

PRIME HOUSING

Deluxe Walk-to-Campus Student Apartments

Prime UT Housing Rules & Regulations **Attached to and made a part of Apartment Lease-Housing Contract**

All rules and regulations apply to all Resident/Guests and Invites. By signing below you acknowledge that this agreement is a legal document and is intended to be enforceable.

Maintain Order: Lessee(s) shall at all times maintain order in the Apartment Unit Premises (“Unit”) and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb other residents of the community. All radios, television sets, stereo equipment or any other band instruments or items which may cause noise, etc., shall be turned down to a level of sound that does not annoy or interfere with other Lessee(s) of the Community. No music lessons, either vocal or instrumental, shall be permitted on the premises at any time. Lessee(s) shall not permit any offensive noises and/or odors to originate from the premises at any time. Accordingly, at management’s option in lieu of declaring a default in the housing contract the following violation policy shall apply. First Violation: written warning; Second violation: written warning and a \$25.00 violation fee will be assessed to Lessee’s account; Third Violation: written warning and a \$50.00 violation fee will be assessed to Lessee’s account; Fourth violation: written warning, a \$100.00 violation fee will be assessed to Lessee’s account and at management’s option the housing contract may be declared in default.

No Obstructions: Lessee(s) shall not obstruct or use the driveways, sidewalks, courts, entry passages, stairs or halls for any purpose that ingress and egress. Lessee(s) shall not place any signs in the premises that are visible from the exterior of the building(s) of which the Premises are a part. Lessee(s) shall not allow bicycles or such other vehicles to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls of the community. Bicycle racks may be available for bike storage. Bicycles in common areas will be confiscated by the management staff. Confiscated bicycles may be claimed from the management office. Lessee(s) may be subject to fine that must be paid prior to the release of the confiscated bicycle. Bicycles may not be ridden in the hallways/balconies or breezeways of the building. Lessee(s) riding bikes in those areas will be subject to fines.

Rules of Conduct: All Lessee(s) are expected to abide by city, state and federal law. All Lessee(s) are expected to abide by Standards of conduct and be courteous of fellow Lessees.

Move-in/Move-out Procedures: Lessee(s) are required to follow established procedures when moving in and out of the apartments. To ensure an orderly move, please follow the procedures communicated by the Regional Property Manager. If you have questions about the process, please contact a member of the management team.

Light Bulbs: The Lessee will be responsible at their expense to replace all interior bulbs and tubes. All bulbs and tubes must be operational at the time the Lessee vacates the Premises or a charge will be assessed to replace. Lessee(s) may not remove exterior lights or globes. Lessee(s) account will be assessed a charge if management must replace exterior lights and globes. No halogen lights allowed inside of apartments.

Vehicles and Parking: The following rules and regulations shall apply to Lessee(s), all guests and invites at the Community. It is the Lessee's responsibility to make sure all Lessee(s) guests understand these parking rules and regulations and that their vehicles may be towed at their expense if parked improperly.

Vehicles without a valid issued Prime UT Housing parking sticker will be towed at the vehicle owner's expense. Vehicles with valid parking permit stickers are subject to the following rules and regulations in order to avoid towing. We would like to avoid having your vehicle towed from the property, but we need your help. Please comply with the following parking rules

1. Parking on the grass will result in additional fines.
2. Parking in the fire lanes is against city ordinance.
3. No parking in front of the dumpsters.
4. Do not take up two spaces with one car.
5. Handicap parking with permit only.
6. There is no Guest Parking available at the property.
7. All Lessees must have Prime UT Housing parking stickers displayed in the lower front windshield on the passenger side. If windows are tinted, the parking sticker must be displayed in the upper front windshield on the passenger side. (Lessor is not responsible for damage to tint.) Parking Stickers must be displayed in the vehicles they are registered to.
8. To replace a lost parking sticker there is a replacement fee of \$100.00
9. If a new vehicle is to be brought on property, the old sticker must be returned to the office.

Solicitation: For the Lessee's protection against fraudulent sales and annoyance, soliciting is not permitted in the community. A member of the management team should be notified if a solicitor is seen in the building.

Guests: Lessees may have guests in their apartment home over-night, however; prior arrangement should be made with roommates. Your guests are governed by the Housing Contract and Rules and Regulations, and it is your responsibility to make your guests aware of all policies. Lessee shall not have guest(s) for more than five (5) consecutive nights in any one month period.

Furniture and Fixtures: Removal of furniture from the assigned location, except with written permission, is not permitted. Lessees will also be charged for any furniture or other items assigned to their apartments found missing at the time of checkout.

Windows: Windows and doors at the Community shall not be obstructed by Lessee. If Management provides blinds on windows, then such blinds shall not be removed by Lessee. Any window treatment installed by the Lessee shall have a white backing. Lessee shall remove them at the end of the term and any damage to the Premises shall be repaired by Lessee at lessee's expense. Use of foil and other similar unsightly materials, including but not limited to neon or flashing signs advertisements, over windows is strictly prohibited. Lessee shall not throw anything out of the windows or doors. Lessee shall not leave windows or doors open during inclement weather. Lessee shall be liable for any damage to the premises, including but not limited to paint, walls, cabinets, carpets, floors resulting from failure to exercise reasonable care.

Locks: Locks shall not be changed or added at the Premises without prior written consent of the Management. If Lessee changes a lock with the Management's consent, Lessee shall provide

Management with a key to said lock. A service charge of \$50.00 will be paid by Lessee to change a lock. If Lessee requests Management personnel to unlock Lessee's Unit, Lessee shall pay a fee of \$50.00 which will be billed to the account ledger and paid within 48 hours of the service to the management office. If this service is not available at the Community and it is necessary for Management to employ a locksmith, the Lessee shall be responsible for all locksmiths' charges. Locks, with appropriate keys, shall be left in place upon vacating the Premises. Management shall furnish one key to each Lessee. If a key is lost or stolen then a Lessee shall pay a fee of \$50.00 for a lock change which will be billed to the account ledger and paid within 48 hours of the service to the Management Office.

Lavatories: Lavatories, sink, toilets and all water and plumbing apparatus shall be used by Lessee and Lessee's guests only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes and other foreign substances shall not be thrown in any plumbing apparatus.

Appearance: Clothing, sheets, rugs, towels, appliances or other items shall not be hung from windows, porches, or balconies of the community. Lessee shall keep neat and clean all patios, porches and balconies of the Premises and shall not use the same for storage of automobile tires and/or parts, firewood and other unsightly or heavy items.

Only outdoor furniture and related patio items may be placed on any patio, porch or balcony.

Use of grills on the patio/balcony of the Community is prohibited. Any grill found by management will immediately be removed and disposed of. The fine for having a grill is \$100.00.

Heavy Items: Lessee's shall not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc.

Trash: All trash and garbage shall be placed in sanitary containers in locations designed by the management office. Lessee agrees to place trash and refuse directly into such trash receptacles or dumpsites, and not left in the units or in the common areas, hallways, or similar places. The Lessee's account will be assessed a \$25.00 per bag of trash fee for all trash that must be removed. Management shall have the right to impose other reasonable charges for the violation of this provision as well as for any littering by Lessees.

Vehicles: Washing vehicles and performing mechanical work on the Premises is prohibited. Parking of race-cars, junk-cars or storage of any vehicle that is not operable is prohibited. Parking of boats, recreational or commercial vehicles, if applicable, in other than designated parking areas is prohibited. Any vehicle that must be removed from the Premises will be towed at the owner's risk and expense.

Alcohol/Drugs: Lessees and guests who are of legal drinking age (21) may possess and consume alcoholic beverages, but only as a private activity in private living areas (i.e., room and/or apartments) Residents and guests are legally responsible for their actions in all mental and physical conditions including those by alcoholic beverages.

Prohibited Conduct:

- The use of alcohol by anyone under the legal drinking age of 21.
- The transport and/or consumption of alcohol in opened containers in any public area.

- The manufacture or selling of alcohol.
- Public Intoxication.
- Guest and/or visitors consuming or possessing alcohol in the Unit of a host (Lessee) under the age of 21.
- Alcohol not being clearly consumed by those 21 years of age or older in a Unit shared by Lessees over and under 21 years of age.
- The use, sale or position of any illegal substance.

Illegal Drugs: The possession, use (without valid prescription), manufacture, or distribution of any drugs controlled by Federal or State law or drug paraphernalia is strictly prohibited.

Firearms/Ammunition/Fireworks/Explosives/Flammables: Fire arms, ammunition, fireworks, explosives, and flammables may not be stored in Lessee's Unit. Lessees found in violation of this policy will be subject to a minimum fine of \$100.00 and legal action.

Weapons: The possession of weapons is a criminal violation and will be prosecuted. "Weapon" includes, but is not limited to any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, knives of stated dimension, razors, throwing stars, nun chucks, and similar objects. Violators of this policy may be removed from property immediately and be subject to legal action.

Room Inspection: Management reserves the right to enter the Premise, Unit and/or Bedroom to perform routine inspections conducted at a minimum of once per month if not more frequently.

Damages: If a damage occurs in a common area (such as hallways, lobbies, or laundry rooms, etc.) and management staff is unable to determine the responsible party, then floors, wings, or the entire building may be charged for repairs and/or replacement of the damaged items. In addition, Lessees can be held responsible for the expense of repairing damage or loss done to community area and/or excessive trash in the hallways, courtyards, or other common areas.

Keys: Lessees will be provided with keys to their apartments and to their individual rooms within the apartments. You are responsible for your keys! Please keep them with you at all times. Lessees will be charged if keys are lost, stolen or misplaced and locks must be replaced.

Maintenance Requests: The community team members strive to provide comfortable environments. If Lessee needs to report a maintenance request for an apartment or room, Lessee should contact the management office and describe the problem.

Lessee acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of the housing contract relating to water intrusion, water damage, and mold. Lessee acknowledges that it has a duty to notify Management immediately upon discovery or occurrence of moisture control problems, water damage, water intrusion, or mold in the Premises. Lessee further agrees that if mold conditions are discovered in the Premise, Lessee will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Management.

Lessee shall also be responsible for any damage, including but not limited to damage from water and mold, which occurs as a result of Lessee's failure to give notice to Management within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Lessee hereby releases Management from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Lessee's failure to notify Management as required herein.

Flammable Items: Items that are flammable such as fuel, propane gas, etc., may not be stored on the premises, in resident's unit or bedroom or any storage area.

Open Flames: Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, lighted candles, alcohol burners) are not allowed in Lessee's apartments.

Decorations: Decorative items such as fishnets, parachutes, and other such items which are flammable are not permitted on the Premises, Lessees bedrooms and/or apartments unless they have been fireproofed. Lessees are allowed to decorate their rooms, but there are some restrictions. Only UL approved lights may be used to decorate a room. Lessees may not hang items (such as flags or posters) on the ceiling due to fire regulations. Flags and other decorations of any type are not allowed to be hung in or around windows in order to preserve the aesthetic nature of the building. Lessees are asked to consider fire and safety regulations when decorating rooms. Lessees are allowed to have flags on the inside of their room provided that the decoration is not visible from the outside when the windows are open. Door decoration – including note boards, posters, and stickers – is not allowed on the outside of your door.

Dart Boards: Dart Boards and darts are not allowed on the Premises. Violators of this policy will be held responsible for any damages incurred.

Irons: Ironing is permitted in apartment homes; however, irons must always be used with ironing boards that have a fire resistant cover. Irons with automatic cutoff mechanisms are required. Irons should never be left plugged into a socket when it's not in use. This policy also applies to curling irons.

Fire Lanes: Emergency lanes outside the Premises are strictly reserved for use by emergency vehicles only. Unauthorized vehicles parked in these areas will be towed away at the owner's risk and expense.

Extension Cords and Multiple Plugs: An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor covering or furnishings and may not be secured by penetrating the insulation.

Fire Safety Regulations: Safety regulations should be followed whenever a fire alarm sounds. Do not consider any alarm a false alarm. When the alarm sounds, you must vacate the building immediately. If you see smoke in the hallways or rooms, keep low to the ground as you move to the nearest exit. Once you are out the building, move away from the building and do not block emergency personnel and equipment. You may not re-enter the building until you receive notification from the local officials or the management staff.

Water Guns/Water Balloons: The use of water guns or water balloons is prohibited in or around the building. Lessees caught violating this policy will be subject to fines.

Lofts: Lofts are not permitted in the units. All beds must stay on the floor except for those designed to be bunked. Wooden platforms and cinder blocks are not acceptable. Lessees may not build lofts in their rooms.

Good Neighbor: Be aware of your noise level and daily habits. Lessees must respect the wishes and needs of those living around them.

Pest Control: All residential units are treated for pests. If you encounter a problem with pests in your Unit, please notify the management staff immediately so a work order can be processed. To help reduce the possibility of pests, follow these guidelines: store all food in sealed containers; do not leave food or dirty dishes out; empty all cans and bottles and rinse them with water; and do not leave doors propped open allowing pests to enter.

Amendments: Management reserves the right at any time to amend these Rules and Regulations as Management shall in its judgment determine to be necessary for the care and cleanliness of the Premises and for the preservations of good order, comfort and benefit of Lessees in general and for the efficient operation of the apartment community.

Date: _____

Premises Address and Unit Number _____

Resident's Signature _____

Resident's Signature _____

Resident's Signature _____

Resident's Signature _____

Resident's Signature _____