

- 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 6685 UTSA Blvd, 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.

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UNIVERSITY OAKS

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.

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