# Austin Presbyterian Theological Seminary Housing Handbook

## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Information</td>
<td>1</td>
</tr>
<tr>
<td>Statement of Purpose</td>
<td>1</td>
</tr>
<tr>
<td>Declaration of Intent</td>
<td>1</td>
</tr>
<tr>
<td>Student Code of Conduct Policy Statement (from the Student Handbook)</td>
<td>1</td>
</tr>
<tr>
<td>Housing Policy Disclaimer</td>
<td>2</td>
</tr>
<tr>
<td>Types of Housing</td>
<td>2</td>
</tr>
<tr>
<td>CAMPUS HOUSING</td>
<td>2</td>
</tr>
<tr>
<td>STUDENT HOUSING</td>
<td>2</td>
</tr>
<tr>
<td>Apartments and Duplexes</td>
<td>2</td>
</tr>
<tr>
<td>Currie Residence Hall</td>
<td>2</td>
</tr>
<tr>
<td>Floor Plans</td>
<td>2</td>
</tr>
<tr>
<td>Definitions</td>
<td>3</td>
</tr>
<tr>
<td>Currie Residence Hall</td>
<td>3</td>
</tr>
<tr>
<td>Degree Programs</td>
<td>3</td>
</tr>
<tr>
<td>Dependent</td>
<td>3</td>
</tr>
<tr>
<td>Full-time Student</td>
<td>3</td>
</tr>
<tr>
<td>HERB</td>
<td>3</td>
</tr>
<tr>
<td>Housing Points</td>
<td>3</td>
</tr>
<tr>
<td>Intern / Internship</td>
<td>3</td>
</tr>
<tr>
<td>Lease Agreement</td>
<td>3</td>
</tr>
<tr>
<td>Married Student</td>
<td>3</td>
</tr>
<tr>
<td>Part-time Student</td>
<td>4</td>
</tr>
<tr>
<td>Single Student</td>
<td>4</td>
</tr>
<tr>
<td>Special Student</td>
<td>4</td>
</tr>
<tr>
<td>Student with Dependents</td>
<td>4</td>
</tr>
<tr>
<td>Student Housing: Eligibility and Assignments</td>
<td>4</td>
</tr>
<tr>
<td>Eligibility for Housing</td>
<td>4</td>
</tr>
<tr>
<td>Rules and Policies for Campus Housing</td>
<td>4</td>
</tr>
<tr>
<td>Who Can Live on Campus</td>
<td>4</td>
</tr>
<tr>
<td>Seminary of the Southwest (SSW) Students</td>
<td>5</td>
</tr>
<tr>
<td>AYAVA House</td>
<td>5</td>
</tr>
<tr>
<td>Presbyterian Exchange Program</td>
<td>5</td>
</tr>
<tr>
<td>Assignments</td>
<td>5</td>
</tr>
<tr>
<td>Incoming (New) Students</td>
<td>5</td>
</tr>
<tr>
<td>Deadlines for Housing Application</td>
<td>5</td>
</tr>
<tr>
<td>Mid-Year Incoming Students</td>
<td>6</td>
</tr>
<tr>
<td>Housing Unit Options and Eligibility</td>
<td>6</td>
</tr>
<tr>
<td>Exceptions to Assignments</td>
<td>7</td>
</tr>
<tr>
<td>Priority Assignments</td>
<td>7</td>
</tr>
<tr>
<td>Out-of-Priority Assignments</td>
<td>7</td>
</tr>
<tr>
<td>Special Circumstances</td>
<td>7</td>
</tr>
<tr>
<td>Special Students</td>
<td>7</td>
</tr>
<tr>
<td>Moving In</td>
<td>7</td>
</tr>
<tr>
<td>Changing Assignments</td>
<td>8</td>
</tr>
<tr>
<td>Current Students Moving onto Campus</td>
<td>8</td>
</tr>
</tbody>
</table>
Changing Assignments at End of Lease ................................................................. 8
Intra-Campus Moves .............................................................................................. 8
INTERNS AND STUDENT HOUSING .................................................................. 8
**Housing Points** .................................................................................................. 9
HOUSING POINT ALLOCATION .......................................................................... 9
To New Students ....................................................................................................... 9
To Transfer Students and Former Special Students ............................................... 9
Calculation Used for Transfer and/or Former Special Students .............................. 9
To Readmitted students ........................................................................................ 10
To Dual-Degree Students ....................................................................................... 10
To Interns (on Internships) .................................................................................... 11
To Students Married to Each Other ...................................................................... 11
HOUSING POINT EXPIRATION ......................................................................... 11
vs. Lease Termination Date .................................................................................. 11
Mid-Semester Expiration ...................................................................................... 11
Appeal for Additional Housing Points .................................................................. 11
Instructions for Submitting an Appeal/Request for Additional Housing Points ..... 12
**Charges** ............................................................................................................. 12
Rent ......................................................................................................................... 12
Deposits .................................................................................................................. 12
Security/Damage Deposit ...................................................................................... 12
Pet Deposit ............................................................................................................. 12
Deposits and Inner-Campus Moves ..................................................................... 13
**DEPOSIT REFUNDS** ....................................................................................... 13
Charges Against the Deposit(s) ........................................................................... 13
These include, but are not limited to: .................................................................. 13
Summer Storage Rate ........................................................................................... 13
**The Lease Contract** .......................................................................................... 14
Effective Date of Lease Contract ........................................................................ 14
Termination of the Lease Contract ........................................................................ 14
**STORAGE** ....................................................................................................... 14
Apartments ............................................................................................................ 14
Currie Hall .............................................................................................................. 15
Bicycles .................................................................................................................. 15
**GRIEVANCE PROCEDURES REGARDING HOUSING POLICIES** .............. 15
**HOUSING HANDBOOK UPDATES** ............................................................... 15
**In Residence: Living in Student Housing – An Alphabetical Guide** ............... 15
- Staff Contact ....................................................................................................... 15
- Grievances: Being a Good Neighbor ................................................................. 16
Alterations ............................................................................................................. 16
Children Playing on Campus ............................................................................... 16
Cleaning - Currie Hall .......................................................................................... 16
Damages ................................................................................................................ 16
Emergency Numbers ........................................................................................... 17
Equipment and Appliances ............................................................................... 17
Fire ........................................................................................................................ 17
Firearms and Weapons: see Weapons Policy ..................................................... 18
Floor Care .............................................................................................................. 18
Furnishings .......................................................................................................... 18
Garbage and Recycling ....................................................................................... 18
General Information
The Seminary welcomes students from a rich variety of traditions to study and grow together in this community of faith. Seminary housing is open to all qualified students without regard to age, race, ethnicity, gender identity, sex, or sexual orientation.

Austin Presbyterian Theological Seminary is related to the General Assembly of the Presbyterian Church (U.S.A.) which is governed by *The Book of Order* and *The Book of Confessions*. Together, these two documents comprise *The Constitution of the Presbyterian Church (U.S.A.*)

Statement of Purpose
The Board of Trustees of Austin Presbyterian Theological Seminary has adopted the following statement of purpose:

“For the glory of God and to proclaim the gospel of Jesus Christ, Austin Presbyterian Theological Seminary is a seminary in the Presbyterian–Reformed tradition whose mission is to educate and equip individuals for the ordained Christian ministry and other forms of Christian service and leadership; to employ its resources in the service of the church; to promote and engage in critical theological thought and research; and to be a winsome and exemplary community of God’s people.”

Declaration of Intent
As an instrument of the church, the Seminary is not merely an institution for academic study, and membership in it is not granted in answer solely to the private interest or personal decision of those who present themselves for admission, however thoroughly qualified academically. Both for faculty and student, membership in the community is by invitation and commitment. The call of God and the approbation of God’s people are appropriately attended by a declaration of one’s commitment and an acknowledgment of one’s obligation to make full use of all means to the cultivation of the gifts of God for fulfilling the ministries to which one has been called. This occurs not only by devotion to study, but also by responsible participation in the whole of the community’s varied life of worship and work, as well as by the exercise of personal prayer. The Seminary, therefore, invites its students to sign the following statement, which has been adopted by the faculty:

“In recognition of the claims of God upon me and in reliance upon God’s grace, I declare my intention to live responsibly in this community, to be persistent in the pursuit of learning, diligent in prayer and praise, responsive to the needs of my fellow members, and open to their efforts to contribute to my equipment for the service of Christ.”

Student Code of Conduct Policy Statement (from the Student Handbook)
“Austin Presbyterian Theological Seminary by its mission to educate and equip individuals for the ordained Christian ministry and other forms of Christian service and leadership, upholds particular standards and expectations in behavior for all its members in their life together. These qualities of life are grounded in a common faith in Jesus Christ, within which all people are regarded as children of God and are to be treated accordingly.”
The Student Code of Conduct outlines behavioral expectations, possible consequences, and the complaint-resolution process for behavior that violates the Code of Conduct.

**Housing Policy Disclaimer**
The policies stated herein are subject to change at the sole discretion of the Seminary. Policy changes are announced as they are made. The most current version of the Housing Handbook is found on Austin Seminary’s Student Portal and supersedes all previous versions.

**Types of Housing**

**Campus Housing**
Campus housing is defined as all temporary and permanent residential space on the Austin Seminary campus. In addition to Student Housing, Campus Housing includes temporary guest housing, McCord Center guest suites, Smoot Center, the President’s Condo, the Anderson House apartment reserved for the Zbinden professor, and Mission Ranch.

**Student Housing**
The Seminary’s Student Housing consists of multi-unit apartment buildings, duplexes, and one residence hall. Among the benefits our student residents enjoy are: subsidized housing rates; Seminary-provided water, gas, and Internet service; living within walking distance of classes, the library, and Shelton Chapel; and numerous opportunities to participate actively in the Seminary community.

**Apartments and Duplexes**
There are 44 units located on the central campus and 12 units located within a short walking distance from campus. (Note: After 2017, these 12 units will no longer be available.) In addition, Austin Seminary is constructing a new housing facility and anticipates the John and Sue McCoy House, containing 29 units, to be ready for occupation in August 2017. Further details about this project will be shared with the Seminary Community throughout the 2016-17 academic year.

Units range from two- to four-bedroom. In the duplexes, students must supply their own appliances – stove, refrigerator, and washer/dryer. Other housing units are furnished with refrigerators and stoves, and some have dishwashers, microwave ovens, and washers and dryers.

**Currie Residence Hall**
Currie Hall, with 32 single-occupancy rooms, is located at the center of the campus and provides residents with comfortable arrangements for study, rest and relaxation. Rent covers water and electricity, and Internet service. Each room has a phone jack, thermostat control, private bath, a bed (with storage) and mattress, built-in desk and bookshelves, chair, dresser, and a closet. Currie Hall residents also enjoy a community lounge that includes a full kitchen with stoves, microwave ovens, refrigerators, and individual food storage spaces, as well as a lounge area with cable television. Limited space for storage is located on the lower floor adjacent to the laundry and community lounge.

**Floor Plans**
Floor plan information is posted on the Seminary web site, under Admission and Financial Aid, Housing (http://www.austinseminary.edu/admissions/floorplans.html).
Definitions

Currie Residence Hall
The single student residence hall (dormitory)

Degree Programs
MATS    Master of Arts (Theological Studies)
MAMP    Master of Art in Ministry Practice
MAYM    Master of Arts in Youth Ministry
MDiv    Master of Divinity
MDiv/MSSW Master of Divinity (at Austin Seminary) and Master of Science in Social Work at The University of Texas at Austin. Also referred to as the Dual Degree program.

Dependent
A person 18 years of age or under who is claimed as a dependent by the student or spouse on the most recent federal income tax return.

Full-time Student
A student who has been admitted into a master’s-degree program (MATS, MAMP, MAYM, MDiv) and meets the criteria for being a full-time student as defined in the Catalogue.

HERB
The Housing Eligibility Review Board considers and decides on student appeals for additional Housing Points. It is comprised of the Vice President for Student Affairs and Vocation (Chair), the Academic Dean, the Vice President for Finance and Administration, the Assistant Dean for Academic Affairs and Registrar, and the Resident Life and Housing Coordinator.

Housing Points
Housing Points indicate the number of months that each individual student can occupy student housing. One point = one month of eligibility.

Intern / Internship
A student who is enrolled solely in a full-time, year-long (9 to 15 months) Supervised Practice of Ministry placement, Clinical Pastoral Education program, or other approved academic endeavor.

Lease Agreement
The provisions set forth in this Handbook, along with the terms outlined in the Lease Contract (a separate document) constitute the terms of the Lease Agreement. Failure to comply with these provisions will be grounds immediately to terminate the Lease Contract and repossess the housing unit. Both documents are subject to change each academic year.

Married Student
A Seminary student who is legally married to a member of the same or opposite sex and shares the common resources of life. All married students are required to submit evidence of legal marriage. A married student living apart from a spouse and, if applicable, a dependent child or children, is, for purposes of housing assignments, classified as a single student.
Part-time Student
A student in a master’s program who meets the criteria for being classified as a part-time student as defined in the Catalogue.

Single Student
An unmarried student; a married student living apart from a spouse and, if applicable, a dependent child or children.

Special Student
A non-degree student enrolled in master’s-level course work on either a full-time or a part-time basis.

Student with Dependents
A student accompanied by a spouse (by legal marriage) and/or a dependent child or children.

Student Housing: Eligibility and Assignments

Eligibility for Housing
Housing is assigned according to student eligibility and housing availability. Housing is not guaranteed, even for those eligible and some students may need to find off-campus housing. With the exceptions noted below (i.e., SSW Students, AYAVA House, Presbyterian Exchange Program) only students enrolled at Austin Seminary in a master-level degree program are eligible for student housing.

In general, the size of a student’s family determines the size of the housing unit available to that particular student. There is also a limited period of time in which a student can live on campus, based on the length of one’s degree program as defined in the academic Catalogue under Duration of Programs.

Rules and Policies for Campus Housing
All persons living in campus housing, including persons who are not Austin Seminary students, are subject to the rules, policies, and procedures contained in this Handbook. All persons living in campus housing are subject to the general institutional policies of Austin Seminary, found in the Seminary Catalogue, including the policies on Sexual Misconduct, Non-Discrimination and Anti-Harassment, Weapons, etc. In addition, all must abide by the Student Code of Conduct, and all residents of Currie Hall must sign and adhere to the rules for community life contained within the Currie Hall Covenant.

Who Can Live on Campus
Student housing is designed for students, their spouses, if applicable, and any dependent children age 18 and under. Other family members (e.g., parents, siblings; non-dependent children, dependent children over 18 years of age, etc.) are generally not permitted to reside in student housing with the student. Any exception must be approved by the Vice President for Student Affairs and Vocation.

Student housing, by definition, does not include the Seminary’s temporary guest housing, McCord Center guest suites, Smoot Cottage, the President’s Condo, the Anderson House apartment reserved for the Zbinden professor, or Mission Ranch.
Other Eligible Groups

Seminary of the Southwest (SSW) Students
At times the Seminary of the Southwest (SSW) is unable to accommodate fully their student housing needs. When those situations arise, SSW students may apply for housing at Austin Seminary. Consideration will first be given to Austin Seminary student housing needs, then to any Austin Seminary faculty or staff temporary housing needs. Once those needs are satisfied, requests from SSW students will be considered. Rent payments are coordinated by and made to the Seminary of the Southwest.

AYAVA House
A portion of campus housing units are reserved for an intentional community called AYAVA House which is designed to assist participants in the Young Adult Volunteers (YAV) program of the Presbyterian Church (U.S.A.), AmeriCorps, Peace Corps, or other similar program, with vocational discernment, service to the community, theological reflection, engagement in spiritual practices, and simple living.

Presbyterian Exchange Program
Students enrolled at another PC(USA) seminary taking courses at Austin Seminary as part of the PC(USA) Exchange Program are eligible for student housing at Austin Seminary on a space-available/non-priority basis. Contact the Resident Life and Housing Coordinator for more information.

Assignments
Housing assignments are approved by the Vice President for Student Affairs and Vocation. If a student wishes to appeal the decision, the appeal must be made in writing to the Vice President for Student Affairs and Vocation. The decision of the Vice President for Student Affairs and Vocation is final.

Incoming (New) Students
The order in which housing assignments are made for incoming students is based on the date one accepts the Seminary’s offer of admission by submitting the Intent to Matriculate form included with the letter of admission. The date this form is received in the Admissions office is the date used to prioritize housing requests. For students who are readmitted to a degree program, the date the Intent to Matriculate form for the most recent admission is submitted is used.

Access to the housing application is provided after the Intent to Matriculate form has been completed. The housing application and the appropriate deposits (security and, if applicable, pet deposit) must be submitted to the Office of Student Affairs and Vocation by following deadlines to avoid losing the priority established by submitting the Intent to Matriculate form.

Deadlines for Housing Application
- Fall term matriculation: May 31
- January term matriculation: September 30
- Spring term matriculation: October 31
- Summer term matriculation: February 28
Anyone who does not meet these deadlines will be considered for housing on a space-available, non-priority basis. When campus housing is exhausted, students will need to secure housing off campus.

**Mid-Year Incoming Students**
Students entering mid-year follow the procedure described for Incoming (New) Students, above. Understand there are limited housing units available mid-year. When no appropriate units are available, a waiting list is maintained.

**Housing Unit Options and Eligibility**
The primary basis for matching housing with students is the size of a student’s family. Below is list of student and family sizes and a description of the type and size of housing for which they are qualified.

A student who accepts an apartment for which they are not qualified based on family size (e.g., a student and spouse in a two-bedroom apartment), may be required to move if a unit that matches their eligibility becomes available.

Note: The ages and genders of a student’s children are considered but do not affect a student’s eligibility for a particular size of housing unit.

1. **Single Students and married students living singly (without spouse):**
   - Eligible for Currie Residence Hall single room and for a limited number of designated smaller One-Bedroom apartments.
   - Merit Fellowship recipients have priority over other students for room selection in Currie Hall.
   - May be assigned shared housing in multiple-bedroom units. See item 8, below.

2. **Student living with spouse:**
   - Eligible for a One-Bedroom apartment.

3. **Family with one child:**
   - Eligible for a Two-Bedroom apartment.

4. **Family with two children:**
   - Eligible for a Three-Bedroom apartment.
   - Has priority over a family with one child seeking a Two-Bedroom apartment.

5. **Family with three children:**
   - Eligible for a Four-Bedroom apartment.
   - Has priority over a family with two children seeking a Three-Bedroom apartment.

6. **Family with four children:**
   - Eligible for a Four-Bedroom apartment.
   - Has priority over a family with three children seeking a Four-Bedroom apartment.

7. **Student or immediate family member(s) with a documented disability:**
   - Eligible for ADA accessible units or other unit that accommodates disability (e.g., first-floor unit).
8. Single Students Sharing an Apartment:
   • When all other housing units for singles are full, single students will be offered the option to share a housing unit. Single students who wish voluntarily to share a housing unit may submit a request to the Resident Life and Housing Coordinator.

Exceptions to Assignments
Ordinarily, a family with children will not be considered for a one-bedroom apartment, nor will a single student or married couple without children be considered for a two-bedroom apartment. Exceptions will be made by the Vice President for Student Affairs and Vocation and only when it is necessary to maximize the Seminary’s usage of housing units.

Housing assignments are reviewed each spring to maximize housing usage for the fall term. This review may result in the reassignment of a student living in a housing unit outside their eligibility. For example, a student and spouse in a two-bedroom apartment may be moved into a one-bedroom apartment.

Priority Assignments
An assignment that matches a student (and family, if applicable) with a housing unit for which they qualify based on family size. A priority assignment means the student ordinarily has the first option to renew the lease for that unit at the end of the lease period.

Out-of-Priority Assignments
An assignment in which a student is placed in a housing unit for which they are not qualified based on family size (e.g., a student and spouse living in a two-bedroom apartment when they only qualify for a one-bedroom).

A student in an out-of-priority assignment may be required to move if a unit that matches their eligibility becomes available, or if their unit is needed for a student who is qualified for it.

A student in an out-of-priority assignment does not, at the end of the lease period, have the first option to renew the lease for their housing unit and may have to move.

If a student who is eligible for a particular-sized unit requests student housing, a student who is not eligible for the unit may be moved to a unit for which they are qualified.

Special Circumstances
Any student with needs or circumstances they believe warrants special consideration should discuss those circumstances with the Vice President for Student Affairs and Vocation.

Special Students
Special Students ordinarily are not eligible for student housing. When housing assignments are made to Special Students, it is for one semester only and is reconsidered on a semester-by-semester basis.

Moving In
Move-in Dates: For fall semester enrollment, students are permitted to move into student housing no earlier than August 1 for enrollment. For spring semester enrollment, students are permitted to move into student housing no earlier than January 15.
Move-in Scheduling: Contact the Resident Life and Housing Coordinator to schedule your date and time of arrival. Students are expected to check in with the Resident Life and Housing Coordinator during regular business hours. On the date scheduled for move-in, after the deposits are received, the Lease Contract is signed, and the Pet Application (if applicable) is completed (and pet deposit received), the Resident Life and Housing Coordinator will issue keys. Keys cannot be issued before the deposits are paid and the lease is signed. If you need to change a scheduled move-in date, contact the Resident Life and Housing Coordinator immediately to reschedule.

Inspection: The student resident is required to inspect the housing unit and note any problems on the Housing Condition Form checklist provided at the time keys are issued. This checklist should be returned to the Resident Life and Housing Coordinator within 2 weeks of check-in. The checklist will be used upon final move-out to assess any damage beyond normal wear and tear for which the student may be held responsible. Fill out the form carefully and thoroughly. Failure to complete and return the checklist will result in the student being held responsible for any and all damages to the unit upon move-out, regardless of whether the damages occurred prior to occupancy.

Changing Assignments

Current Students Moving onto Campus
Current students living off-campus can submit a housing application at any time during the year. Moves to campus are generally permitted only between the fall and spring semesters or over the summer. Students interested in moving on to campus should complete the Housing Application and submit the security deposit.

Changing Assignments at End of Lease
Each April, all residents of student housing are sent the Returning Students Housing Intent Form. Assignments for the following academic year ordinarily are made to these students in May. Failure to return this form to the Resident Life and Housing Coordinator by the stated deadline may result in loss of eligibility for a particular unit, even the unit in which the student currently resides.

Intra-Campus Moves
Students requesting to move to another unit on the Seminary campus will be considered on a case-by-case basis, in consultation with the Director of the Physical Plant, and if approved, will be assessed a non-refundable $250 housing transfer fee. Students are expected to honor all move-out responsibilities as addressed in the Move-Out section of this Handbook and also are liable for charges related to cleaning, damage, or loss.

Students ordinarily are not eligible for a “lateral move,” i.e., moving into an apartment of the same size and configuration.

Interns and Student housing
A student pursuing a year-long Supervised Practice of Ministry internship outside the Austin area ordinarily will be required to vacate Seminary housing for the duration of the internship. The completion of a year-long internship will not impact a student's eligibility for a final year of housing privileges.
Housing Points
Housing Points are a system by which each student’s period of eligibility for student housing is tracked. Each student is assigned Housing Points which correspond to the number of months that a student can live in the Seminary’s student housing. Housing Points are awarded upon one’s matriculation and vary by degree program (refer to the Catalogue, Program Duration).

One Housing Point is subtracted from a student’s Housing Point total for each month the student is enrolled in the degree program, regardless of whether the student resides on campus or off campus, and regardless of the student’s full-time or part-time status. Taking fewer courses than recommended for full-time study may result in Housing Points being exhausted before degree requirements are completed. Students who run out of Housing Points lose their eligibility to remaining in student housing. This can result in the termination of the student’s lease, thereby requiring the student to vacate Seminary housing.

Students are notified annually of their Housing Point status and how many points they have remaining.

Housing Point Allocation
Housing points are allocated to matriculated students as described below:

To New Students
Students entering Seminary for the first time are assigned the maximum number of Housing Points corresponding to their degree program:

- **MAMP** and **MATS** students are eligible for a maximum of 21 Housing Points or 21 months of student-housing occupancy. The MAMP and MATS degree programs are designed to be completed in 21 months of full-time study.

- **MAYM** students are eligible for a maximum of 33 Housing Points or 33 months of student-housing occupancy. The MAYM degree program is designed to be completed in exactly 33 months of part-time study.

- **MDiv** students are eligible for a maximum of 33 Housing Points or 33 months of student-housing occupancy. The MDiv degree program is designed to be completed in 33 months of full-time study.

To Transfer Students and Former Special Students
These students have earned credit at another theological school or at Austin Seminary as a Special (non-degree) student and will apply that credit to their Austin Seminary degree program. This reduces the number of credits remaining to be earned in the student’s degree program and shortens the amount of time needed to earn those credits. Because Housing Points are tied program duration, these students assigned a prorated number of Housing Points based on the number of credits still needed to complete the degree. The number of prorated Housing Points is tied to the amount of transfer credit awarded by the Academic Dean, and/or earned as a Special Student, and is determined upon matriculation, or at the time transfer credit is awarded. The following formula is used.

**Calculation Used for Transfer and/or Former Special Students**

**Formula:** \([\text{Degree Credits}] - \left[\text{Transfer/Special Credits}\right] \times \left[\text{Housing Points}\right] \div \left[\text{Degree Credits}\right]\)
BEGIN with the number of credits required for the degree (see Catalogue).

SUBTRACT the number of Transfer Credits awarded and/or Special Student credits earned.

MULTIPLY the result by the number of Housing Points initially allocated, based on degree program (see 1, above).

DIVIDE the result by the number of credits required for the degree.

If this number results in a student running out of Housing Points before a semester ends, points are added to allow the student to reach the end of that semester.

Example
A student is admitted into the MDiv program for the Fall semester (September). The MDiv program requires 180 credits. The academic dean awards 36 transfer credits or the student earned 36 credits as a Special Student. (A standard course at Austin Seminary is valued at 6 credits.) An MDiv student is initially allocated 33 Housing Points.

- 180 credits for the MDiv
- 180 degree credits – 36 transfer credits = 144.
- 144 X 33 Housing Points = 4752
- 4752 ÷ 180 degree credits = 26 Housing Points
- Because the student in this example would run out of Housing Points at the end of October (counting 26 months from a matriculation in September), 2 points are added to get the student to the end of the semester, in December.

To Readmitted students
Readmitted students are assigned the maximum number of Housing Points corresponding to their degree program less one (1) Housing Point for each month they were previously enrolled in a degree program. Transfer credits or Special Student credits, if applicable, are factored in. See previous section.

Example
A student is readmitted into the MDiv program. Previously this student had been enrolled in the MDiv program for 16 months. Since a maximum of 33 Housing Points are allowed for the MDiv program, this student is assigned 17 Housing Points (33 minus 16).

To Dual-Degree Students
Students enrolled in the dual-degree program (MDiv/MSSW) may qualify for up to 12 additional Housing Points in order to complete their degree. The MDiv/MSSW degree is designed to be completed in 48 months of full-time study. Dual-degree students accepted into both the MDiv and UT’s MSSW program can reside in Seminary housing upon matriculation into either degree program: the MDiv or the MSSW. Thus, a student beginning the dual degree as a full-time student at UT is eligible to reside in Seminary student housing.
**To Interns (on Internships)**

Students completing a full-time, year-long internship may be eligible for additional Housing Points based on the number of months of the internship.

**To Students Married to Each Other**

Two students married to each other are considered two individual students and are each assigned their own Housing Points.

When students married to each other enroll in Seminary at the same time, the number of Housing Points initially assigned to each is determined as described in the section “New Students,” above.

When the spouse of a current student subsequently enters a degree program at Austin Seminary, he or she is assigned Housing Points as described in item 1, above.

If students married to each other have different Housing Point allocations, duration of eligibility for the couple is based on the student with the most Housing Points.

**Housing Point Expiration**

When a student’s Housing Points expire, the student is no longer eligible to live in student housing. An exception is Mid-Semester Expiration (see below). In order to continue to live in student housing, the student must request and be granted additional Housing Points from the HERB (Housing Eligibility Review Board).

**vs. Lease Termination Date**

A lease can be terminated if Housing Points are exhausted before the termination date indicated on the signed Lease Contract, with the exception of point expiration mid-semester (see below).

**Mid-Semester Expiration**

A student who begins a term with a positive number of Housing Points but runs out of Housing Points before the term ends will normally be allowed to remain in housing until the end of the term. In order to remain in student housing beyond that point, the student must request and be granted additional Housing Points from the HERB (Housing Eligibility Review Board).

**Appeal for Additional Housing Points**

Students who exhaust their Housing Point allocation and who seek additional Housing Points can appeal to the HERB. This appeal/request for additional Housing Points must be made in writing to the Vice President for Student Affairs and Vocation before the student’s Housing Points are exhausted. **Deadlines** for submitting appeals are October 15 if points expire in the fall or January terms, and by February 15 if points expire in the spring or summer terms. The HERB meets as needed and is called by the Vice President for Student Affairs and Vocation. The HERB reviews the appeal, the circumstances and related issues, and makes the final determination on the student’s petition. The decision reached by the HERB will be given to the student in writing. If the student is granted additional Housing Points by the HERB, a new lease contract will be drawn up reflecting the new date of termination of the lease contract. All decisions of the HERB are final.
Instructions for Submitting an Appeal/Request for Additional Housing Points

- Your written request should be directed and addressed to the Vice President for Student Affairs and Vocation.
- Your request can be made on paper or emailed to studenthousing@austinseminary.edu.
  - If emailed, include the request as a separate attachment.
- In your request:
  - Provide the date your Housing Points expire.
  - Provide the date you intend to complete your course work.
  - Specify the calendar month through which you want your housing eligibility extended.
  - Specify the reasons you do not have enough points and why you need additional points.
  - Elaborate on your circumstances so that the Housing Eligibility Review Board will have a complete picture of your situation.

Charges

Rent
Rent is billed in advance for an entire term. New students are billed prior to their first term. Continuing students are billed in July for July 1 through December 31, and are billed in January for January 1 through June 30. Tenants may make arrangements to pay rent on a monthly basis with approval from the Seminary’s director of financial services. A signed promissory note covering a particular six-month rental period is required.

Deposits
A security deposit and, where applicable, a pet deposit is required and accompanies the Housing Application. Failure to post the appropriate deposit may result in loss of priority for housing or a particular housing assignment.

Deposits do not apply to rent, but are held as a guarantee that the student will occupy the unit for the period of the lease contract and to cover damage, loss, or cleaning charges. The deposit is retained as long as the student is enrolled and living in Student Housing, and it applies to each Lease Contract signed. It must be brought up to the full amount on demand if charges have been made against it.

Security/Damage Deposit
The security/damage deposit is $150.00 for Currie Hall, and $200 for all other units, and is due with the Housing Application. Housing applications are not considered complete until the deposit is received.

Pet Deposit
The pet deposit is $250.00 for each un-caged pet. There is a two (2) pet limit. Caged pets include rabbits, rodents, birds, and fish. Dogs and cats are NOT considered caged pets, even if crated. A student who acquires a pet while in Seminary housing must complete a Pet Application and post the appropriate deposit. Failure to report having a pet or pets will result in a $250 fine per pet in addition to the pet deposit(s). Pets are not allowed in Currie Hall.
Deposits and Inner-Campus Moves
Students making an inner-campus move will have their housing and pet deposits transferred to the new housing unit. If there are charges for cleaning, damage, or loss to the first unit upon check-out, the amount due will be charged to the student’s account.

Deposit Refunds
Deposits, reduced by any charges for cleaning, damage, or loss, will be refunded after the student formally vacates student housing. One’s student account must be clear with no indebtedness to the Seminary. If there are no charges for cleaning, damage, or loss refund checks will be mailed within fourteen (14) days to the forwarding address provided to the Seminary.

The student is liable for any charges for cleaning, damage, or loss that exceed the amount of the security and pet deposits.

Charges Against the Deposit(s)

These include, but are not limited to:
• Forfeiture of the housing deposit if the student cancels the lease contract, fails to occupy, or fails to register for classes. However, if cancellation is made more than thirty days before the date of occupancy, then only one-half will be forfeited.
• The cost of any repair or replacement necessitated by abuse, negligence, or alterations made to the housing unit.
• The cost of any cleaning necessary after vacating housing. Refer to the Checklist for Vacating of Premises at the end of this Handbook.
• A student’s rent in arrears upon graduation, approved leave of absence, or withdrawal from the Seminary.
• Failure to follow housing check-out procedures as outlined in this Housing Handbook (i.e., arranging for keys to be returned, completing paperwork, scheduling and completing a walk-through of the housing unit).

Summer Storage Rate
A Summer Storage Rate (i.e., reduced rent) is available for students who are living out of town during the summer term while officially enrolled for academic credit in Supervised Practice of Ministry or Clinical Pastoral Education. These rates reduce the hardship of maintaining two residences. The term Summer Storage means that no one is living in the housing unit while the student is studying out of town; that it essentially is being used as storage for the student’s personal property until the student returns to on-campus study.

All residents receive a Summer Storage Request form in the spring. The completed request is returned to the Resident Life and Housing Coordinator by the established deadline. The Resident Life and Housing Coordinator reviews all requests and informs students of their approval or denial. The Summer Storage Rate shall ordinarily be one half of the student’s rent per month, and will be applied for a maximum of 10 weeks.

Students completing a year-long internship who have been approved to remain in student housing are not eligible for the Summer Storage Rate.
The Lease Contract

Effective Date of Lease Contract
Leases are required to be signed prior to issuance of residence keys. The appropriate deposits (see Deposits) must be posted for a lease to be valid. The Lease Contract takes effect on the date it is signed. An intra-campus move generates a new lease.

Rents are prorated based on the move-in and move-out dates.

Utilities must be transferred into the tenant’s name (where applicable) within 3 business days or charges to the student will be calculated and deducted from his or her student account.

Termination of the Lease Contract
A lease ends on the termination date written into the Lease Contract. Eligible students continuing to live in student housing will be required to sign a new lease.

Failure to comply with the guidelines set forth in this Housing Handbook, including references to the Student Code of Conduct, constitutes grounds for immediate termination of the Lease Contract. Additionally, the Lease Contract will be subject to termination if at any time during the lease period anything occurs that causes a change in the tenant’s eligibility for student housing.

Listed below are examples of reasons a lease can be terminated before the termination date indicated in the Lease Contract. This list is not exhaustive.

- A student in an out-of-priority assignment must move to accommodate a student with priority eligibility.
- A student uses up allotted Housing Points;
- A student graduates from the Seminary;
- A student completes degree requirements;
- A degree student is reclassified as a Special Student;
- A student begins a year-long internship;
- A student withdraws from the Seminary;
- A student begins an official leave of absence from Seminary;
- A student begins an involuntary leave of absence from Seminary;
- A pet owner fails to post the required pet deposit or fails to provide the required Pet Application form or vaccination documentation.
- A student fails to comply with the guidelines and policies in the Housing Handbook or violates the Student Code of Conduct.

Storage

Apartments
The Seminary does not have the facilities to provide storage for students’ excess household goods or personal belongings. Students should make their own arrangements if storage space is needed. Storage sheds and/or portable buildings may not be erected or placed on campus.
Some apartment buildings have some small common storage rooms available on a first-come, first-served basis. Anderson House has a storage room in which each apartment unit has one small storage cage. Residents are responsible for providing a lock for their individual cage. Students using the storage room for their belongings do so at their own risk; the Seminary is not responsible, under any circumstances, for lost, stolen, or damaged property belonging to students.

Currie Hall
There is a storage room on the lower floor of Currie Hall in which the residents may store trunks, suitcases, and boxes. All items stored in this room must be clearly marked with the owner’s name and room number. Any empty boxes stored should be broken down in order to maximize the space available to other students. Students using the room for storage are responsible for the arrangement and cleanliness of the space. Students using the storage room for their belongings do so at their own risk; the Seminary will not be responsible, under any circumstances, for lost, stolen, or damaged property belonging to students.

Bicycles
The Seminary provides an on-campus bicycle shed (Bike Barn), located on the southeast end of and across the driveway from Anderson House. Students are responsible for cleanliness and organization of the facility. Students using the Bike Barn, bike racks, or storage areas for their belongings do so at their own risk; the Seminary is not responsible, under any circumstances, for lost, stolen or damaged property belonging to students.

Bike racks are located on the south side of Currie Hall, at the entrance of the Anderson House parking garage, and between the Trull and McMillan buildings, upper level. At no time are bikes to be left in hallways, breezeways, or chained to hall railings or any fences in any campus housing area. Any bicycles found stored in unauthorized locations will be removed by Maintenance staff on first offense. Owners must contact the Maintenance staff and schedule a time to retrieve their bicycle. On second or subsequent offenses, there will be a fine of $25.00 due for each incident.

Grievance Procedures Regarding Housing Policies
Students with grievances related to housing policies are asked to address their concern first with the Resident Life and Housing Coordinator. Should the matter not be resolved satisfactorily at this level, a student may then appeal to the Vice President for Student Affairs and Vocation. Appeals should be made in writing. The decision of the Vice President for Student Affairs and Vocation is final.

Housing Handbook Updates
The latest version of the Housing Handbook is available on the Seminary web site and student portal. The current version of the Housing Handbook supersedes all previous versions.

In Residence: Living in Student Housing – An Alphabetical Guide
- Staff Contact: Resident Life and Housing Coordinator, Office for Student Affairs and Vocation, located in the McCord Community Center, 2nd (middle) floor, Suite 200. This office is responsible for all aspects of student housing with the exception of rent payments, which are handled by the Office of Finance and Administration, located in the Trull Administration Building.
• **Grievances: Being a Good Neighbor**

If at any time you have an issue with another resident or their child(ren) or pet(s), please approach that person directly and ask for their assistance in mediating the matter. If that does not resolve your issue, speak next with the Resident Assistant for your housing area.

**Alterations**

**NO** alterations of Seminary property shall be made without prior approval of the Resident Life and Housing Coordinator and/or the Director of Physical Plant. This includes, but is not limited to, installation of closet organizers/shelving, wall shelving, installation of equipment such as TV cable jacks, telephone jacks, ceiling fans, carpet, construction of outdoor equipment, playscapes, etc. Paint, wallpaper, wallpaper borders, non-removable stickers and trim additions are also prohibited. If any such alterations are made, the Seminary may, at its sole discretion, charge the student for the cost of returning the unit to its original state. Any approved alterations deemed permanent by the Director of Physical Plant must remain in the unit when the resident moves out and become the property of the Seminary.

**Children Playing on Campus**

Children are allowed to play on the playground and in the common rooms of their buildings. These areas are not to be damaged or vandalized in any way. Children are not allowed to play in building hallways. Children should be under adult supervision at all times. The use of skateboards, in-line skates, bicycles, and similar items is strictly prohibited inside any Seminary-owned building. For safety purposes, children should not play in or near the creek area. If at any time you have an issue with another resident’s child(ren), please refer to Grievances, above.

**Cleaning - Currie Hall**

Each resident is responsible for the care of his or her own quarters. Cleaning implements are available in the basement-level janitor closet, next to the lounge. Please return these items promptly after use so that others may also use them. Trash must be taken directly to the dumpster located in the parking lot towards the library. Trash may not be placed in the hallway for any length of time. Recycling bins are provided on each floor in the common area hallway. Please review the bin labels for what is and is not accepted for recycling. The janitorial staff will empty recycling bins each Monday and Friday.

Janitorial service is provided for halls and common areas each Monday, Wednesday, and Friday.

Day to day cleaning of the kitchen/lounge area is the responsibility of the Currie Hall residents. This includes cleaning countertops, appliances, and other surfaces used by students. The janitorial staff will sweep, mop, remove trash from the kitchen, and do a light wipe down of the lounge/kitchen on Mondays and Fridays. A deep clean of the lounge/kitchen area and all common areas is completed once a year, during the summer.

**Damages**

Occupants are responsible for damages, beyond normal wear, to their residence, including bath, plumbing, fixtures, and Seminary-owned equipment (appliances, furniture, etc.). Such damage includes, but is not limited to: burns, stains, cuts, tears, holes, marks, breakage, etc. Damages need to be reported to Maintenance immediately so that repairs can be addressed.
Emergency Numbers

Housing-Facilities Emergency
- Student Resident Assistants for Keys, Lock-outs: 512-522-9192 (cell)
  - Note: This number automatically rings all 4 Resident Assistants.
- Maintenance Department (AC/Mechanical/Plumbing): 512-404-4881 (during office hours)
- On-Call Maintenance (24-hour on-call staff person): 512-900-1902 (cell, after hours)
- John Everett, Director of Physical Plant: 512-563-7257 (cell)
- Resident Life and Housing Coordinator 512-404-4885

Other emergency:
- Ambulance 911
- Fire 911
- Police 911
- In case of fire, medical or police emergency, also notify the Resident Life and Housing Coordinator 512-404-4885

Non-Emergency:
- Police/City of Austin, Non-emergency 311

Equipment and Appliances
Many of the apartments are provided with air conditioning equipment, refrigerators, stoves, dishwashers, microwave ovens, washers, dryers, etc. Please do not use any piece of equipment until you have read the available instructions and are sure that you understand its proper operation. If in doubt, ask the Maintenance staff for a demonstration.

Fire
In case of ANY fire not immediately controllable, call the fire department at 911. Also notify the campus contacts listed above under EMERGENCY.

Prevent fires by recognizing and avoiding hazards:
- **No explosives or flammable liquids** should be kept in your housing unit or elsewhere in the building.
- **Grills** should be at least 15 feet away from any structure while in use; there should be a minimum of 15 feet vertical clearance from trees and other structures. Propane tanks for gas grills are to be disconnected when not in use and should remain outside.
- **Fire pits, chimineas**, or similar open flame containers are not permitted.
- Use of **candles, halogen lamps** (bulbs) and open element heating appliances is strongly discouraged. Candles used should never be left unattended.
- **Never store items in the water heater closet.**
- **Avoid accumulating trash.**
- Use **extension cords** with care – don’t overload electrical outlets.
- Know the location of **fire extinguishers** and how to use them. Fire extinguishers and smoke alarms are installed in every apartment and are inspected annually.
- Abide by the Seminary’s tobacco use policy.
Firearms and Weapons: see Weapons Policy

Floor Care
There are many different types of floors in the housing units. Use the right types of cleaners and wax for the type of floor in the residence; the wrong type may cause damage. Confer with the Maintenance Staff if there are questions regarding acceptable cleaners. Remember that wax is a protective coating. Do not let it wear through and avoid a wax build-up. Water leaks should be reported to maintenance upon discovery to minimize damage. Damage resulting from failure to report water leaks on a timely basis can result in forfeiture of the deposit.

Janitorial staff will clean common areas of all apartment buildings on a regularly scheduled basis.

Furnishings
No Seminary furniture or equipment is to be moved (or exchanged), either from your housing unit or from a general use area. A record is maintained of the location of all items of furniture on campus. Residents are responsible for any damaged or missing furniture.

Garbage and Recycling
The apartment areas have two distinct methods of disposing of refuse based on the address. Find your address below and follow the disposal method indicated.

**East 30th Street Duplexes (105-C thru F, 201-A thru F and 205-A thru F):** Each student living in these duplexes pays for trash collection as a part of the utility bill from the City of Austin. Trash is collected on Fridays, except on holidays, along East 30th Street. Garbage bins and single-stream recycling bins are provided to each duplex by the City of Austin. The city currently recycles plastics #1-7, paper/paperboard, cardboard, glass, and aluminum or steel cans. Recycling is collected every other Friday, except on holidays, along East 30th St. Trash and recycling bins must be taken to the East 30th St. curb for pick-up.

**103 East 30th St. Bldgs. 2-5, and 402 E. 30th Street apartments:** The Seminary contracts with a private trash collector to provide dumpster service for students living in these apartment complexes. Dumpsters should remain locked at all times to prevent abuse. Help avoid insects and other pests by using plastic trash bags. Put all refuse in the dumpster, never on the ground. Please break down empty boxes before placing them in the dumpster or recycling bin to help avoid overflow. 103 East 30th St. Bldgs. 2-5, and the 402 East 30th St. building have single-stream recycling bins available at each building. Recycling is collected by the Seminary’s contracted company each Friday.

**Anderson House:** The Seminary contracts with a private trash collector to provide dumpster service for students living in Anderson House. Dumpsters should remain locked at all times to prevent abuse. Help avoid insects and other pests by using plastic trash bags. Put all refuse in the dumpster, never on the ground. Please break down empty boxes before placing them in the dumpster or recycling bin to help avoid overflow. Single-stream recycling bins are available next to the dumpster in the Anderson House parking lot.

**Currie Hall:** There is a trash bin on the south side of Currie Hall, at the end of the staff parking lot – Currie residents should dispose of trash in this bin. Help avoid insects and other pests by using
plastic trash bags. Trash is collected from the Currie Lounge on a daily basis. Single-stream recycling bins are located in the lounge area; recycling is collected by the Seminary’s contracted company each Friday.

Guests
Out of respect for other campus residents, guests are permitted to stay in student housing with their student host for a limited time, not to exceed 5 days. Should guest(s) need to stay longer than 5 days, consider on-campus guest housing in McCord Community Center. Contact the McCord desk at 512-404-4800 to make a reservation. There are fees charged (at the external rate) for McCord Center rooms and these are the responsibility of the guest and/or the student. The Seminary resident shall be responsible for the conduct of their guest(s), ensuring that they are not disruptive or disrespectful. Guests have no status, privileges or rights at the Seminary beyond those of the general public. If at any time you have an issue with another resident’s guest, please see the Grievances section, above.

Under special circumstances, e.g., the birth of a child or an accident or medical procedure that necessitates assistance, a care-giver staying for more than five days may be approved by the Vice President for Student Affairs and Vocation. In all cases a background check will be required.

Insects
Insect problems can be mitigated by maintaining a clean household and by promptly addressing infestations. The Seminary contracts with a chemical-free organic pest control service. Regular service visits occur in the 2nd and 4th weeks of every month, usually on Fridays. Should insects become a problem between these regular visits, submit a maintenance request to maintenance request@austinseminary.edu or contact the Maintenance Department.

Insurance: see Renters Insurance

Keys
Residents are issued one room/apartment key/building key card (where applicable) per registered adult resident upon move-in. Additional keys/key cards for registered children may only be purchased at the beginning of each semester for $50 per key/building access card. Additional locks may not be installed. Keys and key cards are the property of Austin Seminary and must be returned to the Resident Life and Housing Coordinator upon move out. The resident will continue to be charged rent until all keys have been returned. If a key is lost or not returned, the locks to that residence will be changed, and a lock fee will be incurred, in addition to the charge for lost keys.

Duplication or loaning of any assigned keys is prohibited. To request that an additional key to your residence be issued to someone not residing with you, complete the Key Authorization form and submit it to the Resident Life and Housing Coordinator, along with the appropriate fee. In the event that this person is not a current Austin Seminary student or campus resident, they must complete a background check at their expense, and meet the requirements outlined in the Background Check policy found in this Handbook, prior to receiving the key/building access card.

Key and Key Card Charges
Replacement for lost or stolen key or key card: $ 25.00
Apartment lock replacement due to key being lost or stolen: $ 25.00
Mailbox lock replacement due to lost or stolen key: $ 15.00
Additional copy of an apartment key or mailbox key: $ 5.00
Additional key card for student: $ 25.00
Additional key card for other family member: $ 15.00

Any key, lock or key card that needs to be replaced due to a malfunction of the hardware will be replaced for free.

**Laundry**
Coin operated washers and dryers are available for resident use in Currie Hall. Students assigned to housing units with washer/dryer hookups are responsible for supplying and installing their own washer and dryer. Gas dryer hook-ups can performed by the Maintenance staff (see page 26, Utilities).

**Lawn**
The Seminary contracts grounds care for all campus lawns. Lawns to be mowed must be clear of personal items. Any lawn furnishings should be moved periodically to avoid killing the grass. (i.e., pools, grills, large lawn furniture, sandboxes, playscapes, etc.).

**Light Bulbs**
Each housing unit will be fully equipped with light bulbs when a new resident assumes occupancy. The occupant is responsible for the purchase of replacement bulbs when needed and to leave all bulbs in working order when vacating the unit. Mounted light fixtures with fluorescent tubes and ballasts are maintained by the Seminary and at the Seminary’s expense. Currie Hall residents should report defective fluorescent lights to the Maintenance Department for repair or replacement.

**Maintenance and Repairs**
Items in need of repair or attention should be reported via an email maintenance request to maintenancerquest@austinseminary.edu. Most maintenance requests are addressed within 24-48 hours, depending on the nature and severity of the problem. For after-hours emergency maintenance please contact the On-Call Maintenance staff at 512-900-1902.

**Painting**
Painting by apartment residents is not permitted. If a unit is in need of paint or repairs, an on-line Maintenance Request can be submitted and a contractor or maintenance staff member will perform the task if it is warranted. Wallpaper, wallpaper borders, non-removable stickers and trim additions are also prohibited. If any such alterations are made, the Seminary may, at its sole discretion, charge the student for the cost of returning the unit to its original state.

**Personal Belongings**
The Seminary is not responsible, under any circumstances (including, but not limited to, fire, flood, or burglary), for the loss, damage, or theft of the personal property of students. Students are strongly encouraged to obtain renters insurance to cover such losses.

**Pets**
All pets permitted in Seminary Housing are expected to be housed within one’s housing unit. No pets, including cats, are permitted to roam free on the Austin Seminary campus. All must be walked with a leash (including cats).
Currie Hall
No pets are allowed in Currie Hall.

Apartment Units
Students living in campus apartments, with the exception of McCoy House, are permitted to have dogs, cats, and certain types of caged pets. There is a two (2) pet limit (excluding fish). A pet deposit of $250.00 per pet is required for each un-caged pet (See Deposits, above), and a Pet Application form must be completed for all pets (except fish) prior to move-in or acquisition of the pet. Failure to report having a pet or pets(s) will result in a $250 fine per pet in addition to the pet deposit(s). A student can be charged for any damage to the apartment unit caused by a pet, at the sole discretion of the Seminary. Pet owners must ensure that their pets do not disturb other residents. Residents are required both by Seminary policy and City of Austin ordinance to pick up their pet’s waste. If at any time you have an issue with another resident’s pet(s), please refer to the Grievance section, above.

Rabies Vaccinations
Pet owners must have proof on file in the Office of Student Affairs and Vocation of current rabies vaccinations for all pets. Proof of vaccinations must be submitted to the Office of Student Affairs and Vocation within 30 days of moving into Seminary housing or within 30 days of acquisition of a new pet and will be kept on record in the student’s file. The standard accepted age for initial rabies vaccination for dogs and cats is 4 months of age (Texas Health and Safety Code Chapter 826.021). Any resident who has or who acquires a dog or cat under 4 months of age must submit proof of vaccination no later than 30 days after the animal is first eligible for vaccination.

Failure to submit proof of vaccination within the 30 days will result in a fine of $50.00 per incident, charged to the student’s account. If the paperwork is still not submitted after 60 days, the Resident Life and Housing Coordinator may suspend the student’s right to have pets in student housing and request that any animals be removed from the housing unit. The State of Texas rabies vaccination schedule (Texas Administrative Code, Title 25, Part I, §169.29) requires that dogs and cats be:

- vaccinated against rabies by 4 months of age; and,
- given a booster one year after the initial vaccination.

Following these first 2 vaccinations, dog and cats can be vaccinated at either 1-year or 3-year intervals, depending on the type of rabies vaccine used. Residents must submit proof of booster and annual or three-year vaccination updates as requested by the Finance and Administration Office. Failure to do so will result in a fine of $50.00 charged to the student’s account. If the paperwork is still not submitted after 60 days, the Resident Life and Housing Coordinator may suspend the student’s privileges to have pets in student housing and request that any animals be removed from the unit.

Leash Law
Austin has a city Leash Law (Unrestrained Dog Prohibition ) which states that every owner of a dog and any person having charge, care, custody, or control of any dog shall restrain such dog from running at large (1992 Code Section 3-3-2(A) City of Austin Code, 3-4-1). Employees of the city, as designated by the City Manager, are authorized and empowered to enter upon any land, premises or public place and to take up and impound any dog which is observed by such employee to be running at large. For a list of
leash-free areas or dog parks, see www.ci.austin.tx.us/parks/dogparks.htm. The Seminary does not provide fenced areas for dogs.

Dog owners must have their dog on a leash any time the dog is not inside the housing unit – this includes inside building hallways, stairwells and elevators. Fenced playground areas are not permitted to be used as leash-free areas.

**Anti-Chain Ordinance** – The City of Austin adopted a “no-chain” ordinance in July 2007, effective October 2007, that prohibits the chaining or tying of any dog or cat on private property. The full ordinance is available on the City of Austin website http://www.ci.austin.tx.us/tlac/control.htm (2007 City of Austin Code, 3-4-2).

**Pets in public areas and buildings** - Pet owners must clean up after their pets in all public areas of the campus. Pets are not allowed in Seminary buildings, except in student residences, subject to the above rules.

**Parking**

**Availability**
Parking space is provided in a number of parking areas, both on- and off-road, conveniently located throughout the apartment area and at the west end of Currie Hall. Never park in a labeled parking space. Handicap spaces are reserved for those with handicap parking permits or license plates. Do not park in non-designated areas on campus, or block any driveway or sidewalk. Never park or drive on the grass, especially during move-in or move-out as the sprinkler system may be damaged.

Tenants in the 402 East 30th Street apartments are encouraged to park only one vehicle in the building’s covered parking area. Please park any extra vehicles in the uncovered spaces in front of or behind the building.

If you live in the Seminary apartments or duplexes, either on the central campus or 402 East 30th Street, please walk to the upper campus if you are physically able. DO NOT park in the spaces in the lot behind Currie Hall as these are designated for the use of Currie Hall residents and campus visitors. Students are not permitted to park in visitor, faculty, or staff spaces.

**Parking Permits**
Contact the receptionist at the McCord desk for all parking permit needs. You must have a current Austin Seminary parking sticker on your vehicle(s).

**Parking for Campus Residents**
Campus residents are issued one parking sticker for each licensed driver in their household at no cost. Additional parking stickers are $25.00 each.

Additionally, each student in student housing will receive ONE Campus Housing Visitor hang tag.

**Visitors Parking**
The Visitor’s hang tag must be displayed in the visitor’s vehicle at all times during their visit to the campus. Visitors of campus residents may park in lots designated for student parking. They are not to park in marked Visitor spaces on the Upper Campus.
Public Areas
Do not leave any garbage cans, trash, bicycles, furniture, or personal belongings, including toys and playthings, in hallways, on stairways, on lawns, or on any sidewalk. Children’s playthings should not be left in public areas. Currie Hall residents are responsible for cleaning the kitchen/lounge area - stove, microwave, refrigerator, counter tops, cabinets, etc. Recycling containers are located at various locations on campus. Please break down cardboard boxes before recycling. Do not deposit furniture or appliances into or next to any campus dumpsters. Residents are not permitted to wash cars on Seminary premises.

Renters Insurance
Students are strongly encouraged to obtain renters insurance. Renters insurance provides coverage against losses due to fire, smoke, lightning, vandalism, theft, explosion, windstorm, and certain types of water damage. The Seminary is not responsible under any circumstances (including, but not limited to: fire, flood, or burglary) for the loss, damage, or theft of the personal property of students.

Resident Assistants
Resident Assistants serve as resource persons for residents and coordinate programs and events to help foster community and familiarity for the residents in their building. They enforce housing guidelines and policies of the Housing Handbook and address any resident’s behaviors inconsistent with the policies of the Seminary’s Student Code of Conduct. Resident Assistants organize neighborhood community meetings at least twice a semester, help set the tone for proper concern for safety in their building, and communicate with residents about security issues and concerns.

Security
The cooperation and assistance of all residents is required for maintaining a safe and secure campus environment.

Accessing Residential Buildings
The main entrances to Currie Hall and Anderson House are equipped with access card readers. All outside doors are kept locked at all times. The 402 East 30th St. building has access gates at all stairways that require an access card. Only residents of the respective buildings and authorized staff are issued access cards to entry doors and gates.

Cautions
Do not prop open doors! Keep the door to your room or your apartment unit locked when you are not present. Watch your property as well as your neighbor’s. Do not hesitate to question the presence of strangers. If you feel that you are in danger or if you observe suspicious activity, call the police at 911, and then promptly notify your Resident Assistant or the Resident Life and Housing Coordinator. For more information on security on campus, refer to the Seminary’s policies on security and campus safety in the Student Handbook, and to the annual Clery Act Report, available in the Office of Finance and Administration.

Smoking Policy
Smoking is prohibited in all Seminary buildings and on Seminary property, except in the following designated smoking areas:
Upper Campus
Currie Hall, North lawn (behind the building).
- There are two picnic tables and a cigarette butt receptacle.

McMillan Building, West side, lower level by the McCord Building.
- There are two picnic tables and a cigarette butt receptacle.

Housing
The Seminary does not allow tobacco use in Currie Hall, Anderson House, McCoy House, or in guest housing. In all other residential facilities, smoking is permitted only within individual apartments.

By law, smoking outside within 15 feet from any building entrance is prohibited.

Subletting
Housing units or any portion thereof may not be sublet or rented out at any time.

Utilities Service

Electric
Hookup
Students living in apartment units, with the exception of those living in Anderson House, are required to contact Austin Energy, 512-494-9400, to establish electric service in their name for their housing unit; Currie Hall residents do not need to contact Austin Energy.

Concerns
Report any electrical concerns to the Maintenance staff first. If the problem does not stem from a maintenance issue or cannot be remedied by Maintenance staff residents will be instructed to contact Austin Energy, 512-494-9400. Maintenance will contact Austin Energy on behalf of Currie Hall and Anderson House residents regarding any issues unable to be resolved in-house.

Other
The Seminary is part of the PowerPartner Program working with Austin Energy to help control demand and cost to all residents. The Seminary has also enrolled in the Multifamily Program to enhance services with Austin Energy and control costs.

Gas
Gas service is established by and paid for by the Seminary. Report any concerns regarding gas service to the Maintenance staff first. Maintenance will then coordinate with Texas Gas as needed. For ANY emergency gas leaks, please call 1-800-959-5325. Gas hookups and disconnects for student-owned appliances are the responsibility of the student. The Maintenance staff will perform this task for fee of $35.00 each per hookup or disconnect, charged by the Seminary to the student. To arrange for this, the student should put their request in writing on a work order form. Twenty-four hours advance notice is required, and hookups/disconnects will be performed during the normal work week (Monday-Friday). Students may also contract with an outside vendor (plumber) to perform this work at the student’s expense.
**Vehicles**  
Each vehicle parked on Seminary property must be kept in working order so that it can be moved at any time under its own power. Vehicles must have current registration in accordance with the laws of the state in which they are registered. Inoperative vehicles, or vehicles without a proper permit will be towed at owner’s expense. Campers, trailers, boats, and RV’s are not allowed in Seminary parking areas.

**Water Beds**  
Water beds are not allowed in any Seminary housing units.

**Weapons Policy**  
The carrying or possession of any type of weapon or firearm on the premises of Austin Presbyterian Theological Seminary is strictly and absolutely prohibited by institutional policy and in accord with state law set forth in Section 1, Subchapter H, Chapter 411, Government Code, as amended by Section 411.2031 (also known as S.B. 11). This prohibition expressly includes those persons licensed to carry firearms (other than those who are licensed peace officers). The following weapons are prohibited: pistols, revolvers, and rifles (including pellet guns and BB guns), shotguns, armor-piercing ammunition, club or night sticks, compound bows, explosive weapons, firearm silencers, illegal knives, knuckles, machine guns, swords, and switchblade knives.

For purposes of this policy, the premises of Austin Seminary are defined as any property, building or portion of a building or property that Austin Seminary owns or occupies, whether on a temporary or permanent basis, and any off-site premises where Austin Seminary is conducting any activity sponsored by Austin Seminary. This includes all parking lots, parking areas, sidewalks, and walkways, and all vehicles and equipment owned by Austin Seminary. Any person violating this policy will be required to leave Austin Seminary’s premises immediately. Any employee or student found to be in violation of this policy will be subject to discipline, including immediate termination or dismissal. (Amended, 2015)

**Vacating Housing**  
Tenants are expected to vacate housing by the date their lease expires.

Students vacating student housing are responsible for ensuring that, prior to moving off campus,

- if continuing as a Seminary student, their student account is in good standing;
- if graduating or withdrawing from Seminary, their account is cleared;
- keys and access cards for housing, mailboxes, and buildings are turned in to the Resident Life and Housing Coordinator.
- forwarding address and contact information has been submitted. Any balance of the security deposit cannot be returned unless a forwarding address is on file.

The occupant is expected to vacate the residence on or before the termination date of the Lease Contract, or the date of any approved extension for graduates (see below).

**Extension for Graduates**  
Special effort is taken to accommodate graduating students who need extra time to negotiate a call or employment. Under ordinary circumstances, an extension of the Lease Contract of up to thirty (30) days
can be granted to students completing requirements and graduating in May (i.e., until June 30). Graduating campus residents will receive a form on which to indicate their anticipated departure date and, if needed, request an extension to their lease beyond May 31st. An extension of the Lease Contract for students completing degree requirements at any other time is dependent upon the circumstances and the availability of housing at that time.

Plan sufficient time for an orderly check-out:
1. Report the departure date to the Resident Life and Housing Coordinator no later than one week prior to move-out. Schedule a final walk-through appointment. **Failure to schedule and complete a walk-through, or to make alternate arrangements with the Resident Life and Housing Coordinator will result in the loss of $50.00 of the housing deposit.**
2. The housing unit, floors, appliances, carpets, etc., should be thoroughly cleaned, repairs made, trash and discarded items removed and properly disposed. A list of all move-out expectations and the potential financial cost of not meeting those expectations is included at the end of this Handbook.
3. Any damages, other than those attributed to normal wear and tear, or not listed on the Housing Condition Form, may result charges against the security deposits or the student will be billed.
4. Any fixtures (blinds, fans, etc.) removed and/or not returned to their original installed condition may result in an equipment and/or labor fee charged for replacement or reinstallation.
5. No furniture or appliances may be left in apartments after move out, **unless expressly approved by the Resident Life and Housing Coordinator.** Failure to comply may result in disposal fees charged against the student’s deposits or the student will be billed.

**Key Return**
- Keys and access cards for housing, mailboxes, and buildings are to be turned in to the Resident Life and Housing Coordinator.
- Do not leave keys in the apartment or with a neighbor.
- Keys may be dropped off at the McCord Center Desk **only if the student is instructed to do so.**
- The resident will continue to be charged rent until all keys have been returned.
- If any key or building access card is lost or not returned, the locks to that residence will be changed and a lock fee of $25, in addition to the $50 charge for each key or access card issued, will be incurred.

**Return of Deposits**
Security and pet deposits will be returned only after inspection and authorization by the Resident Life and Housing Coordinator. In most cases, deposits are returned within 14 days of vacating an apartment unit.
Background Check for Adult Non-Students Living in Campus Housing

Policy
In order to provide a safe living and learning environment for all students, the Seminary has adopted the following policy requiring background checks for adult non-students living in student housing. Note: Student housing is designed for students, their spouses, and any dependent children age 18 and under. Other family members – parents, siblings, non-dependent children, dependent children over 18 years of age, etc. – are generally not permitted to reside in student housing with the student. Any exception must be approved by the Vice President for Student Affairs and Vocation.

A background check confirms an individual’s suitability relative to the Seminary’s maintenance of a safe living environment for Seminary students and their families. Students undergo background checks as part of the admissions process. It is the policy of Austin Seminary that any adult non-student (i.e., spouse or other approved individual) intending to live in Seminary student housing is required to submit a background check to be eligible to live in Seminary housing. Except as noted below, a record of conviction and/or pending criminal charges does not automatically result in the exclusion of an individual’s eligibility to reside in Seminary campus housing.

Procedures for Background Checks on Housing Applicants
Requirement of background checks for adult non-students living in Seminary housing shall be effective as outlined below.

New Students and Others Not Currently Living in Seminary Housing
New matriculating students applying for Seminary housing or current students presently living off campus must indicate on their Housing Application form if an adult non-student will be living in Seminary housing with them, and any adult non-students must complete background checks through CastleBranch.com. Evidence of the completed background check must be submitted with the completed Housing Application. The cost of the background check is the responsibility of the applicant. The Housing Application will be considered incomplete until all background check information is received by the Seminary.

Results of Background Checks
Students are required to inform the Seminary of any adult non-students (i.e., spouse or other approved individual), who are or will be living with them in Seminary housing. Adult non-students who wish to live in Seminary housing are required to self-disclose anything that may be discovered during the background check process. Failure to inform the Seminary of any adult non-student person(s) living in Seminary housing or failure to self-disclose information that may be discovered by the background check process will be grounds for disciplinary action against the student up to and including immediate termination of lease and eviction from student housing, and dismissal from the Seminary. If the background check reveals a conviction, the Vice President for Student Affairs and Vocation will review the results and make a final determination whether to exclude the adult non-student from Seminary housing. In making this determination, the following factors will be taken into consideration: the nature and details of the conviction, the length of time that has passed since the offense occurred, how the crime relates to the individual’s living in Seminary housing, and evidence of rehabilitation. The Vice President for Student Affairs and Vocation or designee may ask for a written explanation of the offense.
Because of the risk of danger to children/minors living in Seminary housing, a record of any of the following will result in automatic exclusion from Seminary housing:

- Conviction of any crime against a child or vulnerable adult (including but not limited to child abuse, abandonment, neglect, and statutory rape);
- Conviction of any crime of violence;
- Conviction of any crime of a sexual nature, including but not limited to lewd conduct, sexual battery, sexual exploitation, rape, and statutory rape;
- Conviction of any crime involving unlawful use or possession of a weapon or firearm.

For purposes of this policy, the term “conviction” will be interpreted broadly and will include pleas of no contest, deferred adjudications, and similar dispositions. If a background check indicates pending criminal charges that, if a conviction resulted, would result in exclusion from Seminary housing, the candidate will be excluded from Seminary housing until final disposition of the charges.

None of the provisions of this procedure shall be used as the basis for illegal discrimination or retaliation against any individual or group.

**Record keeping**
Background check information collected under this policy shall be kept in a separate confidential file. The information shall be used for the sole purpose of considering the individual for Seminary housing and shall be disclosed only as permitted or required by law.

**Privacy**
During this process, the Vice President for Student Affairs and Vocation will take all steps necessary to protect the privacy of all individuals under this policy. Seminary policy and Texas and federal laws recognize a subject’s right to privacy in regard to background information collected under this policy and prohibit campus employees, volunteers, and others from seeking out, using, or disclosing such information except within the scope of their assigned duties.
Lease (Sample)

Date: August 1, 20______

Landlord: Austin Presbyterian Theological Seminary
Landlord’s Address: 100 East 27th Street, Austin, TX 78705

Tenant: ______________________________________________________
Tenant’s Address: ____________________________________________

Rent (monthly): $ ____________________
Rent (by term): $ ____________________

Termination Date: May 31, 20______
Security/Damage Deposit: $ 200.00
Pet Deposit (if applicable): $ ____________________

Use: Only persons who are enrolled in a master’s-level degree program at Austin Presbyterian Theological Seminary (referred to herein as “Austin Seminary” or the “Seminary”) are eligible to lease Austin Seminary dwellings as stated in the current version of the Seminary’s Housing Handbook. Exceptions must be approved by the Vice President for Student Affairs and Vocation. Tenant may use the Premises only as a home for personal and family use. Whenever the requisite connection with Austin Seminary ceases, or the Seminary has actual notice that the eligible person no longer resides in the Premises, Austin Seminary shall have the right to recover possession of the Premises.

LEASE CLAUSES AND COVENANTS

A. Tenant agrees:

1. TO lease the Premises for the entire term beginning on the lease commencement date or move-in date, and ending on the termination date.

2. TO accept the Premises in their present condition, “as is,” the Premises being currently suitable for Tenant’s intended use. Tenant must complete a move-in form for the unit, outlining conditions of the unit; the move-in form will be used to assess the condition of the unit upon Tenant’s vacating. Any conditions/damages not recorded on the move-in form will be considered the Tenant’s responsibility and will be charged accordingly to the Tenant.
3. **TO** obey all laws, ordinances, orders and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the housing policy adopted by the Landlord, including the most recent version of the Seminary’s Housing Handbook.

4. **TO** the request to pay the base rent to Landlord (i.e., Austin Presbyterian Theological Seminary) at Landlord's address in advance at the beginning of each academic term, or monthly if approved by Landlord in advance.

5. **TO** pay, as additional rent, all other sums due under this lease.

6. **TO** pay a late charge of 5% of any rent not received by Landlord by the fifteenth day of the month in which the rent is due. Rental payments or other charges not received by the Landlord by the due date may also subject the Lessee to bar against registration for classes; and withholding of grades, degree, transcript, or refunds.

7. **TO** pay all utility services used by Tenant and not provided by Landlord - Landlord provides water and gas services in all apartment units; Currie Hall residents are provided with electric and water service. All housing units are provided with internet service; Tenant is responsible for acquiring modem from the specified provider. Tenant will pay all other utility services, including, but not limited to, phone, cable and alternate internet services, unless specific agreement is made in writing with tenant otherwise.

8. **TO** allow Landlord to enter the Premises to perform Landlord’s obligations and inspect the Premises.

9. **TO** repair any damage to the Premises caused by Tenant.

10. **TO** submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

11. **TO** indemnify, defend, and hold Landlord harmless from any loss, attorney’s fees, expenses, or claims arising out of use of the Premises.

12. **TO** vacate the Premises upon termination of this lease.

**B. Tenant agrees:**

1. **NOT TO** use the Premises for any purpose other than that stated in the lease terms and definitions.

2. **NOT TO** (a) create a nuisance, (b) interfere with any other tenant’s normal occupancy or Landlord’s management of the building, (c) permit accumulation of any waste on the property, or (d) use the Premises in any way that is hazardous, would increase insurance premiums, or would void insurance on the building, or violate the policies, rules and regulations found in the most recent version of the Seminary’s Housing Handbook.

3. **NOT TO** change Landlord’s lock system.

4. **NOT TO** duplicate any assigned keys.

5. **NOT TO** make any modifications (defined below) to the Premises without Landlord’s approval.

6. **NOT TO** allow any lien of any type to be placed on the Premises.

7. **NOT TO** assign this lease or sublease any portion of the Premises.

**C. Landlord agrees:**

1. **TO** lease to Tenant the Premises for the Term unless terminated sooner pursuant to the terms of the this lease. Exceptions and subsequent cancellation of the Lease are permitted only with the approval of the Vice President for Student Affairs and Vocation.
2. **TO** obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building.

3. **TO** provide normal utility service connections to the Premises.

4. **TO** return the security/damage deposit to Tenant, less itemized deductions, if any, within forty-five days after the termination of this lease.

**D. Landlord and Tenant agree to the following:**

1. **MODIFICATIONS.** Modifications (including, but not limited to modifying interior/exterior walls, installing shelves, fixtures, etc.) are not permitted without the prior written approval of Landlord. Changes undertaken without prior written approval are subject to removal at the Tenant’s expense. All fixtures and improvements of the Premises become the property of the Seminary. Tenant is responsible for returning the Premises to its original condition prior to move-out inspection. Tenants are not permitted to disturb interior ceilings, or repair electrical, plumbing, heating, security equipment or glass.

2. **ABATEMENT.** Tenant’s covenant to pay rent and Landlord’s covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. **DEFAULT BY TENANT/EVENTS.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating the Premises, or (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) or (b) above.

4. **DEFAULT BY TENANT/LANDLORD REMEDIES.** Landlord’s remedies for Tenant’s default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant’s obligations; or (c) terminate this lease by written notice and sue for damages (including court costs). Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

5. **DEFAULT/WAIVER/MITIGATION.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Tenant has a duty to mitigate damages.

6. **CONTRACT CANCELLATION BY LANDLORD.** The Landlord may terminate this contract by written notice to Tenant, in accordance with Seminary policy, if the Landlord determines that damage by fire, water, or the elements makes the unit unfit for occupancy. Additionally, if the Landlord decides to vacate the unit to prepare for or conduct renovation, demolition, construction, or any similar activity on the unit, the building, or any part thereof; or if, in its discretion, the Landlord elects for any other reason to close the unit and/or the building. In any such event, if the Landlord does not offer Tenant alternate housing, this contract will automatically terminate in 30 days after Landlord provides notice, or sooner if Landlord should require sooner termination. Until the end of the period stated in such notice Tenant will still be bound by the terms of this contract. Tenant will be entitled to a prorated refund of the security/damage deposit, unless Tenant caused, permitted or contributed to such damage. Other than any applicable refund of the security/damage deposit, Tenant will not be entitled to any other recompense or damages for such cancellation.
7. CONTRACT CANCELLATION BY TENANT - Tenant may not cancel contract in order to vacate assigned unit prior to the Termination date without the written permission of the Vice President for Student Affairs and Vocation.

8. SECURITY/DAMAGE, and PET DEPOSITS. If tenant defaults, Landlord may use the security/damage and/or pet deposits to pay arrears in rent, to repair damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.

9. HOLDOVER. If Tenant does not vacate the Premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

10. ALTERNATIVE DISPUTE RESOLUTION. Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages.

11. ATTORNEY’S FEES. If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney’s fees.

12. VENUE. Venue is in Travis County.

13. ENTIRE AGREEMENT. This lease is the entire agreement of these parties, and there are no oral representations warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

14. AMENDMENT OF LEASE. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

15. LIMITATION OF WARRANTIES. There are no implied warranties of merchantability, of fitness for a particular purpose, or any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

16. NOTICES. Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or tenant at their addresses.

17. ABANDONED PROPERTY. Landlord may retain, destroy, or dispose of any property left on the Premises, including any property within the unit, within any parking or storage areas on the property, or on the general property, including the Bike Barn, at the end of the term.

18. SEMINARY HOUSING HANDBOOK. All matters as outlined in the most recent version of the Seminary’s Housing Handbook shall be considered part of this lease.

19. INSURANCE. The seminary assumes no responsibility and does not provide insurance or any other financial protection for the personal property of the Tenant, families, or guests. It is recommended that the Tenant obtain insurance protection against loss, damage, or theft of Tenant’s personal property.

20. Should a court find any clause in this lease unenforceable, such clause shall be enforced to the fullest extent allowed by law, the remainder of this lease shall not be affected, and all other provisions in this lease shall remain enforceable.

IN ACCORDANCE WITH YOUR LEASE CONTRACT, WE REQUIRE THAT YOUR LEASE TERM BE FULFILLED AND THAT THIRTY (30) DAYS NOTICE BE GIVEN ON OR BEFORE EXPIRATION OF YOUR LEASE. YOU MUST BE COMPLETELY MOVED OUT ON THE SPECIFIED MOVE-OUT DATE AND YOUR KEYS TURNED IN, OR YOU
WILL BE LIABLE FOR RENT. YOU MUST PROVIDE A WRITTEN FORWARDING ADDRESS BEFORE ANY DEPOSIT REFUND IS MADE. YOUR REFUND, IF APPLICABLE, WILL BE RETURNED WITHIN 14 DAYS, PROVIDED THAT A FORWARDING ADDRESS IS GIVEN.

TENANT:                                   LANDLORD:

________________________________________ Austin Presbyterian Theological Seminary

By: ______________________________________ By: ______________________________________

Date: ____________________________________ Date: ________________________________
Key Request Form (Sample)

Additional Keys/Building Access Cards May Only Be Purchased at the Beginning of Each Semester

I hereby request that Austin Presbyterian Theological Seminary issue a key and/or building access card (where applicable) to my Seminary residence (note full address):

________________________________________________________

To the following individual:________________________________________________________

For the following purpose(s):________________________________________________________

I understand that if this individual is not a current Austin Seminary student or resident, they must complete a background check prior to being issued this key. I also understand that I will be responsible for returning this additional key upon moving out of this unit. In the event of need for repair or replacement of lost, stolen, or damaged keys and/or building access cards I will accept full financial responsibility and hereby authorize a charge to my student account as indicated in the current Student Housing Handbook.

Signature ______________________________ Date ______________________________

Printed Name __________________________________________ Date ______________________________

To be completed by the person receiving the key/access card

Acknowledgment of Responsibility
I acknowledge that I am accepting full responsibility for this key and/or building access card. I understand that this key and/or building access card is being issued to me personally. It is not transferable to another person and shall not be duplicated. I agree to safeguard this key and/or access card from loss, theft, and damage and will immediately notify Austin Seminary and the above named student if the key and/or access card is lost, stolen, damaged, or there is a defect in the locking mechanism. Furthermore, I agree to access this residence only for the purpose(s) indicated above.

Signature ______________________________ Date ______________________________

Printed Name __________________________________________ Date ______________________________

SEMINARY OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Date Key / Access Card issued:</th>
<th>Access Card #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Fee Paid or Charged:</td>
<td>Amount:</td>
</tr>
<tr>
<td>Date Background Check Verified:</td>
<td>RLH Coordinator:</td>
</tr>
</tbody>
</table>
# Checklist for Vacating Premises (Sample)

## Move-Out Instructions

The following tasks must be done before vacating premises in order to receive a full deposit refund. A cost breakdown is indicated beside each item below so that you will know how much COULD be deducted from your security deposit if you do not leave the unit in the same condition as when you moved into it. If charges for cleaning, damages, or loss exceed the amount of the security deposit, the student is liable for those charges. Outstanding charges result in a hold on student records. NORMAL WEAR AND TEAR ARE EXPECTED.

**THESE ARE APPROXIMATE MINIMUM CHARGES:**

<table>
<thead>
<tr>
<th>A. GENERAL CLEANING, PER UNIT</th>
<th>$100.00-$150.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. KITCHEN</td>
<td></td>
</tr>
<tr>
<td>1 Oven: cleaned, no black spots, and broiler pan spotless</td>
<td>$15.00</td>
</tr>
<tr>
<td>Stovetop: pans under heating elements cleaned</td>
<td></td>
</tr>
<tr>
<td>2 Vent hood and filter cleaned</td>
<td>$20.00</td>
</tr>
<tr>
<td>3 Refrigerator cleaned: ice trays left in it</td>
<td>$15.00</td>
</tr>
<tr>
<td>4 Counter and cabinets: cleaned inside and out</td>
<td>$20.00</td>
</tr>
<tr>
<td>5 Sink: scrubbed clean and shiny</td>
<td>$10.00</td>
</tr>
<tr>
<td>6 Dishwasher: cleaned inside and outside</td>
<td>$10.00</td>
</tr>
<tr>
<td>7 Floors: swept and mopped clean/ including baseboards</td>
<td>$10.00</td>
</tr>
<tr>
<td>8 Drain stops in working order</td>
<td>$10.00</td>
</tr>
<tr>
<td>9 If no work is done by the resident, the cost will be</td>
<td><strong>$110.00</strong></td>
</tr>
<tr>
<td>C. BATHROOMS</td>
<td></td>
</tr>
<tr>
<td>1 Bathtub, Tile and Commode: cleaned including commode base (cost per fixture)</td>
<td>$10.00</td>
</tr>
<tr>
<td>2 Tile walls outside tub area: cleaned</td>
<td>$10.00</td>
</tr>
<tr>
<td>3 Caulk tubs as necessary due to cracks, or mildew stains</td>
<td>$25.00</td>
</tr>
<tr>
<td>4 Cabinets and Drawers: washed clean inside and out</td>
<td>$10.00</td>
</tr>
<tr>
<td>5 Sinks, Mirrors, Countertops: clean and shiny</td>
<td>$2.00</td>
</tr>
<tr>
<td>6 Towel rack, soap holders, and toilet paper holders wiped clean and sturdy in the wall</td>
<td>$10.00</td>
</tr>
<tr>
<td>7 Floors: swept and mopped clean, including baseboards</td>
<td>$5.00</td>
</tr>
<tr>
<td>8 If no work is done by the resident, the cost will be</td>
<td><strong>$72.00</strong></td>
</tr>
<tr>
<td>D. FLOORS</td>
<td></td>
</tr>
<tr>
<td>1 All Carpeted areas: vacuumed, including baseboards</td>
<td>$35.00</td>
</tr>
<tr>
<td>2 All tile floors: swept and mopped</td>
<td>$15.00</td>
</tr>
<tr>
<td>3 If Steam Cleaning is necessary, rates are:</td>
<td>$20.00</td>
</tr>
<tr>
<td>4 Stairs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Efficiency</td>
</tr>
<tr>
<td>---</td>
<td>------------</td>
</tr>
<tr>
<td>6</td>
<td>One-Bedroom</td>
</tr>
<tr>
<td>7</td>
<td>Two-Bedroom</td>
</tr>
<tr>
<td>8</td>
<td>Three-Bedroom</td>
</tr>
<tr>
<td>9</td>
<td>Four-Bedroom</td>
</tr>
<tr>
<td>10</td>
<td>Pet treatment (if pet has been present during lease term)</td>
</tr>
<tr>
<td>11</td>
<td>If no work is done by the resident, the cost will be</td>
</tr>
</tbody>
</table>

**E. STOREROOM AND CARPORT/DRIVEWAY OR GARAGE AREA**

<table>
<thead>
<tr>
<th></th>
<th>Storeroom: vacated and swept out</th>
<th>$125.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Carport or driveway: swept and any grease/oil spots removed</td>
<td>$20.00</td>
</tr>
<tr>
<td>3</td>
<td>Garage: swept clean and any shelves wiped off (all windows must be washed)</td>
<td>$25.00</td>
</tr>
<tr>
<td>4</td>
<td>If garbage must be hauled off from residence (does not include trash left on the street for scheduled city pickup)</td>
<td>$35.00 per bag</td>
</tr>
<tr>
<td>5</td>
<td>If no work is done by the resident, the cost will be</td>
<td>$295.00</td>
</tr>
</tbody>
</table>

**F. WINDOW/SCREENS and MINI-BLINDS or DRAPES**

<table>
<thead>
<tr>
<th></th>
<th>Each window and sill: cleaned, including patio door glass on inside</th>
<th>$10.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Window glass: if broken (including holes) or cracked</td>
<td>$120.00</td>
</tr>
<tr>
<td>3</td>
<td>Patio glass replaced</td>
<td>$250.00</td>
</tr>
<tr>
<td>4</td>
<td>Missing or damaged window screens/door screen</td>
<td>$35.00</td>
</tr>
<tr>
<td>5</td>
<td>Missing or damaged patio screen</td>
<td>$125.00</td>
</tr>
<tr>
<td>6</td>
<td>Missing or damaged drapes/mini blinds – Minimum</td>
<td>$40.00</td>
</tr>
<tr>
<td>7</td>
<td>Missing or damaged patio drapes/mini blinds – Minimum</td>
<td>$125.00</td>
</tr>
<tr>
<td>8</td>
<td>Cleaning fee for each pair of drapes</td>
<td>$45.00</td>
</tr>
<tr>
<td>9</td>
<td>Cleaning fee for each mini-blind</td>
<td>$10.00</td>
</tr>
<tr>
<td>10</td>
<td>If no work is done by the resident, the cost will be</td>
<td>$760.00</td>
</tr>
</tbody>
</table>

**G. OTHER REQUIRED CLEANING and MAINTENANCE**

<table>
<thead>
<tr>
<th></th>
<th>Clean all walls and ceilings, including vents and above door frames</th>
<th>$40.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>All walls and ceilings: nail holes filled and any other holes patched – Minimum</td>
<td>$50.00</td>
</tr>
<tr>
<td>3</td>
<td>Clean heating and A/C register</td>
<td>$25.00 - $150.00</td>
</tr>
<tr>
<td>4</td>
<td>Clean all light fixtures, wall cover plates and ceiling fans (if applicable)</td>
<td>$30.00</td>
</tr>
<tr>
<td>5</td>
<td>If no work is done by the resident, the cost will be</td>
<td>$120.00-$270.00</td>
</tr>
</tbody>
</table>

**H. LAWN AND YARD AREA (If Applicable)**

<table>
<thead>
<tr>
<th></th>
<th>All trash and debris must be picked up from the yard. If not ...</th>
<th>$125.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Fence and gates damaged or missing – Minimum charge</td>
<td>$200.00</td>
</tr>
</tbody>
</table>
If no work is done by the resident, the cost will be $325.00

## I. PAINTING AND GENERAL CHARGES
Charged to the resident when walls or ceilings have been stained, marked, or damaged beyond normal wear and tear. The Minimum Charges for Painting are as Follows:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Touch up</td>
<td>$200.00</td>
</tr>
<tr>
<td>2</td>
<td>Efficiency Apartment</td>
<td>$350.00</td>
</tr>
<tr>
<td>3</td>
<td>One Bedroom</td>
<td>$350.00</td>
</tr>
<tr>
<td>4</td>
<td>Two Bedroom</td>
<td>$400.00</td>
</tr>
<tr>
<td>5</td>
<td>Three Bedroom</td>
<td>$600.00</td>
</tr>
<tr>
<td>6</td>
<td>Four Bedroom</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

## J. EXTERMINATION
If pests are found in your dwelling you will be charged an “at cost” price equal to the amount the Seminary is charged.

## K. REPLACEMENT CHARGES

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lock replacement – Minimum for each lock</td>
<td>$75.00</td>
</tr>
<tr>
<td>2</td>
<td>Emergency Quick— Reference Guides missing</td>
<td>$40.00</td>
</tr>
<tr>
<td>3</td>
<td>Door replacement – Minimum for each door</td>
<td>$100.00</td>
</tr>
<tr>
<td>4</td>
<td>Door replacement (including door frame) – Minimum for each door</td>
<td>$195.00</td>
</tr>
<tr>
<td>5</td>
<td>Smoke Alarm replacement, each</td>
<td>$25.00</td>
</tr>
<tr>
<td>6</td>
<td>Fire Extinguisher replacement, each</td>
<td>$45.00</td>
</tr>
<tr>
<td>7</td>
<td>Compact fluorescent light bulb replacement, each</td>
<td>$5.00</td>
</tr>
<tr>
<td>8</td>
<td>Appliance light bulb replacement, each</td>
<td>$5.00</td>
</tr>
<tr>
<td>9</td>
<td>Ice tray replacement (if provided with refrigerator), each</td>
<td>$1.00</td>
</tr>
<tr>
<td>10</td>
<td>Ceiling Fan replacement (if applicable) – Minimum, each</td>
<td>$85.00</td>
</tr>
<tr>
<td>11</td>
<td>Light fixture replacement – Minimum, each</td>
<td>$50.00</td>
</tr>
<tr>
<td>12</td>
<td>Microwave Plate</td>
<td>$25.00</td>
</tr>
<tr>
<td>13</td>
<td>If all of the above must be replaced, the cost will be</td>
<td>$651.00-$1586.00</td>
</tr>
</tbody>
</table>

## L. KEYS

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Standard key not returned, cost per key</td>
<td>$25.00</td>
</tr>
<tr>
<td>2</td>
<td>Access Card not returned, cost per card</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

## M. TOTAL IF UNIT IS ABANDONED BY RESIDENT
$2800.00-$3900.00

ALL OTHER ITEMS DAMAGED, NEEDING REPAIR, OR REPLACEMENT WILL BE CHARGED ACCORDING TO THE CURRENT COSTS.
IN ACCORDANCE WITH YOUR LEASE CONTRACT, WE REQUIRE THAT YOUR LEASE TERM BE FULFILLED AND THAT THIRTY (30) DAYS NOTICE BE GIVEN ON OR BEFORE EXPIRATION OF YOUR LEASE. YOU MUST BE COMPLETELY MOVED OUT ON THE SPECIFIED MOVE-OUT DATE AND YOUR KEYS TURNED IN, OR YOU WILL BE LIABLE FOR PAYMENT OF ANOTHER FULL MONTH OF RENT. YOU MUST PROVIDE A WRITTEN FORWARDING ADDRESS BEFORE ANY DEPOSIT REFUND IS MADE. YOUR REFUND, IF APPLICABLE, WILL BE RETURNED WITHIN 30 DAYS, PROVIDED THAT A FORWARDING ADDRESS IS GIVEN.

Adherence to the above guidelines will avoid problems and make your move-out as smooth as possible.

**I HAVE READ AND UNDERSTAND MY MOVE-OUT OBLIGATIONS.**

<table>
<thead>
<tr>
<th>Resident’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Resident’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manager’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>