

LIVING EDUCATION STUDENT HOUSING AGREEMENT

Residence Address (mark one box)	Resident Name	Term	Rate
<input type="checkbox"/> <u>Women’s Residence</u> 13715 Thompson Place Dr, Mint Hill, NC 28227		From: Aug 9, 2024 To: May 25, 2025	See Program Fee in <i>Program Fee Payment</i> <i>Schedule and Agreement</i> (Program Fee Waived for International Students)
<input type="checkbox"/> <u>Men’s Residence</u> 13922 Thompson Rd, Mint Hill, NC 28227		From: Aug 9, 2024 To: May 25, 2025	See Program Fee in <i>Program Fee Payment</i> <i>Schedule and Agreement</i> (Program Fee Waived for International Students)

Student. For purposes of this Agreement, “Student” is a person who is currently enrolled in one of the Living Education 9-month onsite programs (i.e. “Living Education – Charlotte” or “Living Education – Charlotte Student Leader”).

Resident. For purposes of this Agreement, Resident refers to each Student who is eligible to live in the Premises. To be, and remain, eligible to live in the Premises, a Resident must fulfill the following requirements:

- a. Must be an adult biological human male or adult biological human female between the ages of 18-30.
- b. Must be an attending baptized member or attending prospective member in good standing with the Living Church of God.
- c. Must submit to, and sign Church-required form(s) authorizing, a background check to be performed by the Church.
- d. Must have no past or pending criminal charges (including, without limitation, any charges or convictions of sexual misconduct or violence).
- e. Must complete and be approved through the Church’s application process in place for the Living Education onsite program.

Premises. For the purpose of this Agreement, the Premises is defined as assigned rental space which consists typically of the exclusive use and occupancy of the portions of the Residence Address assigned to the Resident and the shared use and occupancy of the kitchen and/or living/dining area (as applicable) with other Residents (the "Roommates") of the Residence Address, provided by Living Church of God.

1. **IDENTIFICATION AND TERM.** Living Church of God¹, henceforth called “Church,” contracts with Residents to provide “student housing,” together with limited furnishings and equipment, for the contract period indicated in the table above. The Resident has not contracted for housing beyond the ending date of the Term as set forth above. Resident agrees to vacate the Premises and return the Premises to the Church at the end of the Term in the same condition in which it existed at the beginning of the contract, ordinary wear and tear excepted.

¹ “Living Church of God” is the assumed name and registered trademark of Living Church of God (International), Inc. a North Carolina nonprofit corporation, with mailing address at 2301 Crown Centre Drive, Charlotte, NC 28227

2. **RATE.** The rental rate for the Premises is included in the Program Fee established and published in advance and is payable in nine monthly installments and continuing on **the first day of each month** in the *contract period*. Resident has read and understands the *Program Fee Payment Schedule and Agreement* and agrees to make all payments provided therein on a timely basis. Failure to make timely payments may result in cancellation of this Agreement by the Church. The monthly rate is inclusive of all utilities and wireless internet service. TV and phone (landline) service are not provided. This Program Fee is waived for international students, who are provided housing under this Student Housing Agreement at no charge.

3. **SECURITY DEPOSIT.** This is a Church guest agreement, so no security deposit is required.

4. **JOINT AND SEVERAL LIABILITY.** Residents of each Premises are jointly responsible for all charges (not including Program Fee) arising from this Agreement. For example, if three Residents share a residence, each shall be individually responsible for the full amount of all charges, unless other student(s) are deemed solely responsible based on a review by the Director of Living Education (aka, the "Program Director").

5. **EARLY TERMINATION.** Each Resident may cancel this agreement without penalty by notifying the Church in writing at least 30 days prior to the beginning of the Term. Should the Church sell the Residence Address during the Term, this Agreement shall be terminated automatically and without any further action required.

6. **CONDITIONS OF OCCUPANCY.** Resident agrees to maintain eligibility to live in the Premises, as determined by this Agreement. Failure of the Resident to maintain eligibility to live in the Premises constitutes a material breach of this Agreement. Resident agrees to vacate the Premises no later than the last day of the month in which he or she is no longer eligible to live there, unless another provision of this Agreement or other Church policy requires Resident to vacate earlier.

7. **COMMUNICATIONS.** All notices and communications from Resident to Church pursuant to this Agreement should be directed to the Director of Living Education, 2301 Crown Centre Dr., Charlotte, NC 28227. Notices and communications from the Church to the Resident will be considered sufficient if directed to the Resident's on-campus or residence mailbox or, if applicable, a forwarding address that Resident has provided in writing to the Church.

8. **RELEASE FROM AGREEMENT:** The Church may, at its discretion, release a Resident from his or her obligations under this Agreement. Requests for such releases should be submitted in writing Director of Living Education. Appeals relating to Agreement Release decisions made by the Director of Living Education should be made to the Vice-President of Finance & Operations in writing within five (5) business days of receipt of the written decision. Appeals relating to Agreement Release decisions made by the Vice-President of Finance & Operations should be made to the President in writing within five (5) business days of receipt of the written decision. The President's decision shall be final and binding.

10. **DESTRUCTION OF PREMISES.** If the Premises are damaged or destroyed by fire or casualty, the Church may terminate this Agreement by notice to the Resident. The notice of termination must begin within 15 days after the occurrence of the casualty. If notice of termination is not given within that period, this termination option lapses and is no longer effective. Within 15 days after notice of termination has been given, the Resident must surrender the Premises to the Church (Surrender Date). After the Surrender Date, the Church and the Resident are released from any further obligations or liability under this Agreement, with the following exception: (a) all charges accruing through the Surrender Date must be paid in full. The Resident has no obligation to pay charges accruing after the Surrender Date.

11. **ASSIGNMENT.** The Resident is not permitted to sublet or assign any part of the Premises or to transfer from one residence to another without the advance written consent of a designee of the Director of Living Education, or his designee. The Church reserves the right to assign any part of the Premises or this Agreement in its sole and absolute discretion.

12. **ILLEGAL DRUGS.** Resident agrees that violation of any federal, state, or local laws regarding the use of controlled substances, in or around the Premises or any other part of the Residence Address constitutes a breach of this Agreement. The storage or use of alcohol on the Premises is **not** permitted. The breach of this policy constitutes a breach of this Agreement by the Resident, allowing Church to terminate this Agreement.

13. **LIABILITY, SAFETY, SANITATION, INSPECTION.** *The Church is not liable for damage, fire, or loss of money or valuables to any person, or for the loss of or damage to any resident's property, or personal injury sustained on the Premises except such damage or injury caused by the active neglect of the Church. The Church urges all residents to obtain their own insurance coverage.* The Church and the Resident further agree that each forfeits the right of action it may later acquire against the other for loss or damage to property in which either may have an interest, where such loss is caused by fire or any hazards covered by the Church insurance on said Premises. In addition, the following will apply to this Agreement:

- a. The Resident is responsible for any damages caused by the Resident and/or guests of the Resident to the apartment building, its appliances and equipment, and for maintaining the Residence in a safe and sanitary manner. In the event the Resident and/or guests of the Resident damage(s) the Premises, appliances or equipment, and/or leaves it unclean, the Resident is responsible for repair, replacement, and cleaning charges assessed by the Church, as liquidated damages and not as penalty, at a rate of cost plus 10%.
- b. The Resident shall permit the Church access to the Premises for inspection. Except in emergency situations, notice will be given to the RA pertaining to access for all lawful purposes, including repair and maintenance.
- c. The Resident shall remove trash in an appropriate manner for weekly trash collection.
- d. The Resident shall not to store combustible or flammable material within the Premises. Equipment such as utility trailers, boats, or trailers may not be stored at the Premises.
- e. Overnight guests are *not* allowed.

14. **VACATING PREMISES.** Each Resident must arrange a checkout time with the Director of Living Education, or his designee. At that time, the Resident will provide a forwarding address and surrender any Church property. Upon termination of this Agreement, or if Resident shall have abandoned the Premises as defined in paragraph 16 below, the Church shall have, and is hereby granted, full and free license to remove all property of the Resident or others from the Residence Address without being guilty of trespass, eviction, or forcible entry and detainer and without relinquishing the Church's right to let or any other right given hereunder. Any and all property which may be removed from the Premises by the Church pursuant to the authority of this Agreement or of law, to which Resident or others are or may be entitled, shall be handled or removed by the Church at the risk, cost, and expense of the Resident. The Church shall in no event be responsible as a warehouseman, bailee, or otherwise for any property left at the Premises by the Resident or others, or for the value, preservation, or safekeeping thereof. Resident shall pay to the Church upon demand any and all expenses incurred in such removal. After thirty (30) days, the Church shall have the right to dispose of unclaimed property as it sees fit.

15. **ADDITIONS TO THIS AGREEMENT.** The Resident agrees to abide by the rules and regulations of the Church as published in the Living Education General Catalog, Student Handbook, and other Church/Living Education publications. The Resident agrees to comply with all applicable Federal, State and local laws. In addition:

- a. The Resident shall not interfere with the lawful and proper use and enjoyment of the common areas of the building by any other Residents of the Premises that the Church may permit to occupy the Premises. The Resident and guests shall not play radios, televisions, stereos, or musical instruments or sounds/noises at levels loud enough to be heard by Residents in other areas of the Residence or at levels and in locations where it becomes a nuisance or disturbance to others. Quiet hours should be observed from 10pm to 8am daily.

- b. The Resident shall abide by any rule, regulation or ordinance issued or promulgated by the Church.
- c. The Church reserves the right to make such rules and regulations and/or amend current rules and regulations from time to time as may be deemed necessary and proper for the safety, care and cleanliness of the Premises, and for securing the comfort and welfare of all occupants. These additional and/or amended rules and regulations then become part of this Agreement.
- d. In the event that Resident fails to maintain eligibility for, or is suspended or terminated from student status for any reason, Resident agrees to immediately vacate the Premises pending any investigation or appeal rights associated with such suspension, unless otherwise waived in writing by the Church.

16. **ABANDONED PROPERTY.** If the Resident is physically absent from the Premises, and if the Church has reason to believe in good faith that Resident has vacated the Premises with no intent to continue residence, then the Premises will be deemed conclusively to have been abandoned by Resident and the Church may immediately terminate this Agreement and retake possession of the Premises. In addition to any of the other remedies, the Church may enter the abandoned Premises to perform decorating and repairs and to re-let the Premises. The Church should also be notified during occupancy in the event that Resident anticipates extended absences from the Premises in excess of fourteen (14) days (outside of scheduled semester recesses), no later than the first day of the extended absence. A determination that the Premises have been abandoned shall also constitute a conclusive determination that all personal property of Resident remaining on the Premises has been abandoned. Resident shall pay to the Church any costs associated with removing such personal property from the Premises.

18. **UTILITIES.** The Church agrees to provide heat, electricity, water, internet and cable. Telephones are the responsibility of the Resident. Additional major "personal" appliances including, but not limited to, air-conditioning units, deep freezers, and additional refrigerators are prohibited and, if installed, will be subject to a surcharge for the period of time used.

Church shall be responsible for contacting and arranging for any utility service.

19. **USE OF PUBLIC AREAS.** Entrance-ways, landings, stairways, and other public areas shall not be obstructed by the Resident, nor used for any other purpose than entering or leaving the Premises or any other part of the Residence Address. No furniture or bulky articles shall be stored in any public area of the Premises or any other part of the Residence Address any time.

20. **MAINTENANCE.** The Resident agrees that no alterations or improvements, including but not limited to, paint, wallpaper, and permanent shelving units, will be made to or upon the Premises without written consent from the Director of Living Education, or is delegee. In addition:

- a. The Resident shall refrain from placing nails, any other hole indentations or scratches on any surfaces on, in, or around the Premises and will not fasten items to the walls (including with tape) without permission from the Church.
- b. Resident agrees that any additional fixtures other than those supplied by the Church are subject to the approval of the Church, via the Director of Living Education, or his delegee.
- c. Residents are responsible for vacuuming, mopping, and cleaning the Residence Address, under the direction of the RA. Mowing of the lawn (as applicable) and sweeping of walks, and raking of leaves is also a resident responsibility under the direction of the RA.
- d. Standard house cleaning supplies are provided by the Church.

21. **DELAY IN REPAIRS.** The Resident understands and agrees that if repairs to be made by the Church are delayed by circumstances reasonably beyond its control, the obligations of the Resident shall not be affected, nor shall any claim accrue to the Resident against the Church for such delay.

21. **SOLICITING.** The Resident agrees not to give solicitors or salespersons access to the Residence Address unless approved in advance by the Church.

23. **PETS.** Pets are not allowed in Church-run housing.

24. **PARKING.** Each Resident is allowed one parking space for one vehicle. Additional vehicles are not allowed.

25. **LOCK and ALARM CODES.** Each Resident should keep lock and alarm codes completely private and should not share these codes with anyone other than those currently living in the Residence Address (if the code is forgotten).

26. **LEGAL ACTION.** The Resident understands and agrees that in the event it becomes necessary for the Church to enforce the terms and conditions of this Agreement by legal means, or otherwise, and if by such action the Church suffers additional expense, including attorney fees and court costs, then the Resident shall reimburse the Church for such costs and expenses as additional monies due under this Agreement.

By signing this Agreement, I agree that I have read this Agreement, understand its terms, and agree to the terms and conditions as specified in this Agreement and the *Program Fee Payment Schedule and Agreement*.

Resident

Signature: _____ **Date:** _____

Name: _____

Mobile phone number: _____

Living Church of God (International), Inc.

Signature: _____ **Date:** _____

Name: _____

Its: _____