

UNIVERSITY PINES

Community Policies

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

You must follow the **STUDENT CODE OF CONDUCT** of the University (www.uttyler.edu/ohr/hop/hopseries500.php). *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 Tyler 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.*

SAFETY

S1. SECURITY - It is not possible for any apartment owner or manager to ensure "security" or "safety." For your convenience, many features, such as six-foot perimeter fencing, deadbolt locks, and limited access gates are provided. The University Police Department provides police services in the Project from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the University Police at 566-7300 or 911 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

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

- A. Immediately report lost or stolen cards or fobs to us. Your number can then be programmed out of the computer to prevent unauthorized use of the card or fob. Lost, stolen or damaged cards or fobs will be replaced for a \$30.00 charge. This charge offsets the cost of the card or fob and the cost of reprogramming the computer.
- B. Your right to use the access card or fob ends when your lease ends or is terminated. You must return all cards and fobs at that time. If you fail to return the access card and fob when your lease ends or is terminated, you will be charged \$30.00.
- C. Do not let other people use your card or fob. Do not duplicate any keys.
- D. Mere possession of a card or fob does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

To avoid damage to your vehicle and to the vehicle access gates, pass through the gates carefully. Do not follow or tailgate other cars. We will not pay and are not responsible for damage to your car. You may be sanctioned, incur a fee, and/or charged for the repair costs of any damage to gates caused by vehicles driven by you or your guests. People who vandalize the gates will incur a fee, be required to pay the costs of repairs, and may face disciplinary action and/or criminal prosecution.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you are inside.
- Use deadbolt locks on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. *Do not open the door if you have any doubts.*
- Do not put your name, address or phone number on your key ring.
- If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
- Dial 903-566-7300 for UPD or Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire and EMS. If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Immediately report the following to us in writing, dated and signed, via email at info@universitypinesutt.com and by calling 903-316-5379:
 - Any need of repairs of locks, latches, doors, windows and smoke detectors
 - Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you are gone. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch and sliding door security bar.
- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Do not give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you will be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.
- Do not leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Do not stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

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

COMMUNITY LIVING

L1. FIREARMS / WEAPONS – Subject to applicable law, Resident must comply with any University policy related to firearms and other weapons.

L2. ALCOHOL - The university is zoned as a restricted area for alcohol possession. Regardless of age of residents, all use of alcohol is banned on University Pines property inside and outside of apartments. Empty alcohol containers or signage promoting alcohol brands or usage may not be kept in or around the dwelling, patio, common area or private living areas. Any violation of this policy could result in university sanctions including up to removal from university housing.

L3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies. This includes possession of any drug paraphernalia, including, but not limited to hookahs, electronic cigarettes, and vaporizers.

L4. HARASSMENT / VERBAL AND/OR PHYSICAL ABUSE – Interfering with property operation or property sponsored activities, or endangering, threatening, causing harm to any person, causing reasonable apprehension of such harm, and/or engaging in harassment of discriminatory activities is strictly prohibited. Residents and guests are to treat all neighbors, apartment mates, visitors, University Pines 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. Language that threatens, intimidates, or injures another person is not allowed. 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 University Pines staff and University officials. This includes requests to produce valid identification.

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

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

L8. SMOKE DETECTORS – 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 \$500 fee.

L9. COMMON AREAS - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, pool area, or other common areas. You and your guests are required to follow the posted rules and regulations.

L10. TOBACCO PROHIBITED – TOBACCO USE IS PROHIBITED IN ALL AREAS OF THE FACILITY INCLUDING APARTMENTS, PATIOS, BREEZEWAYS, PARKING LOTS AND COMMON AREA AMMENITIES. THIS INCLUDES E-CIGARETTES, VAPORIZERS OR ANY OTHER DEVICE USED TO CONSUME TOBACCO.

L11. NUMBER OF OCCUPANTS - Other than co-residents or authorized occupants, no one else may occupy the Premises. Persons not listed in the Lease may not stay in the Premises for more than two (2) consecutive days without our prior written consent, and no more than twice that many days in any one month.

L12. VISITORS - Residents must accompany all visitors at all times while on property. Each resident is allowed to have no more than two guests at one time. You are responsible for your guests' compliance with all of these Community Policies and parking regulations. **Overnight guests are allowed only with the approval of all roommates.** Guests who stay after 12:00 AM will be considered overnight guests. All guests staying up to 72 hours must be registered in our office. No guests are permitted to stay for more than 72 continuous hours. The total number of nights from ALL guests combined may not exceed nine (9) nights in any given semester. Guests staying more than 72 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. MINOR CHILDREN - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.

L14. APARTMENT UNITS – We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fees and costs.

- A. We do not allow hot plates in your Apartment.
- B. We do not allow multiple-outlet, "octopus," plugs in your Apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- C. You may not use halogen lamps, candles, incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.

- D. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building. Holiday lights may be hung during the Halloween, Christmas and New Year's holiday season. Notices will be distributed prior to each season to inform residents of decorating dates. All decorations must be removed within one week after the date of the holiday.
- E. All decorations should be temporary in nature to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, or any other method that will not damage painted wall surfaces. No wallpapering or painting is permitted in your Apartment. Only screws affixed near window areas for curtain rod hanging are allowed. Screws are not allowed in any other areas.
- F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads. Damage to these may result in flood damage for which you will be responsible.
- I. Aluminum foil may not be placed in windows as insulation or decoration.

L15. SATELLITE TELEVISION DISHES – You may not install a satellite television dish without our written approval. Please contact our office to find out what you must do to obtain our approval.

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

- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$100.00 transfer fee to change apartments. Transfers are granted based upon availability.

L17. RESIDENT DISCIPLINE – Although eviction through a civil court is always a possible remedy for any violation of the lease and its addendum, we reserve the right, at our election, to use an educational discipline process. It is our hope that this system promotes and encourages self-discipline, and that it will guarantee fundamental fairness to each resident. Involvement with certain violations may result in a monetary amount being assessed and may be outlined elsewhere in this lease. It is impossible to predict all possible situations in which money may be the recourse; therefore, they cannot all be listed specifically in this document. These violations are not punitive in nature but are assessed to cover costs associated with labor and repair. Most violations will result in educational sanctions such as community service and probation. If elected by us, the discipline process is as follows:

- A. Notification of possible violation and hearing with the appropriate staff member
- B. Notification of sanction
- C. Right to appeal

A letter requesting an appeal and outlining the reasons for the appeal must be filed with the Managing Director within three (3) business days from the date of the sanction. The Managing Director will review the appeal and make a final decision. This decision may be appealed to a designated representative of the University. A copy of that appeal must be forwarded to both the University representative and the Managing Director within three (3) business days after the Managing Director's decision.

L18. LOCK-OUTS – You will be permitted two lock-outs (front-door, gate access or mailbox entry) without charge. You may be charged \$10 for each additional time we must assist you with access to your apartment.

L19. IMPLIED CONSENT – All students in a room/area will be held responsible for their behavior/objects in that room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation. If a resident is experiencing problems with roommate(s)' behavior, the resident should alert a staff member of the problem.

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

L21. 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

01. OFFICE HOURS AND SERVICE PROCEDURES – Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. A staff member is available after hours. To contact an afterhours staff member, dial the RA cell phone number, (903) 316-5379. A letter slot is available for messages and after-hours rental payments.

02. MAINTENANCE MANAGEMENT SYSTEM – We take pride in providing you a well-maintained apartment home. We demand high standards of service from our suppliers, subcontractors, and service personnel. **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 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 our office for all service requests.** Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Campus Living Villages, to the attention of Vice President of Operations, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871.5100. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.

03. CARPET CARE – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly).

04. EXTERMINATION – We treat all apartments for pests regularly. Residents may not refuse extermination unless a written medical doctor's excuse is on file with the office.

COMMUNITY CLEANLINESS

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

- A. If we must clean your apartment to ensure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, cleaning charges will be assessed to all roommates of the apartment.

C2. TRASH – Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put your trash in the trashcans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$100.00 per bag service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters).

C3. PATIOS & BALCONIES – Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to boxes, tires, recyclables, and broken furniture. No apartment furniture is allowed. Violation of this policy will result in a minimum \$30.00 fine assessed to the residents of the apartment.

AMENITIES

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

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

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

A4. PARKING AREAS & PERMITS - All vehicles that you operate on the property must be registered at the University Police Department. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. All vehicles that have not been properly registered may be towed at the owner's expense if the vehicle is not located in a designated visitor's space. You may not maintain, repair or wash vehicles on the property. Inoperable vehicles will be towed with written notice at your expense. You may have one vehicle registered in your or your parent's name parked on-site at any time. Entry through the exit gates will result in a \$100.00 fee.

All vehicles must be registered with the office and have current registration and inspection tags. Inoperable vehicles are not permitted and are subject to fees and/or towing where deemed appropriate by management.

Residents that wish to enroll in the Premium Parking program must pay \$15/month for their privileged parking space.

Residents that do not purchase Premium Parking must park in regularly white outlined parking spaces, visitors lot, or the overflow lot as deemed by the university – any car illegally parked in a yellow premium parking space will be charged \$100 and, for the first two violations, given 4 hours' notice from the office to move their vehicle before it is towed. On the third violation, the Resident will be charged \$100 and the vehicle will be towed immediately. All towing is at the vehicle owner's expense. If Village staff cannot identify vehicle's owner, vehicles parked in reserved spaces will be towed immediately, including but not limited to visitors' vehicles.

All visitors must park in the visitor's lot. Residents are responsible for their guests at all times.

Visitor vehicles that are not parked in the visitor's lot will be ticketed. Orange University Pines tickets serve as a warning. Two warnings are given before the vehicle is towed at the owner's expense.

MOTORCYCLES – Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at the University Police Department. We may not allow you to use these types of vehicles on the property. However, if we do so allow, the vehicle must be parked in parking space.

BICYCLES – Ride bicycles on the streets only. Do not chain bicycles to trees or fences. All bicycles must be stored either in the unit or on a patio or balcony area or may be chained to the lower level of the stairwell and must not impede the evacuation of other residents in the event of an emergency. If you keep a bicycle on the property, you do so at your sole risk of loss or damage. Any bicycles left on property after move-out will be disposed of by Village staff.

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

1. Commercial swim wear must be worn at all times.
2. A public telephone is available for emergencies.
3. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
4. Nudity is not allowed.
5. Please follow posted policies and hours of operation.
6. Running, horseplay, or loud noise is not allowed.
7. Glass containers are not permitted.
8. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
9. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
10. 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.
11. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
12. No person who has a communicable disease may use the pool.
13. 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.
14. No diving is permitted.
15. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

Operating hours of the pool are Sunday through Thursday from 9:00 a.m. to 10:00 p.m. and Friday through Saturday from 9:00 a.m. through 12:00 midnight.

A6. 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, fees, 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, fees, 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 3333 Varsity Drive, Tyler, TX 75701, 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.

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