THE CITADEL The Military College of South Carolina 171 Moultrie Street Charleston, SC 29409

MEMORANDUM NUMBER 10-205 16 February 2024

HOUSING POLICY

1. PURPOSE

This document provides the college policy and procedures related to the assignment and occupancy of housing at The Citadel.

Campus Housing Vision

The residential environment of The Citadel is an essential element in meeting the College's mission. In-residence stakeholders in faculty and staff roles provide mentoring relationships with students outside of class, reinforce leadership development, support the South Carolina Corps of Cadets, and sustain critical campus operations. Campus housing quarters are also important for select newly hired faculty and staff members as they successfully transition to support those efforts, with the understanding that the supply of housing units will never be large enough or varied enough to meet all needs.

2. REFERENCE

S.C. Code Ann. 27-40-1201

3. DEFINITIONS

For the purpose of this memorandum, the following definitions apply:

<u>Designated Housing</u>: Units reserved for specific college positions.

<u>Executive Staff Members</u>: Provost and Dean of the College, Senior Vice President for Operations and Administration, Commandant of Cadets, Vice President for Finance and Business Administration, Vice President of Facilities and Engineering, Vice President for Communications and Marketing, Director of Athletics, and Vice President for Institutional Advancement.

Faculty: All tenure and tenure-track members.

¹ Pursuant to S.C. Code Ann. 27-40-120, the South Carolina Residential Tenant Act (SCRLTA) is inapplicable to The Citadel and lease agreements under this policy. References to the SCRLTA herein or in any other document do not constitute a waiver of that exemption.

Faculty and Staff Quarters: Faculty and staff housing units are listed in Annex A.

<u>Permanent Housing</u>: Core campus housing that will remain based on current Campus Master Plan. Units allocated for assignment by the Executive Staff. Units are allocated in accordance with the Campus Housing Vision. Rental of these units is limited to 5 years and is renewable upon review by the Executive Staff member to which the unit was allocated.

Staff: A member of the unclassified staff or any classified staff member.

<u>Transition Housing</u>: Units allocated for assignment by the Vice President of Facilities and Engineering in coordination with the other Executive Staff members. Units are assigned to newly hired faculty and staff members and in accordance with the Campus Housing Vision or on a needs-based occurrence. Rental of these units is limited to five (5) months and up to two (2) years and is renewable upon review by the Executive Staff, in coordination with the Vice President of Facilities and Engineering.

4. POLICY

A. General.

Limited campus housing units are available at The Citadel for assignment to faculty and staff members to reside on campus and support the Campus Housing Vision. The President and the Commandant are required to live on campus. The Citadel gives preference for all remaining housing units to those employees who need to be accessible to Citadel students after normal working hours in a faculty, staff or coaching role. The Citadel also gives preference to employees necessary to respond to emergency campus work requirements. The criteria for assignment, rental and utility fees, and policies and procedures related to housing are outlined in this memorandum.

- B. Responsibilities.
 - The Executive Staff is responsible for assigning the housing units they are allocated in accordance with the Campus Housing Vision. Each member is allocated a specific number of units, and each unit is specified. Members are responsible for reporting their housing assignments to the Vice President for Facilities and Engineering, delegated to the Housing Director. The list of Allocated units is located in <u>Annex B</u>.
 - 2. The Vice President of Facilities and Engineering (VPFE) has oversight responsibility for all activities related to the administration of faculty and staff housing on campus. The VPFE shall render final approval on policies and procedures related to the administration of faculty and staff housing; make decisions on requests for exceptions to policy and appeals to decisions made by the Facilities and Engineering Director of Housing; and direct other housing actions deemed necessary in the interest of The Citadel.
 - 3. The VPFE has overall responsibility for the operation, maintenance and day-today administration of faculty and staff housing. He shall coordinate the activities of

Facilities and Engineering (F&E) personnel and other campus organizations; make recommendations on policy, procedures, and other matters to the Executive Staff and the President; and render decisions on matters of safety, care, and maintenance of housing units, and other matters as outlined in this document.

- 4. The Citadel Housing Director is responsible for managing and making recommendations as required on the assignment of faculty and staff housing; publishing and maintaining necessary documents related to the assignment and termination of housing; and the operations, maintenance, repair and accountability of faculty and staff housing as outlined in this document.
- 5. Campus Housing Occupants are responsible for exercising reasonable care in the maintenance and upkeep of their assigned quarters and complying with procedures outlined in this document.
- C. Eligibility.
 - 1. Members of the faculty and staff are eligible for assignment according to the process defined in <u>Section 4, Paragraph E, Process for Assignment of Housing Units</u>.
 - 2. Temporary special contract members of the faculty and staff, adjunct faculty members, and temporary members of the staff who otherwise qualify may be allowed temporary assignment to quarters depending on their availability at the time of employment. The temporary member's lease will not exceed the duration of the employment contract. Upon completion of the lease, the member will vacate the quarters or the lease will revert to a month-to-month lease until there is a need from another qualified party for the use of those quarters.
- D. Basis for Assignment and Termination.
 - The President of The Citadel has the authority to make any direct assignments to campus housing that he deems in the best interest of the college. The President may assign units from Designated Housing or Transition Housing inventory, notwithstanding the process describe in Section E, below.
 - 2. The Vice President for Facilities and Engineering may terminate an individual's lease for violations of this policy or the lease agreement, including but not limited to violations of federal, state, or city statutes or ordinances, violations of Citadel rules and regulations, failure to abide by the obligations imposed by S.C. Code Ann. 27-40-510, gross disruptions of the peace inside or about the unit, abuse and/or neglect of the unit or yard, failure to control pets, disputes between tenants of the unit, disputes between neighbors, dangerous or negligent behavior. The Vice President for Facilities and Engineering will consult with the Senior Vice President of Operations and Administration and the individual's Department, School or Directorate prior to taking any action. A tenant may appeal a termination decision rendered by the Vice President for Facilities and Engineering such appeal must be submitted in writing.

- 3. Personnel who retire or resign must vacate their assigned quarters no later than thirty (30) days after their date of retirement or resignation. Personnel who are terminated as a disciplinary measure or resign in lieu of disciplinary action must vacate their assigned unit within seven (7) days following their termination or date of resignation. Personnel terminated as a result of a reduction in force will vacate their assigned quarters within thirty (30) days. In the unfortunate event of death of the faculty or staff tenant, the surviving family members will be granted up to ninety (90) days after the date of death to vacate the unit. Requests for extensions will be processed through The Citadel Housing Director and approved by the Vice President for Facilities and Engineering in coordination with the appropriate member of the Executive Staff.
- 4. A faculty or professional staff member assigned to faculty and staff quarters must start rental payments within fifteen (15) days of being notified that the unit is ready for occupancy. They must occupy the quarters no later than sixty (60) days of notification. Otherwise, the quarters will be made available for reassignment.
- 5. Tenants must notify The Citadel Housing Director of their intent to vacate as soon as possible to facilitate planning for subsequent assignment of the quarters, but no less than thirty (30) days prior to vacancy. Failure to notify the Housing Director at least thirty (30) days prior to vacating will result in the resident being responsible for an additional month of rent on the unit.
- Except for leases of less than a year, or for leases with defined termination dates, campus housing residents will normally be given one (1) year's notice to vacate. However, The Citadel's failure to give residents one (1) year's notice shall not constitute a waiver of its ability to remove tenants on lesser notice.
- E. Process for Assignment of Housing Units.
 - 1. Campus housing is hereby divided into three (3) categories: Designated Housing, Permanent Housing, and Transition Housing.
 - 2. Designated Housing units are reserved for individuals who occupy specific college positions. Designated housing units include Quarters One, assigned to the President, Quarters Two, assigned to the Commandant, and Quarters 3, assigned at the direction of the President. Residents of Designated Housing may remain tenants throughout their tenure in the assigned position.
 - 3. Permanent Housing is available for assignment by a member of the Executive Staff. Units are assigned to specific college positions in accordance with the Campus Housing Vision. Rental of these units is limited to up to five (5) years and is renewable once, for a maximum of ten (10) years, upon review by the Executive Staff Team Member to which the unit is allocated.
 - a. Each Executive Staff member shall be responsible for administering a policy consistent with the Campus Housing Vision for faculty and staff to attain and maintain the privilege of Permanent on-campus tenancy.

- b. Permanent Housing tenants shall be subject to a review of their support of the Campus Housing Vision on an annual basis by the Executive Staff member, and if deemed necessary by the Executive Staff member, shall be required to provide documentation of their support of the Campus Housing Vision.
- c. Campus residents with a 24/7 response requirement (including but not limited to certain Facilities & Engineering, Public Safety, Information Technology Services, employees) with an annual Citadel salary less than \$50,000 will pay rent at 25% below established market rate.
- d. The Citadel's Housing Director will provide a monthly housing report to the Executive Staff which identifies leases with a termination date within 13 months, projected vacancies, and projected move-in availability.
- 4. Transition Housing is available for assignment by the Vice President of Facilities and Engineering, in coordination with the other Executive Staff members. Transition Housing Units are assigned to newly hired faculty and staff members in accordance with the Campus Housing Vision on an as- needed basis. Rental periods for these units range from five (5) months to two (2) years. One (1) year extensions may be granted by the Vice President of Facilities and Engineering in coordination with the Executive Staff.
- F. Advertisement and Application Process.
 - 1. Housing will be managed by The Citadel's Executive Staff within the permanent housing allocation to include lease enforcement.
 - 2. Available Permanent Housing units will be advertised to the Executive Staff by The Citadel's Housing Director. The Executive Staff Member to which the specific unit is allocated has first right of refusal on units available within his or her allocation. The Staff member may assign the unit in accordance with the Campus Housing Vision or pass the assignment to another Executive Staff member.
 - 3. Available Transition Housing units will be advertised to the Executive Staff by The Citadel's Housing Director. Faculty. Staff seeking on-campus housing, and also residents requesting renewals/extensions, shall complete the Housing Interest Application, (<u>Annex F</u>). The application must be submitted to the employee's respective Executive Staff member, through the individual's department head. Members of the Executive Staff will identify their requirement for transition housing to the VPFE who will, in coordination with the Executive Staff, assign the unit. Priority will be given to a newly hired faculty or staff member followed by existing faculty and staff in accordance with the Campus Housing Vision.
 - 4. Campus Housing maps can be found on the Facilities and Engineering webpage via The Citadel's website, or from the office of the Housing Director.
- G. Subleasing and House Sitting.
 - 1. A tenant who is granted a leave of absence may arrange to have his or her assigned housing unit occupied by a member of their immediate family or by a

member of the faculty, staff, or athletic department. During the time of subleasing, the assigned tenant is solely responsible for payment of the monthly lease. Responsibility for payment of the lease cannot be delegated to the subleasing individual. The amount charged to the temporary tenant cannot exceed the amount of the occupant's rental payment. All sublease agreements must be submitted to The Citadel's Housing Director for final approval by the Vice President for Facilities and Engineering. The sublease must be submitted for approval a minimum of fourteen (14) days prior to occupancy by the sub-lessee. The sublease agreement will not extend beyond the period of authorized leave. The sublease may be granted for a maximum of five (5) months and will not be extended. The Citadel employee who holds the primary lease will be held accountable for the quarters and the lessee's actions and conduct. Sub-lessees. All tenant/temporary tenant responsibilities as outlined in Section 4-H apply to sublease tenants

- 2. Prior to a tenant departing the campus for a period of time exceeding ten (10) days, arrangements must be made with The Citadel's Housing Director and Public Safety to periodically check on the quarters to ensure the integrity of the unit.
- 3. The Citadel's Housing Director, prior to the member departing, must review any arrangements for the "house-sitting" of a unit. House-sitting should generally be limited to three (3) months or less. House sitters must be 18 years of age or older and cannot be a cadet currently enrolled at The Citadel during an academic semester. All tenant/temporary tenant responsibilities as outlined in Section 4-H apply to tenants and house sitters. The individual(s) residing in the unit during the tenant's absence will be responsible for ensuring the unit and grounds are maintained in a good state of cleanliness, maintenance and repair.
- H. Tenant Responsibilities.
 - 1. Sign a formal occupant agreement (<u>Annex C</u>) accepting responsibility for their assigned unit and acknowledging the policies and procedures outlined herein. Pay the costs of damages and repairs resulting from tenant negligence or abuse
 - 2. Assume full responsibility for the assigned unit and the maintenance of associated lawns and shrubs. Tenants must maintain, at their sole expense, lawns and exterior plants in an appearance consistent with The Citadel campus
 - Read and comply with the <u>Standard Operating Procedures for Faculty and Staff</u> <u>Quarters, Annex D</u>. Copies are also available on the Citadel web site or from The Citadel's Housing Director.
 - 4. Obtain personal ("renters") liability insurance with a limit of no less than \$100,000 and provide a copy of the policy at the signing of the lease. The Citadel strongly encourages tenants to obtain personal insurance for their household belongings. New residents will be required to provide proof of insurance prior to the execution of the Occupant Agreement. Current residents will be required to provide proof of insurance. Proof of renewal will be required on the anniversary of the policy. Failure to obtain, maintain and provide proof of liability insurance may result in the termination of housing.

- 5. Prior to departing the campus for ten (10) days or more, coordinate with The Citadel's Housing Director and Public Safety for periodic checks on the quarters.
- 6. Provide access for routine and requested maintenance and repairs.
- 7. Provide access for an annual inspection, typically during February or March. Tenants must provide access to their assigned unit and secure all pets upon no less than 24-hour's notice by Facilities and Engineering. The Housing Director shall perform all inspections and include the general condition of the building's interior and exterior components, as well as the mechanical components and the overall upkeep of the unit by the tenant.
- I. Faculty and Staff Housing Rental and Utility Rates.
 - 1. Rental and utility rates are established to cover all annual operating costs except electricity. Charges for rental and utility rates can be obtained from The Citadel's Housing Director.
 - 2. Rental rates and utility charges will be reviewed periodically by the Vice President for Facilities and Engineering with appropriate recommendations made to the Executive Staff Members for approval prior to implementation.
- J. Administration and Office of Record for Faculty and Staff Housing.

Under supervision of the Vice President for Facilities and Engineering and The Citadel's Housing Director, the Facilities and Engineering Office is designated as the office of record for all matters pertaining to the assignments of faculty and staff quarters. The Housing Director will:

- 1. Maintain a current record of housing assignments, including but not limited to duration of leases, renewal of leases, and expected housing turnover and provide a monthly report to the Executive Staff members.
- 2. Administer and maintain a copy of all leases, addenda, and all relevant documents on housing assignments.
- 3. Coordinate leases, renewals, assignments, etc. with the Executive Staff.
- 4. Advertise available housing units and maintain applications as outline in Section 4-E. Upon approval of the Executive Staff, inform those who have been assigned faculty and staff quarters. Maintain Housing web page.
- 5. Lead the annual inspection of all Housing units.
- 6. The Facilities & Engineering Housing Director will contact each housing resident to see if they are remaining on campus during a natural disaster. The Housing Director will email an evacuation form for completion by residents and create a master list for Public Safety, the SVPO&A, and the VPF&E.

5. COMPLIANCE

- A. If Tenant does not comply with any term or condition of this policy, The Citadel may take any appropriate action, up to and including termination of the lease, eviction of the tenant, and recovery of monetary damages as provided.
- B. Complaints and appeals concerning housing matters may be made to The Citadel Housing Director for his/her implementation or forward the appeal to the next higher review authority, the Vice President for Facilities and Engineering. If the individual(s) still is not satisfied, they may request that the Senior Vice President for Operations and Administration review and comment on the specific issue. The Senior Vice President for Operations and Administration is the final appeal level for all housing matters.

6. NOTES

A. Dates of Official Enactment and Amendments:

Approved by the Vice President for Facilities & Engineering, 16 February 2024.

B. Responsible Department:

Office of Facilities and Engineering, The Citadel

C. Responsible Official:

Facilities and Housing Coordinator, The Citadel

D. Cross References:

Memorandum Number 2-014, Tobacco Product-Free Campus Policy

Memorandum Number 6-411, Pets on Campus Policy

7. RESCISSION

Memorandum Number 6-205 dated 8 February 2018 is rescinded.

8. REVIEW

This policy will be reviewed on an annual basis.

FOR THE PRESIDENT:

OFFICIAL

//Signed,Jeffrey D. LambersonCAPT, USN, RetiredVice President for Facilities &Engineering

Attachments

Annex A - Listing of Faculty and Staff Units Annex B – List of Allocated Units Annex C – Residential Lease of Campus Housing Appendix 1 to Annex C - Faculty and Staff Housing Renovation Statement Annex D - Standing Operating Procedures for Faculty and Staff Quarters Annex E - Regulations for The Citadel Apartment Building Annex F – Housing Interest Application (example)

<u>Annex A</u>

LISTING OF FACULTY AND STAFF HOUSING UNITS

Designated Units		
1 Hammond	President	
2 Hammond	Commandant	
3 Hammond	Assigned by President - Provost	
112 Register	Assigned by President - Chaplain	
209 Richardson	Assigned by President – Cadet/Mascot House	
Permanent Units		
59 Dunnemann		
175 Dunnemann		
4-7 Hammond		
301-308 Mims		
101 - 116 Register		
209 – 216 Richardson		
502-511 Wilson		
Transition Units		
Dunnemann Apartments	NE1, NE2, NE3, NE4	
	NW1, NW2, NW3, NW4	
	SE1, SE2, SE3, SE4	
	SW1, SW2, SW3, SW4	
Designated Essential		
183 Dunnemann	A & B units	
512-519 Wilson	Maintenance Quarters	
TCREF Units		
164 Dunnemann	A/B/C	
230 Grove	A/B/C/D	
268 Grove	A/B/C/D	

<u>Annex B</u>

HOUSING ALLOCATION

Housing Allocation based on FTE as of 12/15/22

	Full Time Employee (%)	Allocation based on Full Time Employee
Athletics	8%	4
Commandant	9%	5
Provost	56%	25
SVP for Operations & Admin	4%	2
VP for Communication	3%	1
VP for Facilities & Engineering	11%	4
VP for Finance & Business	9%	5
	100%	46

Annex C RESIDENTIAL LEASE OF CAMPUS HOUSING

By and between The Citadel and ______("Tenant") for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Citadel and Tenant agree as follows:

1. PROPERTY. The Citadel agrees to lease to Tenant and Tenant agrees to lease from The Citadel all of the property located at _____

2. TERM. The term of this lease is month-to-month, beginning this ______th day of _____, in the year 202___.

4. RENT. Rent is \$ _____ per month. Solid Waste Disposal is \$ _____ per month. Pest Control is \$ _____ per month. Utilities (excluding electricity) are \$ _____ per month. All aforementioned costs are referred to as "Total Rent", herein. Total Rent will be deducted from the Tenant's paycheck on a semi-monthly schedule.

5. SECURITY DEPOSIT. Tenant shall pay The Citadel the sum of \$______

as a security deposit. The security deposit is refundable if the Tenant complies with all the terms and conditions of this lease, but the security deposit is non-refundable if Tenant terminates this lease prior to its expiration date or damages the Property beyond normal wear and tear. The Citadel reserves the right to utilize all or part of the security deposit to repair damage to the Property. The Citadel also reserves the right to demand additional recovery from Tenant if the damages exceed the security deposit. Tenant reserves the right to receive a copy of the invoice(s) for repairs if The Citadel demands additional recovery. Tenants moving from one set of quarters to another on the campus will be required to deposit through The Citadel's Housing Director, with the Treasurer, the sum equal to one-month rent of the new unit being occupied. Security deposit funds already held by the Treasurer may be applied to the new security deposit, less any cleanup or repairs of the unit they are vacating. In those situations where the difference is a credit the difference will be refunded to the tenant less any cleanup, repairs, or outstanding debts.

6. Tenant acknowledges the property is in good and habitable condition and is free from defects. Tenant will leave the premises in the same general and good habitable condition as the premises were in at the beginning of the term of this lease.

7. UTILITIES. Tenant agrees to pay all utility charges on the Property, including but not limited to electricity, telephone, and television. See paragraph 3 for utility charges included in Total Rent. The Citadel shall pay property taxes and association/regime fees and maintain hazard insurance on the structure of the Property.

8. EXTERIOR MAINTENANCE. Tenant agrees to promptly complete and pay for all routine maintenance of the lawn and shrubbery on the Property. Lawn maintenance for multiple unit quarters buildings is the shared responsibility of the building Tenants. Tenant agrees to cut the grass at least twice per month during the growing season, pull weeds in

planting beds, prune shrubbery as to not extend over sidewalks or within 12-inches of the unit's exterior, sweep leaves off the driveway and walkways as necessary to maintain the Property's appearance according to the standards of The Citadel. Tenant agrees not to prune or remove trees or shrubs. Tenant is responsible for any damages caused by Tenant's neglect or abuse thereof. Tenant agrees that after two written warnings, the Grounds department will perform the necessary maintenance and the Tenant will be responsible for the charges for service.

9. PEST CONTROL. The Citadel agrees to be responsible for conducting pest control and extermination services on the Property. Tenant agrees to keep the Property clean and sanitary and shall immediately notify The Citadel of any evidence of termites.

Routine pest control will be performed on the exterior perimeter of the Property on a quarterly basis. Additional services are available on a need-basis by request to The Citadel.

10. ALTERATIONS AND IMPROVEMENTS. Tenant shall not make any alterations or improvements to the Property, including the use of paint, without the written consent of The Citadel. If authorized, any alterations or improvements become part of the Property unless otherwise agreed to in writing.

See ADDENDUM 1, attached.

11. USE. Tenant agrees to use the Property for residential purposes only and not in any way that may increase the rate of hazard insurance, such as using a waterbed. Tenant further agrees not to violate any zoning laws or restrictions or to engage in any activity that would injure the Property or constitute a nuisance to the neighbors or The Citadel.

12. OCCUPANCY. The Property will not be occupied by more than ______ person(s), including Tenant. Unless otherwise approved by the Director of Housing, maximum occupancies are as follows: 1 bedroom = 2 persons, 2 bedroom = 3 persons, 3 bedroom = 5 persons, 4 bedroom = 7 persons.

13. PETS. Pets are permitted on the Property and no pet deposit is required. The Citadel reserves the right to revoke consent if pet becomes a nuisance to the neighbors or The Citadel. Tenants are responsible for damages and harm caused by their pet(s) and may be held liable in the event of harm to others. Pets are limited to two large dogs and two small dogs or cats. The type and number of pets should be identified in the comments section of the lease. Tenants will ensure that their quarters (both inside and out) are kept clean and free of any pet waste at all times.

14. ACCESS. The Citadel reserves the right to enter the Property upon reasonable notice for the purposes of inspection, maintenance/repair, or showing to prospective tenants or purchasers. The Citadel reserves the right to inspect the Property on an annual basis upon 24 hours notice. Tenant agrees not to change the locks on the Property without The Citadel's consent. In case of emergency, Tenant understands and agrees that The Citadel may enter without notice.

Unless otherwise requested by the Tenant, The Citadel reserves the right to enter the Property to perform routine maintenance services requested or unrequested by the Tenant.

15. PARKING. No parking is allowed on the Property. Tenant agrees to park vehicles in designated parking areas only with proper parking identification displayed appropriately with vehicle. Tenant agrees not to store any campers, trailers, boats, recreational vehicles, or inoperable vehicles on the Property or in designated parking areas. Violators will receive one warning prior to towing the offending equipment at the owner's expense. Campers, trailers, boats, recreational vehicles, or inoperable vehicles should be stored at an off-campus facility. At no time can tenants or their guests set up and/or occupy any camper or RV in the housing area or any area on campus. RV and campers are allowed to be in the housing area for loading/unloading purposes only.

16. EXTERIOR ADDITIONS: Tenant agrees not to make any exterior changes or improvements to the housing unit, including, but not limited to, the addition of sheds, fences, fire pits, and paver decks, without the express written permission of the Housing Director. Installation or addition of changes or improvements without such review and approval will result in the item(s) or improvement(s) being removed and the area being restored at the Tenant's expense. Vegetable gardens and tree or shrub planting may be permitted with the approval of The Citadel's Housing Director. Fences, storage buildings, and other structures will only be allowed if approved by the Vice President for Facilities and Engineering. Written requests will be submitted through The Citadel's Housing Director, through the Buildings Division Chief, to the Vice President for Facilities and Engineering. Tenants are responsible for the removal of any such structures upon termination of their quarters' assignment.

17. LIENS. Tenant agrees not to subject the Property to any liens for loans, maintenance, or improvements contracted by Tenant.

18. LIABILITY. Tenant agrees to indemnify and hold The Citadel harmless from any and all claims for injuries and/or damages occurring on the Property. Tenant shall maintain liability coverage of \$100,000 or more to insure against loss resulting from injury to any guest or invitee on the Property. It is also strongly suggested that Tenant carry renter's insurance for the Tenant's personal property contained on the Property. Tenant acknowledges that The Citadel's hazard insurance policy insures only the structure of the Property and cannot be relied upon for any liability incurred by the Tenant.

19. SMOKING. Citadel campus housing occupants are authorized to smoke on back porches provided the porch is screened or open and in backyards only. See Citadel Memorandum Number 2-014, Tobacco Product-Free Campus Policy, Section 4-F, paragraph 2, page 3.

20. UNINHABITABILITY. If the Property is damaged or destroyed by fire or other casualty or otherwise become uninhabitable, The Citadel has the sole discretion to repair the Property or to terminate the lease. Tenant agrees that The Citadel is not responsible for providing living arrangements for Tenant if the Property must be vacated.

21. ABANDONMENT. If Tenant abandons the Property, The Citadel may lease the Property to another party and hold Tenant liable for any costs, lost rent, and/or damage to the Property. The Citadel may dispose of any property abandoned by Tenant.

22. NOTICE TO VACATE. Tenant shall notify The Citadel in writing of Tenant's intent to vacate the Property. Notice to vacate must be received by The Citadel in writing at least thirty (30) days before the expiration of this lease. Any notification less than thirty (30) days can result in the Tenant paying an additional month's rent.

23. SURRENDER OF PROPERTY. At the expiration of this lease, Tenant shall immediately surrender the Property in good and habitable condition. Tenant shall turn over to The Citadel all keys to the Property, including keys made by Tenant or Tenant's agent.

24. FURNISHINGS/APPLIANCES. Any personal property provided by The Citadel to Tenant must be returned to The Citadel in good condition at the termination of this lease. Tenant understands and agrees that the Property is equipped with only the following appliances:

25. ASSIGNMENT. Tenant shall not assign the lease or sublease any part of the Property without The Citadel's written consent.

26. DEFAULT. If Tenant does not comply with any term or condition of this lease, The Citadel may recover possessions of the Property and seek monetary damages as provided by law.

27. ATTORNEY'S FEES. Tenant shall pay The Citadel's attorney fees if circumstances compel The Citadel to enforce the lease through the services of an attorney.

28. WAIVER. Any failure by The Citadel to exercise any rights under this lease does not constitute a waiver of The Citadel's rights.

29. MISCELLANEOUS. LIST ALL PETS AND ANY SPECIAL ARRANGEMENTS HERE:

30. ENTIRE AGREEMENT. This lease constitutes the entire agreement between The Citadel and Tenant and may not be modified except in writing signed by both parties.

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List of occupants and relationship to tenant.

Please, provide the first and last names of each occupant and their relationship to you in the spaces provided below:

First and Last Name of Occupant	Relationship to Tenant	
WITNESS our hands and seals or	n thisth day of,	202
Dur		
By:		
Nome	Signatura	
Name:	Signature:	
Title		
Title: On behalf of THE CITADEL	-	
Name [.]	Signature:	
Name: Tenant		
Name:	Signature:	
Tenant		

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Appendix 1 To Annex C

Faculty and Staff Housing Renovation Policy and Procedures

1. Policy.

The Citadel provides quarters in a state of good repair and functionality. During periods between leases, The Citadel may repaint walls and ceilings, refinish or replace floors, replace windows, or make other minor cosmetic repairs. Due to the age of The Citadel's housing units, the scope of work necessary to prepare a unit for occupancy can vary considerably. New tenants may request upgrades which exceed the standards provided by The Citadel, subject to the following conditions.

2. Standard of Work for Change of Occupancy.

When a unit is vacated, The Citadel's Housing Director assessed its condition, including the status of electrical wiring, HVAC systems, plumbing, kitchens and bathrooms, flooring, walls and ceilings, windows and doors. The Housing Director establishes the scope of work required to bring the unit into a state of good repair and functionality. The Director employs contract and/or Citadel personnel to complete that work prior to turning the unit over to the next Tenant.

3. Custom Work.

If a Tenant wishes to install finishes or material that exceed the standard listed above, the Housing Director will consider changing the scope of work, subject to the reasonableness of the changes and the material and labor-related costs. The Tenant is responsible for all material and labor related costs above and beyond the standard scope or repairs. The Tenant may request use of specific third -party contractors to accomplish the work, but The Citadel is not obligated to employ any particular contractor. Any third-party contractor must hold such licenses and carry liability and other insurance as may be required by the Housing Director, in his sole discretion. No work may begin without the express authorization of the Housing Director. All materials must be reviewed and approved by the Director prior to installation to ensure compliance with industry and Citadel Standards. All work must be inspected by The Citadel's Housing Director prior to final acceptance by The Citadel.

The Citadel will not approve requests that require changes to the basic building systems, create future maintenance or operational issues, or alter any publicly visible façade. The Citadel will consider, but is not required to approve, interior layout changes. The Citadel will not approve any finishes or materials below The Citadel's existing standards.

<u>Annex D</u>

STANDARD OPERATING PROCEDURES FOR FACULTY AND STAFF QUARTERS

- 1. Assignment and Termination.
 - A Tenants of newly assigned quarters must first draw keys from Facilities & Engineering and sign a receipt for them. Applications for electric service must be obtained through Dominion Energy to start the service. Any maintenance or repair work believed necessary by the Tenant will be submitted to The Citadel's Housing Director, in writing, within three days of occupancy. In most cases, repairs will be accomplished before occupancy. If interior painting and/or floor refinishing is required, it will be completed before the Tenant is permitted to move into quarters, except when the quarters are accepted in an "as is" condition. Rent for quarters is automatically deducted from employee paychecks. The rate will be one half of the monthly rent, including utilities if applicable, from each bimonthly check.
 - B. When a move is made within campus quarters, rent terminates on the old quarters concurrent with the rent starting on new quarters. A charge of \$15.00 per day will be made for each calendar day the Tenant retains the old quarters after the seventh day of acceptance of the new quarters and the issuance of keys.
 - C. To be relieved from assignment to quarters, Tenants will thoroughly clean the quarters, ensure the lawn and shrubs are trimmed and cut, return premise to its original condition, and remove all trash from the grounds. Additionally,
 - 1. Floors, woodwork and walls will be cleaned of marks.
 - 2. Picture hooks and nails will be removed from walls.
 - 3. Strippable type wallpaper on walls, shelves and drawers will be removed prior to clearance of quarters.
 - 4. All trash, shelf papers, and foreign material will be removed from the cabinets and closets and deposited in trash containers for pickup.
 - 5. All incandescent and fluorescent light fixtures will be complete with workable light bulbs or tubes.
 - All windows in which air conditioners were removed will be sealed and protected against the weather prior to clearance. Facilities & Engineering will assist, if notified, on a reimbursable basis.
 - 7. Vegetable gardens will be cleared of vegetation and the area reseeded.
 - 8. Tenant owned appliances and window air conditioners must be removed prior to clearance of quarters.
 - 9. All window treatments (blinds, curtains, drapes, valances, etc.) including brackets and holders must be removed prior to clearance of quarters.

- D. When terminating housing occupancy, a Tenant will arrange with The Citadel's Housing Director to inspect the quarters and turn in all keys. All discrepancies concerning cleanliness or damages will be corrected before acceptance by The Citadel's Housing Director. Upon completion of clearance actions, The Citadel's Housing Director will determine that the quarters have been cleared. Rent will terminate when the unit has been cleared. A pro-rata charge based upon the monthly rent will be made for each calendar day the Tenant retains the quarters after the first of the month. Tenants are responsible for coordinating the termination of utility service and other services to the unit paid for by the Tenant; i.e., phone, internet, and cable.
- E Any discrepancies, as identified in Section D, not rectified properly by the departing Tenant will be fixed by Facilities & Engineering or their contractors with the cost for this service subtracted from the Security deposit and or charged to the Tenant. Personal property such as window treatments, appliances and window air conditioners transferred to the next Tenant must be done so in writing with written approval of The Citadel's Housing Director prior to clearance from housing. These items cannot be abandoned in the unit.
- 2. Work Orders Routine and Emergency.

Routine maintenance and repair needs should be requested by housing Tenants via WEBTMA ("Submit a Physical Plant Work Order" on the Campus Life tab of Lesesne Gateway). Work orders will be specific and limited to the work described. Workers will not perform additional work requested by Tenants unless it has been previously requested through WEBTMA and approved. Tenants will be given advance notice when the work will be performed and told what preparations should be made.

In case of emergencies, telephone requests and personal visits to request work will be accepted. Such emergencies include electrical short circuits, flooding from burst pipes, stopped-up toilets and drain when no other facilities are available, or when additional damage will result if immediate repairs are not made. The Work Order Clerk may be reached at 953-5093 during the hours Monday-Friday 0800-1630. The telephone number for emergencies after normal work hours is (843) 953-6857. After normal duty hours, call-outs for non-emergency work will be charged to the Tenant. If the request is routine in nature a charge will be assessed for the service even if no work is performed.

- 3. Appliance, Alterations and Improvements.
 - A Citadel personnel will not perform work on appliances. Facilities & Engineering will render advice on the purchase of installed household appliances if requested. Appliances requiring a 220-volt service and/or plumbing connections should not be purchased before consulting with Facilities & Engineering as to the feasibility of providing such connections at the location desired. Facilities & Engineering does

not provide delivery service for appliances. Proper disposal of appliances is the Tenant's responsibility.

- B. Charges for service. Charges will be assessed for services performed in faculty and staff housing units by the Facilities & Engineering.
- C. Alterations/nonstructural alterations or additions to housing units will not be made by the Tenant without prior written approval of the Vice President of Facilities & Engineering. Any such alterations or additions become a permanent part and shall not be removed by the Tenant upon departure. See <u>Appendix 1 of the Residential</u> <u>Lease in Annex C</u> for additional information.
- D. Priority for interior painting and/or floor refinishing will be given to vacant housing. If a Tenant desires to paint his housing under a "self-help" project and selects colors other than Citadel standard colors, The Citadel's Housing Director first must approve it. If the Tenant selects colors other than Citadel standard colors the Tenants must restore the surface to The Citadel standard colors prior to vacating the unit or they will be charged for the restoration of any painted surface to Citadel standard colors. Facilities & Engineering will provide brushes, rags, paint materials and equipment for self-help paint projects.
- E. Kitchen ranges. Upon request, an electric range will be connected if sufficient electrical capacity is available.
- F. Automatic Clothes Washers. When requested and when practical, hot and cold water lines with faucets and a drain line will be installed. It is recommended that faucets be turned off when the washer is not in use. The Citadel's Housing Director will not honor requests to connect an automatic washer unless a Tenant agrees to pay a specified charge for the service.
- G. Electric Clothes Dryers. When requested and when practical, wall, windowpane, or floor vents will be furnished and installed at the Tenant's expense. The flexible hose and clamps and the electric service cord from the dryer to the electric outlet are part of the dryer and will not be provided. If the plug on the end of the electric service cord does not fit the wall outlet, the outlet will be changed upon request and charged to the Tenant. The Tenant is responsible for ensuring that the dryer's lint trap and the associated dryer vent hose is free of lint build up which may present a fire hazard.
- H. Icemaker in Refrigerator. Upon request and when practical, the water line to the icemaker will be installed at the Tenants expense. The maintenance or repair of an icemaker is the Tenant's responsibility. Icemaker lines cannot be installed in the second, third, and fourth floor apartments of the Dunnemann Apartment Building.
- I. Window Air Conditioners. The purchase of window air conditioner units is the responsibility of the Tenant. Upon request, given the voltage, BTUs and location,

window air conditioners will be installed if there is sufficient electrical capacity available. They will not be installed in the windows facing Dunnemann Avenue of the Dunnemann Apartment Building. Damages resulting from leaking air conditioners installed by parties other than the Facilities & Engineering will be repaired at the expense of the Tenant. Maintenance of these units is the Tenant's responsibility. Disposal of units shall be in accordance with current solid waste regulations.

- J. Dishwashers. Upon request, the faucet connection, which is part of the portable dishwasher, will be installed. If necessary, Facilities & Engineering will change the faucet to accommodate this connection. Under the counter dishwashers may be installed by Facilities & Engineering. This housing alteration is considered a permanent improvement and may not be removed without a replacement dishwasher installed or the restoration of the cabinets at the Tenant's expense.
- K Television/dish antennas and Cable TV. Individual antennas and cable may be installed for the Tenant at his own expense, provided a reputable service company installs them. All antenna and cable installations must be coordinated through the Physical Plant prior to installation. The Tenant will be held liable for any damages to the building as a result of the installation.
- L Light Bulbs. In general, fluorescent light bulbs will not be furnished or installed by the Physical Plant. Tenants are highly encouraged to use only Fluorescent or LED light bulbs due to their low power consumption and cost saving attributes. In the case where a particular bulb is not readily available through commercial channels (Lowes, Home Depot, etc.), F&E will provide the bulbs to the resident at no cost.
- M. Tools. No tools will be provided except to support self-help efforts, unless otherwise specified in this document.
- 3. Self Help Program.
 - A The "self-help" program allows for the voluntary participation of Tenants in the maintenance and improvement of Citadel facilities. It is intended to minimize cost expenditures, enhance environmental and energy saving efforts, expedite accomplishment of maintenance and improvements and promote "a pride in ownership" attitude among Tenants. Examples of "self-help" efforts normally performed include changing faucet washers, replacing broken windows, replacing furnace filters, unplugging clogged drains, grounds beautification, painting, and other facility enhancement projects. Physical Plant will provide up to \$50 worth of materials (excluding plants and shrubs) per work order as funding permits.
 - B. Before undertaking a "self-help" improvement project, the Tenant will submit details of the project for approval on a work request through the Housing Director, through the Buildings Division Chief. Requirements for material will be included. Materials will be provided only if they are available and support maintenance efforts. Materials for cosmetic changes to housing units will be a Tenant's

responsibility and must be approved as noted above for "self-help" improvements. If Tenant provided, the material will be of high quality and suitable for the accomplishment of the specific task.

C. When Citadel property or material is provided, inventory records and controls will be established and maintained to facilitate proper accountability of supplies and materials, and of borrowed tools and equipment. A record of items on loan will be kept by housing unit number and Tenant name. All loaned items must be returned in a clean and operable condition. A reasonable time limit for the return of borrowed items will be established to ensure that they are readily available for all Tenants.

Following is a list of replacement items, which may be provided by The Citadel under the "self-help" program as funds permit. The list is not intended to be all- inclusive.

MATERIALS/REPLACEMENT ITEMS

- Aerator, faucet
- Filter A/C heating exhaust
- Cover plates for electrical
- Paint
- Chain, door guard
- D. Coordination. To obtain materials, tools for loan, guidance, and project approval, Tenants will submit a work request describing their needs and identifying the request as a "self-help" initiative. Upon approval, the request will be routed to the appropriate Physical Plant shop that will coordinate with the requestor to provide guidance and coordinate the pick-up of the materials and other needed items.
- E Accountability. A system of accountability will be established which will ensure the proper utilization of funds, provide an audit trail, and ensure the intended use of material. The Work Order will be used for this purpose, just as it is for regular maintenance work in housing. Self-help materials will be provided for the express purpose of maintaining, repairing, or improving Citadel-owned facilities and equipment. Replacement maintenance items will be on a direct exchange basis; i.e., a new clothesline will be provided for a worn-out clothesline, or a new furnace filter will be provided in exchange for an unserviceable furnace filter.
- F. Prohibitions. Work requiring the skill of an artisan or craftsman will be carefully assessed prior to approval. Work which may present a danger to the Tenants or may result in an unsafe condition or damage to housing facilities will not be approved. Any work the Tenant starts that they are unable to accomplish safely and satisfactorily will be accomplished by Facilities & Engineering or associated contractor, with the full cost of the work charged to the Tenant.
- G. Specific restrictions under the "self-help" program:

The square footage of the living area in a housing unit must not be altered.

Work on utility distribution systems (electrical, plumbing, heating, air conditioning & ventilation) is not allowed.

Ladders, chain saws, trimmers, pressure washers, and other equipment at the discretion of the specified Facilities and Engineering Shop Head will not be issued.

Work on the structural components of a facility, including roofs, foundations, floors, ceilings and walls will not be approved.

1. Pest Control.

As a supplement to Tenants' spraying to control pests, quarterly pest control service is provided to the exterior of each housing unit and provided annually to the interior, by contract. Animals must be secured when pest control service is rendered. Residents will be given a minimum of 24 hours' notice of when services will be performed.

2. Inspection.

The Citadel's Housing Director or his designated representative, along with the Environmental Health and Safety Officer, have the authority to enter campus housing for purposes of conducting maintenance, health and safety inspections during normal working hours. This inspection shall not occur without a minimum of 24-hour previous notice. Additionally, scheduled housing inspections will be performed in each unit on an annual basis. The Citadel's Housing Director or representative will perform the inspection. In the event the Tenant or their representative cannot be present, a Public Safety Officer may accompany the other representatives. The inspection will be scheduled with the Tenant to occur during normal business hours Monday through Friday. The purpose of the inspection will be to identify maintenance problems, safety concerns, quarter's condition and facility needs. Unacceptable conditions within a housing unit that are the responsibility of the Tenant must be corrected in a time frame determined at the time of inspection. Failure to make acceptable corrections will result in corrections to be affected by the Physical Plant and/or its contractors and the Tenant held financially responsible. In severe cases, the Tenant may be required to relinguish housing. The Citadel's Housing Director or representative will make periodic inspections of yards. Reminders may be sent to Tenants when yards need mowing, trimming, watering or cleaning. Failure to act required by these reminders will result in Physical Plant performing the required work and charging the tenant for the cost of services performed.

3. Fire Reporting.

In the event of fire, evacuate the area immediately and call the City Fire Department at 911. Give the 911 operator your address at The Citadel. Then, notify the Public Safety Office/Campus Police at Lesesne Gate (953-5114) who will notify The Citadel Fire Marshall. For further information, consult The Citadel Safety and Emergency Procedures Program. 4. Security Matters and Housing Parking.

Policies related to security are available from the Director of Public Safety/Campus Police.

5. Household Pets.

Existing campus regulations pertaining to animals will be observed. Refer to <u>Memorandum Number 6-411, Pets on Campus</u>.

6. Household Waste/Recycling.

Residents are responsible for the proper disposal of household waste. Individual trashcans or common use dumpsters are provided for this service. Particular attention is necessary with regard to the proper disposal of cooking oils, grease, feminine hygiene products and disposable diapers. These items shall not be disposed of by dumping them into sinks and bathroom fixtures. Service calls and repairs resulting from improper disposal practices will be charged to the Tenant.

Recycling solid waste is important to our environment. Along with each residence being provided with a recycling container, an industrial sized recycling container for paper, plastic, glass and aluminum cans is located adjacent to the campus Infirmary. Residents are encouraged to utilize this container.

7. Central Heating and Air Conditioning.

Most housing units have individual central heating units. Central heating and air conditioning system filters must be replaced on a regular basis. It is recommended they be changed every six to eight weeks. Facilities & Engineering will perform semiannual service calls for the purpose of maintaining the units and will replace filters at that time. Residents are required to change the filters between Facilities & Engineering service calls. Residents unable to change their filters may request this service, and they will be charged for the labor. Filters are available by contacting the Physical Plant. Equipment failures resulting from inadequate filter changes will be repaired and the costs charged to the Tenant.

Tenant Signature:

Printed Name: _____

<u>Annex E</u>

REGULATIONS FOR THE CITADEL APARTMENT BUILDING AT 501 WILSON AVE

IN AN EFFORT TO ENABLE FAMILIES TO LIVE IN CLOSE PROXIMITY HARMONIOUSLY, THE FOLLOWING REGULATIONS WILL BE OBSERVED:

- For security purposes, the front door of The Citadel apartment building will be locked at all times, except when occupants of the building or other authorized persons are entering or leaving by this door. The door will not be left unattended while in an unlocked state. Those unlocking the door are responsible for locking or securing it immediately after use.
- 2. Keys to the apartment house will not be issued to any non-resident without written authority from The Citadel's Housing Director.
- 3. Stairwells, halls and foyers are not storage areas and will not be utilized for storage of any type. Additionally, these areas will not be used as workshops. Every resident is responsible for the creation of a neat and pleasant appearance in the hall and stairwell area immediately outside his or her apartment. This pertains especially to all portions of the building readily visible to visitors. Fire, insurance and safety regulations prohibit the blockage, restriction or storage of materials in any hallway, stairwell or exit.
- 4. Children will not be permitted to play in elevators, stairwells, or hallways.
- Campus regulations pertaining to pets will be observed. No unattended or loose animals will be permitted. Pets will not be allowed to roam free in the apartment building and will be taken away from living and playing areas for waste elimination. Occupants are responsible for the cleanup of pet waste. Refer to <u>Memorandum</u> <u>Number 6-411, Pets on Campus</u>.
- 6. All occupants must consider the elimination of excessive noise of prime importance. Occupants with children and/or pets must pay particular attention to activities that create noise. Sound can be transmitted or amplified through walls, floors and ceilings. In such cases, occupants must consider suitable floor coverings or carpeting as a preventive measure.
- 7. Occupants are responsible for the removal of trash, recycled goods and household wastes from apartment facilities and depositing it in dumpsters that are conveniently located nearby. Trash will be secured in plastic or paper containers when deposited outdoors to prevent it from being dispersed by the wind.
- 8. The roadway and the area of the parking lot adjacent to the apartment building is designated as a loading zone. Parking will be limited to providing access for maintenance vehicles and for loading/unloading occupant vehicles. OVERNIGHT PARKING IS NOT PERMITTED.
- 9. Clothes dryers that vent into hallways or stairwells are not permitted.
- 10. Occupants and their guests are requested to observe the above regulations. Compliance is necessary for the health, safety, and comfort of all building occupants.

Annex F

HOUSING INTEREST APPLICATION (items)

The Application for Quarters is located at <u>http://www.citadel.edu/root/ofe-campus-housing/apply</u>

Application	for Quarters
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Please Note: Applications are only taken when housing units are advertised. A waiting list is not kept. Please refer to the Housing Policy for eligibility.

TO: Housing Coordinator

Date: (*)

From: (*)

Department: (*)

E-mail Address: (*)

Current Campus Resident? (*) Ves O No

Address of Quarters Desired: (*)

Current Campus address: (*)

Military Rank:

Academic Rank:

Employment Date: (*)

Degree: (*)

Marital Status: (*) Single CWID: (*)

Pay Band: (*)

Number of Dependents (including age and gender) living at home: (*)

Remarks:

11

If applying for more than one quarters unit - please submit one application for each unit.

Applications for Housing are not kept on file except for units currently advertised and we do not maintain a "waiting list".

Lead Warning Statement Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Lead based paint has been found in some locations of campus housing and a pamphlet may be obtained at the Physical Plant.

Submit