

Dear Future Resident,

Thank you for selecting University Village. 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 **“University Village 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 \$250 to University Village Apts., 6506 University Drive S., Omaha, NE 68132-3428 (\$200 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 402-554-8555.

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 University Village. 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 (402) 554-8555 or e-mail inquiry at uneb@campushousing.com.

Thank you,
University Village Management

See also the Lease Contract Addendum ("Addendum")

PART I. YOUR DATA

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

1. (Print) Last Name _____ 2. First Name _____ M.I. _____

3. Permanent Address _____ 4. City _____ 5. State _____ 6. 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: UNEB OTHER: _____

17. Has your lease been terminated from other campus housing at the University of Nebraska at Omaha? YES (circle one) NO
(Students whose lease has been terminated or not renewed at any campus housing shall not be permitted to execute a lease with any other campus housing until termination is overturned and/or expires.)

ROOMMATE DATA

18. Roommate(s) requested: _____

19. Curriculum/major: _____

20. I smoke or don't mind being in a smoking unit YES NO **SMOKING IS NOW PROHIBITED**

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

STEP 1: Please select the term that best meets your needs by placing your initials in the box marked "Your Initials". *It is important to note that all Full Term Contracts are given priority.*

STEP 2: All applicants must 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: Full = August 21, 2009—July 31, 2010 Spring = January 8, 2010—May 7, 2010
 Summer = May 9, 2010-- July 31, 2010 Academic = August 21, 2009—May 7, 2010
 Spring/Summer = January 8, 2010-- July 31, 2010

Your Initials	Term	Total Value	Rent Payments and Due Dates											Director Initials		
			08/01/09	09/01/09	10/01/09	11/01/09	12/01/09	01/01/10	02/01/10	03/01/10	04/01/10	05/01/10	06/01/10		07/01/10	
One Bed in a 4 Bedroom	Full	\$5,460	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	\$455	
	Academic	\$4,455	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495	\$495				
	Spring/Summer	\$3,465						\$495	\$495	\$495	\$495	\$495	\$495	\$495		
	Spring	\$2,228						\$495	\$495	\$495	\$495	\$248				
	Summer	\$1,485										\$495	\$495	\$495		



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 12/08 as well as the University Village Community Policies dated 12/08. 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 Fifty Dollars (\$250) to be used for the Two Hundred Dollar (\$200) 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 12/08, and agree to the Alcohol Policy at the University of Nebraska at Omaha and University Village. I also understand the Fire and Safety Equipment/Evacuation Policy. (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. (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 Tenant under the Lease Contract, as same may be amended, renewed or extended from time to time by Landlord and Tenant, 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 Tenant, Landlord may proceed against Guarantor without first proceeding against Tenant. 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 Landlord against Tenant and without the necessity of any resorting to any security under the Lease 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 landlord pursuant to the provisions of the Lease or available by law. Guarantor shall be primarily obligated under the Lease as if it had executed the Lease as Tenant.

Guarantor waives receipt of all notice from Landlord hereunder and under the Lease (except any non-waivable notices required by applicable law), including without limitation notice of default by Tenant and notice of any amendment of this Lease by Tenant. 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 landlord. Guarantor waives trial by Jury in any litigation involving the Lease or this Guaranty. Notwithstanding any contrary provision of the Lease, this Guaranty or of non-waivable law, no Landlord Party (as defined in the Lease) shall be responsible to any Tenant Party (as defined in the Lease), and Guarantor, for itself and all other Tenant Parties, hereby releases all Landlord Parties from, covenants not to sue any Landlord Party with respect to, and shall indemnify and hold harmless all Landlord 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 Tenant or any guest of Tenant 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 Tenant or any guest of the Tenant at the Premises, (iii) any personal conflict between Tenant 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 Landlord or Agent. Guarantor acknowledges that neither the Landlord 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 Landlord and Agent neither warrant nor guarantee the safety or security of Tenant or its guests against any criminal, tortuous or wrongful acts of any person and hereby releases all, and covenants not to sue any, Landlord Parties, with respect to all personal injury, claims, liability, suits, actions, and causes of actions against any Landlord Party, with respect to all personal injury, death or property damage suffered by Tenant as a result of any criminal, tortuous or wrongful act by any person, including without limitation another tenant at the Facility, but excluding landlord 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 Landlord Parties and their respective heirs, executors, administrators, successors and assigns. By your Execution of this agreement, you represent that although the Tenant may not have yet reached the age of 18, the Guarantor Agreement is valid notwithstanding any attempt by Tenant to invalidate the Tenant contractual obligations because of the Tenant's age.

21. Guarantor Last Name _____ 22. Guarantor First Name _____ M.I. _____

23. Guarantor Social Security Number _____ 24. Guarantor Address _____ 25. City _____

26. State _____ 27. Zip Code _____ 28. Guarantor Telephone _____

29. 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: NEBRASKA HOUSING PARTNERSHIP I LTD., OWNER

OUR ACCEPTANCE: _____, Owner's Representative DATE: _____

UNIVERSITY VILLAGE

Lease Contract Addendum ("Addendum")

6506 University Drive S, Omaha, Nebraska, 68132

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DEFINITIONS

In accordance with Neb. Rev. Stat. §76-1408(1) (Reissue 1996), as amended, you are entering into a lease of a residence at an institution, which is incidental to the provision of educational services, and therefore, this lease is not subject to the Nebraska Uniform Residential Landlord and Tenant Act.

Landlord (Owner): NEBRASKA HOUSING I LIMITED PARTNERSHIP ("us," "we" or "our").

University: The University of Nebraska at Omaha

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

Property: A 144-unit apartment project located at 6506 University Dr. South in Omaha, Nebraska.

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 used.

All checks and money orders must be payable to "University Village Apartments and Chase Bank, Trustee."

Your initial deposit is **\$250.00** (a \$200.00 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 Apartment (or any reasonable substitute bedspace provided by us at our election);
- Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Property (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another bedspace, and, within the Property, those areas to which all residents have general access); and
- The furniture is owned by Student Furniture VI Limited Partnership ("furniture company") and we are renting it to you in our capacity as agent for the Furniture Company. Of the rent, you are to pay \$41 per month for the furniture, unless your Apartment is unfurnished, in which case, none of your Rent is for furniture.

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one bedspace in the Apartment to another or to another similar bedspace Apartment in any building. If we relocate you, we will pay the costs associated with changing your phone, cable TV and electric 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 Apartment is located. It will be used only as a private residence and for no other purpose. While you can not 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 Apartment is unoccupied, to place a new resident in the unoccupied bedspace unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedspace. The fact that you and your roommates 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.

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



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.**

a. 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 Apartment 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 apartments, utilities for showing, checking prospects, office overhead, and marketing costs.

7. SECURITY DEPOSIT

Once you sign the lease, you will be required to deposit with the Manager 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 can not 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 "University Village Apartments 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 2nd of the month, then on the 3rd 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 gas, water, sewer, garbage collection and an electric allowance of up to \$30.00 per bed/month (two bedroom apartment) \$25.00 per bed/month (efficiency, one and four bedroom apartment). Electric costs in excess of the listed amounts above will result in resident being invoiced for the excess cost of electric on a monthly basis. Resident agrees to pay such excess electric costs. You and the other residents of the Apartment must separately pay and provide required deposits for all other utilities, city services and city fees. 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. If you want cable TV or telephone service, they will be at your expense and you must contact the appropriate provider.

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.

11. PARKING RULES AND REGULATIONS

All vehicles owned or operated by you may be required to have a University or Property parking sticker if we have so designated. Guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces are available on a first come, first served basis. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator. You shall be issued one gate card. A non-refundable charge of \$30.00 will be required for each replacement card. Your vehicle may be towed immediately, without notice, for the following violations:

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 (Please contact their office for additional rules and regulations they may enforce).

In addition, vehicles 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 (must drive to the office to prove operable)
3. Vehicles abandoned or not being driven (i.e. Using our property as a storage facility)
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 Apartment by other residents of the Apartment 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. 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 lightbulbs for the light fixtures in the apartment. Thereafter, lightbulbs will be replaced at your expense.

d. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. 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 condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can 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 Apartment, 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 for 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 that 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 the state law.

Molds are naturally occurring microscopic organisms that 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 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 OUR 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. 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 Apartment 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 apartment to prospective residents; or showing apartment 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 Apartment 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 apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- 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. THIS SECTION INTENTIONALLY LEFT BLANK

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 an Apartment is jointly and severally liable with the other residents of the Apartment 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 residents' 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, 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.

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 Omaha area) before the Starting Date, **and** you notify us in writing at least thirty (30) days 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 Omaha 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 Omaha area) because of unanticipated financial hardship or medical necessity (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.

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 University Village Apartments, 6506 University Drive South, Omaha, Nebraska 68132, Attention: Managing Director.

33. SPECIAL PROVISIONS

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

2009-2010 UNIVERSITY VILLAGE

Exhibit A Community Policies

6506 University Drive S., Omaha, Nebraska 68132

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WELCOME

WELCOME TO UNIVERSITY VILLAGE, a living-learning community at the University of Nebraska at Omaha (UNO). As a University Village resident, you will have an opportunity to learn about yourself and others as you meet new people and make new friends here in the Village. We welcome your involvement and participation in individual building programs and community activities. We ask your assistance in keeping the units, buildings and grounds clean and well-maintained. In addition, we ask that you report any unsafe condition or questionable person to the University Village Staff and/or UNO Campus Security.

As with any community, there are policies that must be followed so that all residents can live together cooperatively and thus maintain a positive living-learning environment. The following document contains policy information that you are expected to know and follow. **Your signature on the last page of this document indicates your understanding of and commitment to abide by the University Village Policies, the UNO Student Code of Conduct and the University's policies concerning illegal discrimination and sexual harassment.**

1. RESPONSE TO UNIVERSITY VILLAGE STAFF

University Village Staff may contact you or request information about a variety of things such as your maintenance request, plans for holiday breaks, safety issues, etc. Your timely response enables the opportunity for you to be provided with quality assistance.

It is also your responsibility to cooperate with the University Village staff should they speak with you about inappropriate behavior. If University Village Staff have a concern about your actions or those of your guest (s), they will request that the behavior/activity stop. They may then request that you and your guests provide identification. Guests may then be asked to leave University Village. The University Village Staff member will prepare a written report describing the incident. This incident report will be forwarded to the Assistant Director and/or Managing Director. You will then be asked to meet with the Assistant Director and/or Managing Director to discuss the incident. The Assistant Director/Managing Director will then determine appropriate action, including sanction(s). Please note that a lack of cooperation with University Village Staff will be taken into consideration when the Assistant Director and/or Managing Director reviews the incident report(s) and makes any related decision.

2. SECURITY

It is not possible for any facility owner or manager to ensure "security" or "safety." For the convenience of our residents, many features such as perimeter fencing, deadbolt locks, and limited access gates are provided. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. The Campus Security department provides security-related services to University Village. You should promptly report any incident of theft, vandalism, or unsafe conditions to Campus Security and/or to the Housing Office. Whenever possible, please furnish a detailed description of the situation/offender, date and time of day, make and color of car, license plate number, etc. Please call Campus Security (24 hours per day) at 554-2648 to report any suspicious activity or to report an emergency. Dial 911 to access Omaha Police/Fire/Medical Personnel. University Village will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

ACCESS TO UNIVERSITY VILLAGE. Your access card contains your personal electronic code. Your acceptance and use of the access card is subject to your compliance with the following guidelines:

- For the safety of the community and its residents, you should immediately report lost or stolen cards to the University Village Office. Your number can then be programmed out of the computer to prevent unauthorized use of the card.
- Your right to use the access card ends when your lease ends or is terminated. You must return your card at that time or pay for its replacement.
- Do not let other people use your card.
- Mere possession of a card does not necessarily confirm right of entry. Therefore, please do not assist anyone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

To avoid damage to your vehicle and to the vehicle access gates, pass through the gates carefully. You may be sanctioned and/or charged for the repair costs of any damage to gates caused by vehicles driven by you or your guests. People who vandalize the gates will be required to pay the costs of repairs, and may face disciplinary action and/or criminal prosecution.

The front-gate call boxes will provide a resident directory with listings by last name. To gain entry, your visitor must:

- Press the "#" button first for a dial tone.
- Dial the four digit code listed by your name.
- Your unit telephone number will be dialed.
- You may then open the gate for your visitor by answering the call and then pressing the "9" button on your telephone.

WAIVER OF WARRANTY; RELEASE OF LIABILITY – University Village, Century Campus Housing Management, L.P., and their respective managers, agents, representatives, officers, directors, and employees (collectively, "Century"), make absolutely no warranty, express or implied, as to the effectiveness of the limited access gates and the access card system. You expressly waive any warranty, expressed or implied, as to the condition of the access equipment, its fitness for any particular purpose, or the likelihood that the fencing and gates will increase the amount of protection of you or your property, or decrease the possibility of forced, illegal, or unwanted entry into your unit or the parking lots and grounds. You acknowledge that the access gates and access card systems are mechanical devices that periodically fail or are rendered inoperative. We may leave open some or all of the gates at our sole discretion. We do not guarantee that the limited access gates, or fencing will prevent theft, assault, vandalism, or damage to you or your property. You acknowledge that Century shall not be liable for any disruption in the operation of the access gates, nor shall it be liable for any loss you suffer as a result of any problem, defect, malfunction or failure of this equipment. The Community Policies do not impose any responsibility, duty, or liability upon Century as a result of the installation and/or operation of the access gates, and you release Century from all liability connected therewith.

KEYS - Keys belong to the Housing Office and must be returned to the University Village Office at the end or termination of your lease. You are not allowed to duplicate any keys. If you are locked out of your unit, you may check out a spare key from the University Village Office for 30-minutes. If the key is not returned in 30- minutes a late charge will be assessed. Check-out of a spare key for more than 30 minutes must be



authorized by the Managing Director.

PERSONAL SECURITY – WHILE INSIDE YOUR UNIT

- A. Lock your doors and windows, even while you are inside.
- B. Use deadbolt locks on the doors while you're inside your unit or when you leave it.
- C. When answering the door, see who is there by looking through the window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
- D. Don't put your name, address or phone number on your key ring.
- E. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Housing Office to re-key the locks.
- F. Please call Campus Security (24 hours per day) at 554-2648 to report any suspicious activity or to report an emergency. Dial 911 to access Omaha Police/Fire/Medical Personnel. Also, please inform the University Village staff by contacting the Duty CA or calling the Office at 554-8555.
- G. Check your smoke detector monthly for malfunctions.
- H. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- I. Immediately report the following to the Housing Office in writing, dated and signed:
 1. Any need for repairs of locks, latches, doors, windows, and smoke detectors.
 2. Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- J. Close curtains, blinds and window shades at night.
- K. Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT

- A. Lock your doors while you're gone. Lock your door handle lock and keyed dead bolt lock when you are home or when you leave.
- B. Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- C. Tell your roommate where you're going and when you'll be back.
- D. Don't walk alone at night.
- E. Don't hide a key under the doormat or a nearby flowerpot.
- F. Don't give entry codes or electronic gate cards to anyone.
- G. Use lamp timers when you go out in the evening or go away for an extended period.
- H. Let us and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your unit when you are gone.
- I. While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- J. Carry your door key in your hand, in daylight or dark, when walking to your entry door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- A. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- B. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases or purses.
- C. Don't leave your keys in the car.
- D. Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- E. Check the backseat before getting into your car.
- F. Don't stop at gas stations or automatic teller machines at night, or anytime you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

3. RENTAL PAYMENTS

Rental payments are due on or before the first of each month, without demand, at the University Village Office in accordance with your Lease Contract. You must make payments by check,

money order, or credit card, with credit card service fees being the responsibility of the resident. If the Office is closed, place your payment in an envelope and place the envelope through the letter slot located by the University Village Office door. The policy of the University Village Office is to pursue all legal remedies for lease defaults, including court action and filing reports with the credit bureaus. After two returned checks, you must make all future payments by money order or cashier's/certified check.

4. NUMBER OF OCCUPANTS

The maximum number of people living in a unit shall be no more than four people in a four-bedroom unit.

5. TRANSFERS/ROOM CHANGES

You may move from one unit to another if you have the approval of the Managing Director. If you move to another unit or bedroom within a unit without prior approval of the University Village Office, you will be considered in breach of your lease and will be responsible for any cost associated with such breach, including cleaning, lock change, and damages. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in a unit. If you do, you may be charged for the additional space and face disciplinary action.

6. UNIT INSPECTION/ENTRY

Housing officials may enter your unit if they believe a University policy, community policy, or civil or state law may be broken or an emergency situation exists.

7. HOUSING UNITS

University Village recognizes the importance of personalizing your unit. However, in order to comply with fire codes, to reduce the risk of accidents, and to prevent other damage to the unit, the following policies have been established:

The following are *not* permitted in your unit:

- A. Hot plates.
- B. Multiple outlet, "octopus" plugs unless they have a self-contained circuit breaker or surge protector. All extension cords must be U.L. approved.
- C. Halogen lamps, candles, incense or any open flame. Do not store flammable liquids in or around your unit. If the power goes out, use flashlights only.
- D. Sticking or erecting anything in, on or about the windows, or anywhere else on the outside of any building.
- E. Wall papering or painting. All decorations should be temporary in nature so as to not permanently deface or damage any of your unit finishes. You can hang posters and other wall decorations with thumb tacks or small picture hooks, or use any other method that will not damage painted wall surfaces.
- F. Nails, stickers or forms of tape on the unit entrance, bedroom, and closet doors, or kitchen cabinet surfaces.
- G. Waterbeds.
- H. Live Christmas trees.
- I. Space heaters.

8. CLEANLINESS

You must maintain your unit in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors and will be noted during monthly maintenance checks. If the University Village Office has to have your unit cleaned to assure sanitary conditions, you must pay for all costs incurred.

9. NOISE

You and your guests are responsible for respecting the rights of others at all times and for behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. You are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. Alternate "quiet hours" may be

negotiated using the Roommate Agreement Form provided by the University Village Office. If you have a concern about noise, please contact the University Village Office during business hours or, after hours, the Resident Assistant On-Duty who will assist you in appropriately addressing the situation.

10. RESIDENT COUNSELING

Resident conflict may occur due to a lack of communication between people and resistance to compromise. A resident residing with a roommate, or neighbors living near each other, agree to follow the Roommate/Neighbor Conflict Resolution process:

- A. The complaining resident discusses the problem with the University Village staff; staff will offer tips on how to talk with roommate/neighbor; the complaining resident addresses the concern directly with roommate/neighbor.
- B. University Village staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. University Village staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after University Village staff feels that the roommate/neighbor resolution process has been given a chance will changes in unit assignment be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process may face disciplinary action.

11. PARKING AREAS & PERMITS

All vehicles that you operate on the property must be registered at Campus Security Office. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily. All vehicles that have not been properly registered may be towed at the owner's expense. You may not maintain, repair or wash vehicles on the property.

MOTORCYCLES- Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at the Campus Security Office. If these kinds of vehicles are allowed, they must be parked in specially designated spaces.

BICYCLES - If you keep a bicycle on the property, you do so at your sole risk of loss or damage. Do not chain bicycles to trees or fences.

12. OFFICE HOURS & SERVICE PROCEDURES

Business hours for the University Village Office may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, please contact the Resident Assistant "On-Duty" for questions, concerns or emergencies. **Security issues, power failures, fires, losses of heat (if the outside temperature is below 40 degrees F), losses of air conditioning (if the outside temperature is above 90 degrees F), and rising water are considered emergencies.** A letter slot is available for messages and after-hours rental payments. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

13. MAINTENANCE MANAGEMENT SYSTEM

University Village takes pride in providing you a well-maintained residence. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a written work order must be submitted at the Housing Office for all service requests. Verbal requests are not permitted due to the lack of written record. Your cooperation with this policy will help us provide you better service. If you make a second request for services and do not receive service within forty-eight (48) hours, please address a letter to Campus Living Villages, to the attention of Regional Director, 1001 Fannin, Suite 1350, Houston, Texas

77002. Only written correspondence will be acknowledged.

14. CARPET CARE

To reduce damage and preserve the appearance of your carpet, you should vacuum at least once a weekly. A vacuum cleaner is available for your use at the University Village Office. If a food/beverage spill occurs, immediately wipe it up with cold, wet cloth. Be sure to contact the University Village Office right away if you have difficulty removing the stain.

15. FIRE SAFETY EQUIPMENT EVACUATION

As a member of the University Village community, you are relied upon and held responsible for keeping fire safety equipment in good working order. Therefore, you may not render the smoke detector(s) in your unit inoperable. At the beginning of your lease, the smoke detector (s) in your unit will be tested for proper operation. Report any malfunctioning or inoperable smoke detector(s) to the University Village Office. **Hanging items on or near the sprinklers located in your unit is prohibited. Please do not tamper with fire extinguishers, pull boxes, or other elements of the University Village fire protection system. Such tampering can subject a person to cancellation of the lease agreement as well as referral to the UNO student judicial system and state/local law enforcement agencies.**

For your protection and safety, you and your guests are required to immediately evacuate your unit and building any time the fire alarm sounds. Residents who do not evacuate will be subject to University Village disciplinary action as well as referral to the UNO student judicial system and state/local law enforcement agencies.

16. BARBEQUE GRILLS

The storage or use of barbecue grills on the sidewalks in front of each building and/or on the unit patio/balconies is prohibited because it is a fire hazard. Community grills are provided for University Village residents. After using the community grills, please leave the equipment, grills, and area clean for the next person.

17. TRASH

Residents are responsible for disposal of their trash. Please place all trash in tightly closed plastic bags and immediately deposit them **inside** the dumpsters located north of Building 4 or in Lot "L." Trash should not be left on the balcony/patio outside your unit for any period of time. If this occurs, residents of the unit will receive a letter of warning for the first offense. If trash is left on the balcony/patio thereafter, residents of the unit will be charged a removal fee.

In order to maintain the cleanliness of the dumpster area, we ask that you do not place trash between the fence which encloses the dumpster and the dumpster itself. Also, please do not put your trash in the trashcans in the courtyards or common areas since filling these with unit trash makes them unavailable for their intended purpose.

18. COMMON AREAS

You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege. Do not make loud noise or play loud music on the grounds, in the clubhouse, or other common areas. You and your guests are required to follow the posted rules and regulations.

19. LAUNDRY FACILITIES

Laundry facilities are for the residents of University Village only. Residents are solely responsible for unattended laundry.

20. PATIOS & BALCONIES

We ask your assistance in maintaining a clean and attractive appearance throughout the property including patios and balconies. Please keep patios and balconies uncluttered and swept clean. We ask that you use only outdoor patio furnishings. In addition, please do not dry clothing/linens or store unsightly personal property on your patio or balcony. For the safety of others, do not throw any items, including cigarette or cigar butts, from your balcony.

21. SMOKING PROHIBITED

Smoking is prohibited in all indoor public areas including but not limited to the office, model apartments, guest apartments, the Community Room, and the laundry room. Smoking is also prohibited in all apartments except those designated by us as smoking apartments. Smoking is allowed in outdoor public areas as long as it does not bother residents of adjoining apartments or residents using public areas.

Cigarette butts must be properly disposed of in proper containers. Failure to dispose of cigarette butts properly could result in a fine of \$30 per incident and a cleaning charge of up to \$100 per apartment.

22. MINOR CHILDREN

An adult must supervise minor children guests at all times.

23. POSTING

All signs and posters must be pre-approved by the University Village Office before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

24. FIREARMS/ WEAPONS

Firearms and any other object that can be construed as a weapon, including without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, and BB guns are not allowed on the property.

25. ALCOHOL

In accordance with the University of Nebraska at Omaha Alcohol Policy, possession or consumption of alcoholic beverages is prohibited throughout the University Village buildings and grounds regardless of the age of the resident. Possession/display of containers that held or were intended to hold alcohol is not permitted as well. Alcohol-related conduct that infringes upon the rights of others to a quiet, orderly living environment or poses danger to self or others is not acceptable under any circumstances. Residents in violation of this policy are subject to cancellation of their lease agreement (eviction), UNO judicial system and/or state and local laws pertaining to alcohol possession, use and distribution e.g., minor in possession (MIP), procuring for a minor. Guests are likewise subject to this policy and residents will be held similarly accountable for the actions of their guests.

26. ILLEGAL DRUGS & CONTROLLED SUBSTANCES

Use, possession and/or distribution of illegal drugs and/or controlled substances as well as drug paraphernalia is strictly prohibited and will result in eviction and referral to the UNO judicial system and law enforcement agencies. Guests are likewise subject to this policy and residents will be held similarly accountable for the actions of their guests.

27. VISITORS

Residents are responsible for their guests' compliance with all these Community Policies including UNO parking regulations. Visiting hours are 10:00 a.m. to 2:00 a.m. daily. These hours may be altered by signed written agreement using the

Roommate Agreement Form, which must be kept on file at the University Village Office.

Overnight guests are permitted with advance written approval of all roommates. Visitors who stay after 2:00 a.m. will be considered overnight guests. Overnight guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester.

PETS - You are not permitted to have pets of any kind, including fish. See your lease agreement for details.

28. 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.

ACCOUNTABILITY

If you violate any of these Community Policies you are technically breaching your lease agreement, and you will be held accountable for your actions through the University Village discipline process. This involves referral to the Assistant Director and/or Managing Director. Possible University Village sanctions include one or more of the following:

- Written Warning
- Behavioral Requirement (Community Service, Alcohol Education Class, etc.)
- Lease Agreement Probation
- Lease Agreement Relocation/Room Change
- Lease Agreement Termination/Eviction
- Restitution
- Referral to UNO Student Judicial System

Under the Campus Crime and Security Act, revised 1998, parental notification is one of the options that may be utilized in judicial/disciplinary situations.

Please be aware that your actions may also cause you to be held accountable for potential violation of applicable local, state or federal laws. Residents whose actions violate the University Student Code of Conduct will be referred to the UNO Judicial System.

We appreciate your decision to live at University Village. If at any time you have suggestions for improving the quality of life or desire assistance, please contact the University Village Office.

29. NETWORK ACCEPTABLE USE POLICY

Access to some **University Village** 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 **University Village** 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 **University Village** or University network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any **University Village** 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

University Village seek to protect the civil, personal, and property rights of those actually using its computing resources and seeks to protect the confidentiality of **University Village** 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 **University Village** 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 **University Village** 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 **University Village** 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 **University Village** 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.

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