

amount equal to the sum of \$150.00 plus either (a) 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 (b) 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.

MAINTENANCE, ALTERATION AND REPAIRS.

If we fail to repair or remedy a condition that materially affects the physical health or safety of an ordinary tenant, you may have the right to terminate this Lease Contract and exercise other statutory remedies including those available under Property Code Section 92.056 and 92.0561 by following this procedure:

- a. all rent must be current and you must make a written request for repair or remedy of the condition, after which we will have a reasonable time for repair or remedy;
- b. if we fail to do so, you must make a second written request* for the repair or remedy (to make sure that there has been no miscommunication between us) – after which we will have a reasonable time for the repair or remedy (*Instead of giving the two written requests, you may give us one request by certified mail, return receipt requested, or by registered mail, after which we will have a reasonable time to repair or remedy; and
- c. if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice and exercise other statutory remedies.

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 Century Campus Housing Management, L.P., dba Campus Living Villages, Attention: General Manager, 6960 North Loop 1604 West, San Antonio, Texas 78249 with a copy to Century Campus Housing Management, L.P., 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attn: General Counsel.

PARKING RULES AND REGULATIONS. There are no guest parking areas provided at Chisholm Hall.

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

TRANSFER FEE. If you request to be relocated or if you do so without our prior written consent in violation of the Lease), then you shall pay to us a Transfer Fee in the amount of \$100.00. In no event shall we be obligated to relocate you at your request. If you occupy a bedspace to which you are not assigned without our prior written consent, you will be charged \$150.00.

2018-2019 Sample Lease Contract

CHISHOLM HALL

Community Policies

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

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

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

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

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

SAFETY

- S1. SECURITY** - It is not possible for any residence hall operator to assure "security." For the convenience of our Residents, many benefits such as closed circuit monitoring and card access are provided. The University of Texas at San Antonio Police provides police services in the residence hall. Management supports the Neighbors on Watch and Crime Stoppers programs. We believe the effectiveness of neighbors looking out for each other's interests has been demonstrated. We encourage Residents to get to know their neighbors. Resident agrees to promptly report to the University Police and the Chisholm Office any incident of theft, vandalism or unsafe condition, and whenever possible, furnish a detailed description of the offender, time and day, make and color of car, license plate number, etc. Please call the Campus Police at 210-458-4242, to report any criminal activity (www.utsa.edu/utsapd/) or to report solicitors or other trespassers on the property. Management will support your vigilance, and where applicable, will prosecute acts of vandalism, trespassing and theft.
- S2. KEYS** - Keys are the property of Chisholm Hall and must be returned at the termination of your lease. Charges of \$50.00 per key will be assessed for each key that is not returned, broken, lost, or for keys needing replacement during the term of Resident's occupancy. Any duplication of University or Chisholm Hall keys is strictly prohibited and can result in disciplinary/judicial action.

ROOM KEY PROCEDURES

1. It is responsibility of the resident to secure his/her room key and access card and not loan these items to anyone.
2. If inadvertently locked out of his/her room, the resident may seek assistance at the Chisholm Hall Housing Office (when office is open), Monday through Friday from 8:00 a.m. to 5:00 p.m. After hours and on weekends residents may call the on-duty staff member to gain assistance (210-389-7220). The resident is entitled to three courtesy lockouts during normal business hours; a \$25.00 charge will be assessed for each subsequent lockout and all lockouts occurring outside of normal business hours, weekends and holidays.

ACCESS CARD USAGE

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

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

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

CHECK-IN/CHECK-OUT PROCEDURES

- P1. CHECK-IN PROCEDURES** - All residents **MUST** check in to the residence hall in the following manner:
- Report to the Chisholm Office or designated area.
 - Pay all required fees as described in the "Residence Hall Rate and Payment Schedule."
 - Within 48 hours of moving in, complete an inventory of room and furnishings. Return the completed inventory form to the Chisholm Hall Housing Office.
- P2. CHECK-OUT PROCEDURES**
- Arrange an appointment with the appropriate staff member to complete final inventory of room and furnishings and to complete appropriate checkout forms. Personal belongings must be removed from the room before the Resident Assistant can complete the required inventory. Appointments should be made at least 48 hours in advance.
 - Complete final inventory of room and furnishings. Upon completion, return room key to Chisholm Office and sign required checkout forms.
 - Express checkout – resident should pick up an express checkout envelope from the housing office and return the completed envelope, including keys, to the housing office or night drop box.

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

- Failure of student to sign the Unit Condition Report (UCR).
- Failure of student to vacate the hall by closing time.
- Failure of student to check out with a staff member.
- Failure of student to clear belongings into newly assigned room (during hall/room change periods).

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

COMMUNITY LIVING

- L1. FIREARMS/WEAPONS** - Firearms and weapons are not permitted on the property. You and your guests must comply with all federal, state, local and University laws and regulations pertaining to all weapons including but not limited to: ammunition, fireworks, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, paintball guns and any replica weapons. All persons on the property are required to abide by the university's policies regarding the concealed carry of weapons.
- L2. ALCOHOL** - Chisholm Hall is an alcohol free facility. Chisholm Hall supports full compliance with local, state and federal laws, and with the rules and regulations of the University. Persons of any age, including guests or family members, may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. Beer bongos, trashcan punch, party balls, alcohol soaked fruit, etc., and any other items related to excessive alcohol consumption are prohibited. In addition, alcohol drinking games (beer pong, etc.) will not be permitted. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable. Guests that violate the regulation may be asked to leave Chisholm Hall.
- L3. DRUGS, DRUG PARAPHERNALIA AND ILLEGAL SUBSTANCES** - The use, manufacturing, possession and/or distribution of drugs, drug paraphernalia and/or illegal substances is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies.
- L4. VERBAL AND/OR PHYSICAL ABUSE** - Residents and guests are to treat all neighbors, apartment mates, visitors, Chisholm Hall staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to 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 Chisholm Hall staff and University officials. This includes requests to produce valid identification.
- L6. NOISE** - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. Quiet hours are set for 11:00 p.m. to 8:00 a.m. daily. Housing staff reserves the right to alter quiet hours as required. High volume sounds from home and car stereos, televisions, musical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos. Beginning the last day of classes and until the end of finals, 24 hour quiet hours will be in effect to help with the successful completion of these exams.
- L7. FIRE SAFETY** - The greatest threat to any community is that of a fire. Fire can produce deadly smoke, heat and toxins. Therefore, it is imperative that you take all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed a smoke detector in every room.
- A. SMOKE DETECTORS AND FIRE ALARMS** - Prior to the start of your Lease, and on an ongoing monthly basis, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a \$100.00 fine. Fire alarms set off due to the negligence of you or your guests will result in a fine ranging from \$100.00 to \$500.00. Examples of setting off fire alarm include, but are not limited to, cooking in your room, playing with matches, lighters or other fire making devices, and tampering with the fire equipment in the building. If fire alarms are tampered with, then you may be subject to eviction.
- B. FIRE EXTINGUISHERS** - Fire extinguishers are inspected regularly and re-certified by a fire safety company annually. Should it become necessary for you to discharge a fire extinguisher you must notify the Housing Office, once the danger has passed, so that we can inspect the room for damages and replace the fire extinguisher. Should we discover that either a fire extinguisher has been discharged or you have had a fire and you did not report the event to the Housing Office each resident of the apartment will be fined \$250.00 for endangering the safety of others.

- C. **LIGHTING SOURCES & OPEN FLAMES** - You may not use halogen lamps, candles, incense or any open flame in your room. No candle type products are permitted such as but not limited to any wax and hot plate items, candles with removed wicks, etc. If the power goes out, use flashlights only. Do not store flammable liquids in or around your room.
- D. **GENERATING FALSE ALARMS** - Activation of the alarm system when no fire emergency exists is a FELONY. Those caught generating a False Alarm will be removed from on-campus housing, prosecuted to the full extent of the law, and, through the University judicial process, face the loss of student status.
- L8. COMMON AREAS** - The common areas are for the intended use of Chisholm residents and their accompanied guests. Residents are expected to use decorum, common sense and consideration for others when using these facilities. Use is considered a privilege and can be withdrawn for abuse. No loud noise or music is permitted in the Activity Center or other common areas. All residents and guests are required to follow the posted rules and regulations. Guests should not be left unattended.
- L9. SMOKING PROHIBITED** - Smoking is strictly prohibited within the confines of the apartment complex. You will be assessed a \$100 fine each time you are found in violation of this policy, in addition to any cleaning or damage costs associated with smoking in the apartment. Evidence of smoking may include, but is not limited to, ashes, odor, cigarette butts, smoke, and paraphernalia. Students caught smoking may face disciplinary sanctions and through the University judicial process, face the loss of student status.
- L10. NUMBER OF OCCUPANTS** - The maximum number of individuals occupying a room shall be no more than two persons in a double room and one person in a single room.
- L11. VANDALISM** - Residents may be required to share the expense of repairing or replacing property in common areas (such as hallways, studies, lounges or lobbies) when such repairs are determined to be above and beyond normal wear and tear.
- L12. GUESTS** - Residents are responsible for their guests' compliance with all Community Policies and parking policies. Any time a guest is in the building, he/she must be escorted by a resident. Guests that remain after 2:00 a.m. will be considered an overnight guest. All guests staying for 48 hours must be registered in the office. Overnight guests are allowed a maximum of two nights per week. Guests must be in the presence of the resident at all times. Guests should never be given apartment keys or access cards. Allowing someone access to the building or room is a policy violation. Excessive amounts of stays by guests may result in suspension of guest privileges. Residents are responsible for behavior of their guests and that behavior should never infringe on the rights of roommates. Guests staying more than 48 hours without our permission shall be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease.
- L13. ROOMS** - Doors and doorways must be free of obstructions. Do not place objects in, near or around doors that will impede its standard operation. This includes towels, electrical extension cords, bricks, blocks, weather stripping, etc.
- L14. ROOMMATE AND NEIGHBOR COUNSELING** - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process.
- The complaining resident discusses the problem with our staff. Staff will give tips on how to talk with the roommate/neighbor; the complaining resident will address the concern directly with the roommate/neighbor.
 - Our staff will follow-up with the complaining residents. If the problem remains, a resolution meeting is held among roommates, neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise. Our staff will follow-up and revise the roommate/neighbor contract if needed.
 - Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in room assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- L15. TRANSFERS** - You may move from one room to another only if you have our approval. You may be required to pay a transfer fee of \$75.00. If you move to another room without our prior approval, you may be sanctioned and/or have to pay a \$150.00 fine. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action. The following conditions apply:
- No transfer requests are granted before the 10th day of classes.
 - All room transfers must be approved by the Residence Life Coordinator and will be considered on a space available basis.
 - Room transfers will be made only if all pertinent parties involved agree to the transfer and all pertinent parties have met with the Residence Life Coordinator or designee.
 - Once a room transfer has been approved and a new key issued; you have 24 hours to complete the transfer process and surrender keys to previous room.
- L16. SATELLITE TELEVISION DISHES** - You may not install a satellite television dish.
- L17. CHRONIC MISBEHAVIOR** - If a resident establishes an unacceptable pattern of misconduct or is frequently found to be in non-compliance with these Community Policies or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.
- L18. FULL FAITH AND CREDIT** - As a student living on campus you are responsible for your conduct and activities including those of your guests, in all campus housing facilities. If you violate State Law, the University Code of Conduct, or the Community Policies of any housing facility, you will be held responsible for the violation in the facility of your residence as if the violation took place in your facility of residence. Violations and sanctions are shared with appropriate campus housing officials, Residence Life, Judicial Affairs and Police Department personnel; disciplinary sanctions up to and including eviction may be imposed and, through the University judicial process, face the loss of student status.
- L19. BARBECUE GRILLS** - The city fire code prohibits the use of barbecue grills within 10 feet of a residential building, this includes patios and balconies. After you use the community grills, please put out burning charcoal. After charcoals are no longer hot, dispose of charcoals safely and properly. Please leave the equipment, grills, and area clean for the next person. Personal charcoal grills, gas grills, or the like are not permitted in Chisholm Hall.
- L20. APPLIANCES** - Each electrical appliance should display the Underwriters Laboratory (UL) approval designation. At no time are appliances with an exposed heating element allowed. Residents are responsible for keeping appliances turned off when not in use. Microwave ovens more than 750 watts are prohibited. Hot plates, toaster ovens, toasters, open-faced electrical or heating appliances with exposed heating elements are not permitted for use in the residence hall room.
- L21. BACTERIAL MENINGITIS** - In accordance with Texas HB 4189, UTSA requires all new and transferring students to receive the meningitis vaccine; or sign a waiver indicating their knowledge of the risks of bacterial meningitis and their refusal to be vaccinated. This requirement must be met 10 days prior to a student's move-in date; otherwise they will not be allowed into on-campus housing, or given access to their unit. A student is not required to comply with the meningitis vaccination requirement if an affidavit or a certificate is presented stating that the vaccination would be injurious to the health and well-being of the student; or stating that the vaccination has been declined for reasons of conscience. To receive a copy of the affidavit form, please visit: <https://webds.dshs.state.tx.us/immco/affidavit.shtm>.

Applicants not attending UTSA must meet the meningitis vaccination requirement as well. Prior to moving in, the applicant must provide documentation to Chisholm Hall which demonstrates the vaccine was administered at least 10 days before the move-in date.

- L22. PARKING RULES AND REGULATIONS** - All PARKING RULES, REGULATIONS AND ENFORCEMENT, including those delineated here, are handled by UTSA Business Auxiliary Services Parking Division and any questions should be directed to the office at 210-458-PARK. All resident vehicles, including motorcycles, which you operate on the campus, must be registered with UTSA Business Auxiliary Services Parking Division. The appropriate University residential permit for the community you reside in must be purchased from UTSA Business Auxiliary Services Parking Division. **Once checked in with Housing, please log onto your ASAP account to purchase the appropriate permit and print a temporary permit to avoid parking citations.**

All visiting vehicles - all housing visitor vehicles must display a valid Visitor Parking Permit at all times and park where that permit allows. Visitor Permits are available from UTSA Business Auxiliary Services Parking Division Office located in the MS Building 1.01.52. Your guests are not permitted to park in the Chisholm Hall Visitor Parking Spaces.

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

BICYCLES - Ride bicycles on the streets only. Do not chain/lock bicycles to trees, fences, staircases, or outside your first floor balcony railing. If you keep a bicycle on the property, you do so at your sole risk of loss or damage. Bicycles stored improperly may be removed and discarded without notice and in accordance with Local Laws.

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

- L23. OVERFLOW HOUSING** - Along with the outstanding growth of UTSA, comes the increased demand for on-campus housing. Chisholm Hall strives to accommodate all students interested in living in our facility, so that no available bed space is left unoccupied. In order to achieve maximum occupancy, additional lease contracts are accepted above maximum occupancy in order to accommodate any late cancellations and no-shows.

Overflow housing residents are provided with temporary, off-campus housing accommodations, until they are assigned to an on-campus unit. By accepting overflow housing, the resident agrees to make all scheduled housing payments as outlined in the lease contract, and to accept the first available on-campus assignment offered.

Overflow housing residents are officially **on-campus residents**, and subject to all University rules, regulations, policies and procedures, as well as all on-campus housing policies. An overflow housing resident is subject to all terms and conditions of the lease contract.

- L24. HOVERBOARDS** - The use, possession or storage of hoverboards or similar electronic self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

OFFICE & MAINTENANCE SERVICES

- M1. OFFICE HOURS AND SERVICE PROCEDURES** - Actual business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, call the afterhours on-call staff member for assistance at the number posted at the office entrance. Security problems, power failure, fire, loss of heat if the outside temperature is below 40°F, loss of A/C when temperature is greater than 90°F and rising water are considered emergencies. Fires and rising water due to weather conditions are emergencies for which you should contact UTSA Police Department at 210-458-4911. Water leaks and equipment malfunctions should be reported promptly to insure minimum inconvenience and property damage.
- M2. PAYMENTS MADE THROUGH THE UTSA FISCAL SERVICES OFFICES** - If you make any payment of rent or fees for Chisholm Hall and Chase Bank Trustee at the UTSA Fiscal Services Office (Bursar's Office), you must present the original (white) copy of the Bursar's receipt within 48 hours of payment. You must deliver the Bursar receipt to our office without demand in accordance with the lease contract.
- M3. EMAIL** - This is the primary form of communication from Chisholm Hall.
- M4. MAINTENANCE MANAGEMENT SYSTEM** We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager or through the online portal and immediately call the Resident Assistant that is on-call. For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. A written work order must be issued from the office for all service requests except in emergencies. Verbal requests are not permitted. Your cooperation with this policy will help us provide you better service. In the event you ever fail to receive service within forty-eight (48) hours, after submitting a second written request to the General Manager, please address a letter to Campus Living Villages, to the attention of Assistant Vice President of Operations, Chisholm Hall, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871-5100. Emergency maintenance such as, power failures, 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 may be reported by calling the on duty staff member. Please report water leaks and equipment malfunctions promptly to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.
- M5. CARPET AND TILE FLOOR CARE** - Please eliminate damage and preserve the appearance of your carpet or tile by sweeping/mopping and vacuuming frequently (at least weekly). Please call the Chisholm Office immediately for special instructions and assistance in handling stains, marks, and scuffs or damaged areas.

COMMUNITY CLEANLINESS

- C1. ROOM CLEANLINESS** - Resident agrees to maintain room in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for the residents of the room and/or their neighbors.
- Resident agrees if Owner must clean room to assure sanitary conditions, all charges for expenses incurred will be reimbursed to Owner.
 - If one Resident of a shared room vacates, the vacating Resident and the remaining Resident must satisfactorily clean the room. Failure to do so will result in a minimum \$25.00 cleaning charge assessed between the Resident who is vacating and the remaining Resident.
 - Your room must be reasonably clean at all times. If your room is not cleaned to the housing staff's approval within 24 hours of notification of an unclean room, then you will be assessed a \$25.00 fine.
 - The maintenance, professional, and student staff will conduct health and safety compliance inspections each semester. Inspections will be announced to residents at least 48 hours prior to inspection. Staff will be looking for possible leaks, checking HVAC units, apartment cleanliness,

possible fire safety hazards, and any other community policy and student conduct violations. If candles, incense, or their implements are found, used or unused, they will be confiscated and disposed of immediately and a \$100.00 fine will be assessed. These items are forbidden because of the extreme fire danger they cause. Students caught with these items will face disciplinary sanctions. For most health and safety violations the resident will be given 48 hours to correct any violations before facing further disciplinary actions; however, more serious violations must be addressed right away.

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

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

AMENITIES

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

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

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

A4. NETWORK ACCEPTABLE USE POLICY

As a condition of your continued access to Wi-Fi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

Prohibited Uses

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.
- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy.
- Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy, or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

Reporting Violations and Other Terms

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 6960 North Loop 1604 West, San Antonio, TX 78249 Attention: General Manager and 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel.

To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.

A5. SWIMMING POOL - The following rules shall apply to all residents and their guests.

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcoholic beverages may be excluded from the pool area.
13. No diving is permitted.
14. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

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

2018-2019 Sample Lease Contract

CHISHOLM HALL

BED BUG ADDENDUM

This Bed Bug Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. **Purpose.** It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. **Inspection.** You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.
3. **Representations.** We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. **Access for Bed Bug Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. **Duty to Report.** You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. **Cooperation & Responsibilities.** Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. **Indemnification.** Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. **Default.** Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. **Severability, Waiver and Survival.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

You hereby acknowledge and agree that your representations in this Addendum are true and correct and that we are relying on the representations made to us herein.

The terms of this Addendum are agreed to and accepted by:

RESIDENT:

Signature: _____

Name Printed: _____

Date: _____

OWNER:

Signature: _____

Name Printed: _____

Date: _____

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