a Parking Permit to Resident, or if Landlord revokes the Parking Permit from Resident, Resident shall not park at the Facility.
- b. Any motor vehicle parked at the Facility is parked at the risk of Resident or Resident's guests or invitees. Landlord is not responsible or liable for any loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and Resident hereby waives any claims against Landlord for any such damage. Landlord shall not be liable for damages or loss to person or property of Resident or Resident's guests or invitees caused by: i) Resident's failure to observe and maintain recommended security practices; b) Resident's failure to notify landlord of any problem or defect of the parking facilities; or c) any instance of theft or other criminal activity occurring at the Facility.
- c. If available at the Facility, parking may be provided for guests in the designated guest parking areas on a first come, first served basis. At no time are guests permitted to park in areas other than the designated guest parking areas as applicable. Landlord shall not be liable in any manner if there are not available parking spaces for the use of Resident's guests
- d. Motor homes, campers, trailers, boats, personal water craft, and vehicles with more than (two) 2 axles are not permitted on the property at any time.
- e. Resident shall not park a vehicle in any parking space specifically designated for the specific use of others, including but not limited to, guests, other residents or future residents, compact vehicles, electronically charged vehicles, and retail patrons.

- f. The parking spaces at the Facility shall not be used for any purpose other than parking. For avoidance of doubt, Resident shall not perform maintenance on or wash vehicles at the Facility. The parking space may be used only for parking passenger automobiles. The parking space may not be used for storage or for oversized vehicles, boats, RV, jet skis, or commercial vehicles. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense.
- g. Resident must be in compliance with all posted signs on the property, including but not limited to, speed limit signs and other traffic instructions, and signage related to parking pay stations or meters, or they will be cited and subject to tow without warning, at Resident's expense.
- h. Resident acknowledges that parking may be inadequate at certain times (including, without limitation, during sporting events, homecoming, graduation and other special events). In no event shall Landlord be liable to Resident for any damage or inconvenience caused by the unavailability of parking.
- i. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 16.
- h. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY LANDLORD TO RESIDENT REGARDING THE PARKING FACILITIES. LANDLORD NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) RESIDENT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM OR DEFECT RELATED TO THE PARKING FACILITIES, OR (B) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING IN THE PARKING FACILITIES.**

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

By: Landmark Properties, Inc, agent for the respective
owner of the Unit

Printed Name: _____

By: _____

Name: _____

Title: _____

SAMPLE PARKING & ACCESS ADDENDUM

This Parking and Access Addendum (this “**Addendum**”) is made and entered into as of «lease generated on» (the “**Effective Date**”) by and between «landlord name» (“**Landlord**”) and «responsible applicant names», an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with a start date of «lease start date» (the “**Contract**”) for a bedroom (the “**Bedroom**”) in the «property name» located at «owner address» (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. **Parking.** Resident acknowledges that parking is available in the designated parking areas at the facility for the use of Residents who have leased an individual parking space for the Monthly Parking Fee. **If Resident has elected to lease a parking space in the facility, Resident shall pay the amount listed below each month along with monthly Rent Installment. If no Parking Confirmation or Monthly Parking Fee is listed below resident will not have access to a parking space in the facility.** The terms of this Addendum shall coincide with the terms of the Contract and shall automatically expire upon the expiration of the Contract or any renewal or extension of the Contract.

Parking Confirmation: «item name»

Monthly Parking Fee: \$«rent amount»

a. The Parking Permit and/or Access Device, to the extent applicable, will be issued at move-in. Resident’s Parking Permit/Access Device is only valid for the vehicle Resident has registered with Landlord, (the “**Registered Vehicle**”). The Parking Permit shall be displayed at all times in the lower left-hand corner of the front windshield of the Registered Vehicle. If the Parking Permit is placed anywhere else or is not visible, the Registered Vehicle is subject to being towed or booted at Resident’s expense. Resident shall, without delay, provide Landlord with written notice if Resident has a change in vehicle, license plate, or both. If Resident loses the Parking Permit, Resident shall promptly obtain a replacement from Landlord and pay the Replacement Parking Permit Fee.

b. Resident shall only park in designated parking spaces or, if applicable, Resident’s assigned parking space. Landlord has the right to have Resident’s vehicle towed or booted at Resident’s expense if such vehicle (i) is parked in a loading zone, fire lane, on landscaping or grass, in front of dumpsters (if any) or on curbs, (ii) is double parked, (iii) appears to be abandoned, (iv) is not, with respect to Resident only, a Registered Vehicle, (v) appears to be in a state of disrepair, (vi) causes damage to the parking facilities, or (vii) does not have a current registration or inspection.

c. In the event the parking space, or as applicable, any portion of the parking garage, parking lot or parking area, including but not limited to sprinkler and other systems located thereon, is not maintained properly, is damaged, or is otherwise not returned in a condition satisfactory to Landlord at the End Date or the earlier termination of the Contract, Resident shall pay to Landlord all costs associated with repairing or replacing the same.

d. Resident shall not park any motor vehicle on the surface parking spaces of Wesley Theological Seminary or in the surrounding residential communities or other unauthorized areas. Short-term parking is permitted on Massachusetts Avenue when conforming to DC parking rules, meters, and times. Parking is never permitted on University Avenue or other residential streets within the Spring Valley area. Resident’s parking in these areas will be subject to ticketing and towing in accordance with DC parking enforcement rules and those of Wesley

Theological Seminary and American University. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 2(d).

e.

3. **Controlled Access.**

a. The Facility may be furnished with a controlled access device (the "**Controlled Access**"), subject to the terms and conditions of this Section. Resident acknowledges that any benefit Resident receives from the Controlled Access is incidental to the existence of controlled access. Resident acknowledges and agrees that the Landlord's installation and use of the Controlled Access does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security to Resident or any guest of the Unit. There is no guarantee that the presence of the Controlled Access will in any way increase personal security or safety of Resident, Resident's guests or their respective belongings. The Controlled Access can be rendered inoperative at any time. Resident acknowledges and agrees that Landlord has no obligation to maintain the Controlled Access, and Landlord may temporarily or permanently remove the Controlled Access at any time without providing alternative controlled access to the Facility. To the full extent permitted by applicable law, Landlord shall not be liable to Resident or any guest of the Facility for any injury, damage, or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Controlled Access, or for any injury, assault, vandalism or other crime occurring at the Facility. Resident acknowledges Landlord shall not be liable in any way for any disruption in the operation or performance of the Controlled Access.

b. Resident acknowledges that an access device ("**Access Device**") is required to operate the Controlled Access. Resident represents and warrants that Resident understands how to use the Controlled Access and how the Controlled Access functions. Resident will not act in any way to impair the use or function of the Controlled Access. Resident agrees to use reasonable care in the operation of the Controlled Access and to comply with any and all instructions, rules or procedures instituted by Landlord regarding the operation of the same. Resident hereby acknowledges that the Access Device is for Resident's sole and exclusive use and the use of such Access Device by any person other than Resident shall constitute a Default under the Contract. Should Resident fail to return the Access Device to Landlord upon request, or should Resident lose or damage the Access Device, Resident shall be liable for the Replacement Access Device Fee.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

«landlord name»

RESIDENT:

Printed Name: _____

By: «agent for landlord», its agent.

By: _____

Name: _____

Title: _____