



# Resident Handbook

**UP RULES – VERSION 1.0**  
**UNIVERSITY PARTNERS (UP) RESIDENT HANDBOOK**

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## **UNIVERSITY PARTNERS RULES – VERSION 1.0**

### **UNIVERSITY PARTNERS (UP) RESIDENT HANDBOOK**

#### **WELCOME**

Welcome to your community! We are pleased that you have chosen to make your home with us and we are excited about having you as a resident. Our goal is to provide exceptional service to our residents. We treat all residents with respect, enthusiasm and a positive attitude in every encounter.

The policies and guidelines contained in this Handbook are attached to and made a part of your University Partners Apartment Lease Contract (the "Lease"). As such, you should read this Handbook carefully as you agree to be bound by these policies when you sign the Lease. You are also responsible for your guest's compliance with all policies and guidelines. Violations of rules contained in this Handbook may be subject to fines leading up to eviction. We have a right to change this Handbook from time to time as we deem necessary. Any changes to this Handbook will be effective and a part of the Lease once they have been delivered to you or posted in a public area of the community used for such purposes.

The terms "you" and "your" refer to all residents listed on the Lease. The terms "we", "us", and "our" refer to Management/Owner listed on the Lease. All terms in this Handbook shall have the same meaning as in the Lease.

Everyone in a community has the responsibility to maintain the safety and well-being of the community, to maintain the condition of the facility, and to take initiative and action if there is a violation of community standards. Your presence during any violation of the community's standards or policies ultimately condones, supports and/or encourages violation(s). You are responsible for choices you make. If you witness a crime, please call 911 immediately, and then contact the management office.

We strongly encourage you to purchase Renter's Insurance to protect yourself against loss to your personal property, as well as any damages to property in the community caused by your failure to comply with the policies and guidelines of your Lease and this Handbook.

Our vision is that individuals accept ownership of and take responsibility for resolving conflicts and problems in their community. In the event that a conflict arises that you have not been able to resolve, please do not hesitate to contact us.

## **I. THE LEASE**

### **Occupancy Standards**

The number of occupants is limited according to the terms of the Lease and/or the Lease Application or as contained in the Statement of Rental Policy as posted in the leasing office of the community. You are required to comply with these limitations.

### **A. Rent Payment**

Payments are due on the first day of the month. You can pay the rent at the management office or take advantage of one of our online options.

#### **1. Late Payment and Returned Checks**

If your rent payment is received (if mailed, postmark date is not considered) after the date specified on the Lease, you will be charged late charges as stated in the Lease.

A returned check fee, plus applicable late charges will be assessed on all checks returned by a bank for any reason. Non-Sufficient funds checks will not be re-deposited. Returned checks must be redeemed by money order or cashiers check within 48 hours of notification. Late charges will be charged from the first late day.

After two returned checks, we will no longer accept checks, electronic checks or ACH payments for your rent payment or any other charges owed.

It is your responsibility to ensure that all rent payments and other charges are paid on a timely basis. All monies received from you will first be applied to any outstanding debts such as delinquent rent, late fees, NSF's, utilities, charges for damage repair, etc. Any remaining monies will then be applied to the current month's rent. If any amounts are deducted to cover a balance, your current month's rent will not be considered paid in full and late fees will be assessed.

### **B. Relet Policy**

The Lease does not allow you to cancel the Lease early. There are two ways you can Relet your apartment provided you are not in default under the Lease.

**Assisted Relet.** If you need our assistance in locating a new resident to take over the Lease, you can complete a Relet and Release Acknowledgement form and pay a reletting fee equal to 85% of one month's rent. As stated in Section 11 of the Lease, the reletting charge is an agreed-to, liquidated amount, covering only part of our damages - that is, our time, effort, and expense in finding and processing a replacement. Relets are not necessarily given first priority.

**Unassisted Relet.** If you have someone willing to take over your bed space, you can complete a Relet and Release Acknowledgement form and pay the relet fee set forth in your lease.

In either case, the new resident and new guarantor will need to be approved by University Partners. After the new resident and new guarantor has been approved, the new resident will sign a new lease and the new resident's guarantor will sign the Guaranty Agreement. Though the apartment may have been prepared before the new resident's arrival, the new resident must inspect the apartment, note all damages on the move-in condition form and accept the apartment. The new resident will pay the security deposit, application fee, pro-rated rent, and all other applicable fees and deposits. Once these conditions have been met, the effective date of the transfer will be the date the new resident moves in ("Effective Date"). You will be refunded your security deposit, less any deductions for damages, cleaning or other charges associated with the Lease (but not from liabilities or damages to the apartment arising prior to the effective date of the transfer). You and your guarantor will remain financially liable for all charges incurred until the Lease end date and will be released from all obligations under the Lease which arise after the Move-in date.

The new resident will arrange for all utilities payable by you to be switched over to them; however, you should ensure the utilities have been taken out of your name.

If you have paid a reletting fee and the transfer to a new resident is unsuccessful, you will receive a credit toward future rent payments.

### C. Transfer Policy

You will be allowed to transfer to a different unit or bed space within the community or another University Partners' community provided the following conditions are met:

- You must be in good standing prior to approval of transfer
- Your apartment will be inspected and if damages are assessed, all damages will be paid prior to approval of transfer
- You may be assessed a transfer fee
- If the rent for the new space is higher, we have the right to re-verify income
- You will sign a new lease and addenda with new lease dates, rental amount, etc.
- If you are transferring to a different bed space/unit with an approved pet, a new deposit and non-refundable pet fee (where applicable) will be required
- If you are transferring to a different University Partners' community, in addition to the above items, you will be required to pay a new security deposit and the transfer will need approval from both Community Managers

### D. Utilities

The Utility Addendum attached to the Lease specifies which utilities are provided by us and included in your rent and which utilities are not provided by us (certain communities offering utility packages may require separate or additional forms). You and your roommates will be responsible for establishing service with the utility companies that are not included with your rent. You will be billed and must pay those utilities directly to the utility companies, along with any deposits and fees. If you desire additional cable channels, if available, they will be at your expense and you must contact the appropriate provider. You and your roommates are jointly liable for the payment of utilities not provided by us.

You are required to place the utilities in your name within five business days prior to move in or you will be in default in accordance with the terms of the Lease. The utilities must remain on, and in your name, until the end of the Lease. You will be responsible for penalties, processing fees and damages resulting from utilities being turned off prior to the end of the Lease.

You should refer to the section on Keys under Protecting Yourself in this Handbook for the procedure on authorizing access to a guest in your absence.

## **II. YOUR APARTMENT HOME**

### **A. Appearance**

#### **1. Patios/Balconies**

You agree to keep neat and clean all patios and balconies of the apartment, and you will not use these areas for the storage of automobile parts, motorcycles, firewood or other unsightly or heavy items, or to dry clothes or towels. Only outdoor furniture (no upholstered furniture) and related patio items may be placed on any patio or balcony. Use of butane or charcoal grills on the patio is not allowed. No unsecured plants may be permitted on the ledges or protruding from the railing. You should never have more than six persons on a balcony at any given time. No motorbikes or mopeds are allowed. The storage of bicycles on patios and balconies is subject to approval by management. Throwing anything off a balcony such as cigarette butts and glass bottles, etc. is subject to a fine.

#### **2. Flags/Signs**

Signs, school flags and banners may not be hung from patios, balconies, windows or from any area that would be visible from the exterior without prior approval by management.

#### **3. Antennas/Satellites**

For safety reasons and to maintain the appearance of the community, we do not allow any kind of outside antennas or satellite dishes to be installed unless approved in writing by us, prior to installation.

If you wish to install a satellite dish, you must send written notice to us prior to installation. You agree to pay any additional security deposit required for installing the satellite dish.

The satellite dish and all wiring must be installed within your apartment, or within the confines of your patio or balcony attached to your apartment. The satellite dish must not extend beyond the edge of the patio or balcony railing and cannot hang out of a window. The dish must be installed in a manner which minimizes its visibility from the exterior.

The satellite dish may not be installed by drilling holes in railings, exterior walls or any other location. The only acceptable way to install the satellite dish is with a removable clamp or tripod that does not require intrusion into building. The dish must be mounted securely so that it cannot be dislodged. A removable “through the glass” transmitter must be used to transmit the signal from the dish to the interior of the apartment.

You are liable for any injury or damage to persons or property caused by the dish; therefore, you must maintain liability insurance to cover any such injury or damage as long as you have the satellite dish at the community. You must provide proof of insurance (insurance certificate) as set out in the Lease. The satellite dish is installed and operated at your own risk.

We reserve the right to approve all mounting of outside antennas and satellite dishes. Not all apartment locations are positioned for good satellite reception; however, transferring to another apartment for better reception is not permitted unless the current lease has expired. You must re-apply and follow all procedures.

#### 4. Windows/Draperies/Screens

Windows and doors cannot be obstructed by you. If we provide blinds on the windows, they cannot be removed by you. If you install draperies or blinds, you must remove them at the end of the Lease term and any damage to restore the apartment will be at your expense. All window coverings must show a white backing - this includes both drapes and blinds. Aluminum foil, tinting, cardboard, signs, etc. may not be placed over windows where they can be seen from the exterior. If you install draperies over blinds, any damage will be repaired and charged to you. Holiday decorations are allowed but must be removed within one week of the holiday.

Window and patio door screens must not be removed, and nothing shall be thrown out of the windows or doors – any damage will be repaired and charged to you. You cannot leave windows or doors open during inclement weather. You will be responsible for any damage, including, but not limited to, paint, wall, cabinets, carpets and floors resulting from failure to exercise reasonable care.

#### 5. Decorating/Painting/Wall Hangings

No structural changes or additions may be made to the exterior of the building, including the front entrance, patios and balconies. No alterations may be made to your front door or entrance to your apartment. Front door mats are encouraged, but we reserve the right to remove mats that are not designed for outdoor use, such as carpet remnants. Colored light bulbs are prohibited in all exterior fixtures.

On the interior of your apartment, you have the freedom to decorate by hanging pictures or other decorative objects. Stickers, including glow in the dark stars, double-sided adhesive foam or tape are not allowed on walls, ceilings, windows, cabinets, exterior or interior doors. You must obtain written permission from the manager to perform any repairs, painting, wallpapering, carpeting, electrical changes, or to make any other changes to the interior or exterior. It will be your responsibility to return the apartment back to the original condition or you will be charged.



All shelf paper, tub or shower decals, shelf brackets, hooks, towel holders must be removed. If you put these on walls, ceilings, doors, etc., there will be a charge for removal.

#### 6. Trash

All trash should be bagged and placed inside the compactor or dumpster designated at the community and should not be left in the apartment, breezeways, or other common areas. First violations carry a \$25 fine, and at management's discretion, can increase with repeated violations, to a maximum of \$100 per occurrence. Cigarette butts must be disposed of properly and are not allowed to be thrown on the exterior. Do not put hot ashes or coals, paint, chemicals, motor oil or other hazardous materials of any nature whatsoever in any trash receptacles, dumpsters or similar containers. We have the right to impose reasonable fines for the violation of these provisions, as well as for any littering by you or your guests.

#### B. Grills

Fire regulations prohibit using or storing gas or barbecue grills in and around buildings, including patios and balconies, and around heavily wooded areas. You should use grills in accordance with local ordinances (see community representative for restrictions).

#### C. Pets

If we do not accept pets at the community and you are found to have a pet, you will be subject to a minimum fine of \$200 for each occurrence. Multiple occurrences may be subject to additional fines leading up to eviction. Pet companions for the disabled are welcome.

At pet-friendly communities, approved pets include dogs (breed and weight restrictions may apply – check with your community representative), cats and fish and you must comply with the requirements contained in this section. **ALL OTHER PETS ARE PROHIBITED.**

Prior to acquiring a pet, you agree to immediately notify us, pay all associated pet fees and pet rent (if required), complete a Pet Agreement, and adhere to all policies contained in the Pet Agreement and this Handbook. Should you fail to fulfill these requirements, a fine of \$100 will apply, regardless if you are authorized to retain the pet.

You must have the written consent of all roommates prior to acquiring a pet. If you renew your lease, you must obtain written consent from all roommates in the unit assigned to you for the next lease term. If your roommates do not approve, you must move to a single room, rent an entire unit, if available, or remove the pet from your apartment.

If you acquire another pet or a different pet while you are a resident of the community, you agree to immediately notify us, pay all associated pet fees and pet rent and complete a new Pet Agreement. Failure to follow these requirements will result in a fine and possible revocation of pet privileges.

If you have a pet, you agree to abide by the following rules and regulations:

- Pets must comply with weight and other restrictions imposed by us. You should contact us for restrictions.
- You will not exceed the number of allowable pets per apartment as set out in the Lease.
- If a pet is permitted, you agree to pay a fee upon signing the Pet Agreement. This fee does not cover damages, will not be applied toward any damages, and is non-refundable.
- If a pet is permitted, you will also be required to pay a refundable pet deposit as set out in the Pet Agreement. The pet deposit will be refunded after you move out or after the end of the Lease term (whichever is later), if no damages to apartment or Community are assessed against you.
- If required, you will pay a monthly pet rent as set out in the Lease. Pet rent may be adjusted at the beginning of every Lease term.
- All pets must wear an identification tag.
- Fish tanks (containing fish only) are limited to 20 gallons.
- Exotic animals are not allowed.
- Cats must be de-clawed, and if male, neutered.
- All pets must be registered and inoculated in accordance with local law.
- You must keep the pet on a leash and under your supervision when outside the apartment. The clubhouse, swimming pool areas, sport courts, fitness room, and laundry areas are off limits to pets at all times.
- You must walk pet in designated pet areas only and must dispose of waste in a sanitary manner. Do not dispose of waste or cat litter in trash chutes. If you do not dispose of waste properly, a \$25.00 fee will be charged for first offenses, doubling thereafter.
- Pets may not be tied up or left unattended on patios, balconies or any other areas outside of the buildings.
- You will be responsible for the entire amount of any injury to any person caused by your pet, including all costs of litigation and attorney's fees resulting from such injury.
- Pets may not disturb other residents or damage or destroy our property. You agree to be financially responsible for repairing or replacing any damage caused by your pet. If needed, the cost of carpet and/or vinyl replacement will be charged to you. If a pet is disturbing other residents or pets, or if pet damages property, you will permanently remove pet from apartment community within ten (10) days upon request from us. Extreme circumstances can dictate removal of pet within 24 hours.
- Periodic apartment inspections may be made to determine the condition of your apartment, with regards to your pet.
- In the event you voluntarily remove your pet or in case of death, you may not replace the pet without consent from us.
- The only pet allowed is the pet(s) listed in the Pet Agreement, as approved by us.
- You are allowed to keep the pet(s) listed in the Pet Agreement only during your current Lease term.

#### D. Personal Property Restrictions

You and your guests are not allowed to place any unusually heavy objects on the floor, i.e. pool tables, waterbeds, etc. You and your guests agree not to store firearms, explosives, gasoline, dangerous or hazardous materials in your apartment, storage facility, balcony or vehicle while parked on community grounds.

#### E. Bicycles

Please use designated bicycle racks or carefully store bicycles in your apartment (bicycle hooks are not allowed). You must ride responsibly through the community and obey all posted traffic signs. The operator of a bicycle must not interfere with the right-of-way of pedestrians. Due to life safety concerns, bicycles found in patios, balconies, hallways, breezeways, stairways, blocking public access or exits will be removed and impounded (a fee may be imposed for removal and storage). To protect your bicycle from theft, get a quality lock and properly secure it to the bicycle rack. Bicycles may not be secured to any tree, shrub/plant, stairway or walkway handrail, light or sign post, etc. Bicycles must be removed on your scheduled move-out day or will be considered abandoned.

#### F. Bed Bug General Information

Residents shall promptly notify University Partners Management of any conditions that may indicate the presence of bed bugs.

Bed bugs do not enter homes from the natural outdoor environment; instead they must be introduced into the home from a previously infested environment. This can occur by picking them up during travel, bringing them in on used furniture, introduction by guests or visitors, or other means. Often the exact source of the infestation is unknown. Once in the home bed bugs will seek small, protected areas to hide. Infestations can grow rapidly and persist indefinitely until proper corrective actions are taken.

In case of infestation, resident is responsible to follow all protocols or directions from University Partners Management. The cost of treatment will be the sole responsibility of the resident.

In case of infestation:

- DO NOT throw out bed or other furniture. This can spread the problem and new items will likely become infested anyway. Purchase an encasement cover for your mattress. The brand encasement recommended by a certified professional and tested thoroughly is "Protect a Bed" you may find them at <http://www.protectabed.com/>
- DO NOT change where you sleep. The bed bugs will follow, and this will only spread the problem
- Launder bed linens regularly in hot water cycle (140 degrees F or hotter)
- Pull beds away from the wall so the bed and wall do not contact each other
- Eliminate cluttered/crowded conditions (piles of clothing, boxes filled with personal items, crowded closets, etc...) The more crowded and/or cluttered the more difficult to achieve control
- Do not store items underneath beds

### **III. PROTECTING YOURSELF**

#### **A. Crime**

We do not guarantee or assure your personal security and our actions are voluntary in an effort to reduce the risk of crime at the community. You agree that the provision of safety devices and patrol services will not constitute a guarantee of their effectiveness nor impose an obligation to us to continue providing these services. If you witness a crime, please call 911 immediately, and then contact the management office.

#### **B. Personal Safety**

Though we do our best to provide a safe living environment, no community is immune to crime. The following guidelines will provide you with basic, easy-to-follow tips to help you protect yourself.

##### **1. Inside your Apartment**

We recommend you follow the important safety guidelines inside your apartment as follows:

- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the management office.
- Lock your doors and windows – even when you are inside.
- Use night latches or dead bolt 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.
- If you return to your residence and you think it has been entered illegally, do not enter. Call 911.
- Never give out keys, gate or lock combinations. If lost or stolen, call us immediately to re-key and you must pay a fee for us to re-key the locks.
- Keep a complete list of the serial and identification numbers of computer, television, DVD player, stereo, etc. This will greatly aid in recovering stolen goods.
- Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.
- Never leave a note on your door stating you are not home.
- Do not display apartment keys in public or carelessly leave them in the mail area, at the pool, or places where they can be easily stolen.
- Do not put your name, address or telephone number on your key ring.
- 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.
- Close and latch your windows while you are gone, particularly when you are on vacation.
- Leave a radio or television playing softly while you are gone.

- Immediately report the following to us in writing, dated and signed:
  - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
  - Any malfunction of other safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.
- Use lamp timers when you leave for extended periods of time.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting “Help!” “Police!” or “Fire!”

## 2. Outside your Apartment

We may provide systems or services such as courtesy officers, courtesy patrols, electronic alarm systems, emergency alert buttons, pedestrian gates, limited access vehicle gates and gate houses (manned and unmanned). These services or systems are not a guarantee of personal safety or security and they are not a guarantee against criminal activity. We have the right to alter or cancel any of these systems or services without notice. We have no duty of security or personal safety except to proceed with diligence to repair any systems after notification that such systems are not working. In the case of an emergency please dial 911.

We recommend you follow the important safety guidelines outside your apartment as follows:

- When returning to your apartment late in the evening, if possible, always use the main property entrance or commonly used walkways.
- Lock your doors while you are gone.
- Tell your roommates 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 codes to anyone.
- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the management office.

## C. Renter’s Insurance

You are responsible for obtaining renter’s insurance for your personal belongings and to protect yourself against any liability. You understand that the insurance in place for the community does not provide coverage for your personal belongings, property damage or bodily injury. If you or your guests suffer a loss due to fire, flood, vandalism, theft, or other cause of loss, that loss will not be covered by the community’s insurance. In general, renter’s insurance is not expensive, and can provide substantial protection and peace of mind. Depending on the property insurance may be required. Please verify with management.

## **IV. MAINTENANCE**

### **A. Service Requests**

We offer 24-hour response to emergency service requests. Call 911 in case of fire or other life-threatening situations. For After-hours Emergencies (as defined below), call the management office number and explain the situation. They will contact the proper service personnel. For normal service requests, please follow the instructions provided with the Lease.

In an attempt to effectively manage after-hours calls, we categorize calls into two categories: After-hours Emergencies and Priorities.

- An After-hours Emergency is defined as any breakdown or malfunction in which life, health, or property is threatened if immediate corrective action is not taken. Though it is impossible to list or predict all possible scenarios, the list below includes acceptable on-call emergencies.
- Priorities are calls that do not conform to criteria for an After-hours Emergency – in short, they are routine service calls which can wait until morning, at which time the work order will be given priority status. You can be fined for requesting an After-hours Emergency when the call is an obvious routine service call.

### **B. After-hours Emergencies**

Examples of After-hours Emergency requests are as follows:

- No heat or air-conditioning when outside temperatures are less than 50 degrees or higher than 80 degrees
- Electrical or gas failure of any nature
- Overflowing toilet
- Stopped up toilet if only one is available in apartment
- Water problems such as leaks, severe back-up, or broken pipes
- Malfunction of an essential appliance (non-working refrigerator)
- No water
- No hot water when affecting more than one unit, or when exterior temperatures are below 50 degrees (10 °C)
- Any unsecured entry to a residence
- Any threatening situation such as: fire, flood, severe weather, police action, protecting a crime scene (broken windows, locks, doors, etc)
- Bio hazards
- Lock-outs

### **C. Lockouts**

If you inadvertently lock yourself out, you can call the management office number. If it is after hours, explain the situation and they will contact the proper service personnel. You will be required to provide photo identification and the service personnel must be able to identify you by pulling your file or the housing roster. After regular business hours, there will be a minimum lock-out charge of \$75 per lock-out. Additional charges may be assessed for repeat occurrences.

## D. Property Appliance Usage

### 1. Central Air & Heat (HVAC)

If your apartment is equipped with individual unit central air and heat, an ideal temperature setting is between 71° – 74° (21 – 23 °C), with the minimum to maximum range being from 68° – 78° (20 – 25 °C) (please be aware that setting your thermostat to temperature extremes may cause damage to your HVAC unit). You should allow a minimum of ten minutes for the temperature to adjust (choosing an extreme setting will not bypass this 10+ minute adjustment). If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call us.

### 2. HVAC Filters

At move-in, your HVAC filter will be new. Twice-yearly, our maintenance team will schedule your filter to be replaced. Additional replacements can be requested at any time by calling the management office.

## E. Pest Control

If your property provides interior extermination services, you will receive a letter notifying you as to when the company will exterminate your apartment. You can prepare for extermination service as follows:

- Remove all items from under kitchen and bathroom sinks.
- Pick up objects that may interfere with application.
- It is recommended that all persons and pets vacate the premises during treatment and not re-enter the home until treated floors, carpets and rugs are thoroughly dry. Under normal conditions, this may take 1 - 3 hours (4 hours are recommended).
- Turn off aquarium air pumps and cover tanks and pumps with plastic wrap. Pumps can be restarted about 3 hours after treatment.

## F. Furniture

The supplied furniture is designed for interior use only and may not be used for exterior purposes at any time, including patio. A labor charge will be assessed for furniture that must be removed from the exterior to the interior, as well as for any damages to the furniture. Any furniture provided by you must be removed at the end of your lease term or you will be assessed charges for the removal of such items. Any such items will be considered abandoned upon change of possession of the bed space/unit.

## G. Smoke Detectors

The smoke detectors in your apartment have been tested prior to move-in to ensure they are working properly. You are responsible for ensuring that all smoke detectors are working properly. We request that you test smoke detectors on a monthly basis. Please call us if a smoke detector starts “chirping” or if it is determined through monthly smoke alarm tests that the smoke alarm is not working properly.

Do not disable smoke detectors. Disabling a smoke detector or removing working batteries is a violation of the law and may lead to fines and possible early termination of the Lease.

## **V. YOUR COMMUNITY**

### **A. Package Release**

We will accept delivery of your packages, provided you have signed the University Partners Rules Acknowledgement Form. You will be required to provide identification and to sign the Package Log in order to pick up packages from the office. We will not accept delivery on any item that must be placed inside your apartment, i.e., furniture, or C.O.D. deliveries. We accept no responsibility or liability for any packages, including perishable items or those lost or damaged.

### **B. Gates/Access**

If the community is controlled access, you and your guests will be expected to understand and abide by the instructions for use. If you have any questions regarding controlled access operations, you should ask a community representative.

Controlled access entries are not intended to provide security or to ensure your safety or that of your guests.

You will be issued a card, or a remote entry device, and a deposit may be required. If an entry device is lost, please call us. If an entry device is not returned to us at move out, or is lost, a replacement fee will be assessed.

Use caution when approaching the gates. Only one car at a time may enter. If you try to follow someone else into the community, the barrier arm/gate can, and most likely will hit your car. Should this occur, and the gate is damaged, you will be responsible for repairing such damage. Never obstruct the functioning of the gates by propping them open. Many gated entrances are monitored by cameras to insure compliance with all rules for entrance into the community. These systems are designed to allow only those users who are authorized to enter.

- Do not allow children or pets near the gates.
- Do not enter through the exit gates. This is very dangerous and should not be attempted.
- Do not walk through the gates.
- Do not push gates with vehicle.
- We will not be liable for any damages to your or your guest's vehicle.

### **C. Access Devices**

You may be issued an access device for entry into the buildings and/or amenities. Only one access device will be issued per resident and a deposit may be required. The access device must be with you at all times when using the amenities. If you lose the access device or fail to turn it in with your keys at the end of the Lease, you will be charged a replacement fee. A replacement device will not be issued until we receive the replacement fee.



## D. Parking

You and your guests are required to abide by all parking regulations established by us, as well as by the local police and fire marshal. These rules apply to all motorized vehicles, including cars, motorcycles and scooters. We are not responsible for any damage to your or your guest's vehicle while parked at the community. For additional rules, please refer to the Statement of Rental Policy posted in the leasing office. If the conditions for parking are not met, your vehicle may be towed without notice at your expense. It is your responsibility to make sure your guests understand these parking rules and regulations as their vehicles may be towed at their expense if parked improperly. You and your guests agree to abide by the rules regarding parking:

- Any illegally parked vehicles, vehicles with expired tags, or vehicles violating the regulations below or any other applicable regulations may be towed at the expense and sole risk of the owner of the vehicle.
- Parking will not be allowed in the area marked as future residents either one before or one hour after regular business hours.
- You may not have more than one (1) vehicle in the community at one time, and your vehicle must be properly registered with our office. Additionally, two-wheel motorized vehicles may be allowed, subject to the rules of the community.
- Vehicles may not, at any time, park in a fire lane, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces, without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at anytime for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.
- Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than the standard size may not remain on our property except for the purpose of loading and unloading, though we reserve the right to permit these vehicles in designated areas.
- You may not perform any mechanical repairs or maintenance while on the premises. You may only wash your vehicle in a designated area, if provided.
- You agree to inform your guests of all parking rules and restrictions.
- Our towing company frequently, and at random, without being called by us, tows any vehicle that is inoperable, has an expired or invalid license plate, expired temporary license plate, is in violation of any of the other provisions of the Lease, Parking Addendum and this Handbook. *This is the only notice you will receive.* You will be towed, if you are not permitted or parked correctly or you are not in compliance with all other state or local requirements, with no further notice.
- You are responsible for towing and storage charges. We are not responsible for tickets received for parking violations of any area within our community or anywhere else outside our community.

### 1. Parking Permits

- If your community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver's side of your front windshield. Vehicles violating this provision may be towed at the vehicle owner's expense.
- Two-wheel motorized vehicles are subject to these requirements.
- A parking permit allows you to park on premises upon availability. A permit in no way guarantees the availability of parking in front of your building or even on

the property. A permit does not allow vehicles to park in fire lanes, crosswalks, designated handicapped spaces, in front of dumpsters, blocking entrances, exits or driveways, or to park in any other unauthorized area.

- Parking permits become invalid at the end of the Lease term or earlier, if the Lease is terminated either by the community or you, or if you sublease your apartment.
- Permits expire prior to the start of each fall academic term. If you renew the Lease, you must obtain a new permit from us at the end of your current lease term. Your old permit will not protect you against towing. Permit colors change each year.
- Parking permits are valid only on the vehicle registered on the Parking Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
- The community reserves the right to revoke parking permits at any time, for any reason.

## **VI. YOUR CONDUCT**

You are responsible for the consequences of your guests' actions. You should inform your guests of conduct rules and accompany them within common areas at all times.

We may exclude from the community guests or others who, in our judgment, have been violating the law, violating the Lease or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

### **A. Drugs and Alcohol**

You or your guests will not engage in or permit your apartment to be used for criminal activity, including drug-related criminal activity and will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, or near, the community. It is your responsibility to notify the proper authorities if you suspect a roommate or a guest is engaged in illegal activities.

Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these rules and regulations.

Violation of the above shall be a material violation of the Lease and may be cause for termination of tenancy. A termination does not release you from your financial obligations under the Lease.

### **B. Smoking**

Smoking is prohibited in all enclosed common area facilities, including the business office, community center, fitness center, laundry room, etc.

Cigarette butts must be disposed of in the proper receptacle and not left on the ground. If you fail to comply, a fine will be imposed by us.

Any damage to furniture, carpet, paint etc. will be the responsibility of the resident.

### C. Motorcycles & Scooters (fuel operated)

All fuel-operated vehicles may only be parked in designated areas and must be properly registered (see “Parking” under Your Community in this Handbook). Due to safety concerns, it is prohibited to store such vehicles inside the apartment, on patios/balconies, stairwells, landings, breezeways and walkways, or any other common area. Any of these vehicles found beyond the designated areas may be cited, towed, and impounded at your expense.

### D. Noise

Excessive noise and loud music in apartments, hallways or common areas cannot be permitted at any time. This includes stereos, televisions, musical instruments, slamming doors and windows, running up and down stairs, sounding vehicle horns and yelling. You are responsible for your guest’s behavior.

Should you have a party, you may be required to complete a Party Registration Form (see “Party Registration” under Your Conduct in this Handbook).

### E. Conduct

Both direct and indirect forms of verbal and written abuse, threats, coercion, physical or verbal harassment, intimidation, violence against another person or their property, or causing the apprehension of physical or verbal harm are prohibited and will not be tolerated. Conduct that threatens the health and safety of any person (including oneself) may result in fines and possible termination of your Lease, privileges and possible criminal action. You are responsible for reporting abuse to appropriate authorities.

At all times, you and your guests are expected to conduct yourselves in accordance with the rules contained in this Handbook.

### F. Complicity

In the presence of a policy violation, you may attempt to stop the violation, contact management staff and/or immediately remove yourself from the situation and the vicinity of the violation. If you chose to remain at the scene of a policy violation, you will be included in the documentation and may also be held accountable for applicable policy violation(s). Concealment of information is also considered a policy violation. If concealment should occur, you may be considered an accomplice to the violation and be subject to any actions outlined above.