

# BRITE DIVINITY SCHOOL

## Brite Housing Agreement



I understand that this Agreement is a license to occupy space and not a guarantee to rent a specific apartment or room. Assignment is at the discretion of the Director of Brite Housing.

### I. INTRODUCTION AND GENERAL TERMS

- A. Leibrock Village of Brite Divinity School ("Brite Housing"), agrees to provide apartment space at Leibrock Village to the student, subject to the terms and conditions of this Agreement. The Academic Year begins on June 1, 2018 and ends on May 31, 2019. This Agreement will remain in effect until the expiration of the Agreement, until the student's eligibility ends, or upon the student's graduation, whichever occurs first, unless earlier terminated. Upon graduation, the student and his/her family will have forty-eight (48) hours to vacate the apartment. Written requests for rental extension beyond graduation will be considered by the Director of Brite Housing if received by Brite Housing at least one month prior to the student's expected graduation date.
- B. A renewal of this Agreement must be made by April 1 to assure occupancy for the 2018-2019 Academic Year.
- C. Students other than PhD students are permitted a maximum of forty-eight (48) consecutive months of occupancy at Leibrock Village. PhD candidates are permitted residency for a maximum of ten (10) consecutive semesters. No one may be in residency longer than sixty (60) months.
- D. Two-bedroom apartments will be assigned to families first. If vacancies exist, two single students may share a two-bedroom apartment. No single student may occupy a two-bedroom apartment alone, without written approval of Brite Housing.
- E. Consideration is given to the student's preference for an apartment unit. Assignments are made according to the student's priority, availability of apartments, and rules governing housing for disabled persons. Assignment of units shall be made without regard to race, color, national origin, religion, sex, gender identity, gender expression, sexual orientation, social class, age, disability status, citizenship status, membership or application for membership in a uniformed service, or any other category protected by applicable law.
- F. Leibrock Village apartments may be assigned to non-Brite Divinity School students who are graduate students of Texas Christian University if space is available. Such students are subject to all conditions and terms of this Agreement. Renewal of this Agreement will be considered after placement of all Brite Divinity School students who request Brite Housing by May 1.
- G. Terms of this Agreement are subject to change upon thirty (30) days' notice to students.

### II. TERMINATION

- A. Terminate or termination means the discontinuation of this Agreement between the student and Brite Housing. Termination occurs after occupancy and only when initiated by Brite Housing for any of the reasons set forth below. Brite Housing may terminate this Agreement upon the occurrence of any of the following:
  1. If the student's course load at Brite Divinity School, or Texas Christian University, drops below nine (9) semester hours, the student and his/her family, if applicable, may be required to vacate the apartment within two (2) weeks. SECURITY DEPOSIT WILL BE FORFEITED.
  2. If the student withdraws from Brite Divinity School or Texas Christian University, the student and his/her family, if applicable, must vacate the apartment within forty-eight (48) hours. SECURITY DEPOSIT WILL BE FORFEITED.
  3. If the student, his or her spouse or partner, a family member, or any guest engages in or commits any acts or instances of deception, dishonesty, family violence, or activities that disturb an academic environment, the student, his or her spouse or partner, family member and/or any visiting guest may be required to vacate the apartment within forty-eight (48) hours. SECURITY DEPOSIT WILL BE FORFEITED.
  4. If the student, his or her spouse or partner, a family member, or any visiting guest fails to comply with any part of this Agreement, or the rules, regulations and published policies of Brite Divinity School, including those policies, rules, and regulations in the Brite Housing Handbook, Brite Divinity School Student Handbook of General Information, and other applicable Brite Divinity School publications, the student and his/her family, if applicable, may be required to vacate the apartment. The terms of such

rules, regulations and published policies of Brite Divinity School are incorporated herein as though set out in full. Termination of the Agreement under this subparagraph shall permit Brite Divinity School to require the student, his or her spouse, family member and/or any visiting guest occupying an apartment to vacate within 48 (forty-eight) hours. Unless otherwise permitted by Brite Housing, the SECURITY DEPOSIT WILL BE FORFEITED.

5. If the student is dismissed from Brite Divinity School or Texas Christian University, the student and his/her family, if applicable, must vacate the apartment within forty-eight (48) hours. The SECURITY DEPOSIT WILL BE FORFEITED.

### III. FEES AND PAYMENTS

- A. Fees for Brite Housing are charged to the student's University Student Account by the semester. Semester terms: June 1 to July 31, August 1 to December 31, and January 1 to May 31. Payment of Brite Housing fees are subject to the rules and regulations as established by the Financial Services Office, Texas Christian University which are sanctioned by Brite Divinity School. Brite Housing fees include electricity, cable TV, internet access, water, trash pickup, and one parking space per bedroom.
- B. Brite Housing reserves the right to increase fees based on increased energy surcharges.

### IV. CONDITIONS

- A. Brite Housing agrees to provide an apartment in a reasonably safe and livable condition.
- B. Student will be held responsible for any and all damage, loss, or cost of repairs or service caused anywhere in Leibrock Village by student, student's family or student's guest or by student's improper use or negligence. Charges for damages, lost key(s), and parking violation(s) will be added to the student's University Student Account.
- C. NEITHER BRITE DIVINITY SCHOOL, BRITE HOUSING NOR TEXAS CHRISTIAN UNIVERSITY IS RESPONSIBLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY. STUDENTS ARE ENCOURAGED TO SECURE THEIR OWN RENTER'S INSURANCE AND FLOOD INSURANCE TO PROTECT AGAINST ALL LOSS OF PERSONAL PROPERTY DUE TO FIRE, FLOOD, WATER LEAKS, RAIN, HAIL, THEFT, ETC. RENTER'S INSURANCE SHOULD ALSO COVER STUDENT LIABILITY.
- D. The student must be enrolled in Brite Divinity School or Texas Christian University and must register for and maintain at least (9) semester hours at Brite Divinity School or Texas Christian University each semester of the regular Academic Year while occupying the apartment.
- E. Absolutely no renovation or modification shall be made to the apartment without the written permission of Brite Housing. Brite Housing property is not to be removed or transferred between units without written permission of Brite Housing. The student will be financially responsible for any corrective action.
- F. Student must give Brite Housing forty (40) days advance notice of the date and time they desire to occupy or vacate an apartment. All move-in and move-out times must be coordinated with Brite Housing.
- G. Termination of this Agreement by the student is limited to the expiration of the Agreement, the forty-eight (48) month eligibility rule, or graduation (except for academic dismissal or disciplinary suspension from Brite Divinity School, or Texas Christian University). Any other termination of this Agreement will result in charges and fees under the Agreement for the balance of the Academic Year.
- H. An inspection of the apartment will be conducted jointly by the student and a representative of Brite Housing at the time of occupancy and when vacating the apartment. Each student is responsible for damage beyond normal wear to the apartment. All keys issued to resident must be returned to Brite Housing at checkout. Failure to follow checkout procedures will result in a fine.
- I. Brite Divinity School, Brite Housing and Texas Christian University reserve the right to enter the apartment to (i) make inspections for the purpose of repair, pest control, and other normal functions of operation and maintaining the apartments; and/or (ii) anytime necessary to protect the property of Brite Housing, the health and safety of the occupants of the apartment and other residents of Leibrock Village or whenever necessary to aid in the basic responsibility of Brite Divinity School regarding discipline

and maintenance of an educational atmosphere. In such cases, effort will be made to notify the student and notice will be left if the apartment is entered by authorized personnel.

- J. The apartment is solely for the student, his or her spouse or committed partner, and two children thereof. Visiting guests, including relatives, are permitted for a maximum of one (1) week. Any request for extension must be approved in writing by Brite Housing and are subject to a background check. Upon prior written request to the director, other familial living arrangements MAY be considered in certain circumstances.
- K. No apartment may be sublet.
- L. The student, his or her spouse, family members, and all visiting guests agree to comply with the rules, regulations, and published policies of Brite Divinity School, including those policies, rules, and regulations in the Brite Divinity School Student Handbook of General Information, Brite Housing Handbook, and other applicable Brite Divinity School publications. The terms of such rules, regulations, and published policies are incorporated herein as though set out in full.
- M. Students, family members and guests will not annoy, harass, threaten or inconvenience any other residents of Leibrock Village.
- N. Children must be supervised at all times, particularly in the playground and playground areas. Children may not enter the Exercise Room at any time.
- O. One, non-transferable parking space at Leibrock Village is provided per bedroom for each apartment. Residents must park in their assigned parking space while at Leibrock Village. Failure to do so will result in a fine. Spaces may not be utilized for unlicensed or inoperative vehicles, boats, trailers, recreational vehicles, or any auxiliary equipment without prior written permission from Brite Housing.
- P. No pets, including birds and snakes, are allowed in Leibrock Village. Fish will be permitted provided the aquarium size is limited to 20 gallons or smaller. A daily fine, per pet and for fish tanks in excess of 20 gallons, will be levied for violation of this policy.
- Q. No furniture filled with a liquid or semi-liquid (i.e., waterbeds) may be used in the apartments.
- R. No barbecue grills, smokers, hibachis, etc. may be stored or operated in Leibrock Village.
- S. No personal freezers, clothes washers or clothes dryers may be used or stored within the apartments of Leibrock Village.
- T. Stairways, landings, and hallways may not be obstructed or used for storage.
- U. It is the student's responsibility to keep the apartment and areas immediately outside the apartment in a clean and sanitary condition.
- V. Garbage/trash must be deposited in the containers provided by a private collection company and are for the deposit of household garbage/trash only.
- W. Items needing repair must be reported promptly to Brite Housing. Failure to do so may result in charges for the cost of repairs.
- X. Brite Housing, Brite Divinity School, and Texas Christian University shall not be liable or responsible for injury to or death of any persons or damage to any property occurring in, upon, about, or at the Leibrock Village premises, which damage or injury is caused by the negligent acts or omissions of, or the breach of any covenant, term or condition of this Agreement, by the student, any member of the student's family, or any person who is in the student's apartment or on the Leibrock Village premises with the student's express or implied consent, and the student, any member of the student's family or such person, shall not hold Brite Housing, Brite Divinity School, and Texas Christian University, its trustees, officers, agents, employees, independent contractors and vendors harmless from and defend and indemnify them against, any and all claims, losses, damages, causes of action, suits, proceedings and liabilities of every kind (including but not limited to attorneys' fees and court costs), including claims, losses, damages, causes of action, suits, proceedings, and liabilities caused by any negligent act or omission on the part of Brite Housing, Brite Divinity School and Texas Christian University.
- Y.
  1. All Leibrock residents over the age of 18 must complete a background check prior to residency. Brite Housing reserves the right to require background check renewal at any point during occupancy as a condition of continued occupancy.
  2. No student, his or her spouse or partner, family member or visiting guest shall reside or visit a resident at Leibrock Village, who:

a. is required to register or report to a local law enforcement authority as provided in Chapter 62, Texas Code of Criminal Procedure, or as amended; or

b. in the sole judgment of the Brite Divinity School president, the dean, or their designate, or the Director of Brite Housing, may constitute a threat to the safety or health of Brite Divinity School students, individuals who reside at or visit Leibrock Village, or the university community.

2. The President, or the Dean of Brite Divinity School, or their designate, or the Director of Brite Housing, may in their sole discretion and judgment, deny residency at Leibrock Village to a student, his or her spouse, family member or visiting guest, who:

a. is a convicted felon under the laws of the state of Texas or any other state; or

b. has been convicted of a crime of moral turpitude in Texas or any other state.

Z. The Student's apartment will be used by the student and his/her family only for residential and educational purposes.

#### V. DEPOSIT

A non-refundable \$350.00 security/damage deposit is required of each student and/or family unit applying for residency in an apartment in Leibrock Village. The deposit is held during apartment occupancy and will be returned to the student when the apartment is vacated after any damages, penalties, fines or charges are assessed and as provided in Section II.A. The deposit will be forfeited if the application is cancelled before residency.

#### VI. LAW AND VENUE

This Agreement shall be construed according to Texas law and is performable in Fort Worth, Tarrant County, Texas. Venue of any action or dispute arising under this Agreement shall be in Fort Worth, Tarrant County, Texas.

