



## COMMUNITY RULES AND REGULATIONS

**The following Community Rules and Regulations (“Community Rules”) are added as a part of the Residential Agreement. Student should read the following guidelines carefully. In accordance with the Residential Agreement, there will be reasonable charges assessed for violations of any provisions, even if an exact amount is not set out below. Such charges are due and payable at the same time as the succeeding month’s rent.**

### ABOUT YOUR UNIT

1. No Obstructions. Student shall not obstruct or use the driveways, sidewalks, courts, entry passages, stairs or halls for any purpose other than ingress and egress. Student shall not place any signs in the Premises that are visible from the exterior of the building(s) of which the Premises are a part. (Thus, no signs or banners from windows or balconies. Student shall not allow bicycles or such other vehicles to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls of the Facility.
2. All draperies, drapery linings, shutters or blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the Facility. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. Neon or flashing signs cannot be displayed in the window. Any Student throwing anything, placing or hanging anything, out of their window or balcony will be subject to a \$100.00 fine. This fine doubles each infraction thereafter.
3. The patios and/or balconies that are a part of the Premises must be kept clean and uncluttered. The structure or appearance of any patio or balcony area may not be changed. Patios or balconies may not be used for storage purposes, fenced in, wired in, or otherwise enclosed. Objects may not be thrown from patios, balconies or windows. Student may only have furniture designated for outdoor use on the patio or balcony. Management reserves the right to deny placement of items deemed inappropriate, on or about the Premises.
4. No electrical and telephone wiring may be installed within the Premises. Exterior television or radio antennae or dishes of any size are prohibited.
5. Student may not distribute, post, or hang any signs or notices in any portion of the Facility.
6. Welcome mats may be placed in front of doors. Rugs or carpet remnants are not permitted.

7. Door locks may not be changed without prior written approval from the Owner. Keys to changed locks will be deposited with the Owner. A \$25.00 fee will be assessed for all lock changes requested while residing in the Premises. The after-hours lockout fee is \$25.00. Mailbox lock changes may be requested for a fee of \$10.00. The fee for the replacement of a suite key is \$15.

8. No alarm systems or lock/latch changes or additions or re-keying is permitted unless it is approved in writing by Management.

9. Student may not modify the ceilings, floors, walls, shelves, or closets in the Premises without written permission from Management.

10. Student may not trigger the overhead sprinkler system in their Premises (if applicable). A simple depression of the sprinkler head will result in a total draining of water from the system. Owner will not be responsible for any damages incurred from such situations. If the overhead sprinkler system in a Student's Premises is triggered in a non-emergency situation, a fine of \$250.00 will be assessed against Student and all damages will be charged back to Student.

11. No pets, with the exception of guide animals. If a pet is found in the Premises, the following shall apply to the violation of our pet policy.

FIRST: A written warning will be issued to Student specifying the complaint and a \$100.00 charge will be assessed against Student. The pet must be removed from the Facility immediately. Student will also be responsible for cleaning and/or replacing carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

SECOND: Upon a second violation, a \$200.00 charge will be assessed against Student, and Management may declare the Residential Agreement to be in default.

12. Student may not turn heat off when leaving the Premises, even for vacation. Unless Management instructs otherwise, Student must, for 24-hours a day during freezing weather, (a) keep the Premises heated to at least 50 degrees Fahrenheit, (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. Student is liable for damage to their property and other's property if the damage is a result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

13. After moving into the Premises, Student is responsible for replacing interior light bulbs (60-watt bulbs maximum).

#### **THE FOLLOWING ITEMS ARE PROHIBITED**

- a. Decals and stickers because of damage to painted walls, windows, and other surfaces.
- b. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
- c. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline,

acids and other dangerous chemicals.

- d. Firearms, fireworks, and dangerous weapons because of the potential danger to other students/Students. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nonchucks, switchblades, explosives and dangerous chemicals.
- e. Major appliances not provided by Management (such as washers, dryers, dishwashers, etc.) because of electrical and plumbing problems.
- f. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
- g. Live-cut Christmas trees because they constitute a fire hazard.
- h. Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in a Premises, the items will be confiscated and disciplinary action may be initiated.
- i. Motorcycles, motor scooters, mopeds, or other internal combustion engines can not be inside the building.
- j. Netting hung from the ceiling could become a burning trap and is prohibited. Halogen floor lamps are also not permitted. Consider safety when purchasing items for your suite.

## **LAVATORIES**

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Student and Student's guests only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes and other foreign substances shall not be thrown in any plumbing apparatus. Damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be paid for by Student.

## **COMMON AREAS**

1. Bicycles and other personal property may not be parked or left outside a Premises, except on bicycle racks that may provided by Management. Student may not chain or hang bicycles in Common Area breezeways.
2. For the safety of all Students, team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc., are not permitted to be played in the parking areas. The exception is basketball or volleyball in the designated area.
3. Use of the common areas of the Facility including, but not limited to, the Clubhouse/Leasing Center and fitness center, is for all Students and their limited guests (no more than one per Student). Students with guests using these facilities must accompany their guest(s) at all times. If a person using the facilities is 16 years of age or under, that person must be accompanied by a guardian or sponsor who is 19 years or older.

4. No furniture is to be removed from public areas and residential units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.

5. All trash and garbage will be placed in the trash compactor located in the Facility. Student agrees to cause trash and refuse to be deposited directly into such compactor and not left in the units or the common area, hallways, balconies or similar areas. Management reserves the right to impose a charge of \$10 per bag/refuse per day for violation of this provision as well as for littering by Student. Student agrees to place trash on inside of the compactor, not outside the compactor or in the surrounding area.

### **TELEPHONE SERVICES**

1. Use of local and long distance services if provided to the Suites are subject to the terms and conditions of the provider of said services. Additional or modified terms and conditions pertaining to such local and long-distance services may be imposed by such provider or Owner to Student from time to time, and shall be binding on Student.

### **NETWORK ACCESS POLICY**

If Applicable, as outlined in Section 3 herein, internet ("Internet") and network access (the "System") may be provided by service provider ("Provider") to the Facility by the University. All rules and regulations issued from time to time and at any time by the University with respect to internet and network access shall apply to Student's use thereof. Owner may, at its discretion, from time to time change the Provider and make changes to the System. As an integrated communications provider, Provider offers its subscribers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Provider and want Student to be informed of their rights and obligations -- and those of Provider and Owner -- in connection with Student's use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. The fundamental fact about the Internet is that no one -- neither Provider, Owner, Student nor anyone else - - owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Student and other users of the System obtain information through the Internet, they must keep in mind that neither Provider, nor Owner can monitor, verify, warrant or vouch for the accuracy and quality of the information that such users may acquire. For this reason, Student and such other users must exercise their best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because neither Provider nor Owner can monitor and censor the Internet, and will not generally attempt to do so, neither Provider nor Owner can accept any responsibility for injury to or damages suffered by Student or other users of the System that results from inaccurate, unsuitable or offensive Internet communications.

2. When Student and other users disseminate information through the Internet, they must keep in mind that neither Provider nor Owner reviews, edits, censors or takes responsibility for any information Student or such users may create. This places on Student and such users what will be, for most, an unfamiliar

responsibility. When Student and other users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over Provider's System and may reach a large number of people, including both subscribers and non-subscribers of Provider, Student and other users' postings to the Internet may affect other users and may harm Provider's or Owner's goodwill, business reputation and operations. For these reasons, Student and other users violate this Policy when they engage in any of the following activities. Such violation by Student constitutes a default by Student under this Residential Agreement.

Spamming -- Unsolicited, commercial mass e-mailing is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's subscribers.

Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve Owner and/or Provider in litigation and possible loss of reputation.

Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against Owner and/or Provider whose facilities were used to distribute the defamatory material.

Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

Other Activities, whether lawful or unlawful, that Provider and/or Owner determines, and so notifies Student, to be harmful to the System or to its or their respective subscribers, Students, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

3. The responsibility for avoiding the harmful activities described above rests primarily with Student. Neither Owner nor Provider will, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Provider or Owner becomes aware of harmful communications, however, it or they may take any of a variety of actions. Provider or Owner may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including Owner's exercising remedies for

Student's breach of the Residential Agreement.

4. Provider also is aware that many of the users of its System may be, themselves, providers of Internet services (Students are not such providers, and shall not provide Internet services through the System), and that information reaching the System from those users may have been originated by customers of those users or other third parties. Provider does not generally require its users who offer Internet services to monitor or censor transmissions created by customers of its users. At the same time, users who knowingly transmit materials that violate law or this Policy are, themselves, in violation of this Policy. Similarly, Provider expects that users who offer Internet services will cooperate with Provider in any corrective action that Provider deems necessary, in order to correct and prevent the transmission of material that is harmful to Provider or its users. Failure to cooperate with such corrective and preventive measures is a violation of this Policy.

5. Provider and Owner are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Provider and Owner urge Student and other users of the System to assume that all of their on-line communications are insecure.

6. Neither Provider nor Owner can take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. Provider and/or Owner may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, Provider and/or Owner may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, Provider and/or Owner may disclose information transmitted over the System where necessary to protect Provider, Owner and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.

7. Student acknowledges that the network provided through the System is a shared network. This means each user, including each Student, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, Student shall not: (i) attempt to degrade the performance of the System and shall not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, such as FTP, WWW, Napster and NNTP, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

8. Excessive data transfer may interfere with the experience of other users of the System. Student shall not disrupt, or interfere with the use by other subscribers of the System or with the services available through the System. Owner and Provider shall have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Owner and Provider may limit Student's bandwidth utilization from time to time, if Owner, in its sole discretion, determines such utilization is excessive.

9. Use of the System is at Student's sole risk, and neither Owner, Provider nor any of their respective affiliates shall be liable in connection with any usage of the System by Student or any third party. Neither Owner, Provider nor any of their respective affiliates represent or warrant that the System shall be

uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the Student network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.

10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.

11. Because the System is shared by many other users, Owner and Provider recommend Student's use of "Personal Firewall Software."

12. Without limitation to any other provision of this Residential Agreement, violations of this Policy by a Student may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.

13. Student hereby agrees to indemnify, protect and save harmless Provider, Owner and each of their affiliates, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from Student's violation of this Policy. Among other things, this means, that if Provider or Owner is sued because of activities of a Student that violate this Policy, any law or the portions of this Residential Agreement dealing with Student's use of the System, Student shall pay any damages awarded against Provider and/or Owner, plus costs and attorneys' fees.

14. Neither Provider nor Owner will be liable for any interruption, surge, or failure of the System or of any utilities or services provided to Student or any damage directly or indirectly caused by such interruption, surge or failure.

15. Owner may provide direct connections, or wireless connections, to Provider's and/or the University's network, where available, as chosen by Owner. Use of these services is subject to the terms and conditions of (i) Owner, (ii) Provider (including the Policy set forth above) and (iii) the terms and conditions governing the use of University-provided services, as applicable. In the event a Student is in default under any of the terms of the Residential Agreement (including, without limitation, the Policy), Owner and Provider each shall have the right to discontinue Student's connections to the System and/or University- provided services. If Provider re-connects to the System, and/or a University provided service, after disconnecting such Student from such service, Provider may, in its sole discretion, charge such Student a reconnection fee.

16. Should a Student desire to use alternative Internet or on-line services, Student shall have the right to do so, at Student's expense.

17. An anti-virus software package is required to be installed by each Student on his or her computer system at all times when accessing the Facility's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.

18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, each Student is responsible for ensuring that his or her operating system is up to date, with all security/critical update patches for Student's specific operating systems. Such patches are generally made available by the operating system

provider.

19. This Policy may be amended or supplemented from time to time by Provider and/or Owner. Such amendments or supplements shall be effective upon the transmission of written notice to Student as provided in the foregoing Residential Agreement, or, as Provider and/or Owner communicating such amendment or supplement over the Internet.

## **FIRE SAFETY**

1. In accordance with County fire code any other grills or hibachis are prohibited on patios or balconies. Student is responsible for any damage caused by improper use or violation of this rule and fines imposed by the County.

2. Student may not store or repair any gasoline or gas-fueled vehicle, motorcycle, moped, or other similar vehicle on any area of the Facility or Premises.

3. Student must not tamper with, interfere with, or damage any alarm equipment and/or installations.

4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Student is to vacate the premises immediately. Student will be instructed by officials when they will be allowed to return to their Premises. Students who do not vacate their Premises during a fire alarm are subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Residential Agreement. Periodically, Owner will test the smoke detectors in Premises (room) for proper operation and working batteries. Upon notification, Owner will replace batteries if needed. Tampering or altering smoke detectors will result in a \$100.00 fine, per smoke detector.

## **LOCK-OUTS**

Contact the Management/Leasing Office for after-hour lockouts and work-order related emergencies. After-hour lockout fee is \$25.00 if a service is offered. **Call 9-1-1 in case of fire and other life threatening situations.**

## **HEAVY ITEMS**

Student shall not place any unusually heavy objects on the floor, such as pool tables, waterbeds, spas, etc.

## **PARKING AND TOWING**

The following rules and regulations shall apply to all Students and all guests of Students' at the Facility. It is Student's responsibility to make sure all Student's guests understand these parking rules and regulations and that their vehicles may be towed at their expense if parked improperly. For the purpose of these parking rules and regulations, the term "Student" means Student and all Student's guests at the Facility.

1. Student shall not park any motor vehicle at the Facility without first registering with, and purchasing a parking permit from, Owner. Student is not entitled to a parking permit, and if Owner declines to issue a



parking permit to Student for any reason, then Student shall not park at the Facility. Owner may issue additional rules and regulations regarding parking at any time, which additional rules and regulations shall be binding on Student.

2. Student shall park only in designated areas. Student shall not block other cars or park in front of the trash dumpsters. Student shall not park on the grass, along curbs or sidewalks. If Student's vehicle is found in any of these prohibited places, Student's vehicle will be towed without warning and at Student's expense.

3. Any parking permit issued to Student by Owner must be placed on the lower left-hand corner of the front windshield of the registered vehicle. If the permit is placed anywhere else or is not visible, Student's vehicle is subject to being towed at Student's expense.

4. Student's parking permit must be displayed on his or her vehicle at all times. A \$25.00 charge shall be payable by Student for replacement of a lost permit.

5. Student's parking permit is only good on the vehicle Student has registered with Owner. If Student changes vehicles, or parks someone else's vehicle at the Facility without obtaining a permit for it from Owner, such vehicle is subject to being towed at Student's expense.

6. Student's vehicle must have current state registration and state inspection to be parked at the Facility.

7. Student shall not abandon any vehicle at the Facility.

8. Student shall not perform maintenance on or wash vehicles at the Facility.

9. Student acknowledges that parking space at the Facility, if any, may be inadequate at certain times such as when Student may be entertaining or on football or other sports or college activity weekends.

**Parking Garage Access** - You will have access to the Presby Hall parking facility only if you have paid for a parking space or if you have registered your bike with the front office. If you have a parking space, you will be issued a parking gate number. You should not enter or leave the building through the parking garage without a having a bike or car parked inside.

## **PARTY GUIDELINES**

1. All parties/gatherings of 8 or more guests must be registered with Management. Thus, such notices must be made in advance, in writing, specifically to the Resident Director and the appropriate Resident Assistant.

2. No guests may be outside a Student's Premises, loitering or socializing in the common area, at any given time.

3. All parties must be held in accordance with County Ordinances.

4. The following shall apply to complaints concerning Students' and their guest's violation of this rule:

1<sup>st</sup> complaint: A written warning will be issued and the party will be shut down; 2<sup>nd</sup> complaint: A \$100.00 fine will be assessed against Student and the party will be shut down. 3<sup>rd</sup> complaint: A \$200.00 fine will be assessed against Student and the party will be shut down. 4<sup>th</sup> complaint: A \$300.00 fine will be assessed against Student, the party will be shut down and Student will become subject to eviction.

## **MISCELLANEOUS**

1. Neither a Student nor any of that Student's guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as may constitute a nuisance or disturbs other Students. Accordingly, the following shall apply to complaints concerning a Student's or that Student's guest's violation of this rule:

1<sup>st</sup> complaint: A written warning will be issued; 2<sup>nd</sup> complaint: A \$50.00 fine will be assessed against Student; 3<sup>rd</sup> complaint: A \$100.00 fine will be assessed against Student; 4<sup>th</sup> complaint: A \$200.00 fine will be imposed and Management may, at our discretion, declare Student to be in violation of their Residential Agreement.

2. Neither Student nor Student's guests may use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other Students. This is especially important after 9:00 p.m.

3. Students may not bring guests into building without signing in after 11:00pm. Any Student in violation of this rule will be fined \$20.00/nonregistered guest.

4. Management has the right to limit the number of guests allowed per resident in the building at any time.

5. Any general noise disturbances, i.e. noise from parties, machinery, etc. should be reported to the Management/Leasing Center (during business hours) or the answering service (after hours). The answering service will contact the appropriate management personnel to handle the disturbance.

6. Management has the right to exclude guests or others who, in its sole judgment, have been violating the law, violating the Residential Agreement or any rules or policies of the Facility, or disturbing other Students, neighbors, visitors or our representatives. We may also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as a Student's guest.

7. Neither Student nor Student's guests will be allowed to engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Facility; possessing, selling or manufacturing illegal drugs or illegal drug paraphernalia; engaging in or threatening violence; possessing a weapon (unless authorized by law); discharging a firearm in the Facility; displaying a gun, knife or other weapon in the Facility in a threatening manner; Student conflict or harassment; soliciting business or contributions; operating a business or child care service within the Premises; tampering with utilities; or bringing hazardous materials into the Facility.

8. Solicitation and/or canvassing of any kind, without the prior consent of Owner, will not be permitted in the Premises or without Management/Leasing Center consent. Students are requested to notify Management/Leasing Center of any such activity.

9. Students shall not hang or erect anything on or about the exterior of the Premises (room) without the prior written consent of management. Students are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the maintenance staff if you have any questions. All interior and exterior doors of the Premises (room) shall remain free of stickers or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.

10. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person." Pledging activities are prohibited.

#### **SECURITY ACKNOWLEDGMENT AND RELEASE.**

**BY EXECUTION OF THE RESIDENTIAL AGREEMENT, I AGREE AS FOLLOWS:** Student's signature at the end of this document indicates that Student will, upon move in inspect the Premises and determine to Student's satisfaction that the smoke detectors, door and window locks and latches and other safety devices on the Premises are adequate and in good working order.

It is Student's responsibility to immediately read the instructions for any equipment within the Premises and contact the Owner with any questions. Under all circumstances, Student should assume that electronic and mechanical systems may malfunction and that persons responsible for them are fallible.

Students understand that Owner does not guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Management to continue to furnishing them. Management assumes no duties of security except to proceed with diligence to repair such systems after a Student has given Management written notice of their malfunction. Students must understand that any personnel or any mechanical or electronic devices that Management is providing cannot be relied upon by Students as being working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Accordingly, Student hereby release Owner and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, it being understood that none of such persons or entities are insurers of Student's safety or that of Student's property in the Facility. Remember to please call 911 first if trouble occurs or if potential crime is suspected.

**CONTROLLED ACCESS (if applicable)** Each Student will be issued an electronic card to be used with the Facility's access equipment. This card will become each Student's responsibility. Should Student lose the card or damage it in any way a \$50.00 replacement fee will be assessed for a replacement card.

**SERVICE REQUESTS** We offer a 24-hour response to emergency service requests. Call 911 in case of fire and other life or property threatening situations. Emergencies are considered any situation, which places

life or property in jeopardy and requires immediate attention. For after hours emergencies, call the Management/Leasing Center (the answering service will answer) and explain the situation. The Management/Leasing Center will contact the proper service personnel. For normal service requests, please call during normal Management/Leasing Center hours or place a work order online.

**TRANSFER INFORMATION** If a Student wants to transfer from one Bedroom to another, (i) the transfer must be approved by the Owner; and (ii) Student cannot be in violation of the Residential Agreement at the time of the transfer request. If the Owner approves the transfer, Student will need to sign a new Residential Agreement, complete applicable paperwork, and pay a transfer fee of \$350.00. Management will inspect the vacated Premises. It must be left in the condition it was in at the time of Student's initial occupancy (normal wear and tear excepted). After Management has inspected the Premises, any and all applicable charges for damages will become due and payable immediately.

**MODIFICATION OF RULES AND REGULATIONS**

**STUDENTS AND THEIR GUESTS WILL BE REQUIRED TO COMPLY WITH ALL OF THE REQUIREMENTS SET FORTH IN THESE COMMUNITY RULES. MANAGEMENT HAS THE RIGHT TO CHANGE THEM FROM TIME TO TIME AS IT, AND OWNER DEEM NECESSARY. ANY CHANGES TO THESE COMMUNITY RULES WILL BE EFFECTIVE AND A PART OF THE RESIDENTIAL AGREEMENT ONCE THEY HAVE BEEN DELIVERED TO STUDENT OR POSTED IN A PUBLIC AREA OF THE FACILITY USED FOR SUCH PURPOSES. STUDENT IS RESPONSIBLE FOR STUDENT'S GUEST'S COMPLIANCE WITH ALL COMMUNITY RULES.**

**BY SIGNING THESE RULES AND REGULATIONS, STUDENT CONFIRMS THAT STUDENT HAS READ THESE COMMUNITY RULES AND FULLY UNDERSTANDS THEM. THESE GUIDELINES ARE A PART OF STUDENT'S RESIDENTIAL AGREEMENT AND THEY APPLY TO STUDENT AND TO STUDENTS' GUESTS. STUDENT ALSO CONFIRMS THAT STUDENT UNDERSTANDS THAT IF THESE GUIDELINES ARE VIOLATED, STUDENT WILL BE IN VIOLATION OF THE RESIDENTIAL AGREEMENT.**

**STUDENT IS RESPONSIBLE FOR STUDENT'S OWN SECURITY AND FOR THE SECURITY OF STUDENT'S GUESTS.**

I hereby acknowledge receipt and agree to be bound by the terms and conditions contained herein.

Student: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: The McKinley Foundation at the University of Illinois, an Illinois not-for-profit corporation

By: \_\_\_\_\_

Its: Authorized Agent Date: \_\_\_\_\_