

Dear Future Resident,

Thank you for selecting Chisholm Hall. Living on campus has advantages such as the ability to walk to class and access to campus resources at your fingertips.

Carefully read the entire "**Chisholm Hall Lease Contract Addendum**" attached. Remember that by signing the Lease Contract, you are acknowledging that you have read and understand the entire Lease Contract Addendum and you are entering into a legal and binding contract which has financial penalties if cancelled for personal reasons.

When you complete and sign the Lease Contract and return it, you agree to be bound by the contract provisions contained in the Lease Contract Addendum and accept the accommodations to which you may be assigned. New students' units are assigned after returning residents have been assigned to their units.

**Mail the completed Lease Contract with your check in the amount of \$200 to Chisholm Hall, 6960 North Loop 1604 West, San Antonio, TX 78249. (\$150 Security Deposit and \$50 non-refundable Lease Contract Processing Fee).**

**If you are interested in making payment by credit card, please contact our office at 210-877-4000.\***

Please remember that submission of this completed Lease Contract DOES NOT guarantee you a confirmed bed space. You will be notified of your confirmed bed space upon receipt of a signed copy of this Lease Contract from the Director, confirming your unit style and payment plan. It is only at the time you receive this written confirmation that you are guaranteed a bedspace.

Again, thank you for choosing Chisholm Hall. Please allow two to four weeks for processing and notification of your guaranteed bedspace. If you do not hear from us within this period, we welcome your phone call at (210) 697-4400 or e-mail inquiry at [utsahousing@campushousing.com](mailto:utsahousing@campushousing.com).

Thank you,  
Chisholm Hall Management

## PART I. YOUR DATA

[Please refer to the attached instructions on how to complete this Lease Contract.]

1. (Print) Student Last Name \_\_\_\_\_ 2. Student First Name \_\_\_\_\_ Student M.I. \_\_\_\_\_

3. Student Permanent Address \_\_\_\_\_ 4. City \_\_\_\_\_ 5. State \_\_\_\_\_ 6. Zip Code \_\_\_\_\_

Student Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ \_\_\_\_\_

7. Current Telephone \_\_\_\_\_ 8. Cell Phone Number \_\_\_\_\_ 9. Email Address \_\_\_\_\_

10. Social Security Number \_\_\_\_\_ 11. Date of Birth \_\_\_\_\_ Student ID# \_\_\_\_\_

12. Emergency Contact other than Guarantor \_\_\_\_\_ 13. Emergency Contact Telephone other than Guarantor \_\_\_\_\_

14. Circle your gender: Male \_\_\_\_\_ Female \_\_\_\_\_

15. Circle year in college (for current academic year): FR \_\_\_\_\_ SO \_\_\_\_\_ JR \_\_\_\_\_ SR \_\_\_\_\_ Graduate \_\_\_\_\_ Faculty \_\_\_\_\_ Staff/Intern \_\_\_\_\_ OTHER: \_\_\_\_\_

16. Indicate university/college attending: UTSA \_\_\_\_\_ OTHER: \_\_\_\_\_

## ROOMMATE DATA

17. Roommate(s) requested: \_\_\_\_\_

18. Curriculum/major: \_\_\_\_\_

19. Chisholm Hall enjoys a smoke-free environment; however some residents may choose to smoke outside the unit or building.  
I am willing to share a unit with a smoker? YES NO

## PART II. CHOOSE YOUR UNIT STYLE AND PAYMENT PLAN: (please follow steps 1-3 below)

**STEP 1:** Please make your selection from the unit style you are willing to accept and rank order your preference by placing a number in the "Rank Order" box of that unit style. 1 = First Choice, 2 = Second Choice, 3 = Third Choice. **DO NOT PLACE A "RANK ORDER" FOR ANY STYLE YOU WILL NOT ACCEPT ASSIGNMENT.**

**STEP 2:** Please select the term that best meets your needs by placing your initials in the box marked "Your Initials" for each unit style that you have given rank order (i.e. if you rank ordered two unit styles, then you must have a total of two initials, one next to each rank order)

**STEP 3:** All applicants must be a student, faculty/staff member or affiliate at a college or university and have a guarantor with a valid U.S. Social Security identification number. If you are over 23, or do not have a valid U.S. Social Security Identification Number, you may elect to make application for residency by meeting our approved credit history standards or by paying rent for the first five installments for Fall and the last four installments for Spring.

**TERM:** Academic = August 20, 2010—May 8, 2011 Spring = January 7, 2011—May 8, 2011

Rank Order	Your Initials	Term	Total Value	Rent Payments and Due Dates											Director Initials	
				08/01/10	09/01/10	10/01/10	11/01/10	12/01/10	01/01/11	02/01/11	03/01/11	04/01/11	05/01/11	06/01/11		07/01/11
<input type="checkbox"/>	Single Room	Academic	\$8,505	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945			
		Spring	\$4,253					\$1,418	\$945	\$945	\$945					
<input type="checkbox"/>	Double Room	Academic	\$5,706	\$634	\$634	\$634	\$634	\$634	\$634	\$634	\$634	\$634	\$634			
		Spring	\$2,853					\$951	\$634	\$634	\$634					



**PART III. YOUR ACKNOWLEDGEMENT AND ACCEPTANCE**

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Addendum dated 12/09 as well as the Chisholm Hall Community Policies dated 12/09. If I violate any of the Community Policies, I understand I am also breaching my Lease Contract. Such violation may, at your sole discretion, cause me to be disciplined (including completion of community service hours), fined, and/or evicted.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this Lease Contract, I am submitting Two Hundred Dollars (\$200) to be used for the One Hundred Fifty Dollar (\$150) Security Deposit and Fifty Dollar (\$50) non-refundable Lease Contract processing fee required by the Addendum, for any accommodations I selected previously in Part II.

I agree to pay the total amount due (Rent) for my Premises on or before due dates as outlined in the payment schedule determined by my payment plan option selected previously in Part II and as outlined in the Lease Contract.

1. I have read and understand the Liability provisions below, (also incorporated in Article 13 of the Addendum) (Initial Box)

**LIABILITY.** Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommate(s). The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** We urge you to obtain your own insurance for losses due to such causes. **YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

2. I have read and understand the Remedies provisions contained in Article 18 and Lease Cancellation contained in Article 31 of the Addendum. (Initial Box)

3. I have read and understand the Community Policies; Exhibit A dated 12/09. (Initial Box)

4. I understand that submission of this completed Lease Contract DOES NOT guarantee me a confirmed bed space. I will be notified of my confirmed bed space upon receipt of a signed copy of this Lease Contract from the Director, confirming my unit style and payment plan in Part II & V of this Lease Contract. **Signing this acknowledgement indicates that you have had the opportunity to review landlord's tenant selection criteria. The tenant selection criteria may include factors such as a criminal history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your Lease Contract may be rejected and your Lease Contract processing fee will not be refunded.** (Initial Box)

5. Lease violations, including failure to pay sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas. (Initial Box)

YOUR SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**PART IV. GUARANTY (Required if you are under the age of 23)**

**\*\*GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID\*\***

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified, below, or (as applicable) as tenants by entirety if married, hereby guarantees the observance and performance when due of all agreements and obligations of Resident under the Housing Contract, as same may be amended, renewed or extended from time to time by Owner and Resident, including without limitation, payment of all Rent when due.

Guarantor's obligation hereunder is that of a surety, and in the event of a default by Resident, Owner may proceed against Guarantor without first proceeding against Resident. This guaranty is irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor without the necessity of any suit or proceedings of any kind or nature whatsoever by Owner against Resident and without the necessity of any resorting to any security under the Housing Contract or any need to give notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by law). Guarantor hereby expressly agrees to the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or reserved to Owner pursuant to the provisions of the Housing Contract or available by law. Guarantor shall be primarily obligated under the Housing Contract as if it had executed the Housing Contract as Resident.

Guarantor waives receipt of all notice from Owner hereunder and under the Housing Contract (except any non-waivable notices required by applicable law), including without limitation notice of default by Resident and notice of any amendment of this Housing Contract by Resident. This Guaranty and/or any of the provisions hereof, cannot be modified, waived or terminated unless such modification, waiver or termination is in writing signed by Owner. Guarantor waives trial by Jury in any litigation involving the Housing Contract or this Guaranty, Notwithstanding any contrary provision of the Housing Contract, this Guaranty or of non-waivable law, no Owner Party (as defined in the Housing Contract) shall be responsible to any Resident Party (as defined in the Housing Contract), and Guarantor, for itself and all other Resident Parties, hereby releases all Owner Parties from, covenants not to sue any Owner Party with respect to, and shall indemnify and hold harmless all Owner parties against, all claims, losses, damages, suits actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death, or property damage or theft occurring in or with respect to the Unit or the Facility to the extent caused by or affecting Resident or any guest of Resident at the Premises, (ii) any crime or tortuous act occurring or committed in the Unit or the Facility, to the extent cause by or affecting Resident or any guest of the Resident at the Premises, (iii) any personal conflict between Resident and any other person at the Facility, (iv) any interruption or failure of heat, electrical, water, sewer, telephone, cable TV, telephone or any other service at , or the malfunction of any machinery or appliances serving the, Premises, and (v) any defect in the heating, gas, electrical, water, or sewer systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of the Owner or Agent. Guarantor acknowledges that neither the Owner nor Agent has made any representations to Guarantor concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. Guarantor acknowledges that Owner and Agent neither warrant nor guarantee the safety or security of Resident or its guests against any criminal, tortuous or wrongful acts of any person and hereby releases all, and covenants not to sue any, Owner Parties, with respect to all personal injury, claims, liability, suits, actions, and causes of actions against any Owner Party, with respect to all personal injury, death or property damage suffered by Resident as a result of any criminal, tortuous or wrongful act by any person, including without limitation another Resident at the Facility, but excluding Owner and Agent.

This Guaranty shall be enforced and construed in accordance with the laws of the state in which the Facility is located (without regard to principles of conflict of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all Owner Parties and their respective heirs, executors, administrators, successors and assigns. By your Execution of this agreement, you represent that although the Resident may not have yet reached the age of 18, the Guarantor Agreement is valid notwithstanding any attempt by Resident to invalidate the Resident contractual obligations because of the Resident's age.

20. Guarantor Last Name \_\_\_\_\_ 21. Guarantor First Name \_\_\_\_\_ M.I. \_\_\_\_\_ 22. Guarantor Date of Birth \_\_\_\_\_  
23. Guarantor Social Security Number \_\_\_\_\_ 24. Guarantor Address \_\_\_\_\_ 25. City \_\_\_\_\_  
26. State \_\_\_\_\_ 27. Zip Code \_\_\_\_\_ 28. Guarantor Telephone \_\_\_\_\_  
29. Guarantor Email Address \_\_\_\_\_ 30. Signature of GUARANTOR: \_\_\_\_\_

**PART V. CONFIRMATION AND OUR ACCEPTANCE \*\*FOR OFFICE USE ONLY\*\***

The OWNER has confirmed the Unit Type and Term assigned to you by their initials adjacent to the confirmed accommodations in Part II above and signature at the bottom of this page.

BY: PHASE I DORMITORY PARTNERSHIP, OWNER

OUR ACCEPTANCE: \_\_\_\_\_, Owner's Representative DATE: \_\_\_\_\_

# CHISHOLM HALL

Lease Contract Addendum ("Addendum")

6960 N. Loop 1604 W. San Antonio, Texas 78249

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campus living villages®

Managed By:  
Century Campus Housing Management L.P. dba  
Campus Living Villages  
1001 Fannin Suite 1350  
Houston, TX 77002  
713-871-5100  
www.clvusa.com

## DEFINITIONS

Landlord (Owner): PHASE I DORMITORY PARTNERSHIP. ("us," "we" or "our").

University: The University of Texas at San Antonio

Manager: Century Campus Housing Management, L.P. dba Campus Living Villages

Property: A 261-room residence hall located at 6960 North Loop 1604 West in San Antonio, Texas.

### This Lease is for the unit style accommodation of our choice.

This Lease is for the unit style accommodation of our choice. We will determine the specific bed space and Apartment number on or before the Starting Date:

Starting and Ending dates are indicated in Part II of the Lease Contract.

The Lease Term is the length of time between the Starting Date and the Ending Date.

In the event the Starting Date and/or the Ending Date is different than those indicated in the Lease Contract, (different dates must be approved in writing by us) then the rent shall be prorated based upon a daily amount. If the date of move-in is on or before the 10th business day following the first day of classes at the University, there will be no prorated Starting Date and the Starting Date outlined in Part II of the Lease Contract will be used.

All checks and money orders must be payable to "Chisholm Hall and Chase Bank, Trustee."

Your initial deposit is **\$200.00** (a \$150.00 Security Deposit plus a non-refundable Lease Contract processing fee of \$50.00).

## 1. DESCRIPTION AND RELOCATION

This Lease is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- Your sole use of the Bedspace in the Room;
- Together with the other resident of the Room, your joint use of the Common Areas in the Room and the Property (for purposes of this Lease, "Common Areas" are those areas within the Room to which you have access without going into another Bedspace, and, within the Property, those areas to which all residents have general access); and
- Your joint use of all appliances within the Common Areas of the Room.

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one Bedspace in the Room to another or to another room in the Project. If we relocate you, we will pay the costs associated with changing your phone and cable TV services only.

## 2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a student at, or are employed by, the University (or another institution of higher education in the area) where the Project is located. It will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

We have the right, when any bedspace within the Room is unoccupied, to place a new resident in the unoccupied bedspace unless you agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedspace. The fact that you and your roommate may be in conflict with each other will not act as grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their lease application, we are not liable, but that person could be in default under their lease.

## 3. LEASE TERM

The Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the Term or reduce your liability), but you cannot occupy your Premises until we have complete and executed lease documents and any required guaranty. If we do not provide your Bedspace to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).



## 4. HOLDOVER

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

## 5. MOVE-IN

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their **"AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

## 6. MOVE-OUT

a. The rest of this paragraph applies unless the Lease is terminated (see Section 30) or cancelled (see Section 31). If you intend to leave the Premises permanently, whether on or prior to the Ending Date, and you want us to return to you any remaining Security Deposit, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rent through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received. **If you do not give us a written move-out notice, or renew your lease, at least forty-five (45) days prior to your Ending Date, we will assume you are moving out, and we will attempt to lease your space to another resident. Even if you give proper notice you are not released from liability under the Lease unless all payments through the Ending Date have been made. If you do not give us the move-out notice as described above we will deduct \$150.00 from your Security Deposit. This amount will be deducted prior to any other amounts you may owe are deducted.**

b. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, balconies, and kitchen appliances in the Common Areas, must be clean and in good repair and condition, reasonable wear excepted. If you fail to clean or if any appliances have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your Bedspace or Room until after you have moved out.

c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and

charge you with costs incurred to keep, sell or dispose of such property without liability to you.

d. The rest of this paragraph applies unless the Lease is cancelled (see Section 31). If you move out before the end of the Term, you also have to pay us a reletting charge of \$175.00. The reletting charge is not a cancellation fee, buy-out fee or a limitation on damages collectible by us since you have still violated the Lease and your Rent for the remainder of the Term is still payable to us. Rather this reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing rooms, utilities for showing, checking prospects, office overhead, and marketing costs.

## 7. SECURITY DEPOSIT

Once you sign the application, you will be required to deposit with the Manager the Security Deposit (this may be in the form of an Application Deposit which is transferred over as the Security Deposit) as partial security for all of your obligations under this Lease (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Lease). Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rent or other obligations. You agree that we have thirty (30) days after the later of (a) expiration or termination of this Lease, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Property and if your Security Deposit is transferred to the new owner, we do not have any further liability to you for the return of all or any portion of the Security Deposit -- you must look to the new owner. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

## 8. RENT AND ADDITIONAL CHARGES

You will pay us the Rent on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rent is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rent for any purpose, including an Act of God, unless we do not provide your Bedspace to you. You may not reduce any Rent payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. All checks and money orders must be payable to "Chisholm Hall and Chase Bank, Trustee." **Cash will not be accepted without our prior written permission.** If you give

us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

a. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 3rd of the month, then on the 4th of the month, if it remains unpaid, we can charge you a late charge of \$30.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$50.00. You also agree to pay a \$30.00 charge for each returned check plus the above late charges until we receive acceptable payment.

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this Lease.

## 9. UTILITIES

We agree to furnish local telephone, electricity, gas, water, sewer, garbage collection, extended basic cable and Internet service for the Room but you and the other resident of the Room must separately pay and provide required deposits for all other utilities, city services and city fees that are not specified. If any of those costs are paid by us, you must reimburse us and that amount is payable by you to us as additional Rent.

All utilities may be used only for normal household purposes and must not be wasted and, within one business day after you move in, utilities payable by you must be placed in your name.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

## 10. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which the University or we adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are considered to be a part of this Lease and either the University or we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Lease.

By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Room as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with

respect to the Property including, without limitation, the Rules and Regulations of the Board of Regents of The University of Texas System and the institutional rules and policies of the University (collectively, "Governmental Regulations"). The Board of Regents of The University of Texas System and the University may enforce and apply Governmental Regulations on the premises of the Property, including the Room covered by this Lease and to any person in or on the premises of the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

## 11. PARKING RULES AND REGULATIONS

ALL PARKING RULES, REGULATIONS AND ENFORCEMENT, including those delineated here, are handled by University Parking & Transportation Services any questions should be directed to the office at 210-458-PARK. All resident vehicles, including motorcycles, which you operate on the campus must be registered at and a permit purchased from University Parking & Transportation Services. All resident vehicles must display the University RESIDENTIAL parking permit. All visiting vehicles - Monday through Friday 6:00a.m. to 6:00 p.m. must display a valid Visitor Parking Permit. Visitor Permits are available from the Visitor Booths and the Housing Office.

**MOTORCYCLES** – Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at University Parking & Transportation Services. We may not allow you to use these types of vehicles on the property. However if we do so allow, the vehicle must be parked in a parking space and be in compliance with all parking regulations.

**SKATEBOARDS, ETC.** – Riding scooters, roller blades, skateboards and bicycles is not permitted in the residence hall or activity center.

**BICYCLES** – Ride bicycles on the streets only. Do not chain/lock bicycles to trees, fences, staircases, or outside your first floor balcony railing. If you keep a bicycle on the property, you do so at your sole risk of loss or damage.

Your vehicle may be towed immediately, without notice, for the following violations:

### YOUR VEHICLE IS:

1. Parked in a fire zone, tow away zone, no parking zone
2. Parked in a handicapped zone without proper identification
3. Parked blocking another vehicle
4. Parked blocking dumpsters
5. Parked in the grass, on sidewalks, or on curbs
6. Parked blocking an entrance or exit
7. Parked on property and not displaying a valid parking permit
8. Violations of specific university or college parking rules and regulations.

All resident vehicles must be in operating condition and properly registered; vehicles not in compliance will be towed at Vehicle Owner's expense. You may not maintain, repair or wash vehicles on the property. Vehicles, including but not limited to, that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with management:

1. Vehicles with expired plates or inspection

sticker

2. Vehicles inoperable (you must drive the vehicle to the office to prove the vehicle is operable)
3. Vehicles abandoned or not being driven (you may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily)
4. Vehicles on jacks or blocks (unless posing a public safety hazard in which cases, such vehicles may be removed immediately without notice).

## 12. MAINTENANCE, ALTERATION AND REPAIRS

a. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Room by the other resident of the Room if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

**b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under Section 92.2611 of the Texas Property Code. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.**

c. On the Starting Date, we will provide light bulbs for the light fixtures in the room. Thereafter, light bulbs will be replaced at your expense.

d. We will act with customary diligence to maintain fixtures, hot water, heating and A/C equipment in the Premises as well as make all reasonable repairs to the Premises, subject to your obligation to pay for damages for which you are liable.

If we fail to repair or remedy a condition that materially affects the physical health or safety of an ordinary tenant, you may have the right to terminate this Lease Contract and exercise other remedies available under Property Code Section 92.056 by following this procedure:

(i) all rent must be current and you must make a written request for repair or remedy of the condition, after which we will have a reasonable time for repair or remedy;

(ii) if we fail to do so, you must make a second written request\* for the repair or remedy (to make sure that there has been no miscommunication between us)- after which we'll have a reasonable time for the repair or remedy. (\*Instead of giving the two

written requests, you may give us one request by certified mail, return receipt requested, or by registered mail, after which we will have a reasonable time to repair or remedy); and

(iii) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Property Code Section 92.056L.

In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any other condition which you reasonably believe poses a material hazard to health and safety. Once we receive the notice we will act with reasonable diligence to make the repairs, but during that time you may not stop payment of or reduce the Rent.

e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Room, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

g. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:

- Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.

- Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.

- Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.

- Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.

- DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate

precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We can't fix problems in the Premises unless we know about them.

## 13. LIABILITY

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** *We urge you to obtain your own insurance for losses due to such causes.* **YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

## 14. CASUALTY LOSS

If in our reasonable judgment, the Premises, the Building or the Property is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this Lease. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

## 15. NO PETS

Except as required by law, no pets are allowed (even temporarily) anywhere in the Room or the Property without our prior written approval. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this lease. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

## 16. RIGHT OF ENTRY

Both we and the Manager and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing room to prospective residents; or showing room to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice to show a Bedspace or the Room to government inspectors, fire marshals, lenders, prospective buyers, prospective residents, other residents or insurance agents.

## 17. DEFAULT

You are in violation of this Lease if:

- You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- You or your guest violates this Lease or any addendum to it, the Community Policies, any rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- The electric service, which is payable by you and the other resident of the Room is disconnected or shut-off regardless of the reason why (except for acts of God), including your failure to pay for the electric service;

- You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the Bedspace for 5 consecutive days;
- You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Lease or the Community Policies.

## 18. REMEDIES

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- Collect any fine imposed by the Community Policies;
- Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to leave;
- Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the relet charge of \$175.00);
- Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- Report all violations to credit reporting agencies;
- Draft your checking account any sums we say you owe that you have not disagreed with in writing;
- Accelerate the remainder of the Rent due under this Lease through the Ending Date; and
- Do any combination of a, b, c, d, e, f, g or h; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Starting Date; however, we will retain an amount of \$175.00 as a relet fee.

Lease violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

## 19. LANDLORD'S LEIN

All of your non-exempted property within the Premises is subject to a lien to secure payment of

delinquent Rent or any other amounts that you owe us. If you have violated this Lease, we can enter the Premises and remove and/or store all of your non-exempted property, but in so doing, we will leave in the Room a written notice stating the amount of the delinquent Rent or the other amount owed and the phone number, name, and address of the person to contact about the amount owed. Except for pets or worthless property, if the property is removed because of non-payment of Rent, non-payment of other sums or if you have left the Premises, we will store the property removed, but we are not liable for casualty loss, damage or theft of any of such property. If the property is removed because of eviction, we have no obligation to store the property, but if we do, we are not liable for casualty, loss, damage or theft. All costs of storage and our charges for packing, removing or selling such property are to be paid by you. Property can be redeemed by paying all delinquent Rent (and other sums due) as well as charges for removal, packing, storage and sale. Property not redeemed within 30 days, can be disposed of by public or private sale which can be held no sooner than 30 days after a reasonable attempt at delivering written notice to you of the date, approximate time and place of the sale (such notice to be sent by first class mail and by certified mail, return receipt requested, to your last address on our books).

## 20. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

## 21. COSTS AND FEES

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

## 22. SUBORDINATION AND RIGHT TO ENCUMBER

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Lease and you appoint us as your attorney-in-fact to execute any such document for and in your name.

## 23. SALES

Any sale of the Property shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

## 24. RESIDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

## 25. MULTIPLE RESIDENTS

**Each resident of a Room is jointly and severally liable with the other resident of the Room for all lease obligations relating to Common Areas and utilities; however, only you are liable for the lease obligations relating to your Bedspace and the payment of your Rent. You are not liable for any of your fellow resident's obligations as to their bedspace and their rent payable to us.**

## 26. GENERAL

Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Property will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Lease obligations are to be performed in the county where the Property is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

## 27. LIABILITY OF LANDLORD

If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Property but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it (or a shorter period to cure if so required by the Texas Property Code).

## 28. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by

criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

## 29. GUARANTY

If the Parental or Sponsor's Guaranty provided to you is not signed and returned to the Manager by the earlier to occur of (i) 7 days after the date this Lease is signed, or (ii) one day before the Starting Date, you will be in violation of this Lease. The person who signs must have their signature notarized or attach a copy of their driver's license or other governmental photo identification.

## 30. LEASE TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this lease for voluntary or involuntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us. **Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or military deployment or transfer.** If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then you may terminate this lease by giving written notice to us. Your notice shall terminate the lease thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow lease termination.

## 31. LEASE CANCELLATION

You may cancel this Lease provided that you are current in your payment of Rent and other charges, and:

1. If you submit this Lease more than 90 days before the Start Date, you may cancel the Lease by notifying us in writing no later than 30 days from the date you submitted the Lease. Any non-refundable fees associated with this Lease will not be returned.
2. If you submit this Lease more than 30 days, but less than 91 days, before the Start Date, you may cancel the Lease by notifying us in writing no later than 72 hours from the time you submitted the Lease. Any non-refundable fees associated with this Lease will not be returned.
3. If you submit this Lease less than 31 days before the Start Date, you may cancel the Lease only as described in the following provisions:

- a. You have not enrolled in or become employed by the University (or any other institution of higher education in the San Antonio area) before the Starting Date, **and** you notify us in writing before the Starting Date that you wish to cancel the Lease, **and** you pay to us \$150.00 as a Cancellation Fee; **or**
- b. You have not enrolled in or become employed by the University (or any other institution of higher education in the San Antonio area) before the Starting Date, **and** you notify us in writing before the Starting Date that you wish to cancel the Lease, **and** you pay to us \$250.00 as a Cancellation Fee; **or**,
- c. After the Starting Date, you are no longer enrolled in the University (or any other institution of higher education in the San Antonio area) because of

unanticipated financial hardship or medical necessity (which must be documented to our satisfaction, which shall be in our sole discretion), **and** you notify us in writing that you wish to cancel the Lease, **and** you pay to us as a Cancellation Fee an amount equal to the sum of \$150.00 plus either (1) twenty-five percent (25%) of the total Rent attributable to the unexpired Term of the Lease if the Ending Date is during months other than June, July and August, or (2) thirty percent (30%) of the total Rent attributable to the unexpired Term of the Lease if the Ending Date is during the months of June, July or August.

reports. In addition, if you default on your Lease Agreement, we may use this information to report your default to both credit agencies and/or the University or College. The personal information you provide is stored in your resident lease file that is generally kept in a locked cabinet in the management office. All administrative personnel of CCHM, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.

4. If you become eligible for December graduation during your lease term, you must provide written documentation at least 45 days in advance from a College or University Registrar / Enrollment Management Official that states that you are eligible for graduation during this period only. If this written documentation is submitted to our sole satisfaction, the lease will terminate the day after the date of official December graduation ceremonies. If you fail to graduate as planned or become ineligible after written documentation is provided, this lease shall remain in full effect.

**Except as described above, you have no right to cancel this Lease.** Except to the extent that your Security Deposit is to be used to pay any of your other obligations under this Lease, you may elect to apply the remaining Security Deposit, if any, toward the Cancellation Fee.

## 32. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Chisholm Hall, 6960 North Loop 1604 West, San Antonio, Texas 78249, Attention: Managing Director.

## 33. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this Lease: Lease Guaranty and Community Policies.

## 34. LEASE RENEWAL

If you intend to renew your Lease, you must renew the Lease forty-five (45) days prior to your Ending Date. If you don't we may lease your space to another person and you will be required to move from your space by the Ending Date.

## 35. PRIVACY POLICY

This Privacy Policy sets forth the privacy practices of Century Campus Housing Management, L.P. ("CCHM") dba Campus Living Villages with respect to protecting the confidential nature of personal information, including your social security number and/or driver's license number reported by you with the submittal of a Lease Contract or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law.

The disclosure of your social security number and/or driver's license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor, and, if applicable, to secure credit and criminal background

# 2010-2011 CHISHOLM HALL

Exhibit A Community Policies

6960 N. Loop 1604 W., San Antonio, Texas 78249

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## WELCOME

**WELCOME TO CHISHOLM HALL**, the unique residential community for students, faculty, staff, and affiliates of The University of Texas at San Antonio (or the University) and other institutions of higher education. This facility is only for residents who appreciate a beautiful environment and the convenience of on-campus living, and who will make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds. The community will be governed by the rules of common courtesy and common sense.

You must follow the **STUDENT CODE OF CONDUCT** of the University ([www.utsa.edu/osja/](http://www.utsa.edu/osja/)). While you must follow the entire Code, what follows is the first section of the Code that we present for your convenience: SEC. 101. GENERAL. By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of The University of Texas System, the rules and regulations of The University of Texas at San Antonio and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically proscribed by the provisions of the Student Code of Conduct.

Suspension for non-academic reasons from the current university you are attending will result in eviction. If you are not currently enrolled at UTSA, you can be evicted for any violation of the Community Policies.

The following resident behaviors will be considered serious infractions of the residence hall policy and will not be allowed in the residence hall or Activity Center. These behaviors may result in sanctions for breach of contract for offending residents and will be handled through the established discipline process.

- A. Violation of any local, state or federal criminal or civil statute in the residence hall.
- B. Possession and/or consumption of alcoholic beverages by residents.
- C. Provision of alcoholic beverages to other residents and/or guests.
- D. Possession, use or sale of illegal drugs as defined by the Controlled Substance Act.
- E. Apparent intoxication or disorderly conduct.
- F. Endangering the safety of the residence hall by tampering with, vandalizing or misusing fire safety detection equipment.
- G. Unauthorized entry into another resident's room.
- H. Deliberate destruction, damage or misuse of residence hall or Activity Center equipment.
- I. Assault upon or threat of violence to other residents, guests or staff.
- J. Possession of weapons including firearms and knives over four inches in length.
- K. Failure to show proper identification when requested by a residence hall or University staff member.
- L. Failure to comply with valid instructions of a residence hall or University staff member.
- M. Physical abuse, verbal abuse, threats, harassment, intimidation, coercion, and/or conduct that threatens or endangers health or safety of any personnel on property or sponsored event.
- N. Possession of fireworks and/or firearms or parts thereof.
- O. Theft of resident and/or residence hall property.
- P. Throwing any item out of a residence hall window.
- Q. Jeopardizing the security of the residence hall by propping open security doors or providing access cards or keys.

## SAFETY

**S1. SECURITY** - It is not possible for any residence hall operator to assure "security." For the convenience of our Residents, many benefits such as closed circuit monitoring, and card access are provided. The University of Texas at San Antonio Police provides police services in the residence hall. Management supports the Neighbors on Watch and Crime Stoppers programs. We believe the effectiveness of neighbors looking out for each other's interests has been demonstrated. We encourage Residents to get to know their neighbors. Resident agrees to promptly report to the University Police and the Chisholm Office any incident of theft, vandalism or unsafe condition, and whenever possible, furnish a detailed description of the offender, time and day, make and color of car, license plate number, etc. Please call the Campus Police at 210-458-4242, to report any criminal activity ([www.utsa.edu/utsapd/](http://www.utsa.edu/utsapd/)) or to report solicitors or other trespassers on the property. Management will support your vigilance, and where applicable, will prosecute acts of vandalism, trespassing and theft.

**S2. KEYS** - Keys are the property of Chisholm Hall and must be returned at the termination of your lease. Charges of \$50.00 per key will be assessed for each key that is not returned, broken, lost, or for keys needing replacement during the term of Resident's occupancy. Any duplication of University or Chisholm Hall keys is strictly prohibited and can result in disciplinary/judicial action.

### ROOM KEY PROCEDURES

1. It is responsibility of the resident to secure his/her room key and access card and not loan these items to anyone.
2. If inadvertently locked out of his/her room, the resident may seek assistance at the Chisholm Hall Housing Office (when office is open), Monday through Friday from 8:00 a.m. to 5:00 p.m. After hours and on weekends residents may call the on-duty staff member to gain assistance (210-389-7220). The

resident will be charged \$25.00 per lockout for any lockout after hours.

### ACCESS CARD USAGE

Your UTSA student Identification Card is also your Access Card. It contains a personal electronic code. Its acceptance and use is subject to your compliance with the guidelines herein.

- A. Immediately report lost or stolen cards to the Chisholm Office and the UTSA One Card Office. Your card can then be programmed out of the computer to prevent use by an unauthorized person. Lost cards may be replaced for a service charge at the UTSA One Card Office.
- B. Please carry your access card at all times and do not loan it to others.
- C. As mere possession of a card does not automatically confirm rights of entry, please do not assist persons who appear to be having difficulty gaining entry. Please do not let persons whose privileges have been revoked, or guests of others, enter the property with your card. A person having difficulty with a card may use the front desk to gain entry. Allowing a person to gain entry is a violation of this policy and you will be held accountable.
- D. The right to use this card as an Access Card is terminated upon expiration of a resident's lease or default under the lease.
- E. All guests are to be escorted at all times by a resident and are responsible for abiding by the policies set by Management and UTSA. Residents are responsible for their guests' behavior.
- F. Residents must take care to ensure the Access Card system is not tampered with or otherwise rendered inoperable. Residents must never prop open any access control door. Residents caught tampering with or rendering the system inoperable will be held responsible and sanctioned in on-campus housing, and, through the University judicial process, face the loss of student status.

**S3. VIDEO SURVEILLANCE:** The community is equipped with a number of Closed Circuit TV cameras. These cameras have been installed for the purpose of recording events for later viewing. The cameras are NOT monitored and are NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the cameras and recording equipment are mechanical and require the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon these cameras in any way for any purpose.

**S4. WAIVER OF WARRANTY** - Owner, The University of Texas at San Antonio and their respective managers, agents, representatives, officers, directors and employees make absolutely no warranty, express or implied, as to the effectiveness of the card key system. Resident expressly waives any warranty, express or implied, as to the condition of the equipment, its fitness for any particular purpose, or the likelihood that its presence will increase the amount of protection of the Resident's person or property, or decrease the possibility of forced, illegal or unwanted entry into Resident's room or the community's parking lots and grounds. Resident acknowledges that the card key system is a mechanical device that could periodically fail or be rendered inoperative. Resident acknowledges that neither Owner, The University of Texas at San Antonio, nor their respective managers, agents, representatives, officers, directors and employees shall be liable for any disruption in the operation of this equipment. These Community Policies do not impose any responsibility, duty or

liability upon Owner, The University of Texas at San Antonio, their respective managers, agents, representatives, officers, directors and employees as a result of the installation and/or operation of the card key system; and Resident releases Owner, The University of Texas at San Antonio, their respective managers, agents, representatives, officers, directors, employees, successors and assigns from all liability connected therewith.

## CHECK-IN / CHECK-OUT PROCEDURES

### P1. CHECK - IN PROCEDURES

All residents **MUST** check in to the residence hall in the following manner:

- Report to the Chisholm Office or designated area.
- Pay all required fees as described in the "Residence Hall Rate and Payment Schedule."
- Within 48 hours of moving in, complete an inventory of room and furnishings. Return the completed inventory form to the Chisholm Hall Housing Office.

### P2. CHECK - OUT PROCEDURES

- Arrange an appointment with the Resident Assistant on your assigned wing to complete final inventory of room and furnishings and to complete appropriate checkout forms. Personal belongings must be removed from the room before the Resident Assistant can complete the required inventory. Appointments should be made at least 48 hours in advance.
- Complete final inventory of room and furnishings. Upon completion, return room key to Chisholm Office and sign required checkout forms.

The fee assessed to students who fail to checkout of their room properly is \$30.00. This fee covers any of the following:

- Failure of student to sign the inventory card.
- Failure of student to vacate the hall at closing time.
- Failure of student to check out with a staff member.
- Failure of student to clear belongings into newly assigned room (during hall/room change periods).

Students who fail to clean their rooms or do not discard the trash properly will be charged a \$10.00-\$25.00 fee in addition to any damage assessments.

## COMMUNITY LIVING

**L1. FIREARMS AND WEAPONS** – Firearms and weapons are not permitted on the property. You and your guests must comply with all federal, state, local and University laws and regulations pertaining to all weapons including but not limited to: ammunition, fireworks, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, paintball guns and any replica weapons.

**L2. ALCOHOL** - Chisholm Hall is an alcohol free facility. Chisholm Hall supports full compliance with local, state and federal laws, and with the rules and regulations of the University. Persons of any age, including guests or family members, may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including

balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. Beer bongs, trashcan punch, party balls, alcohol soaked fruit, etc., and any other items related to excessive alcohol consumption are prohibited. In addition, alcohol drinking games (beer pong, etc.) will not be permitted. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable. Guests that violate the regulation may be asked to leave Chisholm Hall.

**L3. DRUGS AND ILLEGAL SUBSTANCES** - Use, possession and/or distribution of drugs and/or illegal substances and/or drug paraphernalia by you or your guests is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies.

**L4. VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, roommates, visitors and Chisholm Hall staff and University Officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling, or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

**L5. FAILURE TO COMPLY** – You must comply with all written and verbal requests and instructions from Chisholm Hall staff and University Officials. This includes requests to produce valid identification.

**L6. NOISE** - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. Quiet hours are set for 11:00 p.m. to 8:00 a.m. Sunday through Thursday, and 1:00 a.m. to 8:00 p.m. Friday and Saturday. Housing staff reserves the right to alter quiet hours as required. High volume sounds from home and car stereos, televisions, musical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos. Beginning the last day of classes and until the end of finals, 24 hour quiet hours will be in effect to help with the successful completion of these exams.

**L7. FIRE SAFETY** – The greatest threat to any community is that of a fire. Fire can produce deadly smoke, heat and toxins. Therefore, it is imperative that you take all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed a smoke detector in every room.

**A. SMOKE DETECTORS AND FIRE ALARMS** - At lease commencement we will test the smoke detector(s) in the your room for proper operation. The smoke detectors are not to be rendered inoperable through vandalism, being disconnected from their primary power source or any form of tampering. Fire alarms set off due to the negligence of you or your guests will result in a fine ranging from \$50.00 to \$500.00. Examples of setting off fire alarm include, but are not limited to, cooking in your room, playing with matches, lighters or other fire making devices, and tampering with the fire equipment in the building. If fire alarms are tampered with then you are subject to eviction.

**B. FIRE EXTINGUISHERS** – Fire extinguishers are inspected regularly and re-certified by a fire safety company annually. Should it become necessary for

you to discharge a fire extinguisher you must notify the Housing Office, once the danger has past, so that we can inspect the room for damages and replace the fire extinguisher. Should we discover that either a fire extinguisher has been discharged or you have had a fire and you did not report the event to the Housing Office each resident of the apartment will be fined \$250.00 for endangering the safety of others.

**C. LIGHTING SOURCES & OPEN FLAMES** – You may not use halogen lamps, candles, incense or any open flame in your room. No candle type products are permitted such as but not limited to any wax and hot plate items, candles with removed wicks, etc. If the power goes out, use flashlights only. Do not store flammable liquids in or around your room.

**D. GENERATING FALSE ALARMS** – Activation of the alarm system when no fire emergency exists is a FELONY. Those caught generating a False Alarm will be removed from on-campus housing, prosecuted to the full extent of the law, and, through the University judicial process, face the loss of student status.

**L8. COMMON AREAS** – The common areas are for the intended use of Chisholm residents and their accompanied guests. Residents are expected to use decorum, common sense and consideration for others when using these facilities. Use is considered a privilege and can be withdrawn for abuse. No loud noise or music is permitted in the Activity Center or other common areas. All residents and guests are required to follow the posted rules and regulations. Guests should not be left unattended.

**L9. SMOKING PROHIBITED** – NO SMOKING! Smoking is prohibited in all indoor areas of Chisholm Hall and its related environments. You may not smoke indoors or anywhere within 25 feet of any public building or commonly used amenity, other than a designated smoking area. During Health and Safety Inspections, if there is evidence of in-room smoking (i.e. used ashtrays, ashes, or other implements related to smoking) a \$100 fine may be imposed. Students caught smoking inside any Chisholm Hall indoor space will face disciplinary sanctions and through the University judicial process, face the loss of student status. Cigarette butts and the like must be disposed of properly and should not be discarded on the ground. Discarded butts will be considered litter and residents of apartments will be required to clean the area and/or be charged for litter. The possession of a hookah is allowed at University Oaks, but cannot be used in any building or room. Hookahs cannot be used with any type of illegal substances and will be subject to random inspections.

**L10. NUMBER OF OCCUPANTS** – The maximum number of individuals occupying a room shall be no more than two persons in a double room and one person in a single room. Additional overnight occupants are not permitted, even temporarily.

**L11. VANDALISM** – Residents of an individual floor or wing may be required to share the expense of repairing or replacing property in common areas (such as hallways, studies, lounges or lobbies) when such repairs are determined to be above and beyond normal wear and tear.

**L12. GUESTS** – Residents are responsible for their guests' compliance with all Community Policies and parking policies. Any time a guest is in the building, he/she must be escorted by a resident. Guests that remain after 2:00 a.m. will be considered an overnight guest. All guests staying for 48 hours must be registered in the office. Overnight guests are allowed a maximum of two nights per week. Guests must be in the presence of the resident at all times. Guests should never be given apartment keys or access cards. Allowing someone access to the building or room is a

policy violation. Excessive amounts of stays by guests may result in suspension of guest privileges. Residents are responsible for behavior of their guests and that behavior should never infringe on the rights of roommates.

### L13. ROOM INSPECTION PROCEDURES

- Residence Hall and other appropriate University staff may enter residents' rooms for requested maintenance, periodic inventory, inspection, and maintenance, presence of controlled substance, for safety or health reasons or in the case of an emergency. Residents will be notified in advance whenever reasonably possible.
- The maintenance, professional, and student staff will conduct health and safety compliance inspections each semester. Inspections will be announced to residents at least 48 hours prior to inspection. Staff will be looking for possible leaks, checking HVAC units, apartment cleanliness, possible fire safety hazards, and any other community policy and student conduct violations. Resident will have 48 hours to correct any health and safety violations to avoid further disciplinary action.

**L14. ROOMS** – Doors and doorways must be free of obstructions. Do not place objects in, near or around doors that will impede its standard operation. This includes towels, electrical extension cords, bricks, blocks, weather stripping, etc.

**L15. ROOMMATE AND NEIGHBOR COUNSELING** – Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- The complaining resident discusses the problem with our staff. Staff will give tips on how to talk with the roommate/neighbor; the complaining resident will address the concern directly with the roommate/neighbor.
- Our staff will follow-up with the complaining residents. If the problem remains, a resolution meeting is held among roommates, neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- Our staff will follow-up and revise the roommate/neighbor contract if needed.
- Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in room assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$75.00 transfer fee to change rooms.

**L16. TRANSFERS**—You may move from one room to another only if you have our approval. You may be required to pay a transfer fee of \$75.00. If you move to another room without our prior approval, you may be sanctioned and/or have to pay a \$150.00 fine. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action. The following conditions apply:

- No transfer requests are granted before the 10th day of classes.
- All room transfers must be approved by the Residence Life Coordinator and will be considered on a space available basis.
- Room transfers will be made only if all parties involved agree to the transfer and all parties have met with the Residence Life Coordinator.

- Once a room transfer has been approved and a new key issued; you have 24 hours to complete the transfer process.

**L17. SATELLITE TELEVISION DISHES** – You may not install a satellite television dish without our written approval. Please contact our office to find out what you must do to obtain our approval.

**L18. CHRONIC MISBEHAVIOR** – If a resident establishes an unacceptable pattern of misconduct or is frequently found to be in non-compliance with these Community Policies or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.

**L19. FULL FAITH & CREDIT** – As a student living on campus you are responsible for your conduct and activities including those of your guests, in all campus housing facilities. If you violate State Law, the University Code of Conduct, or the Community Policies of any housing facility, you will be held responsible for the violation in the facility of your residence as if the violation took place in your facility of residence. Violations and sanctions are shared with appropriate campus housing officials, Residence Life, Judicial Affairs and Police Department personnel; disciplinary sanctions up to and including eviction may be imposed and, through the University judicial process, face the loss of student status.

**L20. BARBECUE GRILLS** – The city fire code prohibits the use of barbecue grills within 10 feet of a residential building, this includes patios and balconies. After you use the community grills, please put out burning charcoal. After charcoals are not longer hot, dispose of charcoals safely and properly. Please leave the equipment, grills, and area clean for the next person.

**L21. APPLIANCES** – Each electrical appliance should display the Underwriters Laboratory (UL) approval designation. At no time are appliances with an exposed heating element allowed. Residents are responsible for keeping appliances turned off when not in use. Microwave ovens more than 750 watts are prohibited. Hot plates, toaster ovens, toasters, open-faced electrical or heating appliances with exposed heating elements are not permitted for use in the residence hall room.

**L22. BACTERIAL MENINGITIS** – In accordance with Texas HB 4189, UTSA requires all new and transferring students, requesting to reside in on-campus housing, to receive the meningitis vaccine; or sign a waiver indicating their knowledge of the risks of bacterial meningitis and their refusal to be vaccinated. This requirement must be met 10 days prior to a student's move-in date; otherwise they will not be allowed into on-campus housing, or given access to their unit.

A student is not required to comply with the meningitis vaccination requirement if an affidavit or a certificate is presented stating that the vaccination would be injurious to the health and well-being of the student; or stating that the vaccination has been declined for reasons of conscience. To receive a copy of the affidavit form, please visit: <https://webds.dshs.state.tx.us/immco/affidavit.shtm>. The Certificate of Vaccination form can be found at [www.utsa.edu/housing](http://www.utsa.edu/housing). Documentation related to the meningitis vaccination requirement must be returned to Chisholm Hall Housing Office **no later than** 10 days prior to the scheduled move-in date.

## OFFICE AND MAINTENANCE SERVICES

**M1. OFFICE HOURS AND SERVICE PROCEDURES** - Actual business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, call the after hours on-call staff member for assistance at the number posted at the office entrance. Security problems, power failure, fire, loss of heat if the outside temperature is below 40°F, loss of A/C when temperature is greater than 90°F and rising water are considered emergencies. Fires and rising water due to weather conditions are emergencies for which you should contact UTSA Police Department at 210-458-4911. Water leaks and equipment malfunctions should be reported promptly to insure minimum inconvenience and property damage.

**M2. MAINTENANCE MANAGEMENT SYSTEM** - Chisholm Hall takes pride in providing you a well maintained and managed residence hall. We demand high standards of service from our suppliers, subcontractors and service personnel. A written work order must be issued from the office for all service requests except in emergencies. Verbal requests are not permitted. Your cooperation with this policy will help us provide you better service. In the event you ever fail to receive service within forty-eight (48) hours, after submitting a second written request to the UTSA Housing Managing Director, please address a letter to Campus Living Villages, to the attention of AVP of Operations, 1001 Fannin, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged.

**M3. CARPET AND TILE FLOOR CARE** - Please eliminate damage and preserve the appearance of your carpet or tile by sweeping/mopping and vacuuming frequently (at least weekly). Brooms, and a vacuum cleaner are available for your use at the front desk. You must leave your driver's license or UTSA Student ID card to check out the aforementioned items. Please call the Chisholm Office immediately for special instructions and assistance in handling stains, marks, scuffs or damaged areas.

**M4. RENTAL PAYMENTS** - Rental payments are due in advance, without demand, at the Chisholm Office on or before the 1st day of each month listed in the Lease Contract. Payments received after this date are subject to a late fee. Chisholm Hall policy is to pursue all legal remedies upon breach of the lease, including court action if necessary. Should you ever require an exception to the rental policies, please contact the Chisholm Office prior to the due date to make acceptable arrangements. Rent is payable at the office during regular office hours.

**A. Payments Made through the UTSA Fiscal Services Offices** - If you make any payment of rent or fees for Chisholm Hall and Chase Bank Trustee at the UTSA Fiscal Services Office (Bursar's Office), you must present the original (white) copy of the Bursar's receipt within 48 hours of payment. You must deliver the Bursar receipt to our office without demand in accordance with the lease contract.

**M5. SECURITY DEPOSIT REFUNDS** - Your security deposit will be refunded by mail within thirty (30) days of the expiration or termination of the lease contract, if all conditions of your lease are satisfied. Units are inspected only after a Resident has completely vacated his/her room. No partial refund will be made at any time during the lease term. Please be sure you have left your new address and phone number using the move-out notice form provided by the Chisholm Office. To be eligible for a

refund of the deposit, Residents must provide a written vacate notice 60 days prior to lease expiration. The notice must include the actual vacate date. In addition, Residents must check-out properly with a staff member and return all keys and access cards, as well as vacate on or before the specified date.

## COMMUNITY CLEANLINESS

**C1. ROOM CLEANLINESS** - Resident agrees to maintain room in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for the residents of the room and/or their neighbors.

A. Resident agrees if Owner must clean room to assure sanitary conditions, all charges for expenses incurred will be reimbursed to Owner, and/or

B. If one Resident of a shared room vacates, the vacating Resident and the remaining Resident must satisfactorily clean the room. Failure to do so will result in a minimum \$25.00 cleaning charge assessed between the Resident who is vacating and the remaining Resident.

C. Your room must be reasonably clean at all times. If your room is not cleaned to the housing staff's approval within 24 hours of notification of an unclean room, then you will be assessed a \$25.00 fine.

D. The maintenance, professional, and student staff will conduct health and safety compliance inspections each semester. Inspections will be announced to residents at least 48 hours prior to inspection. Staff will be looking for possible leaks, checking HVAC units, apartment cleanliness, possible fire safety hazards, and any other community policy and student conduct violations. If candles, incense, or their implements are found, used or unused, they will be confiscated and disposed of immediately and a \$100.00 fine will be assessed. These items are forbidden because of the extreme fire danger they cause. Students caught with these items will face disciplinary sanctions. Resident will have 48 hours to correct any health and safety violations to avoid further disciplinary action.

**C2. TRASH** - Put all trash in tightly closed plastic bags and deposit them in the dumpsters around the exterior of the building. Do not put trash between the dumpsters. Do not put your trash in the trash cans in the courtyards or common areas. Do not leave trash bags in the hallway or in any of the community trash cans. Deposit trash bags in the dumpsters outside. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters). Dumpsters are intended for the use of disposing of normal room trash. Large items, such as furniture, should not be disposed of in Chisholm Hall dumpsters.

**C3. BALCONIES** - The public staircase balconies must be clean and uncluttered at all times. Do not place any personal items in/on any of the public balconies.

**C4. PETS** - You are not permitted to have pets of any kind. This includes aquariums for use with fish and/or reptiles. Violators will be assessed a fine of \$100.00 which will include the required fumigation charge, if appropriate. The pet must be removed within 24 hours of notification. If the pet is not removed, upon re-inspection of the apartment, an additional \$250.00 fine will result and Animal Control will remove the pet. A subsequent pet violation will result in an additional fines and disciplinary action.

## AMENITIES

**A1. LAUNDRY FACILITIES** - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry. Guests are not permitted to utilize these facilities. Problems with laundry machines should be reported to the laundry equipment provider posted in the laundry room.

**A2. ACTIVITY CENTER / STUDY LOUNGE / COMMUNITY KITCHEN USE** - The Chisholm Hall residence staff will utilize the Activity Center and other public/common areas for a variety of educational, recreational and social programs. These common areas are also available for resident use (i.e., study groups, organization meetings, etc.). Residents must clean the facilities after use and adhere to all posted policies and hours. For further information on utilization of Chisholm Hall Common Space, please contact the Chisholm Office. Priority will be given to functions sponsored by housing staff.

**A3. POSTING** - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

**A4. NETWORK ACCEPTABLE USE POLICY** - Access to some **Chisholm Hall** network or University computer resources require that each user have a unique identity A computer identity represents the user in various system activities, to provide access to software and data, and to associate the user's own software and data with the identity. As such, any computer identity is an instrument of identification, and its misuse constitutes forgery or misrepresentation and is subject to disciplinary action. In particular:

- No **Chisholm Hall** network resource is to be used for any illegal or criminal purpose.
- Unauthorized attempts to gain root access or access to any account not belonging to the user on any **Chisholm Hall** or University network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any **Chisholm Hall** or University system is obliged to report it to the system administrators.

**Password sharing is prohibited. Users shall be held responsible for choosing safe passwords, ensuring file protections are set correctly, and for all use of accounts and user-ids assigned to them.**

### CIVILITY AND LIBERTY

**Chisholm Hall** seek to protect the civil, personal, and property rights of those actually using its computing resources and seeks to protect the confidentiality of **Chisholm Hall** and University records stored on its computer systems. Conduct that involves use of computer resources to violate another's rights is subject to disciplinary action by **Chisholm Hall** and/or the University.

We are committed to supporting the academic freedom of all members of the community; and we are committed to respecting the dignity of all members of our community.

There will be situations in which what one person understands to be free expression another person takes to be harassment, personal assault, or an assault on prevailing standards of decency. The Report of the Committee on Freedom of Expression at Yale University (January 8, 1975), states: Shock, hurt, and anger are not consequences to be weighed lightly. No member of a community with a decent respect for

others should use, or encourage others to use, slurs and epithets intended to discredit another's race, ethnic group, religion, or sex. It may sometimes be necessary in a university for civility and mutual respect to be superseded by the need to guarantee free expression. The values superseded are nevertheless important, and every member of the university community should consider them in exercising the fundamental right to free expression.

We have considered the opposing argument that behavior that violates these social and ethical considerations should be made subject to formal sanctions, and the argument that such behavior entitles others to prevent speech they might regard as offensive. Our conviction that the central purpose of any university community, is to foster the free access of knowledge compels us to reject both of these arguments. They assert a right to prevent free expression. They rest upon the assumption that speech can be suppressed by anyone who deems it false or offensive. . . . They make the majority, or any willful minority, the arbiters of truth for all. If expression may be prevented, censored, or punished, because of its content or because of the motives attributed to those who promote it, then it is no longer free. It will be subordinated to other values that we believe to be of lower priority.

The conclusions that we draw, then, are these: even when some members of the university community fail to meet their social and ethical responsibilities, our paramount obligation is to protect their right to free expression. If any university's overriding commitment to free expression is to be sustained, secondary social and ethical responsibilities must be left to the informal processes of suasion, example, and argument.

Just as nothing in the present policy is to be understood as excusing users of any computing facilities from compliance with federal or state law, nothing in this policy should be understood as withdrawing the University's affirmation of statements in faculty and student policy handbooks in support of academic and intellectual freedom.

None of this, though, denies that harassment on the basis of sex is a violation of Section 703 of Title VII of The Civil Rights Act of 1964 and is also prohibited under Title IX of the Education Amendments of 1972. Sexual Harassment is defined as (following Section 703 and the EEOC's 1980 Sex Discrimination Guidelines):

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature constitutes sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment or education or 2) submission to or rejection of such conduct is used as a basis for employment or academic decisions affecting that individual or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or of creating an intimidating, hostile, or offensive educational or employment environment.

The mere fact of computer-mediation, by no means excuses contact that otherwise counts as sexual harassment under the reasonable person standard. Furthermore, users of public terminals or similar facilities should be aware of the public nature of shared facilities and should take care not to display images or play sounds that could create an atmosphere of harassment for others. Similar considerations apply to electronic mail exchanges.

The **Chisholm Hall** or the University are not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect **Chisholm Hall** or University

positions.

#### PROPERTY

Computing and information resources are made available to individuals to assist in the pursuit of educational and other academic goals. It is expected that users will cooperate with each other and respect the ownership of work and information even though it is in electronic--rather than more immediately tangible--form. Individuals and organizations will be held no less accountable for their actions in situations involving computers and information resources than they would be in dealing with other media. Rules prohibiting theft and vandalism apply to software and data as well as to physical equipment.

In particular:

- No computer system is to be used as a staging ground to crack other systems.
- No one shall alter or delete software, hardware, communications, or data belonging to someone else without authorization.
- Users may not browse, access, copy, or change private files without authorization. Users may not attempt to modify the computer system or software in any unauthorized manner.
- Use of the system for commercial purposes, either for-profit or not for profit, is strictly prohibited.
- Users ought to adhere to posted system policies, procedures, or protocols, such as time or storage limits, where those policies, procedures, or protocols are consistent with this policy. Refusal may constitute failure to comply as defined in the **Chisholm Hall** Community Policies.
- The use of invasive software, such as "worms" and "viruses" destructive to computer systems, is unethical and illegal.
- Copyrighted software must only be used in accordance with its license or purchase agreement. Users do not have the right to receive or use unauthorized copies of software, nor to make unauthorized copies for themselves or others.
- Attempting to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.

Excessive consumption of system resources (disk space, CPU time, bandwidth) will not be tolerated.

***A breach of any of these Community Policies constitutes a breach of the lease and may at Owner's discretion subject Resident to disciplinary action, including eviction. These Community Policies are part of Resident's lease for an accommodation having the characteristics described on the Room Identification Addendum attached to the lease and identified, or to be identified, by room number therein (the "Room") and located at Chisholm Hall. Thank you again for choosing Chisholm Hall as your new home. If at any time you have suggestions for improving the quality of life or desire assistance, please contact an administrative staff member in the Chisholm Hall office.***