

UNIVERSITY COLUMNS

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Community Policies

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

You must follow the **STUDENT CODE OF CONDUCT** of the University. By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of Northwestern State University and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically outlined in the Student Code of Conduct.

SAFETY

S1. SECURITY - Neither Owner, Manager, nor their respective affiliates, members, employees, partners and shareholders (collectively the "Company") makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons. It is understood that the Company does not have any obligation to install: intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other related security and/or safety devices aside from those obligated by law ("Additional Security Devices"). In the event that one or more Additional Security Devices is present within the community, there is no obligation on the part of the Company to continue the use of any such Additional Security Device, and the Company shall not be in default of the terms of the Lease if any such Additional Security Device's use is discontinued and/or the Security Device is removed.

To the extent that the community is equipped with an Additional Security Device, the Company makes no representation or warranty as to: (1) the reliability of the Additional Security Device; (2) the effectiveness of the Additional Security Device as a deterrent or in the prevention of any incident related to your personal security/safety or to the personal security/safety of your family or guests; or (3) the security of personal property in the possession of or owned by yourself, your family and/or your guests. Please be advised that any cameras which have been placed within the community or amenities are not manned and are not designed or intended to provide personal security services for anyone.

A courtesy patrol may be provided by Northwestern State University Police from time to time at their sole discretion. You should not assume their presence. Northwestern State University Police may be reached by dialing 318-357-5431. In the event of a security-related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the management office and advise them of the problem. You acknowledge that the Company has no obligation to respond to calls relating to security. The Company is not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

ACCESS TO THE PROPERTY. Your key fob and gate card contains your personal electronic code. Your acceptance and use of the key fob, bedroom key and gate card are subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen key fobs, bedroom keys, and gate cards to us. Your number can then be programmed out of the computer to prevent unauthorized use of the key fob and/or gate card. Lost, stolen or damaged key fobs, bedroom keys and gate cards will be replaced for a minimum of \$75.00 charge (Key Fobs, Bedroom Keys, and Gate Card are \$75.00 each). This charge offsets the cost of the key fob and/or gate card and the cost of reprogramming the computer and/or rekeying the lock.
- B. Your right to use the key fob, bedroom key, and gate card ends when your lease ends or is terminated. You must return all key fobs, bedroom keys, and gate cards at that time. If you fail to return the key fob, bedroom key, and gate card when your lease ends or is terminated, you will be charged \$75.00.
- C. Do not let other people use your key fob, bedroom key, or gate card. Do not duplicate any key fobs or bedroom keys.
- D. Mere possession of a key fob, bedroom key, and gate card does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

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

Propping open exterior doors and gates is prohibited.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you are inside.
- Use deadbolt locks on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubt.
- Do not put your name, address or phone number on your key ring.
- If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
- Dial University Police or 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.

- Immediately report the following to us in writing, dated and signed:
 - Any need of repairs of locks, latches, doors, windows and smoke detectors
 - Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

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

PERSONAL SECURITY – WHILE USING YOUR CAR

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

PERSONAL SECURITY AWARENESS

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

STATUTORY NOTICE

The Louisiana Bureau of Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry, which is a public access database of the locations of individuals required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's Departments and Police Departments serving jurisdictions of 450,000 or more persons also maintain such information. The State Sex Offender and Child Predator Registry database can be accessed at <http://www.lsp.org/socpr/default.html> and contains addresses, pictures and conviction records for registered offenders. The database can be searched by zip code, city, and parish or offender name. Information is also available by phone at 1-800/858-0551 or 225/925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA 70896. You can also e-mail State Services at SOCPR@dps.state.la.us for more information.

COMMUNITY LIVING

L1. FIREARMS/WEAPONS/FIREWORKS – University policy prohibits the possession and/or use of fireworks on campus. Subject to applicable law, Resident must comply with any University policy related to firearms and other weapons. You must comply with all federal, state, local and University laws and regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

L2. ALCOHOL – Possession or consumption of alcoholic beverages by you and your guests is not permitted at University Columns Apartments. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. This includes empty alcohol containers. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable. If you violate the alcohol policy, you may face disciplinary and/or legal action.

L3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances, including but not limited to marijuana, is strictly prohibited and may result in eviction and referral to the College judicial officer and law enforcement agencies. This includes possession of any drug paraphernalia. In accordance with lawful procedures, the Department of Public Safety, &/or the local law enforcement agencies may confiscate and retain for evidence any such drugs found in possession of a student, in his/her apartment, or vehicle.

L4. VERBAL AND/OR PHYSICAL ABUSE - Residents and guests are to treat all neighbors, apartment mates, visitors, University Columns staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated.

L5. FAILURE TO COMPLY - You must comply with all written and verbal requests and instructions from University Columns staff and University officials. This includes requests to produce valid identification.

L6. NOISE - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. While we may establish

specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

- L7. BARBECUE GRILLS** - The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of each building and on the unit patios and balconies. After you use the community grills provided, please leave the equipment, grills, and area clean for the next person. Flammable liquids may not be stored in your apartment.
- L8. SMOKE DETECTORS** - Prior to the start of your Lease, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a \$100.00 fee.
- L9. COMMON AREAS** - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, or other common areas. You and your guests are required to follow the posted rules and regulations.
- L10. TOBACCO PROHIBITED** - In accordance with University policy, University Columns is a tobacco-free property. Smoking is prohibited in all areas (inside and outside) at University Columns. Prohibited use of items includes all forms of tobacco, including but not limited to electronic cigarettes, chewing tobacco and other products as listed in the University policy. Violation of this policy may result in cleaning fees if additional cleaning of the unit is required by us.
- L11. NUMBER OF OCCUPANTS** - Other than co-residents or authorized occupants, no one else may occupy the Premises. Persons not listed in the Lease may not stay in the Premises without our prior written consent.
- L12. VISITORS** - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests (both residents and non-residents) are allowed only with the approval of all roommates and only if the guests are registered at the front office. The maximum number of guests in an apartment at any one time shall not exceed two people for an efficiency apartment, two people for a two-bedroom apartment, and four people for a four-bedroom apartment. Guests must be accompanied by a resident at all times. Guests who stay after 12:00 AM will be considered overnight guests. Overnight guests are only allowed on Friday and Saturday nights. Approved guests may stay no more than 48 hours in a row, not to exceed six (6) nights in any given semester. Guests staying more than 48 hours without our permission shall be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease. No overnight guests under the age of 18 are allowed.
- L13. MINOR CHILDREN** - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.
- L14. APARTMENT UNITS** - We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fees and costs.
- A. We do not allow hot plates, George Foreman or similar grills, deep fryers or any open coil appliances in your Apartment.
 - B. We do not allow multiple-outlet, "octopus," plugs in your Apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
 - C. You may not use halogen lamps, candles, incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.
 - D. You may not hang, stick, or erect anything in, on, or about any windows if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.
 - E. All decorations should be temporary in nature so as to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, command strips, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted in your Apartment.
 - F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
 - G. We do not allow waterbeds.
 - H. Do not hang anything from sprinkler heads (if installed). Damage to these may result in flood damage which you will be responsible.
 - I. Aluminum foil may not be placed in windows as insulation or decoration.
- L15. ROOMMATE AND NEIGHBOR COUNSELING** - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:
- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
 - B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
 - C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
 - D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
 - E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a transfer fee to change apartments.
- L16. SATELLITE TELEVISION DISHES** - You may not install a satellite television dish or antenna without our written approval. Please contact our office to find out what you must do to obtain our approval.
- L17. IMPLIED CONSENT** - All students in a room/area will be held responsible of their behavior/objects in that room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.
- L18. CHRONIC MISBEHAVIOR** - A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offences might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem, which may result in a referral for eviction.

L19. HOVERBOARDS - The use, possession or storage of hoverboards or similar electronic, self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

OFFICE & MAINTENANCE SERVICES

01. OFFICE HOURS AND SERVICE PROCEDURES - Our business hours may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, for emergencies call the resident assistant on-call cell phone. The number is posted on the office door and is distributed to you throughout the year in various newsletters and notices.

02. MAINTENANCE MANAGEMENT SYSTEM - We take pride in providing you a well-maintained apartment home. We demand high standards of service from our suppliers, subcontractors, and service personnel. **During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager and immediately call the Resident Assistant that is on-call.** For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. **A written work order must be issued from our office for all service requests.** Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please email info@clvusa.com or address a letter to Campus Living Villages, to the attention of Vice President of Operations, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871-5100. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

03. CARPET CARE - To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). A vacuum cleaner is available for your use at our office. Please call us immediately for special instructions and assistance in handling carpet stains or damage.

COMMUNITY CLEANLINESS

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

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

C2. TRASH - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not transfer trash from your apartment to the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$50.00 fee if you place any trash, including cigarette butts, outside your Apartment or anywhere else on the property other than inside the dumpsters.

C3. PATIOS & BALCONIES - Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to boxes, tires, recyclables, and broken furniture. No apartment furniture is allowed.

AMENITIES

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

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

A3. POSTING - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas. You are also responsible for removing all posters, signs, and other items from the designated areas the day after your event.

A4. PARKING AREAS & PERMITS - All vehicles that you operate on the property must be registered with the University Police. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. Visitor parking is not available at University Columns. All vehicles that have not been properly registered may be towed at the owner's expense. You may not maintain, repair or wash vehicles on the property. You may have one vehicle registered in you or your parent's name parked on-site at any time.

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

BICYCLES - Ride bicycles on the streets only. Do not chain bicycles to trees or fences. If you keep a bicycle on the property, you do so at your sole risk of loss or damage.

A5. SWIMMING POOL - Access to the pool is for residents and registered guests only. Only one (1) guest per resident is allowed, and residents must accompany their guests at all times. The following rules shall apply to all residents and their guests.

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. **WARNING-NO LIFE GUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.**
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcoholic beverages may be excluded from the pool area.

13. No diving is permitted.
14. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

A6. NETWORK ACCEPTABLE USE POLICY - Access to some Property network or University computer resources require that each user have a unique identity. A computer identity represents the user in various system activities, to provide access to software and data, and to associate the user's own software and data with the identity. As such, any computer identity is an instrument of identification, and its misuse constitutes forgery or misrepresentation and is subject to disciplinary action.

In particular:

- Network resources shall not be used for any illegal or criminal purpose.
- Unauthorized attempts to gain root access or access to any account not belonging to the user on any Property or University network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any Property or University system is obliged to report it to the system administrators.
- Password sharing is prohibited. Users shall be held responsible for choosing safe passwords, ensuring file protections are set correctly, and for all use of accounts and user-ids assigned to them.

We, or the University, are not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect the Property's or University positions.

Computing and information resources are made available to individuals to assist in the pursuit of educational and other academic goals. It is expected that users will cooperate with each other and respect the ownership of work and information even though it is in electronic--rather than more immediately tangible-form. Rules prohibiting theft and vandalism apply to software and data as well as to physical equipment.

In particular:

- No computer system is to be used as a staging ground to crack other systems.
- No one shall alter or delete software, hardware, communications, or data belonging to someone else without authorization.
- Users may not browse, access, copy, or change private files without authorization. Users may not attempt to modify the computer system or software in any unauthorized manner.
- Use of the system for commercial purposes, either for-profit or not for profit, is strictly prohibited.
- Users ought to adhere to posted system policies, procedures, or protocols, such as time or storage limits, where those policies, procedures, or protocols are consistent with this policy. Refusal may constitute failure to comply as defined in the University Columns Community Policies.
- The use of invasive software, such as "worms" and "viruses" destructive to computer systems, is unethical and illegal.
- Copyrighted software must only be used in accordance with its license or purchase agreement. Users do not have the right to receive or use unauthorized copies of software, nor to make unauthorized copies for themselves or others.
- Attempting to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Gratuitous consumption of system resources (disk space, CPU time, and bandwidth) will not be tolerated

BED BUG ADDENDUM

This Bed Bug Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. **Purpose.** It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. **Inspection.** You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.
3. **Representations.** We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. **Access for Bed Bug Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. **Duty to Report.** You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. **Cooperation & Responsibilities.** Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. **Indemnification.** Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. **Default.** Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. **Severability, Waiver and Survival.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

By initialing, Resident acknowledges that Resident unconditionally agree to all obligations within this Community Policy: