

COVENANT
for Student Residents of

ST. DUNSTAN'S

The Episcopal Church at Auburn University
136 East Magnolia Avenue
Auburn, Alabama 36830

THIS COVENANT, made the _____ day of _____, 20____, by and between THE EPISCOPAL CHURCH IN THE DIOCESE OF ALABAMA, a corporation hereinafter called LANDLORD, acting on behalf of ST. DUNSTAN'S, The Episcopal Church at Auburn University, 136 E. Magnolia Ave. in Auburn, Alabama, and _____

_____ whose home address is _____ hereinafter called RESIDENT;

WITNESSETH: That for and in consideration of the mutual covenants hereinafter contained and the sums of money paid and hereinafter agreed to be paid by Resident to Landlord and for other valuable consideration, Landlord does hereby lease and Resident does hereby let from Landlord the following room and semi-private bath. Kitchen and living area upstairs will be shared with other residents at St. Dunstan's Episcopal College Center in Auburn, Alabama.

TERMS AND RENT: Unless qualified by the terms of the sentence immediately following, the term of this lease shall be for one academic year beginning with the Fall Semester and continuing through the Spring Semester. The term of this lease shall be for a period of _____ commencing two (2) days before registration or _____.

A Cleaning & Damage Deposit of One Hundred Dollars (\$100.00) shall be required of Resident upon arrival. Resident shall pay to Landlord monthly rent in the amount of One Hundred Sixty-Five Dollars (\$165.00) per month paid in full by the tenth (10th) day of each month.

Resident must vacate premises by the second (2nd) day after the last day of exams of the Spring Semester even if Resident will return in the Fall but not rent for the Summer Semester.

COVENANT REQUIREMENTS AND RESTRICTIONS:

1. Resident shall use the premises solely for residential purposes. It is understood that the premises form part of a Christian community and that in addition to the other covenants expressed herein, Resident will conduct him/herself during the term hereof in a manner appropriate to the well-being of the community and the ministry of St. Dunstan's.
2. Resident is expected to be actively and reasonably involved in the corporate life of St. Dunstan's—in the teaching, the prayers, the fellowship, and the breaking of the bread. Resident will attend worship services at least once each week.
3. Resident will complete Resident Duty List on a weekly rotating basis, including (1) Kitchen; (2) McDowell Room; (3) Chapel; (4) Dinner, (5) Greeter and (6) Sacristy.
4. Resident will honor the No-Smoking & Alcohol-Free Policy at St. Dunstan's.
5. Resident will allow no overnight guests on the premises without the express permission of the Landlord and agreement of the other Student Residents.
6. No pets, birds, fish, or animals of any kind are allowed on the premises.
7. No additional locks shall be affixed to any door except by written consent of Landlord.
8. Resident shall not use nails or screws on any walls, woodwork, or ceilings on the premises.
9. Resident shall not affix pictures or any other objects to any ceiling.
10. Resident shall not affix pictures to any wall with any device other than small picture hook or plaster-mounting screws approved by Landlord. If the removal of hooks or screws results in damage to the wall, Resident shall be responsible for repair which may include painting the wall. Such repair will be paid for from deposit.

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11. Resident shall not install electrical, cable, television, or internet wiring in residence or common areas without written permission of Landlord.
12. Resident shall not paint any surface belonging to Landlord or use any contact paper on
13. any surface.
14. Resident shall do nothing that would constitute a nuisance, and shall make no immoral, offensive, or illegal use of the premises or do anything thereon that is hazardous or that would cause insurance rates to increase.
15. Resident shall abide by all reasonable directions and requirements of any insurance company insuring the premises.
16. Resident shall not commit any physical damage to the premises, and shall not make any
17. alteration or addition to the premises or permit the same to be done without the written consent of Landlord.
18. Resident shall not remove, substitute, or replace any furniture or effects owned by Landlord. All beds and other furniture must remain in the rooms designated by Landlord.
19. Landlord reserves the right to make and enforce such other reasonable rules and regulations as in its judgment may be deemed necessary or advisable from time to time to promote the safety, care, and cleanliness of the premises and for the preservation of good order therein.
20. Pest control service is provided by Landlord, and Resident agrees to notify Landlord of the presence of insects, rodents, and pests on the premises.
21. Resident shall not permit loud or improper noises nor permit any noise on the premises that shall interfere in any way with other residents.
22. Resident shall not place property in stairways or corridors, but shall keep the same clear and unobstructed.
23. Resident shall keep all windows on the premises closed during periods of precipitation,

high winds, and during times that Resident is not on premises.

24. Resident shall return all keys to the premises, including any duplicate keys, to Landlord upon termination or expiration of the Covenant.

UTILITIES: Landlord shall be responsible for and pay all charges for natural gas, electricity, and water. Resident agrees to make no wasteful use of water, natural gas, or electricity and to take reasonable measures to control utility costs. Resident shall be responsible for personal telephone and internet charges.

LANDLORD'S MAINTENANCE: Landlord shall maintain the exterior walls, roof and foundation of the premises in good and substantial repair. Landlord shall not be liable for damage for failure to furnish heat, light, or water, nor for damage that may occur on account of any defect in the premises of the building in which premises are located caused by rain, wind, fire, or any other cause.

RESIDENT'S MAINTENANCE: Resident shall keep the premises clean and in good order and appearance. Resident shall furnish all expendable supplies, including but not limited to light bulbs, toilet paper, and cleaning supplies. Resident agrees to work with other residents to keep the common areas in the building such as halls, stairways, kitchen, tubs, showers, toilets, and bath areas neat and clean. Resident is responsible for repairing all broken glass on the premises, however broken, and for replacing all lost keys to the premises and for repairing all broken locks thereon. Resident is responsible for all damage (reasonable wear and tear excepted) done to or on the premises.

CLEANING & DAMAGE DEPOSIT: Resident shall pay to the Landlord a Cleaning & Damage Deposit in the amount of One Hundred Dollars (\$100.00), which shall be refunded to Resident at the termination of this Covenant, less sums for which Resident is responsible.

This responsibility will include paying a cleaning service bill if building is not clean and requires such service.

LANDLORD'S RIGHT OF INSPECTION & TERMINATION: The Chaplain of St. Dunstan's or designee shall have the right at reasonable times to enter the leased premises to inspect the same and to show them to prospective residents or visitors, and to make repairs and alterations to the same. Landlord shall have the right to remove fixtures, appliances, alterations, animals, and all other items not in conformity with this Covenant. Should Resident violate any term or condition of this lease, Landlord shall have the option to reenter the premises and terminate the Covenant without prejudice to any other rights Landlord may have herein. In addition, the Chaplain of St. Dunstan's or designee may, even in the absence of violations of this lease by Resident, upon thirty (30) days written notice to Resident, terminate this lease at any time and reenter and take possession of the premises; provided, however, that if this Covenant is so terminated in the absence of violations hereof by Resident, Landlord shall refund to Resident the proportionate share of the rent paid for the remainder of the Covenant term hereinafter specified less any sums due for damage and unpaid utilities and other expenses. Notice hereunder shall be sufficient if personally served on Resident, left on the leased premises, or sent by certified mail to Resident's last known address.

SUBLEASE PROHIBITED: This Covenant may not be assigned in whole or in part, and no portion of the premises shall be sublet by Resident.

DESTRUCTION OF PREMISES: In the event of the total destruction of the premises or such partial destruction thereof as will cause premises to be unfit for use, this Covenant shall be terminated and provided that such destruction shall not have been caused by Resident and that Resident shall not otherwise have violated this Covenant, Landlord shall refund to Resident the proportionate share of the rent paid for the remainder of the Covenant term herein above specified, less any sum for damage and unpaid utilities or other expenses. In the event the

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premises be taken by reasons of the exercise of the right of eminent domain or be conveyed in settlement of threatened eminent domain proceedings, the premises shall be deemed destroyed.

FIXTURES & IMPROVEMENTS: All additions, fixtures, and improvements made in the premises, including but not limited to wall-to-wall carpeting, whether made by Resident, Landlord, or others, except moveable furniture owned by Resident, shall become property of Landlord.

PROPERTY OF RESIDENT & INSURANCE THEREOF: All personal property of Resident placed on the premises shall be at the risk of Resident. Landlord shall not be liable for loss of damage to such property however caused. Landlord's property insurance, if any, does not provide content or liability coverage for Resident or Resident's property. Resident may purchase renter's insurance through local property and casualty insurance agencies.

ATTORNEY'S FEES: Resident agrees to pay, in the event of a default under the terms hereof, all costs, expenses, and reasonable attorney's fees incurred in the collection of sums due Landlord under this Covenant, including those costs, expenses, and reasonable attorney's fees incurred in appellate procedures.

MISCELLANEOUS PROVISIONS: All rights and duties of Landlord may be exercised and performed by the Chaplain or by his/her designee, provided that nothing in this Covenant shall make such Chaplain or designee personally liable under provisions of this Covenant. Outside doors are to remain locked between the hours of 11 p.m. and 8 a.m. and during breaks between academic terms. The locks are provided by Landlord, and it is the responsibility of Resident to see that they are locked and unlocked at the appropriate times. A vacuum cleaner is provided for premises, but regular maintenance of the vacuum cleaner is the responsibility of residents.

STORAGE & CLEANING: If Resident is returning but will not rent for the next semester or summer term, storage of personal belongings may be arranged if possible. All belongings must be boxed, closed with packing tape, and labeled with Resident's name and date of storage. Storage

may be allowed only for residents who are returning after a semester away or for students who plan to move in after living elsewhere, but will have a brief time away before occupying premises. When Resident vacates premises at the end of the academic term, his/her room must be left empty of all personal belongings and trash. A cleaning inspection will take place before residents leave at the end of the Fall Semester and the Spring Semester. Resident will be responsible for cleaning before the Cleaning & Damage Deposit is refunded in part or in full. In order that Resident will know what is expected, the following cleaning details are listed:

Bedroom

1. All personal belongings must be removed.
2. All drawers and shelves must be clean and free of personal belongings, dust, and trash.
3. All floor space including closets must be free of dust, dirt, and trash.
4. Furniture belonging to room must be in place.
5. No trash may be left in garbage bags or trash cans but deposited in outside dumpster.

Bathroom

1. All personal belongings must be removed.
2. Residents who share a bathroom will be responsible for cleaning.
3. Sink, tub, and toilet must be clean inside and outside. There should be no soap scum or mold anywhere.
4. Tile on floor and walls should be clean and free of dust, hair, trash, soap scum, rust, and mold.
5. Waste cans should be empty and clean.
6. Cabinets should be empty and clean.

Kitchen

1. All personal belongings and food must be removed.
2. Refrigerator must be empty and cleaned with soap and water inside and outside. No food

may be left in refrigerator.

- 3. Every part of stove must be clean—under the unit, drip pans, rims of units, top, and all outside surfaces. Inside of oven must be cleaned thoroughly.
- 4. Dishwasher must be clean and empty.
- 6. Countertops and cabinets must be clean and empty of personal belongings and food.
- 7. Kitchen floor must be mopped clean and walls must be washed free of grease, dirt, and food. The kitchen is the responsibility of all residents who live on premises regardless of how infrequently the kitchen is used by individual Resident.

Halls and Living Areas

- 1. All personal belongings must be removed.
- 2. All areas should be free of dirt, dust, and trash, including hall closets, attic, and storage rooms.
- 3. Furniture must be left in place.
- 4. Fireplace must be clean of ashes, wood, and trash.

The Terms and Conditions of this Covenant are hereby accepted in full by:

THE EPISCOPAL CHURCH IN THE DIOCESE OF ALABAMA, Landlord

By _____

Chaplain of St. Dunstan's, The Episcopal Church at Auburn University

Date

And _____

Resident

Date