2017-18 Institute of Buddhist Studies Dormitory Policy, Procedures, and Contract

2717 Haste Street, Berkeley, California Contractual Agreement and Notification to Dormitory Residents Regarding Policies and Procedures

1. Applying for residence in the IBS Dormitory means applying to join a community with a shared commitment to the principles of Shin Buddhism. In other words, the IBS Dormitory is a religious community, not simply a rooming house or residence hall. This means that each resident has a commitment to harmoniously working together with all other residents, and examining one's own actions and attitudes first whenever disharmony or conflict may occur. It also means a commitment to maintaining open communication. It has been recognized since the time of Shakyamuni Buddha that the failure of communication is destructive to community life and that it is our community life that supports our individual quests for awakening.

2. Dormitory manager has the responsibility and authority for the day to day running of the dormitory. This includes but is not limited to scheduling use of the guest room, and scheduling any needed maintenance.

3. Efforts will be made to notify residents (bulletins posted in downstairs hallway and/or email notifications) of events scheduled for the dormitory that may impact residents (orientation, meetings, maintenance and repair, etc.). When it is feasible, major repairs will be scheduled for winter or summer break so as to inconvenience residents as little as possible. In the event of an emergency, however, it may be necessary to schedule repair work at the soonest time possible. In the event of an emergency, it may be necessary to access resident's rooms without notice. By signing this agreement, you give management permission to do so.

4. Cooperation with the dormitory manager is expected. It is difficult to take proper remedial action when complaints are only made verbally. Therefore, any substantive complaints regarding the management of the dormitory are to be made in writing and directed, first, to the Director of Student Services and, if necessary, to the IBS Dean of Students and Faculty Affairs.

5. Contract entitles resident to room, kitchen access, bathroom access, living room and library access, and use of washer/dryer only.

6. No additional storage space (e.g., in basement, downstairs rooms, or hallways) is included in this agreement. Personal items may not be stored in hallways, as this constitutes a fire hazard.

7. Dormitory will provide:

• utilities, garbage collection, repairs and maintenance, and custodial service for common areas (residents are responsible for maintaining and cleaning their own private rooms),

• toilet paper, hand soap, and paper towels for bathrooms

• basic cleaning supplies, dishes, pots & pans, cooking utensils, eating utensils, and dishcloths for kitchen

• rice and soy sauce for shared use

8. Term of the contract is ordinarily from August 1 through May 31, that is, for a full academic year. Payment is due monthly, payable on the first of each month. Checks are to be made payable to "Institute of Buddhist Studies." *Subletting is not permitted.*

9. A \$200 security and cleaning deposit is required. This is refundable, less a \$50 room cleaning fee, when the room is left clean and neat, and all keys are returned.

10. Residence is renewable by application. There is no assumption that past residence will guarantee renewal of contract, or use of the same room as previously contracted. Applications for residence are due by May 15th for following academic year or Fall term, and October 15th for the following Spring term. Replies to applications will be made by July 1st, and December 1st, respectively.

I have received and been given an opportunity to examine and ask questions about the terms of this contractual agreement, along with the attached policies and procedures, and accept the terms and conditions as set out herein.

Resident's Name:		
Room Number: N	Monthly Rate:	
Dorm Contract Start Date (move-in): _		End date (move-out):
Student Signature:		Date:
Manager Signature:		Date:
Registrar Signature:		Date:

* Dorm Manager: please make 3 copies of signatory page; (1) for resident, (2) for Director of Student Services, (3) for your own files.

INSTITUTE OF BUDDHIST STUDIES Dormitory Policies and Procedures

CHECK-IN/CHECK-OUT

Residents will be able to move into the residence hall as of the 16th of August, approximately one week prior to Student Orientation for the Fall term, unless other arrangements have been made with the Institute of Buddhist Studies (IBS) dormitory manager. The resident will not have to move out during the winter and spring breaks; charges are monthly and continuous for the term of resident's lease.

• SUBLETTING IS NOT PERMITTED.

When the resident checks in with the dormitory manager, he or she will be issued two keys: one to the front door and the other to his or her room. A \$100.00 per key replacement fee will be charged for any lost keys. Do not make duplicates of them. Residents will also receive a copy of the dormitory policies and procedures, and a map of evacuation routes and location of the fire extinguishers. Residents must sign a contract and pay a \$200 cleaning deposit upon moving in. A nonrefundable cleaning fee of \$50.00 will be deducted from the cleaning deposit upon moving out of the IBS dormitory.

Residents have until the 31st of May to check out. Residents who have made advance arrangements for a one semester contract have until either December 31st or May 31st to check out. Extension of contract over the summer is possible by separate agreement. At the time of check out, the dormitory manager will inspect the room for cleanliness and any damage. The resident will be responsible for damage that is clearly beyond what is considered normal use. If repairs are necessary, the expense will be deducted from the resident's deposit. The room must be, with the exception of prior furnishings, completely emptied. Keys must be returned, and forwarding addresses left with the manager. Be sure to notify organizations that send you mail of your new address, as the postal service cannot forward mail from the IBS Dorm.

Residents are not permitted to move any furniture out of their assigned rooms without notifying and receiving the approval of the dormitory manager. Any residents who have not notified and received approval from the dormitory manager will be held responsible for any items missing and will need to pay for the replacement of such items.

Applications for residence are on a first come first served basis, subject to the priorities listed below. Decisions regarding residence applications are made by IBS administration in consultation with the dormitory manager. Such decisions are final. When applying to the dormitory, the term of lease is ordinarily one academic year (August through May). If applying for the Spring semester, the lease is only for the Spring semester of that year (January through May). You must reapply in the annually for dormitory residence.

PRIORITIES FOR RESIDENCE

At the direction of the IBS Board of Trustees, there is a set of priorities for residence. These priorities are as follows:

a) IBS degree program students

- b) IBS certificate program and special students
- c) GTU students
- d) visiting scholars
- e) IBS alumni/ae
- f) UCB graduate students having BCA connections
- g) UCB undergraduate students having BCA connections
- h) any others having IBS, GTU, Ryukoku, BCA, or Hongwanji connections
- i) any others having Buddhist connections

POLICY FOR THE IBS DORMITORY REGARDING SHORT TERM RENTALS

1. The normal rental term is a full academic year as first preference, one semester as second. That is, when making decisions about who will be allowed to lease a room in the IBS Dormitory, those students wishing to lease for a full year (August through May), will be given priority, then those wishing to lease for a semester will be given next priority.

2. <u>Medium Term</u>: When space is available, dorm rooms may be rented for periods shorter than the usual semester or academic year. If someone wants to rent for a month or more (in increments, and only a as single block of time), rent will be prorated for the usual monthly rate plus a one-time \$100 cleaning fee. Medium terms renters will have access to the kitchen facilities.

Thus, for example, for a room that usually leases for 400/m on the second be 400 rent + 100 cleaning fee = 500 total. If it is rented for five weeks, the charge would be 500 rent + 100 cleaning fee = 600 total.

3. <u>Short Term & Guest</u>: When space is available, dorm rooms may also be rented as guest rooms for periods of less than a month. The rate for these rooms shall be \$65 per night, plus a one-time \$50 cleaning fee. Short term renters will not have access to the kitchen unless invited by a resident. Payment should be made to the dormitory manager prior to receiving guest room and front door keys.

4. Exceptions may be made with the approval of the IBS administration.

RENT COLLECTION

Rental fees are due on the FIRST DAY OF THE MONTH. If rent payment is over 5 days late, a late fee of \$25.00 will be applied in addition to the monthly rent unless prior arrangements have been made with IBS. A \$30.00 fee will be charged on any returned checks. Rent is for the entire month. Rentals include basic utilities, use of the kitchen, garbage collection fees, maintenance, repair, wireless internet service, and cleaning of the common areas of the IBS dormitory facilities. Also included are use of washer and dryer, and any extra items (such as food and kitchen supplies) purchased for the convenience of the residents. Monthly rental checks will be made out to "Institute of Buddhist Studies". If rental payment is over 15 days late and deferred payment

2017-2018 IBS Dormitory Policies, Procedures, and Contract, Revised March 2017 Page 4 of 10 permission is not obtained from IBS, the resident may be subject to eviction. For Short Term and Guest Room rentals, room charge and cleaning fee are due at check-in.

SECURITY

Every attempt will be made to ensure that the resident's stay is a safe and pleasant one. Precautions, however, must be taken to insure the security and safety of the residents and their property. Below is a list of some simple guidelines:

1. No visitor will be allowed in the house unless escorted by a resident. Visitors are not allowed in a resident's room unless accompanied by resident. Residents may not have visitors or guests staying overnight in their room—check with dormitory manager regarding use of the guest room, see below.

2. When leaving the dormitory, lock your room. Your valuables should always be secured in a safe place.

3. Make sure that the front door is locked at all times.

4. Secure your door before retiring for the night.

Please contact the dormitory manager if there are any questions regarding your safety.

EMERGENCY EVACUATION PROCEDURE

A map of evacuation routes and location of the fire extinguishers is given out at check-in. Each resident must familiarize him- or herself with evacuation routes from the building as well as the locations of first-aid kits, fire extinguishers, and emergency telephone numbers.

Each room has a working smoke alarm. Please familiarize yourself with the warning sound of the smoke and carbon monoxide alarms. Should you need batteries for the smoke alarm, see the dormitory manager.

IBS FUNCTIONS

From time to time, the IBS may hold activities at the dormitory. These may include: classes; meetings; hosting visiting scholars, alumni, and guest; and religious gatherings. Please give your utmost consideration when these events are taking place. You will be notified should the dormitory be used as a venue for these functions.

RESIDENCE HALL RULES

Resident manager has the authority to enforce all regulations established by the Institute of Buddhist Studies.

1. Smoking is not permitted in the building or within fifty feet of the building.

2. Visitors are not allowed upstairs unless they are accompanied by a resident. Visitors are

2017-2018 IBS Dormitory Policies, Procedures, and Contract, Revised March 2017 Page 5 of 10 permitted in the resident's room when accompanied by a resident-host. When entertaining guests in your room, please be considerate of the other residents.

3. Guests wishing to use the guest room must make prior arrangements with the dormitory manager. The room will be made available on a first come first served basis. Extended stays must have the approval of the dormitory manager and IBS. Guests of the IBS have priority. See the Short Term and Guests policy above.

4. Residents may not have pets.

5. Personal items are not to be stored in the common areas. All common areas, kitchen, lounge, dining/rec. rooms, hallways, bathrooms, etc., are to be kept free of items that may inhibit safe exit during emergencies.

6. THE INSTITUTE OF BUDDHIST STUDIES AND THE BUDDHIST CHURCHES OF AMERICA WILL NOT BE HELD LIABLE FOR THEFT, DAMAGE, OR INJURY OF PERSONS OR PERSONAL PROPERTY ON THESE PREMISES. The IBS

recommends that resident get renter's insurance to protect against loss or damage of possessions.

DRUGS, FIREARMS AND ALCOHOL POLICIES

- 1. Use and/or possession of firearms or weapons are prohibited.
- 2. Use and/or possession of illegal drugs are prohibited.

3. Under no circumstances are the above permitted at the dormitory. Violation of this policy will result in immediate termination of rental contract and eviction from the dormitory.

4. Smoking is not allowed inside the dormitory, or within 50 feet of the building.

5. Students who are over twenty-one years of age may possess and consume alcohol in a responsible manner at the IBS dormitory. However, any alcohol in the dormitory is to be kept in such a fashion as to prevent its consumption by underage students, visitors or guests. Any dormitory resident found to have been making alcohol accessible to under age students, visitors, or guests will have his/her contract immediately cancelled and be required to vacate the dormitory within a week. Any resident who has been otherwise irresponsible in the consumption or storage of alcohol will be given a warning by the dormitory manager. Three such infractions will constitute grounds for cancellation of the resident's contract.

KITCHEN AREA GUIDELINES

Community living requires everyone to maintain a clean, healthy and safe cooking environment.

1. Each resident will be assigned personal space for food storage in the refrigerators and cupboards. Do not leave food, dishes or cooking utensils on the counters or tables, or in the sink. The counters and tables will be cleaned weekly—all food will be disposed of and any dishes, pots, pans, utensils will be left in the sink for residents to wash. Neither the dormitory manager nor the cleaning service is responsible for washing dishes, residents are. Alternating by semester, refrigerators will be cleaned out entirely—all food disposed of, and interior cleaned.

2017-2018 IBS Dormitory Policies, Procedures, and Contract, Revised March 2017 Page 6 of 10 2. Residents take turns taking out the trash from the two trash cans and compost container in the kitchen. Garbage pickup is on Monday mornings, except cardboard recycling which is on Thursday. See the dormitory manager for the disposal of batteries and light bulbs.

3. Each person is assigned a cabinet storage space. Any and all food remaining in this space after a resident's lease ends, and they move out, will be disposed of.

4. Residents are allowed use of the stove, rice cooker/warmer, toaster, and microwave, and other community items. Please treat the appliances and cooking utensils with care. If you damage an item, please replace it. Please clean and wipe any or all units that you use. Please wipe off the table, stove, and counter areas you have used.

5. Each person will clean up after him or herself. A dishwasher is available. Please see dormitory manager for instructions on how to properly use the dormitory dishwasher. He/she will also advise you of the procedure of washing and putting away the dishes when they are done. Please return the dishes to their proper storage areas in a timely fashion. Hard to clean items may be left to the side to soak but must be cleaned by the next day. Also, remember to make certain that your guests' dishes are also washed.

6. Please help each other to keep the kitchen clean. If you notice anyone continually abusing their privileges and avoiding their responsibilities speak to the resident manager. Please see the Discipline Procedure below.

COMMON USE ITEMS

1. You will find your own mail/message box in the dormitory library. Please distribute the mail, if you find it unsorted. Staples, stapler, hole puncher, scissors and other supplies are kept on the table for everyone's use. Please do not remove them from the table.

2. Messages/memos from the manager to the resident(s) will be posted on the main bulletin board closest to the entrance way as well as an email will be sent. The manager will post notices of any events taking place in the dormitory.

3. A washer and a dryer are available. They are located in the back stairwell by the kitchen. If you leave your detergents in a public area, please label them. The IBS is not responsible for their use by others. Use of the washer /dryer is included in the rental fee. Note: Remove laundry from the washer and dryer immediately. Someone may be waiting to use the machines.

4. A vacuum cleaner is available. Please be sure to empty the vacuum cleaner when the storage container appears full and to return it to the downstairs closet after use.

5. If you have a request for an item you think the dormitory needs or the residents can use to make our community living more comfortable, please let the dormitory manager know.

BICYCLE/MOPED POLICY

Bicycles/mopeds are not permitted in rooms or common areas. Residents having bicycles or

2017-2018 IBS Dormitory Policies, Procedures, and Contract, Revised March 2017 Page 7 of 10 mopeds may store them locked to the bike rack. Do not store them on the front porch, and do not block the handicap ramp or front entry. This is for the safety of the tenants and/or visitors as well as a City of Berkeley ordinance.

VEHICLE PARKING POLICY

1. All residents and guests using the driveway must pull in as far as possible to maximize use of limited driveway space. It is the residents' responsibility to inform their guest(s) of this rule.

2. If you or your guest leaves a car in the driveway, one set of car keys, marked with the owner's name must be kept on the bulletin board. We may need to move your car during your absence. Visitors' car keys will be pinned on to the main bulletin board.

3. Unidentified vehicles will be towed away at the owner's expense.

4. The IBS dormitory and IBS is not responsible for any damage or theft to vehicles. Park at your own risk. To avoid theft or damage, do not leave items in plain sight inside your vehicle to tempt robbers.

PREMISE MAINTENANCE

Once a week the IBS custodian cleans the common areas. Restrooms, bathrooms, and hallways are cleaned and vacuumed. Custodial service is not responsible for washing any dishes, pots, pans, or utensils left in the sink or other areas. The residents are responsible for putting the garbage and recycle bins on the sidewalk of the dormitory on pickup days. If you notice that a light is out in a common area, let the dormitory manager know. When you notice that the supplies of trash bags, dishwashing liquid, hand soap liquid, toilet paper, paper towels, light bulbs, or other items are running low, inform the dormitory manager. These supplies will be replenished as soon as possible.

The IBS employs a groundskeeper who comes once a month to water the plants, cut the grass, and perform general maintenance of the yard.

REPAIRS

Residents requesting repairs please contact the dormitory manager. Do not attempt any repairs yourself. Remember safety first.

RESERVING MEETING ROOM

Residents may have social events with approval from the dormitory manager and IBS. IBS functions have priority.

Reservations are needed for gathers of five or more people. The lounge, dining room, kitchen, or *hondo* may be reserved. A resident who wishes to reserve a space should make a formal request with the dormitory manager, at least ten days in advance, who may, if necessary, seek formal approval from the Director of Student Services or IBS Dean.

The resident-host of a function is responsible for the behavior of their guests. The resident is also

2017-2018 IBS Dormitory Policies, Procedures, and Contract, Revised March 2017 Page 8 of 10 responsible for cleaning the premises and keeping the event at a reasonable noise level so as not to disturb fellow residents. If you require the kitchen, remember the residents must have access to the kitchen during mealtimes.

Residents who plan to use the dormitory must post a notice on the main bulletin board in a timely fashion to let fellow residents know of the specifics of the gathering.

RECYCLING PROGRAM

1. Newspapers will be placed in the appropriate recycling bin. Pack the papers periodically so that the kitchen table is free of clutter.

2. Place glass, clear and colored, and plastic containers directly into the recycling bins located outside the back door. **DO NOT LEAVE THEM LYING AROUND**.

3. Smash and place aluminum cans in recycling bins located outside the back door.

4. See the City of Berkeley recycling guidelines on which bin to use and what materials are accepted. It is posted in the kitchen above the trash bins. Throw away any other items with the regular trash.

QUIET HOURS

Quiet hours are from 10:00 p.m. to 8:00 a.m. daily. During finals week, quiet hour is observed 24 hours a day. At all times, please refrain from loud music or socializing that might disturb the other residents. Generally, be courteous and try not to bother the other residents.

DISCIPLINE PROCEDURE

Should the need arise, discipline procedures will be initiated. Disregarding house rules, neglect of community responsibilities, and abusive behavior are all grounds for discipline. Discipline procedures will in most cases include the following stages:

- 1. Verbal warning (1)
- 2. Written warning (2)
- 3. Probation period of 14 days with counseling with an IBS administrator, a written record of this counseling will be made and signed by both resident and IBS administrator
- 4. Eviction

AY2017-18 Schedule of Room Rates:

Room:	Rate:	Amenities:
1C	\$625	
2A	\$700	
2C	\$800	Private bath
2D	\$700	
2E	\$675	
2G	\$675	
2H	\$675	
21	\$675	
2K	\$675	
Apartment	\$???	Separate entrance