

2006-2007 CENTENNIAL COURT

Exhibit A Community Policies

700 West Mitchell Circle, Arlington, TX 76013

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centennialcourt
on campus
University of Texas
Arlington

WELCOME

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

You must follow the **STUDENT CODE OF CONDUCT** of the University. *By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of The University of Texas System, the rules and regulations of The University of Texas at Arlington and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically proscribed by the provisions of the Student Code of Conduct. **APPEALS** may first be addressed in writing to the on-site Managing Director.*

If you are unsatisfied with this decision a written appeal may be forwarded to: Division Director, 1000 Main St., Suite 3200, Houston, TX 77002.

SAFETY

S1. SECURITY - It is not possible for any apartment owner or manager to insure "security" or "safety." For your convenience, many features, such as six-foot perimeter fencing, deadbolt locks, and limited access gates are provided. The University Police Department provides police services in the Project from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the University Police at 272-3381 for non-emergencies and 272-3003 or 911 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

ACCESS TO THE PROJECT. 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:

- Immediately report lost or stolen cards to us. Your number can then be programmed out of the computer to prevent unauthorized use of the card. Lost, stolen or damaged cards will be replaced for a \$30.00 charge. This charge offsets the cost of the card and the cost of reprogramming the computer.
- Your right to use the access card ends when your lease ends or is terminated. You must return all cards at that time. If you fail to return the access card when your lease ends or is terminated, you will be charged \$30.00.
- 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 someone 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. Do not tailgate and follow other cars through the gate. We will not pay and are not responsible for any damage to your car. You may be sanctioned, fined 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 fined, 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, then dial the four digit code listed by your name. Your apartment telephone number will be dialed. You may then open the gate for your visitor by pressing the "9" button on your telephone.

WAIVER OF WARRANTY; RELEASE OF LIABILITY - Centennial Court Apartments, the University, and their respective managers, agents, representatives, officers, directors and employees 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, express 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 apartment or the Project 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

See SAFETY on page 2

property. You acknowledge that neither Centennial Court Apartments, the University, nor their respective managers, agents, representatives, officers, directors and employees shall be liable for any disruption in the operation of the access gates, nor shall they be liable for any loss you suffer as a result of any problem, defect, malfunction or failure of this equipment. These Community Policies do not impose any responsibility, duty or liability upon Centennial Court Apartments, the University, their respective managers, agents, representatives, officers, directors and employees as a result of the installation and/or operation of the access gates; and you release Centennial Court Apartments, the University, their respective managers, agents, representatives, officers, directors, employees, successors and assigns from all liability connected therewith.

KEYS - Keys belong to us and must be returned to us at the end or termination of your lease. You will be charged \$30.00 for each key that is not returned, and for each replacement key that you request. Do not duplicate any keys.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks on the doors while you're inside.
- When answering the door, see who is there by looking through a 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.*
- Don't put your name, address or phone number on your key ring.
- If you're concerned because you've lost your key or because someone you distrust has a key, ask us to re-key the locks. You have a statutory right to have that done. You will pay for the re-keying.
- Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire and EMS. If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Immediately report the following to us in writing, dated and signed.
 - Any need of repairs of locks, latches, doors, windows and smoke detectors and
 - 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.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you're gone. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch and sliding door security bar.
- Leave a radio or TV playing softly while you're gone.
- Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- Tell your roommate where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.

- Let us and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.

- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.

- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases or purses.
- Don't leave your keys in the car.
- 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.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Don't stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't 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.

COMMUNITY LIVING

L1. FIREARMS/WEAPONS – We do not allow firearms and other weapons on the property. You must comply with all federal, state, local and University laws and regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

L2. ALCOHOL - Possession or consumption of alcoholic beverages by you and your guests at Centennial Court Apartments must be in compliance with local, state and federal laws, and with the rules and regulations of the University. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

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

L4. VERBAL AND/OR PHYSICAL ABUSE – Residents and guests are to treat all neighbors, apartment mates, visitors, Centennial Court staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated.

L5. FAILURE TO COMPLY – You must comply with all written and verbal requests and instructions from Centennial Court staff and

University officials. This includes requests to produce valid identification.

L6. NOISE - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

L7. BARBECUE GRILLS - The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of each building and on the unit patios and balconies. After you use the community grills provided, please leave the equipment, grills, and area clean for the next person. Flammable liquids may not be stored in your apartment.

L8. SMOKE DETECTORS & FIRE ALARMS - At the beginning of your lease we will test the smoke detector(s) in your Apartment for proper operation and working batteries. Thereafter, it is your responsibility to replace the batteries. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report to us any malfunctioning or inoperable smoke detector (s). You may not remove, dismantle or render your smoke detector inoperable at any time for any reason. Failure to comply may result in a fine of \$100. Repeat violations may result in eviction. You may not tamper with any fire alarm equipment on the property. Failure to comply may result in full restitution for repairing, resetting, or monitoring the system as well as possible eviction from the community.

L9. 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 that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, pool area, or other common areas. You and your guests are required to follow the posted rules and regulations.

L10. SMOKING PROHIBITED – We do not allow smoking in our office, the model apartments, the clubroom or the laundry rooms. Smoking within an apartment is permitted only if all roommates agree. Properly dispose of cigarette butts in containers.

L11. NUMBER OF OCCUPANTS - The maximum number of people living in an apartment shall be no more than two people in an efficiency apartment, two people in a one-bedroom apartment, two people in a two-bedroom apartment and four people in a four-bedroom apartment. Guests staying more than 48 hours without our permission will be considered unauthorized occupants and you will be in violation of the lease.

L12. VISITORS - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Guests may not spend more than two nights per month without written approval from the management. Guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester.

L13. MINOR CHILDREN - An adult must supervise your children, and the children of your guests, when outside your Apartment. Patios and balconies are considered "outside."

L14. APARTMENT INSPECTION/ENTRY/HEALTH & SAFETY CHECKS – It is the responsibility of each resident to keep living spaces clean and safe. Centennial Court staff and University officials will conduct health and safety checks from time to time to determine that you and your roommates are keeping your apartment sanitary and you are maintaining a safe environment for both you and your neighbors in compliance with University, Centennial Court and regulations of state and/or federal law, or if they feel that a resident or person is in danger or needs assistance. Staff will also enter rooms during fire alarms or for noise violations if there is no response from the resident. We may also enter the Apartment in situations as described in your lease.

L15. APARTMENT UNITS – We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

A. We do not allow hot plates in your Apartment.

B. We do not allow multiple-outlet, "octopus," plugs in your Apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.

C. You may not use halogen lamps, candles, incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.

D. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.

E. All decorations should be temporary in nature so as to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumb tacks, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted in your Apartment.

F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.

G. We do not allow waterbeds.

H. Do not hang anything from sprinkler heads. Damage to these may result in flood damage, which you will be responsible.

I. Aluminum foil may not be placed in windows as insulation or decoration.

L16. ROOMMATE AND NEIGHBOR COUNSELING – Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.

B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.

C. Our staff will follow-up and revise the roommate/neighbor contract if needed.

D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments 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 will be assessed a \$75.00 transfer fee to change apartments.

L17. TRANSFERS - You may move from one apartment to another if you have our approval. You may be required to pay a transfer fee of \$30.00. If you move to another apartment or bedroom within an apartment without our prior approval, you may be

sanctioned and/or have to pay \$50.00 to us. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action.

L18. 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.

L19. IMPLIED CONSENT - All students in a room/area will be held responsible of their behavior/objects in that room or area. In addition, residents who are not observed participating in misbehavior or in possession of illegal items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she may be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

L20. CHRONIC MISBEHAVIOR – A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction. Management reserves the right to escalate the process, if necessary.

OFFICE & MAINTENANCE SERVICES

O1. OFFICE HOURS AND SERVICE PROCEDURES - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, the phones will be transferred to an answering service for messages. A staff member is also available after hours by calling the on-call staff member at 817-401-2187. For lockouts please meet the staff member at the office. Proper I.D. will be required. A letter slot is available for messages and after-hours rental payments.

O2. MAINTENANCE MANAGEMENT SYSTEM - We take pride in providing you a well-maintained apartment home. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Century Campus Housing Management L. P., to the attention of Regional Manager, Reliant Energy Plaza, 1000 Main Street, Suite 3200, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is 713/621-9500. Emergency maintenance such as power failures, losses of heat (if the outside temperature is below 40oF), losses of air conditioning (if the outside temperature is above 90oF), and rising water may be reported by calling the on duty staff member. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

O3. CARPET CARE – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). A vacuum cleaner is available for your use at our office. Please call us immediately for special instructions and assistance in handling carpet stains or damage. Annually, upon renewal of your contract, we will shampoo your carpet at no cost, per your request.

O4. RENTAL PAYMENTS - Rental payments are due in advance, without demand,

at our office in accordance with your Lease Contract. You will be assessed a \$30.00 late fee for late payments. You must make payments by check or money order. Credit card payment may be available with service fees being the responsibility of the resident. Our policy is to pursue all legal remedies for lease defaults, including court action and filing reports with the credit bureaus. You will be charged \$30.00 for returned checks, plus the late fee. After two returned checks, you must make all future payments by money order or cashier's/certified check.

O5. SECURITY DEPOSIT REFUNDS - Your security deposit will be refunded by mail within thirty (30) days of the expiration or termination of your lease, if you have met all the conditions of your lease. We will inspect your Apartment only after you have completely moved out. No partial refund of your security deposit will be made at any time during the lease term. You must leave us your new address and phone number using the move-out notice form that we provide. You will not receive a refund of your security deposit unless you have given us a written move-out notice at least 45 days prior to the expiration of your lease. The move-out notice must include your actual move-out date. In addition, you must check out properly and return all keys and access cards by the move-out date.

COMMUNITY CLEANLINESS

C1. APARTMENT CLEANLINESS – You must maintain your Apartment in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

A. If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.

B. If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, a \$100.00 cleaning charge will be assessed among all roommates.

C2. TRASH – Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters).

C3. PATIOS & BALCONIES – Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to boxes, tires, recyclables, and broken furniture. No apartment furniture is allowed.

C4. PETS - You are not permitted to have pets of any kind. We will assess a fine of \$100.00 (which will include the required fumigation charge, if appropriate) if you violate this policy. If we catch you with a pet, you must remove the pet within 24 hours. If you violate this pet policy more than once, there will be additional fines and other disciplinary action.

AMENITIES

A1. LAUNDRY FACILITIES - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry.

A2. CLUBHOUSE USE - We will utilize the community's clubroom for a variety of educational, recreational, and social programs. The clubroom is also available for your use (i.e., study groups, organization meetings, etc). For further information on utilization of the

clubroom facilities, please contact our office and/or your Community Assistant.

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

A4. PARKING AREAS & PERMITS - All vehicles that you operate on the property must be registered at the University Police Department. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. All vehicles that have not been properly registered may be towed at the owner's expense if the vehicle is not located in a designated visitor's space. You may not maintain, repair or wash bicycles on the property. You may have only one vehicle registered in your or your parent's name parked on-site at any time.

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 University Police Department. We may not allow you to use these types of vehicles on the property. However if we do so allow, the vehicle must be parked in a parking space.

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

A5. POOL & SPA - Commercial swimwear must be worn at all times. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times. Please follow posted hours of operation. A lifeguard is not on duty. A public telephone is available for emergencies. Additional rules may be posted in this area. Running, horseplay, or loud noise is not allowed. Glass containers are not permitted.

A6. VIDEO SURVEILLANCE – The community is equipped with a of Closed Circuit TV camera. The camera has been installed for the purpose of recording events for later viewing. The camera is NOT monitored and is NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the camera and recording equipment are mechanical and require the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon the camera in any way for any purpose..

A7. NETWORK ACCEPTABLE USE POLICY- Access to some Centennial Court 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 Centennial Court 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 Centennial Court or University network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any Centennial Court 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

Centennial Court seek to protect the civil, personal, and property rights of those actually using its computing resources and seeks to protect the confidentiality of Centennial Court 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 Centennial Court 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 Centennial Court or the University are not responsible for unofficial uses of computer resources. In particular, email and personal Web pages often express private opinions that do not reflect Centennial Court 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 Centennial Court 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.

If you violate any of these Community Policies you are also breaching your lease. Such violation may, at our sole discretion, cause you to be disciplined, fined, and/or evicted. These Community Policies are part of your lease for a bedroom at Centennial Court Apartments. All of your roommates in your Apartment must comply with these Community Policies as well. Thank you again for choosing Centennial Court Apartments as your home. If at any time you have suggestions for improving the quality of life or desire assistance, please contact us.