



### HOUSING AGREEMENT

This Housing Agreement is entered into on \_\_\_\_\_, between \_\_\_\_\_ (“Resident”) and SSC Maryland Apartments LLC, d/b/a University View (“Owner”) and is binding only when signed by Owner’s agent.

**Start Date:** August 20, 2020

**End Date:** July 29, 2021

**Unit Type:** **Tower One**

- 2 bedroom, 2 bath
- 2 bedroom, 2 bath XL
- 4 bedroom, 2 bath
- 4 bedroom, 2 bath XL
- 4 bedroom, 4 bath

**Tower Two**

- Studio
- 2 bedroom, 2 bath
- 4 bedroom, 2 bath

**Initial assigned apartment/bedroom #:** \_\_\_\_\_

**Housing installment rate:** \$0.00

**Garage parking space:** \$0.00

**XL bedroom upgrade:<sup>+</sup>** \$0.00

<sup>+</sup> in 4-bedroom, 4-bath

**Payment Schedule:**

**12 installment payments of \$0.00 each, due on the first calendar day of each month from August 1, 2020 through July 1, 2021**

**Total Rent:** \$0.00

**Security Deposit:** None

**Administrative Fee (nonrefundable):** \$600.00\*

\* reduced with approved Guarantor – see below

This Housing Agreement grants a limited license to Resident to access and make personal residential use of one assigned bedroom space in an apartment, together with its standard installed fixtures, plus shared use (or individual use, if a studio apartment) of accompanying unit common areas, fixtures and appliances in the assigned apartment, at the property known as “University View” at 8204 Baltimore Avenue, College Park, MD (the “Property”) between the Start Date and End Date listed above. Resident is assigned to the bedroom space and apartment identified above (see floor plans available in the management office or at [live-theview.com](http://live-theview.com) for designation of bedroom spaces); if the space is not immediately identified or assigned, or if it is identified as “TBD,” “to be assigned” or “TBA,” this Housing Agreement is binding and Owner will assign an apartment and bedroom matching the identified unit type prior to move-in. Only the named Resident may occupy the assigned space. Resident will occupy only the assigned bedroom space and no other bedroom within the apartment. Resident will not allow another person to use a bedroom space or apartment in place of or in addition to Resident, whether for compensation or otherwise, and will not offer to do so through advertising or listings. Except when the assigned unit type is a studio, this Housing Agreement is for one bedroom space and use of a bathroom located within a multiple-bedroom apartment, in which multiple occupants share one common area. Owner will attempt to assign any other bedroom space(s) to person(s) requested by Resident but may contract with others of Owner’s choosing for the other space(s) within the apartment, without notice to Resident. **This Housing Agreement includes the terms below and continuing through page 15, including arbitration provisions contained in paragraph 27.**

*Note: The Administrative Fee of \$600.00 is due within seven days after signing (and prior to move-in) and is nonrefundable; it is not a security deposit. If Resident provides a signed Guaranty by an acceptable Guarantor within such time, the Administrative Fee will be reduced to \$150.00. Failure to pay the Administrative Fee or to provide a Guaranty will not release Resident from financial responsibility under this Housing Agreement but will entitle Owner, at its option, to deny move-in or terminate for non-performance, following written notice.*

**I have carefully read, fully understand and voluntarily sign this Housing Agreement. Once fully signed, this is a binding contract and is intended to be enforceable under its terms. I have had the opportunity to seek independent legal advice. I acknowledge that upon execution by Owner (through its authorized agent), this Agreement will be effective and binding upon me and all permitted successors.**

**ACCEPTANCE OF OWNER:**

\_\_\_\_\_  
**Signature of Resident**

SSC Maryland Apartments LLC

\_\_\_\_\_  
**Date**

By: \_\_\_\_\_  
Authorized Agent date

**This Housing Agreement (“Agreement”) includes the following terms:**

1. **Term.** Resident will have access to the Property and the assigned bedroom space and apartment as of 1:00 pm on the Start Date, and this access will end as of 12:00 Noon on the End Date (the “Term”), unless early arrival or late departure is approved by Owner in writing, at additional cost to the Resident.

2. **Payment.** Resident accepts financial responsibility for the full Term of the Agreement, regardless of whether the assigned bedroom space is occupied for the duration of the full Term or at all. Resident agrees to make full and prompt payment to Owner according to the payment schedule specified above, without demand of Owner, together with all additional charges or fees applicable under this Agreement. **The Total Rent stated above is a fixed price for the entire Term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month of occupancy.** Payment may be made by personal check, money order or cashier's check, or in Owner's discretion by credit card, check card, electronic check, or by direct bank transfer, provided that Owner reserves the right to charge processing fees as appropriate for such payment methods. Cash will not be accepted. If any payment is returned unpaid, Owner may require Resident to make future payments by certified funds. Payment (including by mail) is deemed made only when actually received by Owner or its agent, subject to clearance of funds. Resident's payment obligation is a promise by Resident which is independent from all of Owner's and its agent's promises, duties and obligations. To cover Owner's added costs for late payments, commencing on the fifth day after each payment is due, each late payment will be increased by one percent (1%) of the late amount per day as a late charge until paid in full, up to a maximum late charge of five percent (5%) of the late amount. At Owner's option and without notice to Resident, any amounts owed by Resident, including but not limited to late charges, returned check fees, utility overages, damage or replacement costs, and any amount owed by Resident to Owner under a separate agreement, will be considered Rent under the terms of this Agreement. In the event any payment is past due, Owner may take legal action for possession and payment. To cover Owner's added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by \$50 as a returned payment charge and will not be considered paid until valid payment has been received. Payment should be mailed or delivered to **University View, 8204 Baltimore Avenue, College Park, MD 20740**. Acceptance by Owner of any payment shall not constitute a waiver of Owner's right to terminate this Agreement and/or claim any damages. Unpaid charges past due more than 30 days will also bear additional interest at 12% per annum, as allowed by law, from such date through the date of payment in full.
3. **Owner; Owner; Agent.** The owner of the Property is SSC Maryland Apartments LLC. Owner has appointed The Scion Group LLC ("Manager") as its property management agent, authorized to act on behalf of Owner. Written correspondence to any of the above should be directed to: **8204 Baltimore Avenue, College Park, MD 20740**.
4. **Assignments.** Apartment and bedroom space assignments are made, and may be changed, only by Owner or its agent. **Change requested by Resident:** Resident may request to change assignments to a different apartment. Such change requests by the Resident are only effective upon written approval by Owner in its discretion, subject to the following preconditions: (a) Resident must be in good standing under the Housing Agreement; (b) Resident must prepay a \$200 reassignment fee (refunded if the request is declined); (c) Resident and Owner must sign a written confirmation of the change in assignment, including Resident's agreement to pay the prevailing rate for the new assignment, pro-rated to the date scheduled for relocation; and (d) relocation must be completed within 48 hours or charges will apply on both spaces. **Change by Owner:** Owner reserves the right to relocate Resident to another equivalent bedroom space or apartment at the Property for any reason (e.g., roommate conflict, urgent maintenance, etc.) upon at least three days' notice. In such case, if the new Owner-assigned space carries a lower rate, Resident's charges will be pro-rated and reduced accordingly; if the new Owner-assigned space carries a higher rate, Resident will continue to pay the rate under this Agreement and will not be charged the higher rate. Failure to relocate within the time provided by Owner may result in charges applying for both spaces.
5. **Termination; Subletting/Delegation.** Once this Agreement is signed by Owner and Resident, Resident can terminate occupancy by providing written notice to Owner and by fully vacating the premises, provided that in all cases **Resident will remain fully responsible for the Total Rent that would have accrued under this Agreement, through the end of the full original Term**, accelerated and payable at the time of termination. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other reason. Any charges associated with damage to a bedroom space, apartment or the Property or Resident's failure to vacate completely upon termination, will be payable in addition to the foregoing amount. After such termination, Owner will use its commercially reasonable efforts to contract with other individuals for the use of all available bedroom spaces, including the bedroom space vacated by Resident; if and when all such available bedroom spaces at the Property are fully assigned and occupied and no bedroom spaces remain vacant, Resident will receive a credit equal to the remaining charges that would have accrued under this Housing Agreement, prorated from such date through the end of the original term hereof, less a \$200 cancellation/marketing fee which is in addition to all other charges provided herein. Resident understands that due to the nature of student housing, successful mitigation is highly unlikely; therefore, Owner may accelerate remaining rent at the time of termination, subject to potential credit as described above. Resident may not assign or transfer Resident's interest in this Agreement, or any part hereof, nor sublet Resident's right to use the Property, apartment or bedroom space, or any part thereof, nor provide keys to any other person. However, in Owner's sole discretion, Resident may delegate his or her right to use the Property to another person pursuant to Owner's approved delegation form, signed by all parties, if Resident is in good standing under the Agreement and pays to Owner a delegation fee of \$200.

6. **Move-in; Inspection; Delay.** Before Resident may access or occupy the premises, all required administrative fees, other annual charges and all installments then due must be paid in full with cleared funds and guaranty requirements satisfied. Prior to Resident taking possession of the assigned bedroom space (and any re-assigned bedroom space), Resident will conduct an inspection of the assigned bedroom space and apartment and will note on the Check-In/Check-Out Inspection Report ("Inspection Report") any defects, damage or other conditions observed, if not already identified by Owner on such report; upon completion and approval by Owner, the Inspection Report will become part of this Agreement. At the time of move-out, Resident is encouraged to inspect the bedroom space and apartment with Owner's representative by making an appointment during business hours at least 48 hours in advance. Within three business days following Resident's move-out (or, as applicable, following the move-out of all residents of an apartment) at the termination of this Agreement, or within a reasonable time if Resident moves out without notifying Owner, Owner will note the then-present condition of the assigned bedroom space and apartment, including all appliances and fixtures, and any damages incurred and/or extraordinary cleaning deemed necessary by Owner or extraordinary wear as determined by Owner. Resident will promptly pay all costs of restoring the bedroom space and apartment to the same condition upon move-in, less normal wear. Owner will deliver the bedroom space and apartment in a condition that allows habitation and safety. Resident acknowledges that except as provided in the Inspection Report, each bedroom space and apartment are being delivered in "as-is" condition, and Resident's acceptance of the assigned bedroom space and apartment at the beginning of the Term constitutes Resident's acknowledgment that the bedroom space and apartment and all fixtures are in good repair and condition. Owner will not be responsible for any damages or consequences suffered by Resident as a result of Owner's inability to timely deliver possession of the apartment or assigned bedroom space to Resident on the anticipated Start Date; in such event, the rent payable will be abated until Owner renders possession and such delay will not extend or decrease the term or change the End Date.
7. **Utilities.** The following utilities are included in the Total Rent under this Agreement: **Internet access and trash disposal.** Resident will pay as additional Rent a pro-rata share of Resident's assessed usage of **electricity, water/sewer, and (where applicable) natural gas**, applied pro-rata to any partial billing cycle, to the extent such allocated utility costs exceed a **monthly allowance of \$15** per contracted resident. Where actual metered bills are available for a specific apartment, such charges will be based on the actual metered usage, divided by the number of contracted residents in the apartment. Where per-apartment metered bills are not available (such as for heating and cooling costs in Tower Two of the Property and for water/sewer usage), applicable utility costs will be based on an agreed per-resident pro-rata share the corresponding Property-wide bill (for heating and cooling costs in Tower Two of the Property, such pro-rata share of each applicable bill is agreed to be 0.193% per Resident). Resident will be responsible for his or her share of these utility charges during the term of this Agreement, regardless of actual date of move-in or move-out. No refund or credit will be provided for usage below the allowance level. In connection with the administration of utility billing during the term of this Agreement, Resident will pay prior to occupying the assigned apartment (or on the first utility bill, at Owner's discretion), a single up-front billing **service fee of \$54** (or alternately, at Owner's option, a service fee of \$4.50 per monthly bill) for administration, billing, overhead and similar expenses and charges incurred by Owner for providing utility allocations and billing services. Upon Resident's request, Owner will provide copies of applicable electricity bills. At Owner's option, to the extent permitted by law, Resident may be pre-billed for the estimated amount of charges for any utility bills anticipated to be received during the final 30 days of the term or after the end of the term of this Agreement, calculated based on historical utility charges for the apartment and pursuant to applicable utility billing laws and regulations. As part of each utility bill, Resident may be charged and agrees to pay promptly to Owner late payment fees and/or NSF fees, as may be applicable, in the amounts stated in paragraph 2 of this Agreement, as liquidated estimates of costs incurred in connection with the administration and collection of late payment. Owner may elect to use one or more third-party service providers for providing, billing and/or servicing utility accounts; Resident acknowledges that such third-party providers are not utility providers. Owner makes no representations and hereby disclaims any and all warranties, express or implied, with respect to any utilities provided, including but not limited to those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Owner or its representatives or agents, whether in writing or otherwise, except as otherwise expressly stated in this Agreement, or in written documentation signed by the parties hereunder after the date hereof. Owner does not warrant or guarantee the protection of Resident's privacy during operation of utilities, that such utilities will satisfy Resident's requirements, or that the operation of utilities will be uninterrupted or error free. Resident acknowledges and agrees that neither Owner nor its affiliates, agents, employees or representatives will be responsible to Resident for any non-economic, consequential, incidental, indirect or special damages, including incidental, economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utilities or the termination of any utilities, whether arising from Resident's use of (or inability to use) utilities, or otherwise, even if Owner has been advised of the possibility of such damage. In the event that any utility service proves defective, or is discontinued or terminated, Owner's and Manager's entire combined liability and Resident's exclusive remedy will be limited to a reimbursement of the approximate cost of that

utility, prorated by the day for each day the utility service proved defective, or was discontinued or terminated, for more than 24 hours. Resident agrees to indemnify, defend and hold harmless Owner and its employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature, including attorney fees, which arise, directly or indirectly, in connection with: (i) violation by Resident of any laws, ordinances, regulations or rules regarding the utilities; or (ii) illegal or inappropriate use of the utilities. Any damage or loss to any utility devices during Resident's occupancy will be charged to Resident (and the other resident in the apartment, as applicable) at the replacement cost.

8. **Required Liability Insurance; Personal Property.** During the full term of the Housing Agreement, Resident agrees to obtain and maintain at Resident's expense a policy of personal liability insurance (i.e., renter's liability insurance) from a licensed insurance carrier in the United States, with coverage of at least \$100,000 per occurrence. The liability insurance requirement and the existence or limits of any such insurance will not reduce or supersede Resident's obligations under this Housing Agreement. Owner will make available an opportunity for Resident to purchase renter's liability insurance (with or without optional personal property insurance) from a pre-approved third-party provider, for Resident's convenience. Resident is not obligated to purchase any insurance from such provider and may arrange its own personal liability insurance policy from any insurer of Resident's choosing meeting the requirements of this paragraph, in which case Resident agrees to provide written proof of the required personal liability insurance coverage, including causing Owner and Manager to be listed as named interested parties on such insurance coverage. Owner will provide instructions prior to move-in for submitting proof of insurance or purchasing a compliant insurance policy; Resident's failure to comply with these insurance requirements will be a breach by Resident with Owner reserving its remedies but will not give Resident any right of termination. If Resident fails to provide sufficient proof of personal liability insurance to Owner within two days after the Start Date, or if Resident's insurance is cancelled during the term of this Housing Agreement, then Owner may, at its option, purchase such coverage on Resident's behalf and in Resident's name, for a one-year period beginning on the date of purchase; in such case, Resident agrees to such insurance purchase and agrees to promptly reimburse Owner for the cost (approximately \$150) as additional Rent. Owner also strongly recommends that Resident maintain insurance covering Resident's personal property or belongings, which Resident may elect to purchase. Neither Owner nor any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Resident or others by fire, theft or any other cause. Any personal property remaining in the bedroom space and/or apartment at the end of the Term or after earlier termination of this Agreement will be considered abandoned by Resident and may be disposed of by Owner at the risk and expense of Resident, with Owner maintaining a landlord's lien for unpaid rent as provided by law. Owner will not be liable or responsible for storage or disposition of the Resident's personal property.
9. **Responsibility for Damage.** Resident will be solely responsible for any damage, defacement or loss within the assigned bedroom space. All assigned residents of an apartment will be jointly and severally responsible for any damage, defacement or loss to common areas, other parts of the facility, fixtures or appliances, except for the portion of damages over \$100,000 where it is finally established that one or more other residents were solely at fault for the entire loss. Resident will be fully responsible for the conduct of his or her guests, visitors, licensees and invitees ("Guests"), including without limitation harm to individuals or damage or defacement of any part of the Property or its fixtures or property of third parties (including other residents) by such Guests.
10. **Prohibitions.** Illegal drugs, firearms, weapons or explosives of any kind are strictly prohibited anywhere on or about the Property, including individual apartments and bedroom spaces (except government-issued service weapons carried by duly deputized law enforcement personnel). No gas or charcoal grill, nor any other open flame cooking or heating device, may be stored or used on any balcony, deck and/or patio at the Property or within 25 feet of any building, except permanently installed community grills provided by Owner. Resident will, and will cause Guests to: (a) comply with all federal, state, county and city laws, ordinances and/or regulations, including without limitation those relating to controlled substances and alcoholic beverages; (b) not act in any way that endangers the Property or the safety of any person, or that is intended to facilitate criminal activity; (c) not engage in disruptive behavior or conduct or allow any noise loud enough to be heard outside the apartment or in neighboring apartments assuming doors and windows were closed; (d) not place or keep any trash outside of the apartment, including on any balcony, deck or patio; (e) not damage, take or possess any property belonging to others without express consent; (f) not tamper or interfere with smoke detectors, sprinklers or fire alarms; (g) not injure the reputation of the Property or its residents, (h) not act or fail to act in any way that would cause an increase in the rate of insurance at the Property; (i) not engage in any activity which interferes with or decreases the use and enjoyment of the Property by other residents; and (j) otherwise obey all rules and regulations applicable to the Property. Any single violation of any of the foregoing will be considered a material breach of this Agreement and will be good cause for immediate termination of the Agreement with all charges due.
11. **Cleanliness and Safety; Entry.** Resident agrees to maintain the assigned bedroom space, the apartment and the common areas of the Property in a clean, safe and sanitary condition, to exercise all due care in the use of same, and

to cooperate fully with the Property pest control program as requested. Resident will be responsible for the cost of treatment for bedbugs and similar pests to the extent Owner's pest control vendor reasonably determines that an infestation has originated within Resident's assigned space and during Resident's occupancy. Resident will place all trash in provided receptacles and will be responsible for the cost of cleaning the interior or exterior of the apartment if not kept in sanitary condition. When outdoor temperatures are below 40 degrees Fahrenheit, Resident will keep the apartment's heat turned on to prevent frozen or burst pipes, including during vacations. When outdoor temperatures exceed 85 degrees Fahrenheit, Resident will keep the apartment's air conditioning turned on and set to a reasonable temperature to prevent mold or mildew growth, including during vacations. Owner and its agents, employees and contractors may enter any apartment and bedroom space to perform routine maintenance, pest control, inspections, showings and other ordinary functions, provided that Owner will provide advance notice to residents of an apartment before such entry. Owner reserves the right to enter an apartment and any bedroom space without prior notice (including a passkey and/or disarming the alarm or other means of entry if locks have been changed) for emergency maintenance or repair purposes, or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property. Owner may confiscate any item deemed to cause a danger and is under no obligation to pay compensation for or to return such items.

12. **Residential Use; No Pets.** The bedroom space and apartment may be used solely for private residential purposes and no other purposes. Resident may not carry on any business or other enterprise from the bedroom space or apartment, nor use any Owner-provided Internet connections for business purposes. Resident may place no signs, placards or other advertisement of any character in the bedroom space or apartment, nor display anything in an apartment or bedroom space that is visible from outside the Property or the apartment. Resident may not store at the Property or connect to a Property electrical outlet any mobility device owned by a third party. No pets of any kind are allowed anywhere in or about the Property, except fish in small tanks to the extent approved by Owner in its sole discretion. Violation of the no-pet policy will subject Resident to deep-cleaning and daily administration fees in Owner's discretion and may be considered as a termination of this Agreement by Resident with fees due and accelerated as provided in paragraph 5.
13. **Guests; Occupancy Limits.** No more than one person may occupy a bedroom space, except for minor children for whom the Resident is the parent or legal guardian (further subject to apartment occupancy limits) and who have been registered in writing with Owner. If Resident desires to have an Overnight Guest (any person staying in the Resident's assigned bedroom space or apartment for more than two nights in any 30-day period), then Resident must register the Overnight Guest(s) with Owner. Resident may not have Overnight Guest(s) for more than two consecutive nights, nor for more than four total nights in any 30-day period. In the event any unregistered or unauthorized Overnight Guest(s) are identified to be in or using an apartment or bedroom space, Owner may assess against the Resident a fee of \$60 per night, in addition to the right of Owner to declare Resident in material breach of this Agreement and pursue other available remedies. Although Resident may have Guests from time to time, Owner reserves the right to restrict the number of persons permitted in or about an apartment at any time in Owner's discretion, to protect safety and the quiet enjoyment of other residents. Guests may park only in designated guest parking areas, if any, and no Guest's vehicle may remain at the Property for more than three days.
14. **Parking.** If "parking garage space" is selected on page 1 above with a corresponding rental rate, Owner grants to Resident a non-exclusive, undivided limited permit to use one non-reserved parking spot at any time in the Property's parking garage (subject to handicap and reserved parking restrictions) for the sole purpose of parking one personal, non-commercial vehicle, and for ordinary access to and from such parking garage over marked driveways. The parked vehicle must be properly registered and licensed and may not create a safety hazard. Vehicles improperly parked or appearing abandoned may be towed at the vehicle owner's expense. This paragraph creates a limited use license and not a bailment. Resident assumes all risk and responsibility for damage to the vehicle and any personal property contained in it, and the vehicles or other personal property of others, in connection with any use of parking areas. Unauthorized or improperly parked vehicles will be towed at the risk and expense of the vehicle owner. Owner is not responsible for any damage to vehicles or property contained in vehicles. Owner reserves the right to revoke or restrict parking rights in the event Resident violates this paragraph or the Agreement. Resident acknowledges that the ground floor of the parking garage at the Property is situated within a Flood Hazard Boundary. Damage to motor vehicles is not covered by flood insurance; therefore, Resident should also determine whether Resident has proper motor vehicle insurance to cover loss due to damage of Resident's motor vehicle resulting from flooding in the area. Resident acknowledges reading and understanding the foregoing warning concerning flooding and the availability of insurance and assumes the risk of loss which may result from such flooding.
15. **Smoking.** **University View is an entirely smoke-free facility.** Smoking or vaping by Resident or his or her Guest(s) is prohibited inside any apartment or in any clubhouse, stairwell, hallway or other indoor area or immediately outside any building at the Property. In the event that Resident or any guest smokes, burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining or odor on walls, carpets or other portions of the premises, a persistent odor in the apartment that necessitates

ductwork cleaning or the removal of carpet and padding despite an apparent clean appearance, all such damage and repair cost will be considered extraordinary damage beyond normal wear and tear and is the responsibility of the Resident. Therefore, Resident agrees that **any** smoking in an apartment will subject the residents to a collective minimum deep-cleaning fee of \$250, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage, in addition to Owner's other remedies for breach of this Agreement.

**16. Maintenance, Alteration and Repair**

- (a) Resident is responsible for and agrees to take good care of the premises, fixtures and all common areas. Resident may not remove any of Owner's property and will not perform any repairs, upgrades, painting, wallpapering, electric changes or other alterations of the premises without prior written consent from Owner. Resident will be responsible for damage from waste stoppages caused by foreign or improper objects or improper use in lines serving bathrooms, damage to fixtures, appliances, doors, windows, screens, damage from water faucets left on or from doors left open, and repairs or replacements to alarm devices necessitated by misuse or damage by Resident and/or guests. Extraordinary appliances or furnishings such as satellite dishes, hot tubs, pool tables, water beds or high utility-consuming devices may not be installed or placed on the premises or anywhere at the Property without Owner's prior written consent, in its sole discretion.
- (b) In the case of a malfunction of any utilities or damage by fire, water or similar cause, or any water leak, electrical problem, broken glass, broken lock or any other condition that Resident reasonably believes poses a material hazard to health and safety, Resident must promptly notify Owner. Owner maintains a 24-hour telephone number (301-304-6500) and/or answering service where Resident may contact management in the event of an emergency affecting the health, safety, or welfare of any person or property. Owner will act with reasonable time and diligence in making repairs and reconnections; Resident may not withhold or reduce payment of rent or other charges during such time. Maintenance and repair requested by Resident will generally be performed between 8am and 8pm, unless the work is considered an emergency, in which case work may take place at any time. Owner may temporarily disconnect equipment or utilities to avoid property damage and/or to perform repairs requiring such interruption, in Owner's sole discretion. Owner will not be liable for any inconvenience, discomfort, disruption or interference with Resident use of the premises because of ongoing repairs, alterations or improvements to the Property or any apartment.
- (c) Following move-in, Resident is responsible for providing and changing all light bulbs and batteries (for smoke detectors and remote controls) in the assigned apartment. A written maintenance report requesting assistance in changing these items may be submitted for maintenance staff assistance, with extra charges payable by Resident as applicable per Owner's published rates. From time to time, maintenance staff may enter the assigned apartment with or without notice to inspect and change furnace filters and to provide pest control.

**17. Management; Community Policies.** Owner may retain employees and management agents from time to time to manage the Property, and Owner's agent may retain other employees or contractors. Resident, on behalf of himself or herself and his or her Guests, agrees to comply fully with all directions from Owner and its employees and agents, and the rules and regulations (including all amendments and additions thereto, except those that substantially modify the Resident's bargain and to which Resident timely objects) as contained in this Agreement and the Community Policies of the Property. **The Community Policies are attached to this Housing Agreement, are also available at <http://live-theview.com/policies.pdf> or on request from the management office, and are considered part of this Agreement.**

**18. Breach by Resident.** Upon any breach by Resident of this Housing Agreement or a prior agreement between Resident and Owner or its affiliates, including community policies, Owner may without separate demand or notice except as provided by law, and in addition to other lawful remedies, do any one or more of the following: (i) collect any charge under this Housing Agreement or community policies, including reimbursement for costs of collection; (ii) terminate this Housing Agreement and Resident's right to occupy the premises and/or institute an action for eviction; (iii) sue to collect all past due charges and/or unpaid rent and other charges which would become due through the End Date or until the bedroom space and all other bedroom spaces at the Property have been filled, with recovery by Owner of any discrepancy in rent rate and any expense incurred in obtaining the new resident contract; (iv) report any information to credit reporting agencies. Without limitation, Owner may terminate this Agreement for non-payment of rent or other charges, or upon any conduct by Resident that is prohibited by or in breach of this Agreement, or if, in the reasonable judgment of Owner, continued residency will or may be detrimental to the educational process or the health, safety and/or welfare of the other residents of the Property or any of the Property's personnel. Upon any termination as described in this paragraph, Resident: (a) must fully vacate the bedroom space and apartment (including removing all personal belongings) within the time provided in the written notice given by Owner, and will have no further use of or access to the Property, the assigned apartment or bedroom space; and (b) will be fully responsible for all rent and other charges as if the Agreement had been terminated by Resident as described in paragraph 5. Owner's termination for breach will not limit its claim for damages resulting from Resident's breach. Owner's acceptance of rent or other payment following notice to vacate or during the pendency

of a legal action will not waive or diminish Owner's rights under this Agreement or law unless separately and expressly agreed by Owner.

19. **Assumption of Risks; Liability.** Resident ASSUMES ALL RISKS associated with use of the Property, and to the full extent permitted by law, agrees to hold harmless, release, defend and indemnify Owner and its affiliates, members, partners, officers, agents, management company and its and their respective employees ("Released Parties") from all loss, liability and/or claims for injury or death to persons or damage or theft to property arising in whole or in part from: (i) the negligent acts, omissions or intentional wrongdoing of Resident or his/her Guests; or (ii) the use, occupancy, presence at or other interaction with the Property or any part or contents thereof by Resident or his or her Guests, including without limitation those injuries and damages caused by a Released Party's alleged or actual negligence or by breach of any express or implied warranty. The Released Parties will not be liable for injury, damage or loss caused by criminal conduct of other persons, including theft, assault, vandalism or other acts of third parties. Resident agrees to indemnify each Released Party for any injuries to Resident or any Guest or other person or property that arises in connection with occupancy or use by Resident or any Guest of Resident. Resident further agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages (including liquidated damages as specified) or losses, including reasonable attorneys' fees and costs and expenses, that a Released Party incurs or may incur as a result of any breach of this Agreement by Resident. The foregoing will be binding to the fullest extent permitted by law.
20. **Safety Precautions.** Resident acknowledges that neither Owner nor any of its agents, employees or representatives has made any representations or warranties, either written or oral, concerning the safety of the Property, the bedroom space or any apartment, or the effectiveness or operability of any security devices or security measures in the Property, the bedroom space or any apartment. Resident acknowledges that Owner neither warrants nor guarantees the safety or security of residents or their Guests against any criminal or wrongful acts of third parties. Resident and his or her Guests are responsible for protecting their own respective person and property and hereby release Owner and its agents, employees and representatives for any and all damage to person and property. Owner's safety measures are neither a warranty of safety nor a guaranty against crime or of a reduced risk of crime. Resident acknowledges that security devices or measures may be changed or removed by Owner without notice or compensation, and/or may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that he or she should not rely on such devices or measures and should take steps to protect himself or herself and his or her existing property notwithstanding these devices. Resident agrees to immediately notify Owner's representative of any malfunctions involving locks and life-safety building components. Should Resident become seriously injured or imperiled at the Property, Resident authorizes Owner and its agents to call 911 Emergency at Resident's expense, without legal obligation to do so.
21. **Abandonment.** If the assigned bedroom space or an apartment is abandoned or Resident's right to use them has been terminated, Owner may, without notice, secure the bedroom space and/or apartment with new locks, store or dispose of any personal property left in the bedroom space or apartment by Resident or Resident's Guests, and re-assign the bedroom space and/or apartment to others for use. Any such abandoned property or personal possessions shall be stored and disposed of by Owner as provided by law. Owner, in its sole reasonable discretion in accordance with applicable law, will determine when a bedroom and/or apartment is abandoned, which may take into consideration any one of the following: the removal of personal property from the bedroom space other than in the usual course of continuing use, the failure to pay housing charges or other charges, discontinuance of any utility service, and failure to respond to any notices, phone calls, or correspondence from Owner or its representatives.
22. **Vacating at End of Term; Renewal.** **This Agreement does not automatically renew, and Owner is not obligated to renew it.** Owner reserves the right to contract with others for the premises at any time, for occupancy commencing after the End Date. Upon termination or expiration of this Agreement for any reason, Resident will immediately vacate and relinquish the bedroom space and entire apartment, and all of Owner's fixtures, in a clean and sanitary condition, including removing all trash. Resident will pay all utility and service bills to the bedroom space and apartment (except those provided by Owner as specified above) and cancel all utility accounts in the name of Resident. Resident will return to Owner all keys issued to Resident by Owner. If all keys issued to Resident are not returned promptly to Owner, Resident will pay all costs associated with re-keying or reprogramming locks for the bedroom space and/or apartment, along with the cost of key replacement. If Resident fails to vacate the bedroom space and apartment by the end of the Term or upon earlier termination of the Agreement, Resident will pay agreed holdover charges equal to three (3) times the daily pro-rated housing charges during the Term (but not more than the amount provided by law), plus associated expenses, including attorneys' fees. In no event after termination or expiration of this Agreement will it be deemed to be renewed or extended.
23. **Security Deposit.** None.
24. **Casualty Loss.** If in Owner's reasonable judgment the premises or the Property is materially damaged by fire or other casualty, Owner may terminate this Agreement within a reasonable time after such determination, by written

notice to Resident, in which case Owner will refund prorated, pre-paid rent and all deposits less lawful deductions unless Resident and/or Resident's guest(s) caused the casualty, in which case all funds on account will be applied to all applicable charges related to the damages and Resident will be responsible for the balance of all charges for repairs. If following a fire or other casualty Owner does not elect to terminate this Agreement, Owner will rebuild the damaged areas within a reasonable time, and during such reconstruction, Resident will be provided a reasonable rent reduction for the unusable portion of the premises unless Resident and/or Resident's guest(s) caused the casualty.

- 25. Guarantor Information, Notice.** Owner reserves the right to notify any Guarantor of any action taken or notice given with regard to Resident under this Agreement. If Resident or Guarantor has supplied information by means of an application for residency, guaranty of payment or other documentation, Resident and Guarantor, as the case may be, represent that such information is true and correct and given voluntarily and knowingly. Owner and its management agent reserve the right to release any such information and/or Resident's account history to law enforcement, government officials, lenders and prospective purchasers of the Property, or to the court in any legal proceeding.
- 26. Use of Likeness.** As part of the consideration for this Housing Agreement, Resident authorizes Owner and its affiliates to make photographs and video recordings of Resident in community and resident amenity areas, and irrevocably grants Owner and its affiliates a royalty-free license to use Resident's image and likeness for all lawful purposes, including promotional purposes in advertising, video, web, social media and other formats.
- 27. DISPUTE RESOLUTION; MANDATORY ARBITRATION; CLASS-ACTION WAIVER.**
- (a) Claims Subject to Arbitration. Except as expressly provided below, the parties agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Agreement or a similar prior agreement, the Property or the relationship between Resident and Owner or Manager (including matters occurring prior to the date of this Agreement and disputes also involving third parties) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability.
- (b) Arbitration Process. Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association. The arbitration will be conducted in College Park, Maryland. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The parties to the arbitration will not request, and the arbitrator will not order, that any discovery be taken or provided, including depositions, interrogatories or document requests, except to the extent the amount in controversy exceeds \$50,000. The arbitration will be concluded within three months of the date the arbitrator is appointed. The arbitrator's findings, reasoning, decision, and award will be stated in writing and based upon applicable law. Judgment on the arbitration award may be entered in any court having jurisdiction. In the event that the arbitration results in an award which imposes an injunction or contains a monetary award in excess of \$100,000, the award will be reviewable on appeal initiated by filing notice of appeal with the AAA office within 30 days of the award, governed by the AAA Optional Appellate Arbitration Rules and conducted by a panel of three new arbitrators, ruling by majority, under the procedure for appointment from the national roster of arbitrators. Unless the applicable Arbitration Rules require otherwise, arbitration fees and costs will be shared equally by the claimant(s) and respondent(s), respectively, in any arbitration proceeding. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties will agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. *Because this Agreement memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.*
- (c) Claims Excluded from Arbitration. The following matters will not be subject to arbitration but will instead be adjudicated in the courts of Prince George's County, Maryland or such other court in which jurisdiction and venue are proper: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws; (b) a suit by Owner or its assignee for collection of amounts owed by Resident under this Agreement; and (c) any claim or dispute for which applicable law does not permit arbitration and requires adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in that court in lieu of arbitration.
- (d) Right to Opt Out of Arbitration. RESIDENT MAY OPT OUT OF THE FOREGOING ARBITRATION PROVISIONS BY SENDING EXPRESS WRITTEN NOTICE (VIA CERTIFIED US MAIL OR RECOGNIZED COURIER SERVICE) ELECTING TO OPT OUT OF ARBITRATION PROVISIONS,

WITHIN 30 DAYS OF RESIDENT'S EXECUTION OF THIS AGREEMENT, to: The Scion Group, Attn: Legal Department, 444 N. Michigan Ave., Suite 2600, Chicago IL 60611. Resident will continue to be bound by any other arbitration provision Resident did not opt of.

- (e) Applicable Law; Attorney Fees. All claims and disputes, including those adjudicated in arbitration or in court, will be governed by the internal laws of the State of Maryland with respect to contracts made or events occurring therein. Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties (including in arbitration) may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.
- (f) Class Action Waiver. **THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.**
- (g) Waiver of Jury Trial. **THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL FOR CLAIMS NOT SUBJECT TO ARBITRATION, WHICH WILL BE ADJUDICATED BY A JUDGE ONLY.**
- (h) Severability and Survival. To the extent any provision of this paragraph 27 is found to be unenforceable, it will be severed so the parties' intent to arbitrate will survive and arbitration will proceed without such provision; provided that if the class-action waiver is found unenforceable for any reason, the arbitration provisions of this paragraph 27 will be void. All of the terms and provisions of this paragraph 27 will survive the termination or expiration of this Agreement.

**28. Miscellaneous.** Failure of Owner to insist upon strict compliance with the terms of this Agreement will not constitute a waiver of Owner's rights to act on any violation. Owner's rights are cumulative and the exercise of any remedy by Owner will not exclude or waive the right to exercise any other right or remedy. Time is of the essence in the performance of this Agreement. Owner and its agents and affiliates make no representations or warranty as to the character or standing of any other residents of the Property. The lien of Owner's lender(s), if any, on the Property may be superior to Resident's rights as a resident and this Agreement may be made subject to the rights of such lender(s). This Agreement and any attached and signed addenda constitute the entire agreement between the parties and no oral statements will be binding. If any provision of this Agreement requires the permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner or its designated agent or representative or may contain such conditions as Owner deems appropriate and will be effective only if Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Any amendment to this Agreement, other than a change to the Community Policies, must be in writing and signed by Resident and Owner or its authorized agent. Notwithstanding anything to the contrary in this Agreement, to the extent Resident is obligated to pay attorneys' fees or to indemnify Owner, or to the extent Owner's liability hereunder is limited, such obligations and limitations remain subject to and apply only to the extent not prohibited by applicable law. If any provision of this Agreement is found to be unenforceable or inapplicable, then the remaining provisions will not be voided and will remain in full force and effect.

**29. Prince George's County Code of Ordinances.** Pursuant to Section 13-162 of the Code of Ordinance of Prince George's County, Maryland (the "Code"), this Housing Agreement is subject to the following specific provisions and any contrary provision of this Housing Agreement is superseded by the terms of this paragraph 28:

- (a) Owner warrants that at all times during the term of this Housing Agreement it will comply with all applicable provisions of any Federal, State, County, or municipal statute, Code, regulations, or ordinance (collectively, "Laws") governing the maintenance, construction, use, or appearance of the apartment, the bedroom space and the Property of which they are a part. Owner shall be obligated to maintain all facilities supplied with the apartment and the bedroom as enumerated herein, subject to written rules to be consistent with this Housing Agreement governing the use of the apartment, the bedroom space and the Property of which they are a part, which are reasonable and not in violation of Laws
- (b) Resident shall comply with all obligations imposed upon him/her by this Housing Agreement and by applicable provisions of all State and County statutes, codes, regulations and ordinances, and in particular:
  - (1) Keep that part of the premises which he/she occupies and uses clean and sanitary;
  - (2) Dispose from his/her dwelling unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner;
  - (3) Keep all plumbing fixtures as clean and sanitary as their condition permits;
  - (4) Properly use and operate all electrical and plumbing fixtures;
  - (5) Prevent any person on the premises with his/her permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor himself/herself do any such thing;

- (6) Comply with all legal covenants and rules which the Owner can demonstrate are reasonably necessary for the preservation of the Property and persons of the Owner, other residents, or any other person;
  - (7) Refrain from interfering with the rights of other residents to peacefully enjoy the use and occupancy of the premises;
  - (8) Provide to the Owner a copy of the key necessary to gain access to the premises if locks have been added, altered or changed by the Resident from the date of this Housing Agreement (provided further that Resident agrees not to change any such locks without the prior, written consent of Owner, which Owner may withhold in its sole and absolute discretion.
- (c) Owner shall give Resident notice to quit the premises as required by law.
  - (d) Upon termination of this Housing Agreement, Owner shall provide to Resident an itemization of any damages chargeable to the Resident.
  - (e) Equipment included in Resident's apartment includes, but is not limited to, heat, water, and hot water, air-conditioning, washer, dryer, dishwasher, and garbage disposal, it being understood that Resident shall be responsible for the payment of utilities in the manner provided in paragraph 7 of this Housing Agreement.
  - (f) In addition to the maintenance services described in paragraph 28(a), above, Owner shall maintain the grounds and common areas of the Property and shall provide for trash removal.
  - (g) Owner warrants the habitability of the bedroom space, the apartment and the Property as required by law.
  - (h) Owner agrees that it shall not engage in any retaliation or any retaliatory actions in violation of Section 13-160 of the Code or of Section 8-208 of the Real Property Article of the Annotated Code of Maryland.
  - (i) Owner hereby acknowledges that rent escrow is a lawful tenant remedy.
  - (j) Any resident who is blind or deaf shall be entitled to keep and maintain a dog (certified as being specially trained to aid the resident in his handicap) of the resident's choice within the bedroom space, the apartment, the Property and all other related structures in accordance with applicable laws.
  - (k) Owner does not carry any insurance on the residents' personal possessions. If Resident wishes to be insured, an insurance carrier which provides renter's insurance should be contacted. Owner requires that Resident initial this provision.

\_\_\_\_\_  
Resident Initials

*[signatures on page 1]*

*University View is an Equal Opportunity housing provider.*



## COMMUNITY POLICIES

*Last revised October 26, 2018*

- 1. Community Living Standards.** All residents are expected to comply with established standards of community living, including maintaining adequate standards of personal hygiene and room cleanliness to avoid interference with the general comfort, safety, security, health or welfare of the community or a resident's roommates. Any personal safety or welfare issues should be brought to the attention of management; any resident forcing or attempting to cause another resident to leave his/her own apartment may be subject to termination.
- 2. Dangerous or Disruptive Activities.** Activities that endanger residents and/or the community are strictly prohibited, including but not limited to being on roofs, climbing from windows and scaling or rappelling from outside walls, improper use of security doors or interfering with the locking of any door, throwing objects from windows, playing sports or participating in other outdoor activities in hallways, elevators or stairwells, or any violent, threatening, belligerent or unlawful acts.
- 3. Drug- and Crime-Free Policy.** As provided in the Housing Agreement and under Maryland law, any drugs, drug paraphernalia or criminal activity, by a resident and/or guests, will be considered a material breach by the resident of the Housing Agreement and may subject the resident to immediate termination. No resident or guest may engage in or facilitate criminal activity, including but not limited to the use, attempted use or threatened use of physical force against a person or property, or drug-related criminal activity (including the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined under applicable law), nor permit any part of the community to be used for or to facilitate such criminal activity. Proof of violation of these policies may be by the preponderance of the evidence and does not require criminal conviction.
- 4. Maintenance.** Service calls will be performed during normal work hours as specified in the Housing Agreement, except in the case of a legitimate property emergency. All service calls must be reported to the management office by telephone, in person, by e-mail to [office@uviewapts.com](mailto:office@uviewapts.com) or by submitting an online work order through the "Residents" link at [Live-TheView.com](http://Live-TheView.com) (preferred). Manager's maintenance technicians are not authorized to accept individual requests without the request being submitted as a normal work order through management. Service calls will generally be performed on a first come, first served basis with priority given to matters that may constitute a hazard or create significant discomfort for residents. Residents are expected to report maintenance or facility concerns promptly and may be held responsible for damage or utility charges for failure to report issues in an apartment.
- 5. Care of Premises.** Stickers, adhesive tape, nails, screws or hooks may not be used on floors, walls, woodwork or doors. Thumbtacks, pushpins and non-marking adhesive materials are permitted in moderation. All windows and exterior doors must remain closed when air conditioning is operating; this equipment does not function properly when windows are open.
- 6. Public Areas.** The sidewalks, parking areas, driveways, courtyards, stairways, elevators, corridors, and all other common areas may not be obstructed in any way by a resident or guest, including by garbage cans, supplies, shopping carts, bicycles or other belongings. If articles are left in any public areas, management may remove them at the resident's risk and expense.
- 7. Locks, Keys, Keycards.** Each Resident will be given one electronic apartment key fob, one mailbox key, one ID card, one magnetic keycard for clubhouse access, plus one garage access card, parking sticker and/or gate access card, if applicable. These keys, key fobs, keycards, stockers and ID cards must be returned to management upon vacating the premises. If a resident is locked out of an apartment, management will unlock the door (upon resident presenting photo ID) during office hours at no charge for the first instance; additional or after-hours lockouts will be charged to the resident at \$75 per instance. Replacement of a lost key device, sticker or ID will be charged to the resident at \$50 per electronic key fob (including lock reprogramming), \$25 per mailbox key, \$75 per ID card, and \$100 per garage access card, replacement parking sticker or gate access card. Any key device not returned at the time the premises are vacated will be charged to the resident at the same rates. No locks may be changed or added to any doors without management's written consent.
- 8. Cleanliness; Removal of Trash.** All garbage, refuse and other types of waste must be placed inside receptacles provided by management. No trash or other waste may be disposed of or stored on the grounds of the community, kept by an entrance door or in a hallway or stairwell, or placed in improper containers or elsewhere

in the community. Each resident (together with roommates as applicable) is responsible for cleaning and keeping the assigned apartment and all furnishings in a clean, safe and sanitary condition. Trash should be disposed of promptly and properly. Trash chutes are provided by management on each level of the community; however, furniture, chemicals, hazardous materials, batteries, computer monitors, televisions, computers, stereos or other electronic devices are not permitted in the dumpsters. All such materials must be taken by the resident to a local facility designed for disposal of such materials. Cigarette butts may not be left anywhere on the grounds of the community. Residents are expected to maintain private areas both inside and outside of the apartment. No trash may be kept outside of an apartment, even in bags or cans. Any resident or apartment violating any of the above policies will be charged an administrative fee of at least \$25 per bag (or portion thereof) to be disposed; continued violation may result in agreement termination.

- 9. Hallways, Stairwells, Windows and Doors.** Awnings or other projections may not be attached to the outside of any building. Windows, hallways and stairwells may not be used for draping articles, shaking dust mops, beating rugs, drying laundry, painting, or anything that may stain the foundation and/or surface of the area. Cigarettes, trash or other material(s) may not be left on or thrown from hallway, stairwell, window, parking area or doorway. No sign, banner or other fixture, including foil and/or film of any kind, may be hung in any window or on any door in a manner that may be visible from the exterior of the building. No external antenna, clothesline, sign, banner, flag or satellite dish may be erected on any building exterior. Only those window coverings supplied by Owner may be allowed to be seen from outside the building. Violations of this policy may be corrected by management (including cleanup and disposal of materials) at the residents' expense. Damage to shared or common areas, including adjacent hallways, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).
- 10. Smoking; Flammables.** University View is a 100% non-smoking facility; smoking is prohibited in all indoor areas at all times. The following items are prohibited in all buildings in the community: candles with wicks, incense, flammable liquids or gases (including propane and gasoline), or other flammable or incendiary substances.
- 11. Plumbing Fixtures.** Sweepings, matches, rags, towels, cigarettes, bottle caps, coffee grounds, bones and other obstructing materials may not be placed or flushed in any plumbing fixture. Any damage to plumbing caused by misuse will be repaired at the residents' expense.
- 12. Barbeque Grills.** Due to city, county and state fire codes and regulations, the use of or storage of gas or charcoal grills, or fuel containers related to these grills, are prohibited throughout the community except in common areas provided by management for this purpose. Any resident or apartment violating this policy may be subject to administrative fees of at least \$25 per day and/or referral to law enforcement.
- 13. Waterbeds.** The use of any type of waterbed or water furniture is prohibited except with management's prior written consent, following resident providing adequate additional insurance in management's discretion.
- 14. Light Bulbs.** Each apartment is furnished with working light bulbs at the time the resident(s) take possession. Thereafter, the expense of any replacement bulbs necessary or required will be the responsibility of the residents.
- 15. Common-Area Furnishings.** Furnishings provided in apartment common areas such as living rooms are intended for the common use of all residents of the apartment and may not be removed or taken into individual bedrooms. Furniture in any clubhouse or pool area may not be relocated.
- 16. Soliciting.** Any soliciting or distribution of any type of material within the community is prohibited without prior written approval from management. Please notify management of any suspected unauthorized solicitor so that appropriate action may be taken.
- 17. Guests.** All residents are responsible for the actions of their guests (including anyone permitted into the community by a resident, whether or not known to the resident) at all times. Residents are expected to ensure that guests observe all rules and policies applicable to residents. Any violation or act by a guest will be considered the violation or act of the resident. Guests must be accompanied at all times by the responsible resident when accessing common area amenities such as the pools, clubhouse, etc. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time. Except as otherwise expressly provided in the resident's Housing Agreement or Lease, any overnight guest requires the advance consent of all apartment-mates and may not stay at the community for more than two consecutive nights nor more than four nights in any 30-day period.

- 18. Parties.** Residents hosting or participating in social gatherings must at all times prevent excessive noise or disturbances that could interrupt the quiet enjoyment of others. Any gathering of 10 or more persons in any apartment must be registered with management at least one full business day beforehand. No apartment may host more than 12 persons (including residents and guests) at any social gathering, whether inside or outside the apartment. Loitering in exterior common areas or community facilities during quiet times of 11:00 p.m. through 9:00 a.m. is prohibited. "Open" parties are prohibited. Flyer announcements, block parties and multi-unit parties are prohibited. Management may require a party to disperse for reasons of safety or to prevent disturbance to other residents. Guests at any gathering are subject to parking restrictions and vehicles violating parking rules may be towed.
- 19. Noise.** Loud and boisterous noise or any other objectionable behavior by any resident or guest which may disturb other residents is not permitted. Good judgment and thoughtfulness for others should be used in the playing of musical instruments, stereos, television sets and all other sound sources. An apartment that is the subject of a noise complaint will, in management's discretion, be charged a \$50 administrative fee and may be referred to law enforcement. Multiple noise violations may subject the residents of an apartment to agreement termination.
- 20. Animals.** University View is a no-pets community. Any resident(s) keeping an animal will be responsible for any damage or injury caused by the animal. Any resident that allows a non-authorized animal in an apartment or into the community will be responsible for an administrative fee of \$200, must remove the animal within 24 hours, and will also be responsible for breach of the Housing Agreement. Unattended, stray and unauthorized animals may be impounded by management or law enforcement.
- 21. Exterior Lights.** Exterior lights on apartments and buildings are for the general safety of the community. Tampering with these lights in any way is prohibited. Prompt reporting of all outages to management is appreciated.
- 22. Moving Damage.** Each resident is responsible for all damage caused on the premises, whether in connection with moving into or out of his/her apartment or bedroom, and whether intentionally caused or not. This liability extends not only to the apartment units, but also to any damage done to any external or exterior portions of the community.
- 23. Inspections.** In order to ensure the health and safety of all residents and the preservation of the premises, management and maintenance staff inspects all bedrooms and apartments approximately quarterly. If at any time management believes there are urgent health, fire, safety, maintenance or security issues located in the resident's apartment, management and maintenance staff may enter with or without notice, as permitted by applicable law. If a scheduled inspection is to be performed, the residents will be notified approximately 48 hours prior to the inspection by notice placed at the front door of the apartment or otherwise delivered to one or more residents.
- 24. Recreational Facilities.** Owner has provided recreation facilities, amenities and areas for the use of residents and guests. In order that these facilities be used for the benefit of everyone and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. Management may add, remove, upgrade or modify any of the provided recreations facilities and amenities, without notice or compensation. All guests, as well as children of residents or guests, must be accompanied at all times by the responsible resident when using any recreational facility or amenity. Appropriate attire is required at all times when using fitness rooms and basketball courts. The use of proper footwear is required at all times on or around these areas. No attendant or supervision is provided for any of the recreational facilities, including fitness and weight rooms. Owner and management do not sponsor athletic activities and all participants undertake these activities solely at their own risk of injury and without supervision or warranty from Owner or management. In consideration of being permitted to use the recreational facilities and other amenities, each resident: assumes all risks in connection with the use of recreational facilities and amenities, including use by the resident, guests, family, friends and roommates; release Owner and management and their respective employees and agents from any liability for any injury, incident or damage which may occur in the use of recreational facilities and/or amenities, including risks both foreseeable and unforeseeable; and agree to hold harmless Owner and management and their respective employees and agents from any claim by a resident, guest or legal representative arising out of the use of recreational facilities and/or amenities.

- 25. Internet Connection; Lounges.** Internet connectivity is provided throughout the community for use by residents and guests. The lounges and study rooms are provided for the use of residents only; the display or other transmission of objectionable, pornographic, discriminatory, harassing or otherwise inappropriate material using any computer equipment provided by University View is prohibited. Users must abide by applicable laws at all times in the course of using community-provided computer equipment and/or Internet connections. The display, downloading, uploading or other use of materials in violation of the copyright or other intellectual property rights of any person are prohibited using any Internet connection or computer equipment provided by University View. Users of the Internet connection provided by University View must also abide by all acceptable use policies and other rules issued by the community's Internet service provider from time to time.
- 26. Mail and Packages.** University View is not responsible for mail delivery by the U.S. Postal Service or other carriers. Management may accept packages for residents in its discretion but is not responsible for loss or damage. University View provides package storing services under the supervision of Luxer One. All packages stored in the package room are under Luxer One's supervision and are not the responsibility of University View.
- 27. Tanning Facilities and Guidelines.** Owner has provided unattended tanning beds/booths for use by residents only. Use of the tanning facilities is subject to the following guidelines:
- A. **Anyone using the tanning facilities does so at their own risk.**
  - B. Failure to wear appropriate eye protection may result in permanent damage to the eyes. All users of the tanning facilities agree to wear protective eyewear at all times.
  - C. Repeated exposure to ultraviolet light causes burns and may result in premature aging and/or skin cancer.
  - D. If a user of tanning facilities is taking a prescription or over-the-counter drug, a physician should be consulted before using the tanning facilities.
  - E. If the user of tanning facilities is pregnant, a physician should be consulted before using the tanning facilities.
  - F. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain foods, cosmetics, medications or drugs. A physician should be consulted before using the tanning facilities if the user has any questions or concerns.
  - G. Users of the tanning facilities are responsible for understanding and abiding by all tanning facility regulations.
  - H. By using or accessing any tanning facility, the user acknowledges that he or she has read and understands the warnings stated above and assumes all risk for any injury, including death, or accident which relates to the use or misuse of the tanning facility, and will hold harmless Owner, its management agent and their respective employees, contractors and affiliates from any claim or liability arising in connection with use of or access to any tanning facility.
- 28. Swimming Pool Rules.** Due to strict regulations maintained by state and local authorities with regard to the operation of the swimming pools, the following regulations must be adhered to at all times:
- A. Notwithstanding the presence of a lifeguard, all swimmers and other users of the facilities, including residents and guests, will use the pool facilities at their own sole risk. Owner and management have no liability for any accident, incident or injury to a resident or guest.
  - B. Guests must be accompanied by the responsible resident in the pool area at all times. Children must be accompanied at all times by an adult.
  - C. Pool hours are posted at the entrance and may be adjusted by management at any time in its discretion. The pools may be closed at any time without notice because of necessary maintenance, repairs, inclement weather or for any reason in management's discretion. Anyone accessing the pool areas when closed will be considered trespassing and may be subject to criminal prosecution.
  - D. All glass containers are prohibited within the pool areas; violations will result in a \$50 administrative / cleaning fee.
  - E. All body and/or suntan lotions must be removed before entering the water. Any person having a skin disease, inflamed or infected eyes, cold or flu, other infectious ailment, cuts or blisters on the skin, or communicable disease may not use the pool facilities.

- F. Proper bathing attire must be worn while utilizing the pool areas. Jeans, cutoff jeans or other attire other than swim trunks or bathing suits may not be worn in the water. Nude swimming, nude sun bathing and sexual conduct are prohibited anywhere in the pool areas.
- G. Animals of any kind are not permitted within the pool areas.
- H. Running, horseplay, loud music, loud noise or other boisterous conduct is not permitted in the pool areas or other common area of the community.
- I. Chairs, lounges, tables, umbrellas and other furnishings may not be moved from the pool areas.

**29. Parking.** When permitted, vehicles may be parked only in those areas of the parking structure designated for parking, in a single marked spot. Vehicles may not be parked to any extent on landscaping, in handicap spaces (without a valid permit) or blocking reserved spots, no-parking areas or fire lanes. Only passenger vehicles of ordinary size, with current license plates and valid University View registration may be parked in the parking areas designated for residents. Limited guest parking is available in the parking structure in marked "visitor" spaces, but no vehicle may be left in place in public/visitor parking areas for longer than 24 hours and any vehicle left in these locations longer than 24 hours may be towed. Boats, trailers, large vans, campers and commercial trucks may not be parked or otherwise left anywhere at the community. No vehicle maintenance may be performed anywhere at the community except as expressly permitted by management. No vehicle may be left on the grounds of the community for more than 7 days without being moved, except with prior express consent of management. Any violation of parking policies will subject the vehicle to being towed at the owner's risk and expense and may also subject the resident to administrative fees. Owner, management and their respective employees and agents will not be responsible for any damage or loss to vehicles or contents for any reason, including in connection with towing, and each resident, on behalf of resident and guests, releases and will hold harmless Owner, management and their employees and agents from any claim or liability in connection with parking or towing of vehicles.

