

**2012 Annual Security & Fire Safety Report  
for  
Lexington Theological Seminary**

**Crime and Fire Statistics for the Calendar Year 2011** – an adobe pdf file copy of the web-based statistical report, *Campus Safety and Security Survey* filed with the Department of Education has been placed on the seminary website's, 2012 Annual Security & Fire Safety Report page.

- The above referenced survey report will show that for the calendar year 2011, no reportable crime incidents occurred on campus.
- No fires occurred on campus during 2011.
- Due to organizational restructuring and curricular changes implemented in 2011, no fire drills were conducted.

**Campus Safety Policies and Procedures** – The following are important disclosures of Lexington Theological Seminary's safety policies and procedures. (Note: These procedures can be accessed through the Lexington Theological Seminary Website. Select "Current Students" and then "Seminary Handbook." Procedures and policies are provided in Appendices M and N of the handbook.)

**Reporting Criminal Actions or Other Emergencies**

Lexington Theological Seminary does not officially recognize any off-campus organizations and does not monitor the criminal activity of students when they are off its campus.

All members of the campus community are instructed to dial 911 in cases of imminent danger (e.g. crime in progress, fire, accident, health emergency, etc.) Residents of the Apartments or the Townhouses are informed via their **LTS Housing Corporation Lease Agreement**, paragraph 29, that the management and owner of the housing facility has no duty to provide security services to the resident or the apartment community and further that each resident must look solely to the public police force for security protection. (see exhibit)

All on-campus events of a criminal or emergency nature must be reported to a designated campus security authority. During business hours, situations should be reported to the seminary Business Office, the Vice President and Academic Dean, the Facilities Department Head or the Director of the Library, who will, in turn, notify the Chief Financial Officer.

Events occurring after business hours should be reported to the seminary Business Office on the next business day.

When a crime or a fire is involved (or suspected), the designated campus security authority (Chief Financial Officer, Vice President and Academic Dean, Facilities Department Head or Director of the Library) will complete a crime incident report or a fire incident report, as appropriate. (see exhibits, **Crime Incident Report Form** and **Fire Incident Report Form**) The incident report will be submitted to The Business Office, which will enter the information on the **Crime & Fire Log** (see exhibit) and will retain all records for follow-up (if required) and annual reporting.

- **Hate Crime Reporting:** The current regulations require institutions to report as hate crimes any occurrence of criminal homicide, sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, arson, and any other crime involving bodily injury reported to local law enforcement agencies or a campus security authority that manifests evidence that the victim was intentionally selected because of the perpetrator's bias. The revised regulations add crimes of larceny-theft, simple assault, intimidation, and destruction/damage/vandalism of property to the list of crimes that must be reported in hate crime statistics. The FBI's Uniform Crime Reporting Hate Crime Collection Guidelines will continue to be the source for definitions. All statistics will continue to be reported by Clery geographic area and category of bias. The Lexington Theological Seminary's **Crime Incident Report Form** and **Annual Security and Fire Safety Report** reflect the revised regulations.

### **Timely Warnings & Emergency Notifications to the Campus Community**

If any threat to the health or safety of campus community members through civil disturbance, Clery or Minger described criminal activity, acts of God, gas leaks, tornadoes, contagious viruses, fire etc. is suspected, the Chief Financial Officer or designated security authority will confirm that a significant threat or dangerous situation exists by whatever means is appropriate for the situation. [NOTE: Lexington Theological Seminary participates in the Lexington Emergency Alerts and Notifications (LEAN) program, operated by the urban-county government, which alerts by phone about emergency events in the seminary area, including but not limited to weather, hazardous material and criminal events. Additionally, the seminary encourages all students to register with the program via the government's website, [www.Lexingtonky.gov/lean](http://www.Lexingtonky.gov/lean) ,for a personal phone call notifying of the emergency.]

In the case of criminal activity, Lexington police and/or University of Kentucky police will be consulted. In the case of a health emergency the Lexington Department of Health will be consulted. In the case of natural disasters, information will be obtained from the most reliable source immediately

available, including but not limited to municipal sources, utilities personnel, police and fire personnel, local radio and television stations and the University of Kentucky Security Department.

Upon confirmation of the situation/emergency, the following actions will be initiated by the security authority:

- The security authority will notify all administrative officers on campus.
- The security authority will determine which physical areas of the campus and/or campus community members are affected by the situation.
- The security authority will develop specific instructions (according to existing health and safety policies) to advise of the nature of the emergency situation and its immediacy and to ensure the immediate safety of the persons involved, e.g. an order to evacuate, orders to seek shelter and where, orders recommended by the health department according to the threat, request for fire, safety and/or health assistance, etc.

All members of the campus community will be notified as to the nature of the emergency or threat and the actions to be taken. The message board system, broadcast e-mail messages, local television and radio announcements, door-to-door notification and/or telephone calls might also be employed, depending on the nature of the situation, persons to be notified and urgency for response. NOTE: Because a large number of students residing on campus in the Apartments and Townhouse Apartments are not students of Lexington Theological seminary and would not be included in LTS broadcast communications, a separate list of e-mail contacts for non-LTS student residents will be maintained and sent, annually, to the designated security authorities for use in emergency notifications.

When and if the emergency situation is cleared, a notification will be sent advising of same.

NOTE: Lexington Theological Seminary will, without delay, and taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless the notification will, in the professional judgment of the responsible authorities, compromise efforts to assist victims or to contain, respond to, or otherwise mitigate the emergency.

### **Evacuations**

The Chief Financial Officer of Lexington Theological Seminary is the primary security authority responsible for initiating this process. Additional personnel with security authority are: the Facilities Department Head, the Vice President and Academic Dean, and the Library Director.

Evacuations, if called for by the response plan, will be initiated as follows:

- Evacuation of the student apartments is initiated by activation of the building alarm system. Upon activation of the alarm, all persons who are present in the building for whatever reason will proceed to the nearest exit and leave the building immediately and move to a safe location. Seminary students should report to the Business Office. If evacuation occurs at a time other than business hours, upon reaching a safe location, seminary students must call the Vice President and Academic Dean if temporary shelter is needed.
- When a situation requiring evacuation of Student Townhouse apartments occurs during business hours, evacuation will be initiated by both telephone and door-to-door notification. NOTE: If a fire or emergency situation occurs at a time other than business hours, the resident(s) is required to inform police and/or fire personnel immediately via 911 in order that the emergency, as well as the safety of residents in other apartments can be attended to.
- All persons present in classroom facilities and/or the library will be instructed by the security authority in that building to take the recommended action according to the nature of the situation.

Evacuation of the Administration building is initiated by activation of the alarm system. Upon activation of the alarm, all persons in the building for whatever reason will proceed to the nearest exit and leave the building immediately and report to the green along Limestone Street in the front of the campus.

Library personnel will call for evacuation of the library building through the telephone page system and/or personal notification.

### **Annual Test of the Emergency Notification, Timely Warning and Evacuation Procedures**

An Annual test of the emergency notification, timely warning and evacuation procedures will be conducted, unannounced or announced, during office hours on a weekday during the month of September each year.

- The Chief Financial Officer will initiate the test and state the nature of the (test) emergency.
- Notifications will be made as described above, according to the declared emergency.
- Details of the test including time, date, actions taken, and response/findings will be recorded.
- Changes or improvements to the procedures ascertained as a result of the test will be placed into effect immediately upon review of the report.

### **Safety of and Access to Campus Facilities**

Access to the seminary administration/classroom building is restricted at all times. The building is secured and key access is allowed only to faculty and staff. All others must ring the doorbell and request entry. When individual offices are not occupied, interior office doors are locked at all times.

Open access to the seminary library is through the front door only and is allowed only during posted hours of operation. At all other times the library is locked and secured. On-line access to the catalog and data bases is available anytime.

Access to the Student Apartment buildings is by key entry, anytime, at the designated entrance doors. Individual apartments are accessed by key entry.

- The Student Apartment buildings are equipped with fire pull stations located at each end of every hallway and other locations as specified by local and state code ordinances.
- Every apartment, along with other locations, is equipped with smoke alarms as specified by code ordinances.
- Rules and regulations pertinent to occupancy, use of small appliances, use and storage of potentially hazardous materials, parking, use of controlled substances, access to laundry and storage areas, disposing of trash, interference with life safety warning devices and responsible use of utility and heating/cooling systems, along with a security disclaimer, are included as part of the lease agreement and provided to all resident students.

Access to the Student Townhouse apartments is allowed for residents with keys anytime.

- Every apartment is equipped with a smoke alarm according to local code requirements. Further, each apartment unit is designed to comply with fire containment codes in effect for townhouse style structures.
- Rules and regulations pertinent to occupancy, use of small appliances, use and storage of potentially hazardous materials, parking, use of controlled substances, access to laundry and storage areas, disposing of trash, interference with life safety warning devices and responsible use of utility and heating/cooling systems, along with a security disclaimer, are included as part of the lease agreement and provided to all resident students.

**Campus Maintenance Security Measures:** Management's right to access any apartment unit is described in item 12 of the lease agreement.

- No unaccompanied outside contractors are allowed access to any apartment.
- All vendors working on the campus property are required to check in at the Business Office prior to commencing work.
- E-mail messages are sent to residents advising of the time and details of scheduled periodic maintenance.

**Relationship with Law Enforcement:** The seminary enjoys an excellent working relationship with the University of Kentucky Police and with the Lexington-Fayette County Police Department who patrol the campus and surrounding areas on a regular basis and cooperate with information sharing and joint support, including notification of criminal action, suspicious persons, threat situations, traffic problems and other situations which may impact the safety and security of the seminary campus community and the safe and efficient operation of campus facilities.

Additionally, the seminary enjoys an excellent working relationship with the Kentucky State Police as well as state, federal and local agencies dedicated to the safety and security of the community.

**Advising Crime Victims:** Any person suffering a crime on campus will be referred to appropriate counseling resources. All members of the campus community are encouraged to report crimes on a voluntary, confidential basis. All reported crimes are included in the seminary's annual crime report statistics. Campus community members are encouraged to report all safety and security incidents or threats to the Business Office or to a member of the faculty or staff.

### **Campus Security Procedures and Practices**

All policies and procedures involving campus security are included in the seminary's on-line **Student Handbook** as well as in the **Staff Handbook** which is available to all employees. Policies and procedures are reviewed periodically for appropriate updating.

The annual Security and Fire Safety Report, which embodies all crime and fire statistics for the prior year as well as current safety and security policies and procedures, is posted on the Lexington Theological Seminary website annually. A copy of the report is also e-mailed to all current employees and students for their information.

From time-to-time, reminders about safety and security procedures and crime prevention are e-mailed by designated security authorities to members of the campus community. Timely warnings are issued by security authorities as situations present themselves. Reminders are also posted on the electronic message board and on bulletin boards throughout campus, from time to time.

The seminary's policies and procedures regarding the possession, use and sale of alcoholic beverages, drugs and firearms are enumerated in the **Student Handbook** which is available for review on the seminary website, [www.lextheo.edu](http://www.lextheo.edu) at any time.

Members of the campus community in need of drug or alcohol education or counseling are referred to the appropriate agencies by the Vice President and Academic Dean.

The seminary has no sexual assault prevention programs. Sexual crimes are reported in the same manner as other crimes and emergencies; however, faculty and employees have access to information on support and crisis organizations which might be helpful to a member of the campus community who experiences a sexual assault.

It is the seminary's policy to provide housing and/or academic accommodations, to the extent practical and possible, to crime victims as well as to any student with special needs.

Members of the campus community who require information regarding sex offenders are referred to the Lexington-Fayette County Police Department for current listings and web access addresses.

### **Missing Student Notification**

Any person who has determined that a student residing in the on-campus housing at Lexington Theological Seminary has been missing for more than 24 hours may report this situation to any member of the Business Office staff at the Seminary during regular weekday office hours. Reports should be made directly to the Lexington Police Department at other times.

- Reports made to the Business Office must include, name of the student resident, resident address, date of last contact, name, address and telephone number of the person making the report, relationship to the missing student, and reason for filing the report.
- Any missing student resident report received by the Business Office must be referred by the campus security authority to the Lexington Police Department on the day the report is received. In the case of student residents less than 18 years of age and not emancipated, the parent or guardian must be notified when the student is reported missing.
- All student residents signing a lease agreement for housing will be offered the opportunity to identify a confidential contact person to be notified if the resident is determined missing by the Lexington Police Department. Only campus officials and law enforcement officers in furtherance of a missing person investigation may have access to this information.

### **Fire Safety – Procedures, Statistics, Reports and Documentation**

At least one fire drill will be conducted on campus annually.

All fire situations on the Lexington Theological Seminary campus must be reported promptly to the Lexington Fire Department. If a fire situation occurs in a student apartment building or the administration building, the nearest fire emergency pull box should be activated. If the fire emergency occurs in the Library or in a student townhouse apartment, the fire should be reported immediately by dialing 911 and providing the appropriate information.

For evacuation instructions, see “Evacuations” section, above.

NOTE: In all cases, members of the campus community may not re-enter a fire location unless they are given explicit permission to do so by the Fire Department, Police Department or a campus security authority.

As soon as possible after summoning the fire department to a fire situation, the fire situation must be reported to a designated security authority who will initiate an emergency notification, if called for. As soon as possible, the designated

security authority will initiate a Fire Incident Report Form and will notify the seminary Business Office. Business Office personnel will enter the fire event on the Crime and Fire Log. As soon as all needed details are gathered, the Fire Incident Report must be completed by the Business Office and retained for inclusion in the annual Clery and Security reports.

**Fire Statistics:** The following statistics will be taken from the **Fire Incident Reports** and **Crime & Fire Log** which are maintained in the Business Office. Data must be collected and reported, both in the Annual Security and Fire Safety Report and the Department of Education's web-based data collection system (Clery Report), for each on-campus student housing facility:

- The number of fires and the cause of each fire.
- The number of deaths related to the fire.
- The number of injuries related to the fire that resulted in treatment at a medical facility.
- The value of the property damage related to the fire.

Any fire that is determined to be arson must be reported both as a fire statistic and as a crime statistic.

**Annual Fire Safety Report:** An annual fire safety report will be prepared and submitted for Lexington Theological Seminary along with the annual security report. The combined report, entitled, **Lexington Theological Seminary Annual Security and Fire Safety Report** must contain:

- The fire statistics listed above
- A description of the fire safety system for each on-campus student housing facility.
- The number of fire drills held the previous calendar year.
- The institution's policies or rules on portable electric appliances, smoking, and open flames in student housing facilities.
- Procedures for student housing evacuation.
- Policies for fire safety education and training programs for students, faculty, and staff.
- A list of titles of each person or organization to which individuals should report that a fire has occurred.
- Plans for future improvements in fire safety, if determined necessary by the institution.

**Fire Log:** This document is kept together with the crime log and is accompanied by the Fire Incident Reports. For each fire, the log entry must include:

- The nature of the fire

- The date the fire occurred
- The time of day the fire occurred, and
- The general location of the fire.

### **Annual Security & Fire Safety Reporting**

- Throughout the year, a file is kept on all incidents of crime and fire which occur on the LTS campus. The file is to include three elements:
  1. A crime/fire log (see exhibit). The crime log is maintained by the Business Office. Information contained in the log is gathered from the incident forms described below.
  2. Crime Incident Report Form(s) – one completed form for each criminal incident which has occurred on campus during the calendar year (see exhibit). The security authority to which the crime is reported completes this form.
  3. Fire Incident Report Form(s) – one completed form for each fire incident which has occurred on campus during the calendar year (see exhibit). The security authority to which the fire is reported completes this form with the assistance of the Business Office if damage is sustained.
- **Request for Annual Police Crime Analysis Report:** Prior to August 1 of any report year, the seminary's Accreditation Liaison prepares a letter to the Lexington-Fayette Urban County Division of Police, requesting data for the preceding calendar year as follows: Calls for Service, Reported Crime, and Arrests for the Lexington Theological Seminary Campus and Campus Housing Locations and for the entire streets constituting a perimeter around the campus. The request may be submitted by fax.

This report provides back-up information to the crime log, along with additional information about the areas surrounding campus, which is required for the compliance reports. The report is reviewed and incidents which must be reported are noted.

- **Minger Report:** On or about mid-August, the Seminary President will receive a letter from General Counsel for the Kentucky Council on Postsecondary Education, informing the President that the Michael Minger Act Report for the prior year is to be filed by the end of the month. The report is filed on-line by the Seminary's Accreditation Liaison. There are six sections; the three narrative sections are updated only for changes from the prior year. The three tables are used to report (1) Crimes; (2) Criminal Attempts; and (3) Incidents if not included in 1 or 2 but included on Crime Log. The Accreditation Liaison completes this report on-line, entering the crime data retained by the Business Office for the prior year along with any additional

crime data reported in the Police Department Crime Analysis but not reported to the Business Office.

- **Clery Report:** On or about mid-July the Seminary will receive a letter from the Director of the Policy and Budget Department of the United States Department of Education, Office of Postsecondary Education. This letter will notify of any upcoming changes to the Clery reporting requirements and will include web addresses to be used to access the Clery Act Handbook for Crime Reporting and the report filing website. The Clery Report is filed by the Seminary's Accreditation Liaison.

The on-line *Handbook for Crime Reporting* will contain instructions and definitions which should be followed for completing the Clery Act information.

- Data for completion of the crime statistics section must be drawn from review of the Crime Log and the Police Crime Analysis Report mentioned above. (Data for the prior two years appear automatically on the report.)
- The Disclosure of Policy Statements section should reflect the latest version of approved and published Seminary policies which refer to the topics cited.

After completing the survey and reviewing the input, the survey is locked. It then becomes available to the public and no part can be changed.

- An Adobe pdf file of the report is saved and filed for use in the Annual Security and Fire Safety Report

**Additional Procedural Requirements:** Two additional procedures are required for compliance with Minger and Clery. They are: publication of an Annual Security and Fire Safety Report for the seminary and its dissemination to all employees and students; and, a letter of notification by the President of the Seminary, directed to campus security authorities and outlining their duties and requirements under the law for the current year.

- The annual crime data for the Seminary is combined with the annual fire incident information and a single **Annual Security & Fire Safety Report** is developed. The report must include crime and fire statistics as well as notification of policies and procedures according to the latest USDE requirements. These requirements are listed in the *Clery Act Handbook*, available on-line. This report must be posted on the Seminary Website and a broadcast e-mail message to all students, faculty and employees must notify of its availability. This must be completed before October 1<sup>st</sup> of each year.

- The **President's Annual Communication to Security Authorities** ensures that those personnel responsible for campus security (designated security authorities) have been informed of their responsibilities for crime and safety reporting for the year and are aware of procedures currently in effect.
  
- **Designated Security Authorities** for the calendar year 2012 are as follows:
  - Laura Davis, Chief Financial Officer
  - Charles Redmon, Facilities Department Head
  - Dolores Yilibuw, Acting Director of the Library
  - Richard Weis, Vice President and Academic Dean

**EXHIBIT**

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**LTS Housing Corporation**

631 South Limestone  
Lexington, KY 40508  
(859) 252-0361

**LEASE AGREEMENT**

**RENEWAL**

\_\_\_\_\_ ("Resident") agrees to lease from LTS Housing Corporation, No. \_\_\_\_ (the "Apartment") of the LTS Housing Corporation Apartment Community (the "Apartment Community") located at 631 South Limestone, Lexington, Kentucky 40508, upon the following terms and conditions:

1. **OFFER TO LEASE:** Management acknowledges receipt of the sums set forth below. If Management does not accept this Agreement within 30 days of the date hereof, said money shall be refunded:

	Payable Prior to Occupancy	Received	Balance Due Prior to Occupancy
Apartment Rent 1st Month (prorated if applicable)			
Security, Cleaning & Damage Deposit (Combined)			
<b>TOTAL</b>			

**\*Rent & Deposit must be two separate checks**

2. **TERM:** The initial term of this Agreement shall begin at 12 noon \_\_\_\_\_ (the "beginning date"), and end at 12 noon \_\_\_\_\_, \_\_\_\_\_.
3. **POSSESSION:** If there is a delay in delivery of possession of the Apartment, rent shall be prorated on a daily basis. If possession is not granted within ten (10) days after the beginning date, then Resident may cancel this Agreement by written notice to Management and have full refund of any monies paid Management. Management shall not be liable for damages caused by delay in possession.
4. **RENT:** Rent is payable monthly in advance at the rate of \$\_\_\_\_\_ per month within the first five (5) working days of each calendar month at the office of Management. Management may increase the monthly rent during the initial term or any month-to-month extension hereof by giving Resident at least (60) days prior written notice whereupon Resident shall be liable for the increased rent unless Resident (a) terminates this Agreement by written notice delivered to Management within thirty

(30) days after receipt of the rent increase notice, such termination to be effective as of the effective date of the rent increase; (b) vacates the Apartment before said effective date; and (c) pays all monies due through the effective date of termination. The foregoing shall not relieve Resident of his obligations and liability for damage to the Apartment or the Apartment Community. Rent will increase annually every June 1 in line with current market rates.

5. **RETURNED CHECKS:** If Resident's check is dishonored, Resident agrees to pay AN ADDITIONAL \$25.00 FOR THE DISHONORED CHECK. After one check is returned, all future rent charges shall be paid by cashier's check, cash, credit card or money order.
6. **SECURITY DEPOSIT:** The Security, Cleaning and Damage Deposit will be returned to Resident within thirty (30) days after the end of the lease term if: (a) all obligations of Resident have been performed and (b) the Apartment is not damaged and is left in its original condition, normal wear and tear expected. Retention of said deposit shall not prevent Management from recovering additional damages. Resident agrees not to apply the deposit to any rent payment. The deposit is held in Account No. 340028309 of PNC Bank, Kentucky. Resident acknowledges that he has been given a list of any existing damages to the Apartment as of the date of move-in, given the right to inspect the same, and has approved the list except as previously specified in writing to Management. A check-out appointment shall be made with the Housing Director to determine any damage, cleaning, etc. necessary to receive deposit upon move-out.
7. **RENEWAL TERM:** Either party may terminate this Agreement at the end of the initial term by giving the other party thirty (30) days written notice prior to the end of the term, but if no notice is given, then the Agreement will be extended on a month-to-month basis on the same terms and conditions contained in this Agreement; provided, however, that in such event the term "rent" as used in the Agreement shall increase to the current market rent for such unit type as market rent is determined each month. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term, notwithstanding the provisions of Paragraph 4(a) hereof allowing Resident to terminate this Agreement upon written notice to Management within thirty (30) days of Resident's receipt of a rent increase notice.
8. **SUBLET:** Resident may not sublet the Apartment or assign this Agreement without the written consent of Management.
9. **UTILITIES:** Management shall pay all utilities, except phone, cable and internet.
10. **EARLY TERMINATION:** Does not relieve resident of the balance of the rent that is due according to the Lease Agreement. The foregoing shall not relieve the Resident of his obligations and liability for physical damage to the Apartment or Apartment Community.

11. DESTRUCTION: If the Apartment is made uninhabitable for ten (10) days by fire not the fault of Resident, Resident's family, licensees, invitees or guests, then Resident may terminate this Agreement by notice to Management. Management shall not be liable for any injury or damage arising out of or resulting from any such fire or uninhabitability. If the Apartment Community is taken by or conveyed to a governmental authority in whole or in part, or is destroyed by any cause, in whole or in part, or to such an extent as to make it uninhabitable. Management may, at its option, terminate this Agreement. Resident hereby releases to Management all rights to any compensation paid by any governmental authority.
12. RIGHT TO ACCESS: Management may enter the Apartment, during reasonable hours and without notice, for inspection, repairs, display to prospective tenants, maintenance and improvements. Management may enter at any time to protect life and prevent damage to property.
13. USE: The apartment shall be used for residential purpose only and shall be occupied only by the persons named in Resident's application to rent. The Apartment Community shall not be used in violation of any applicable laws or ordinances nor so as to interfere with the quiet enjoyment of other residents of the Apartment Community.
14. DISCLAIMER: Management shall not be liable for injury or damage in or about the Apartment or the Apartment Community except where such is due to Management's gross negligence. Resident shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the Apartment.
15. PETS: No animals or pets shall be permitted in the Apartment.
16. INDEMNIFICATION: Resident releases Management from liability for and agrees to indemnify Management against all losses incurred by Management as a result of: (a) Resident's failure to comply with this Agreement; (b) any damage or injury happening in or about the Apartment to Resident, Resident's family, licensees, invitees or guests, or such persons' property; (c) damage or loss in or about the Apartment or Apartment Community caused by Resident, Resident's family, invitees or guests; (d) Resident's failure to comply with any requirements imposed by any governmental authority; or (e) any judgment, lien or other encumbrance filed against the Apartment or the Apartment Community as a result of Resident's actions.
17. NON-WAIVER: Failure of Management to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of Management's rights to act on any violation hereof.
18. REMEDIES CUMULATIVE: All remedies under this Agreement at law or in equity shall be cumulative.

19. ATTORNEYS' FEES: If either party institutes legal action under this Agreement, the prevailing party shall receive reasonable attorneys' fees in addition to court and other costs from the other party.
20. NOTICES: All notices by Management shall be in writing and given personally, mailed or tacked to the Apartment or posted in the common areas. All notices from Resident to Management shall be in writing and given personally, or mailed.
21. REPAIRS: Resident accepts the Apartment "as is", unless there is anything noted on the Check-In Report. Resident agrees to keep and, at the end of the term, return the Apartment and fixtures therein in a clean and sanitary condition and in good repair. Management will make repairs required by law to the Apartment with reasonable promptness after receipt of written notice, if any damage beyond normal wear and tear is caused by Resident, Resident's family, licensees, invitees or guests, Resident agrees to immediately notify Management of such damage and to pay Management the cost of repair thereof within five (5) working days of demand thereof. Resident may not alter, paint, paper, redecorate or structurally change the Apartment nor remove any fixtures therefrom.
22. ABANDONMENT: Resident shall not abandon the Apartment. If Resident's personal property remains in the Apartment after termination or expiration of the Agreement or abandonment of the Apartment, Management may, without notice, store or dispose of same and relet the Apartment. Management shall not be liable for any injury or damage arising out of or resulting from any reasonable disposal of such property.
23. SUBORDINATION: Resident's rights under this Agreement shall at all times be junior and subordinate to any deed to secure debt or other instrument which is now or is later placed on the premises of which the Apartment is part to secure a debt; and if requested. Resident shall execute promptly any certificate that Management may request to specifically implement the subordination provided for in this paragraph.
24. JOINT AND SEVERAL LIABILITY: In the case of roommates, Management has the right to hold any single roommate or combination of roommates responsible for the full amount of the rent should any one party default from the Agreement.
25. DEFAULT BY RESIDENT: Any breach or violation of any provision of this Agreement by Resident or any untrue or misleading information in Resident's application to rent shall give Management the right to immediately terminate this Agreement and sue for possession of the Apartment, damages and past due and future rent. Resident acknowledges and agrees that in the event of such termination Resident's obligation as to future rent shall be payment of (a) the remaining balance due in the term of the lease, plus (b) one month rent as expenses for repainting and cleaning the Apartment. **RESIDENT ACKNOWLEDGES THAT THE DAMAGES TO MANAGEMENT CAUSED BY SUCH TERMINATION ARE DIFFICULT OR IMPOSSIBLE TO ESTIMATE ACCURATELY, THAT THE AMOUNTS TO BE PAID**

UNDER CLAUSES (A) AND (B) ABOVE ARE LIQUIDATED DAMAGES AND NOT PENALTIES, AND THAT THESE SUMS ARE REASONABLE PRE-ESTIMATES OF THE PROBABLE DAMAGES TO MANAGEMENT IN THE EVENT OF SUCH TERMINATION. The foregoing shall not relieve Resident of his obligations and liability for physical damage to the Apartment or Apartment Community.

26. SEVERABILITY: If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of the Agreement.
27. RULES AND REGULATIONS: Resident, Resident's family, licensees, invitees and guest shall comply with all governmental laws and regulations and all rules and regulations issued by Owner, which may be changed during the term of the Agreement. Any changes will be given personally, mailed by registered or certified mail or posted in the common areas. Resident hereby acknowledges receipt of copy of such rules and regulations. Failure of Resident, Resident's family, licensees, invitees or guests to so comply shall constitute a default by Resident under this Agreement and Management will then issue a "THIRTY (30) DAY NOTICE TO TERMINATE TENANCY".
28. ENTIRE AGREEMENT: This Agreement (including current rules/regulations) constitutes the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
29. SECURITY: RESIDENT HEREBY AGREES AND ACKNOWLEDGES THAT MANAGEMENT AND OWNER SHALL NOT PROVIDE AND SHALL HAVE NO DUTY TO PROVIDE ANY SECURITY SERVICES TO RESIDENT OR THE APARTMENT COMMUNITY. RESIDENT SHALL LOOK SOLELY TO THE PUBLIC POLICE FORCE FOR SECURITY PROTECTION. Resident agrees and acknowledges that protection against criminal action is not within the power of Management and Owner, and, even if from time to time Management provides security services, those services cannot be relied upon by Resident and shall not constitute a waiver of, or in any manner modify, the above Agreement. Management and Owner shall not be liable for failure to provide adequate security services or for criminal or wrongful actions by others against Resident, Resident's family, licensees, invitees or guests.
30. The 2004 General Assembly now requires Universities to tell students living on campus whether a residence building has a sprinkler system. Please be aware that **NONE** of our resident apartment buildings or townhouses has any type of sprinkler system.
31. SPECIAL STIPULATIONS, IF ANY:

LTSHC Agent \_\_\_\_\_ Date  
Resident \_\_\_\_\_ Date  
Phone number \_\_\_\_\_  
E-Mail address \_\_\_\_\_  
Resident \_\_\_\_\_ Date  
Phone number \_\_\_\_\_  
E-Mail address \_\_\_\_\_

LTS Housing Corporation  
Student Housing  
Rules/Regulations

To help us make your apartment a better place to live and study we ask that you give us your full cooperation in abiding by the following rules and regulations.

1. The occupancy of your apartment is limited to those persons listed in your lease. Guests staying more than 7 days must be registered with the Business Office. If guests have a car on campus, please pick up a temporary parking sticker.
2. You will be issued appropriate key(s) at the time you occupy your new apartment. Locks are to be changed only by management at a charge of \$100. In the event of loss of key(s), a charge of \$25 per key will be necessary. Keys may only be obtained from the Business Office; copying of keys is strictly prohibited.
3. Please lock your door and keep your keys on you when leaving your apartment; if we have to open your door for any reason you will be charged \$20 each time M-F 8am-4pm, any other time there will be a charge of \$50.
4. Every individual enjoys decorating their apartment; however, we request you limit your decorating to pictures, plants, and accessories.
5. Do not put nails or screws, etc. into the cabinetry, doors, ceiling, or any of the woodwork.
6. Mini-blinds are provided for your convenience, however, we ask that if you hang curtains that you use an expandable curtain rod. When hanging pictures, etc. use small nails or anchor bolts. Do not use adhesive stick on hangers as they will tear

the drywall paper. No aluminum foil, signs or posters, etc. are to be placed on the windows, doors or in the hallways.

7. Waterbeds are not permitted in apartments, since leakage may cause structural as well as water damage. Any damage cost resulting from illegal use of waterbeds will be charged to resident.
8. Your apartment building is scheduled for pest control services the 1st Tuesday of every month, usually 8 to Noon. If you have a specific problem with pests, notify the office and special attention will be paid to the problem. Your apartment is expected to be maintained in an acceptable state of cleanliness to avoid insects, health hazards, etc.
9. Please be considerate of the other residents at all times. Televisions, radios, stereos, musical instruments, and your conversations are to be kept at a low volume so your neighbors will not be disturbed.
10. The erection of aerials, antennas, or other structures for radio, television, or any other purpose is prohibited. Please do not attach anything to the exterior of any building. Plants and decorations, in addition to people, are not allowed on the roof area.
11. Because of wind, rain, and animals, we ask that garbage/trash be kept inside your apartment until the time you take it to the trash dumpster. Garbage/trash is to be placed inside the dumpster. Do not leave trash in hallways outside your apartment, it will be removed and you will be charged.
12. Bicycles, motorcycles, skateboards, and roller skates are not to be ridden on the sidewalk or through the courtyards. All bicycles and recreational equipment are the responsibility of their owners. Anything left outside, or in common areas unused at the end of the day, will be disposed of by management. All plants/flower pots, etc. are to be kept on your porch, do not put pots in lawn area.
13. All vehicles must be registered, have a valid LTS parking permit, have current and valid state registrations and be operable. Boats and trailers are not permitted on the premises. It is suggested that all vehicles be locked, as we are not responsible for any lost or stolen articles.
14. All requests for maintenance must go through the Business Office. Requests can be made by telephone (859)252-0361, in writing or in person during the hours 8:00am to 4:00pm, Monday through Friday. For after hour EMERGENCIES ONLY, call (859) 280-1244.
15. The laundry room is available for your convenience twenty-four hours daily. We ask that you help maintain this room in a clean and tidy manner. You can help by cleaning any spills, removing the lint from the traps and disposing of any trash.

Please remove clothing from machines promptly. Do not use tints or dyes. Report any malfunction of machines to the Management.

16. Help keep your community beautiful. Dispose of cigarettes, candy wrappers, papers and other trash in appropriate waste containers; avoid using lawns, parking areas, and flower beds.
17. The illegal use of controlled substances is prohibited on the LTS campus.

18. Please park your car in the designated area and be sure you have your permit displayed appropriately to avoid having your vehicle towed. Parking permits can be obtained at the Business Office. Visitors are to park in the lot behind the Seminary, parking spaces should be left open in front of apartments/townhouses for those who live there.
19. Please observe ONE-WAY traffic pattern and speed limit of 10 m.p.h. in the parking lot.
20. The EPA prohibits the disposal of used motor oil by "dumping" on the ground or in the dumpster. Please dispose of at an appropriate facility.
21. Commodes/drains will not accommodate any sanitary product (such as napkins, tampons), toys, diapers, paper towels, etc. A service charge will be made for removal of these type items from the commode/drains. Do not use any drain cleaner (Drano, Liquid Plumber, etc.). They generally make the problem worse, destroy pipes, and are extremely dangerous to maintenance staff. If these chemicals have been used, we will use a "Roto-Rooter" service who will charge for the call and a cable since the cables are weakened by the chemicals. This charge will be added to your rent. Do not use chlorine tablets in tank, as this weakens internal parts.
22. There will be a \$300 transfer fee if apartments are changed due to tenants' request at any time (even if initial term has expired). New apartment must be accepted "as is", less any damage by previous tenant.
23. Personal possessions are to be in apartment or assigned storage locker (not halls, sidewalks, lobbies, etc.), and only in the locker assigned to you, do not put items in empty lockers. Unauthorized items will be disposed of without notice.
24. Please use the following guidelines when depositing trash in the dumpsters located on campus:
  - a) Place all items in the dumpster, not beside it or on top of it. The dumpster is for trash only, absolutely NO other items shall ever be put in the dumpster.
  - b) In the event the dumpster is full, please double bag your trash and dispose of it when the container has been emptied. The scheduled pick up days are Tuesday & Friday of each week.
  - c) Any items such as, furniture, TV's, carpet, mattress/box springs etc...you must arrange special pick up with the City.
  - d) Any large boxes used for packing or storage should be cut or folded into smaller pieces before being placed into the container.
  - e) Please do not park in front of the container; the driver cannot pick it up without free access. If your vehicle is blocking access to the dumpster, it will be towed!
25. Telephone and cable T.V. hookups are provided for your convenience, any additional outlets are prohibited.

26. No goods or materials of any kind or description which are combustible or would increase fire risk shall be placed in storage areas or on patios. Storage in such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage. Heating/air conditioning closets are not to be used for storage purposes.
27. Federal Law prohibits anyone from interfering with or disabling any life safety warning device. Also, please DO NOT spray any foreign material i.e. hair spray, air freshener, etc...at or near any fire alarm, this will cause damage to the unit and will result in resident being responsible for the replacement charge.
28. See attached memo dated April 17, 2001 for heating and cooling systems for campus buildings.

To avoid misunderstandings regarding the SECURITY DEPOSITS, the following information is provided. RELEASE OF THE SECURITY DEPOSIT IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. Full term of lease has expired.
2. A written notice of Intent to Vacate must be given 30 days in advance to said vacating.
3. No damage to property beyond normal wear and tear.
4. Entire apartment including range, refrigerator, bathroom, closets, cupboards and floors are clean.
5. No unpaid legal charges or delinquent rent.
6. All keys and parking permit must be returned, deposit is forfeited if these are not returned.
7. All debris, rubbish and discards placed in proper rubbish containers.
8. Forwarding address left with Management.
9. "Move-in" form must be completed when you move in and signed by the Housing Director and the Resident. This form must also be completed when you move out.

#### QUESTIONS AND ANSWERS ON SECURITY DEPOSIT POLICY

- Q. What charges are made if the prerequisite conditions are not complied with?  
A. The costs of labor and materials for cleaning and repairs will be deducted.
- Q. How is Security Deposit returned?  
A. By a check mailed to the forwarding address. No pick-ups from the office.
- Q. Can the Security Deposit be applied to any rent still outstanding?  
A. No. All rents must be paid separate and apart from the Security Deposit.

I/We hereby acknowledge that I/We have read the foregoing Rules and Regulations and hereby agree to abide by each and every one.

Resident \_\_\_\_\_ Date

Resident \_\_\_\_\_ Date



Date: April 2004

From: Facilities Department

To: The Seminary Community

Subject: Heating and cooling systems for campus buildings

Lexington Theological Seminary utilizes three 2-pipe hot/chilled water systems to provide heating and/or cooling to most of the buildings on campus. One system serves the Administration building, another the Library and Chapel, and the third serves the 3 apartments buildings. This type of system through a network of pipes, (supply and return), with the aid of a series of pumps and valves, is used to distribute water, (the medium), from the generating equipment, (boilers for heating, chillers for cooling), to the fan-coil terminal units located in the classrooms, offices and apartments.

Systems such as these do not allow for simultaneous operation of the heating and cooling equipment. The conversion process for 2-pipe systems usually requires 2 to 3 days to complete and the following steps must be performed to each systems every time they are converted to ensure proper operation.

- The generating equipment is cleaned prior to being placed into operation.
- All motors and pumps are lubricated.
- Chillers and exterior lines are drained in the fall and re-filled in the spring to prevent damage due to freezing.
- Valves and pumps are switched to divert the water to/from the generating equipment.
- Water treatment is added to the system to prevent corrosion.
- Refrigerant systems are checked for leaks. (To properly accomplish this step there should be a sufficient load/demand on the system, I.e..**HEAT**)
- Controls are checked and calibrated to allow the equipment to operate at peak efficiency.

Rapid and frequent switching between heating and cooling could place undue stress on both the equipment and piping systems.

The decision to convert the systems from heating to cooling/cooling to heating is made using the following criteria:

- **Kentucky law** requires landlords to provide **heat** for residents from **October 1<sup>st</sup>** through **May 1<sup>st</sup>**. *A city ordinance extends the deadline through **May 15<sup>th</sup>**.*
- **The weather.** During the Spring and Fall seasons Lexington can experience a mixed bag of weather conditions in a very short period of time.

I hope our explanation of how the HVAC systems function, what is required to ensure their proper operation and the criteria used to determine when to convert them will help everyone better understand the process involved.

**EXHIBIT**  
*Page 1 of 3*

**Lexington Theological Seminary  
Crime Incident Report Form**

This form should be completed by those individuals identified as "campus security authorities" who are required to report information they receive about specified crimes (described below) pursuant to the federal Clery Act. The information collected from these forms will be used to prepare a compilation of statistical crime information that will be included in the campus' Annual Security Report.

It is the policy of Lexington Theological Seminary to ensure that victims and witnesses to crime are aware of their right to report criminal acts to the police, and to report Seminary policy violations to the appropriate office (e.g., student conduct violations to the Office of the Dean). However, if a reporting person requests anonymity, this request must be honored to the extent permitted by law. Accordingly, no information should be included on this form that would personally identify the victim without his/her consent.

The office of the Chief Financial Officer/Business Manager will use this form to determine the category of crime and location under which the crime should be reported according to the requirements of the Clery Act.

Please forward this completed form to: Laura Davis, Chief Financial Officer  
631 South Limestone Street, Lexington, KY 40508  
fax. (859) 281-6042 office: (859) 280-1236

Person Receiving Report: \_\_\_\_\_ Phone Number:  
\_\_\_\_\_

Report Made by:

\_\_\_\_\_ Victim

\_\_\_\_\_ Third Party Please identify relationship to victim: \_\_\_\_\_

Date and Time the Incident occurred: \_\_\_\_\_

Description of the incident or crime: \_\_\_\_\_

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**Location of Incident**

Identify building name, address, etc.; be as specific as possible): \_\_\_\_\_

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The location where this incident occurred was:

- \_\_\_\_\_ On campus, but not in student housing
- \_\_\_\_\_ On campus student housing
- \_\_\_\_\_ Off-campus affiliated property (owned, controlled, or affiliated with the campus; e.g., leased property, fraternity, student co-op)
- \_\_\_\_\_ Off-campus public property immediately adjacent to campus
- \_\_\_\_\_ Off-campus, NOT affiliated with or not adjacent to campus
- \_\_\_\_\_ Unknown

**Sex Offenses**

Examples of sex offenses are rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

Was this crime a sexual offense? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, were the victim and the assailant acquainted? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, were either the victim or the assailant under the influence of alcohol or drugs?

Victim:        \_\_\_\_\_ No    Yes, alcohol \_\_\_\_\_        Yes, drugs \_\_\_\_\_

Assailant:    \_\_\_\_\_ No    Yes, alcohol \_\_\_\_\_        Yes, drugs \_\_\_\_\_

**Hate Crimes**

Hate crime information is required to be reported for each of the following crimes (criminal homicide, sex offense, robbery, aggravated assault, burglary, motor vehicle theft, arson, larceny, theft, simple assault, intimidation, destruction/damage/vandalism of property) and for any other crime involving bodily injury.

Was this incident motivated by hate or bias? \_\_\_\_\_ Yes ; \_\_\_\_\_ No .

If yes, identify the category of prejudice:

\_\_\_\_\_ Race                      \_\_\_\_\_ Ethnicity                      \_\_\_\_\_ National Origin  
\_\_\_\_\_ Religion              \_\_\_\_\_ Disability                      \_\_\_\_\_ Sexual Orientation

If yes, provide a brief explanation of the determination:

**Alcohol, Drug and Weapons Law Violations**

Check all that apply:

\_\_\_\_\_ Alcohol                      \_\_\_\_\_ Drugs                      \_\_\_\_\_ Weapons

Describe:

Number of individuals arrested or referred for campus disciplinary action:

\_\_\_\_\_

Names of individuals, if available, and relationship to Lexington Theological Seminary (e.g. student, faculty member, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT**

**Lexington Theological Seminary  
Fire Incident Report Form**

This form should be completed by those individuals identified as “campus security authorities” who are required to report information they receive about fires occurring at an on-campus student housing facility pursuant to 2009 additions to the federal *Clery Act*. The information collected from these forms will be used to prepare a compilation of statistical information that will be included in the campus’ Annual Fire Safety Report Report.

Please forward this completed form to: Laura Davis, Chief Financial Officer  
631 South Limestone Street, Lexington, KY 40508  
fax. (859) 281-6042 office: (859) 280-1236

Person Receiving Report: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date and Time Report was Received: \_\_\_\_\_ Arson Suspected?  YES\*  NO

Report Made by:

\_\_\_\_\_ Resident

\_\_\_\_\_ Other (Please identify) \_\_\_\_\_

Date and Time the Fire occurred: \_\_\_\_\_ (Date) \_\_\_\_\_ (Time)

Description of the Fire: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Fire: \_\_\_\_\_

Death(s) related to the fire: \_\_\_\_\_

Injuries related to the fire that resulted in treatment at a medical facility \_\_\_\_\_

Description of Property Damage and Dollar Value of Damage: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* NOTE: If arson is suspected, the fire incident must also be entered as a crime on the log and a *Crime Incident Report* must also be filed.

# Exhibit

## Lexington Theological Seminary Crime & Fire Log

(see: Handbook for Campus Crime Reporting, Chapter 6)

Calendar Year \_\_\_\_\_

Page \_\_ of \_\_

<b>Nature of Incident or Fire</b>	<b>Case Number</b>	<b>Date/Time Reported</b>	<b>Date/Time Occurred</b>	<b>General Location</b>	<b>Disposition Including Deaths or Injuries</b>

## Exhibit

### Missing Student Confidential Contact Form & Emergency Alert Notice

The Campus Security Act, 34CFR668.46(b) requires that any report of a student residing on our campus and determined to be missing for more than 24 hours must be forwarded to the Lexington-Fayette County Police Department. You have the option to identify a confidential contact person to be notified in the event the police initiate a missing person investigation on your behalf. Only campus officials and law enforcement officers in furtherance of a missing person investigation would have access to this information.

- If you choose to identify a confidential contact person, please provide the necessary information below.

NAME: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

- If you choose not to identify a confidential contact please check the line below.

\_\_\_\_\_ I choose not to identify a confidential contact person.

Thank you for your cooperation. This information will be retained in our confidential file.

**Emergency Alert Notice:** Lexington residents can sign up for public safety alerts sent directly to their cell phone. Management strongly recommends that all residents register for this important service at [www.Lexingtonky.gov/lean](http://www.Lexingtonky.gov/lean).

**Lexington Theological Seminary**  
**Crime & Fire Log**  
 (see: Handbook for Campus Crime Reporting, Chapter 6)  
**Calendar Year 2011**

<b>Nature of Incident or Fire</b>	<b>Case Number</b>	<b>Date/Time Reported</b>	<b>Date/Time Occurred</b>	<b>General Location</b>	<b>Disposition Including Deaths or Injuries</b>
<b>NO CRIMES REPORTED</b>					
<b>NO FIRES</b>					

No crimes were reported to the business Office during 2011, no fires occurred on campus during 2011.