

2009-2010 HOUSING AND RESIDENCE LIFE

Flex Plan Agreement

3101 University Circle, Ogden, UT 84408
(801) 626-7275

FLEX MEAL PLAN

All Promontory Tower and Wasatch residents are required to have a Flex Plan.

A Flex Plan is optional for University Village residents.

All Flex Plan dollars may be used at all Retail Food Service locations on campus; while \$100 is allocated for selected off-campus locations. All on-campus food locations are retail only. It is not a traditional or all you can eat board plan. The Flex plan is available at all food retail operations on-campus. Also, the flex dollars available, exclusively on campus (\$675), have an added bonus from Sohexo (our food service provider) of an additional 10% of purchasing power (an additional bonus of \$42.50 of flex dollars). Students may use their Flex Dollars to purchase items for themselves and their guests. Any remaining balance of Flex Dollars will roll over from Fall Semester to Spring Semester, provided the student is enrolled in a flex plan for Spring Semester.

The Flex Plans Options for Residents are as follows:

PT/Wasatch Double Room – \$775.00 per semester (Fall and Spring)

PT/Wasatch Single Room – \$775.00 per semester (Fall and Spring)

University Village – \$775.00 per semester (Fall and Spring)

Flex Dollars are not available for Summer Terms and will expire at the end of the Spring Semester.

Student's flex plans are non-transferable. The student must present their ID Card to redeem Flex Dollars. Students may change their flex plan within the first 10 business days of each academic semester. No changes will be allowed after this time. Students may be released from their Flex Plan for the following reasons:

- The resident is no longer enrolled in classes at the University and is released from their Housing License Agreement.
- Medical requirements that the food service provider may not be able to fulfill. A detailed explanation and dietary requirements must be submitted by a medical physician and is subject to review by the food service provider. As the food service provider for Weber State University, it will determine whether or not it can meet the requirements as prescribed by the medical physician. Only in those circumstances where the dietary requirements are beyond the food service provider ability to meet, will a student be excused from the Flex Plan.

Students must honor the rules of access in the Dining Room. The Student must present their Campus ID Card for admittance to the Dining Room.

1. Any Student caught removing food from the Food Service Retail area without payment, or in the act of theft, will be presented to the Resident Life Administrator for Disciplinary Action.
2. Any student that fails to show reasonable respect and common courtesy for their peers, employees and/or management of the food service staff will be presented to the Resident Life Administrator for Disciplinary Action.
3. Any Student that causes damage or distress in the dining area will be presented to the Resident Life Administrator for Disciplinary Action

WEBER STATE UNIVERSITY

License Agreement Addendum ("Addendum")

1321 East 4600 S, Ogden, Utah, 84403

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DEFINITIONS

Resident: The Resident named in the License Agreement ("you" or "your")

Landlord (Owner): Weber State University ("us," "we" or "our").

University: Weber State University

Manager: Century Campus Housing Management, L.P. dba Campus Living Villages

Property: A 120-unit apartment project located at 1321 East 4600 South, Ogden, Utah 84403 and a residence hall located at 3101 University Circle, Ogden, Utah 84408.

This Lease is for the unit style accommodation of our choice.

This License Agreement is for the unit style accommodation of our choice. We will determine the specific bed space and Apartment number on or before the Starting Date:

Starting and Ending dates are indicated in Part II of the License Agreement.

The License Agreement Term is the length of time between the Starting Date and the Ending Date.

In the event the Starting Date and/or the Ending Date is different than those indicated in the License Agreement, (different dates must be approved in writing by us) then the rent shall be prorated based upon a daily amount. If the date of move-in is on or before the 10th business day, following the first day of classes at the College, there will be no prorated Starting Date and the Starting Date outlined in Part II of the License Agreement will be used.

If you are paying with financial aid (which must be approved by us) you must sign an addendum to the License Agreement labeled Financial Aid Deferment and you agree to pay the Rent as set forth in that addendum.

All checks and money orders must be payable to "Weber State University—Office of Housing and Residence Life."

Your initial deposit is **\$175.00** (a \$150.00 Security Deposit plus a non-refundable License Agreement Processing Fee of \$25.00).

All students living in Promontory Tower are required to purchase a Flex Plan, from Dining Services.

1. DESCRIPTION AND RELOCATION

This Agreement is between you and us and represents a temporary and revocable License Agreement to use the Premises in the Weber State Residence Halls as assigned at the sole discretion of the Director of Housing & Residence Life. Acceptance of a Student's application hereunder is a privilege afforded by the University dependent on availability and other factors consistent with community living standards and not a right or entitlement of Student status at the institution. The "Premises" is defined as including each of the following:

- Your sole use of the Bedroom in the Apartment or Residence Hall room;
- Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Property (for purposes of this agreement, "Common Areas" are those areas within the Apartment or Residence Hall to which you have access without going into another Bedroom, and, within the Property, those areas to which all residents have general access); and
- Your joint use of all appliances within the Common Areas of the Apartment.

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or to another four (4) bedroom Apartment in any building or from one room in the Residence Hall to another room in the Residence Hall. If we relocate you, we will pay the costs associated with changing your phone and cable TV only.

2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a student at the University where the Apartment or Residence Hall is located. It will be used only as a private residence and for no other purpose. While you can not license any part of your Premises to another person, you may be able to transfer your rights under this agreement to another person if we give our written consent, but the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be responsible for all of the obligations under this License unless we specifically agree, in writing, to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

Only three (3) other residents may live in the Apartment in University Village; in the Residence Hall Single room no other residents may live in the room and in a Residence Hall Double room one (1) other resident may live in the room. We have the right, when any bedroom within the Apartment or bedspace in the Residence Hall is unoccupied, to place a new resident in the unoccupied bedroom or room unless you and all other residents in the Apartment or room agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom or room. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Agreement. If your roommate or a potential roommate was not truthful on their Agreement we are not liable, but that person could be in default under their agreement.

3. LEASE TERM

The License Agreement starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the Term or reduce your liability), but you cannot occupy your Premises until we have complete and executed license agreement documents and any required guaranty. If we do not provide your Bedroom to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).

4. HOLDOVER

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) of the rental rate for the extra time that you stay in the Premises (payable daily in advance without notice or demand).



campus living villages.

Managed By:
Century Campus Housing Management L.P. dba
Campus Living Villages
1001 Fannin Suite 1350
Houston, TX 77002
713-871-5100
www.clvusa.com



5. MOVE-IN

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their **"AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

6. MOVE-OUT

A. The rest of this paragraph applies unless the Agreement is terminated (see Section 30) or cancelled (see Section 31). If you intend to leave the Premises permanently, whether on or prior to the Ending Date, and you want us to return to you any remaining Security Deposit, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rent through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Director's written acknowledgment that the move-out notice has been received. **Even if you give proper notice you are not released from liability under the Agreement unless all payments to date have been paid. If you do not give us the move-out notice as described above we will deduct \$50.00 from your Security Deposit. This amount will be deducted prior to any other amounts you may owe are deducted.**

B. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, and kitchen appliances in the Common Areas, must be clean and in good repair and condition, reasonable wear excepted. If you fail to clean or if any appliances have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your Bedroom or Apartment until after you have moved out.

C. If you leave any of your property in the Premises after you leave or after the end of this License, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you for such action.

D. The rest of this paragraph applies unless the Agreement is cancelled (see Section 31). If you move out before the end of the Term, you also have to pay us a reletting charge of \$150.00. The reletting charge is not a cancellation fee, buy-out fee or a limitation on damages collectible by us since you have still violated the Agreement and your Rent for the remainder of the Term is still payable to us. Rather this reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, and marketing costs.

7. SECURITY DEPOSIT

Once you sign the application, you will be required to deposit with the Manager the Security Deposit (this may be in the form of an Application Deposit which is transferred over as the Security Deposit) as partial security for all of your obligations under this Agreement (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Agreement). Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds

necessary to restore the Security Deposit to its full amount. You can not use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Agreement, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rent or other obligations. You agree that we have thirty (30) days after the later of (a) expiration or termination of this Agreement, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Property and if your Security Deposit is transferred to the new owner, we do not have any further liability to you for the return of all or any portion of the Security Deposit -- you must look to the new owner. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

8. RENT AND ADDITIONAL CHARGES

You will pay us the Rent on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rent is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rent for any purpose, including an Act of God, unless we do not provide your Bedroom to you. You may not reduce any Rent payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. All checks and money orders must be payable to "Weber State University-Housing." If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations. **You are required to enroll in the WSU monthly payment plan through eweber (your student portal).**

a. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 2nd of the month, then on the 3rd of the month, if it remains unpaid, we can charge you a late charge of \$25.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$50.00.

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all costs or charges associated with provision of special services to you at your request (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this Agreement.

9. UTILITIES

All utilities including extended basic cable television, local telephone service (but not equipment), gas, water, sewer, garbage collection, and electricity are included in your rent payments. Promontory Tower has a hall phone provided. Utilities may not be individually selected.

All utilities may be used only for normal household purposes and must not be wasted.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

10. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which the University adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are

considered to be a part of this Agreement and either the University can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Agreement.

By your execution of this Agreement, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Apartment or Room as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property including, without limitation, the institutional rules and policies of the University (collectively, "Governmental Regulations"). The University may enforce and apply Governmental Regulations on the premises of the Property, including the Apartment or Room covered by this Agreement and to any person in or on the premises of the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

11. PARKING RULES AND REGULATIONS

All vehicles owned or operated by you may be required to have a University or Property parking sticker if we have so designated. Guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces are available on a first come, first served basis. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator.

Your vehicle may be towed immediately, without notice, for the following violations:

1. Parked in a fire zone, tow away zone, no parking zone
2. Parked in a handicapped zone without proper identification
3. Parked blocking another vehicle
4. Parked blocking dumpsters
5. Parked in the grass, on sidewalks, or on curbs
6. Parked blocking an entrance or exit
7. Parked on property and not displaying a valid parking permit
8. Violations of specific university or college parking rules and regulations (Please contact their office for additional rules and regulations they may enforce).

In addition, vehicles that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with management:

1. Vehicles with expired plates or inspection sticker
2. Vehicles inoperable (must drive to the office to prove operable)
3. Vehicles abandoned or not being driven (i.e. Using our property as a storage facility)
4. Vehicles on jacks or blocks (unless posing a public safety hazard in which cases, such vehicles may be removed immediately without notice).

You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without prior written permission. During winter months snow removal is necessary and your assistance in moving your vehicle to alternate locations is required. Notices will be posted instructing you to move your vehicle and your compliance is required. Failure to comply may result in your car being towed and/or ticketed. Additional parking regulations may be distributed at move-in for which you may be responsible.

12. MAINTENANCE, ALTERATION AND REPAIRS

a. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Agreement or the negligent or careless use of

the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment or room by other residents of the Apartment or room if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Agreement.

b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply, you may be subject to damages, civil penalties and attorneys' fees. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.

c. On the Starting Date, we will provide lightbulbs for the light fixtures in the apartment or room. Thereafter, lightbulbs, with the exception of the fluorescent tubes, will be replaced at your expense.

d. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can not stop payment of or reduce the Rent.

e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

13. LIABILITY

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** We urge you to obtain your own insurance for losses due to such causes. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE

PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

14. CASUALTY LOSS

If in our reasonable judgment, the Premises, the Building or the Property is materially damaged by fire or other casualty, we may terminate this Agreement within a reasonable time after such determination by giving you written notice. If we terminate the Agreement, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this Agreement. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Agreement, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

15. NO PETS

Except as required by law, no pets are allowed (even temporarily) anywhere in the Apartment or room or the Property without our prior written approval. "Pets" include all mammals, reptiles, amphibians, birds, and insects. The only exception is fish. The fish tank may be no larger than 25 gallons. The feeding of stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this agreement. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

16. RIGHT OF ENTRY

Housing & Residence Life shall retain the right to maintain and preserve residence hall accommodations. Intentional and planned maintenance requires entrance into Student rooms at various times during the year. The Student hereby agrees that Housing & Residence Life personnel may enter the Student's room at any reasonable time in response to concerns regarding fire hazards, safety violations, equipment inspection, maintenance requirements, medical emergencies, environmental disruptions and to verify occupancy when all other normal means of contacting a Student have failed. Housing & Residence Life personnel will always attempt to locate an occupant of the room for permission to enter, but at times, it may be necessary to enter the rooms without the expressed permission from the occupant. The University respects the Student's right to privacy and will attempt to provide 24 -hour prior notification of need to enter for routine maintenance or inspection. If a Student initiates a request for maintenance, that request becomes permission for maintenance to enter the room within a reasonable time to repair the item. Housing & Residence Life reserves the right to remove and hold in storage any nuisance items or items hazardous to the building or its occupants (e.g. alcohol, explosives, chemicals, flame-burning items, or items deemed to be fire hazards). The Student hereby authorizes Housing & Residence Life personnel to allow access to the Student's room when access is requested by any law enforcement officer possessing a valid search warrant or under other authority authorized by law.

17. DEFAULT

a. You fail to pay Rent or any other amount owed under this Agreement as directed by this Agreement;

b. You or your guest violates this Agreement or any addendum to it, the Community Policies, any apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;

c. You fail to pay the electric service, which is payable by you and the other residents of the Apartment;

d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Agreement, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for 5 consecutive days);

e. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;

f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;

g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);

h. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Agreement or the Community Policies; or

i. Your status as a student at the University is terminated.

18. REMEDIES

If you are in default of this Agreement, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

a. Collect any fine imposed by the Community Policies;

b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Agreement;

c. Place a hold on your registration and board plan;

d. Terminate your right to occupy the Premises and institute an action for eviction, but not terminate the Agreement or end your monetary obligation for the Premises, by giving you written notice providing 24 hours for you to leave;

e. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Agreement or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the relet charge of \$150.00);

f. Terminate the Agreement and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;

g. Refer your account to collection agency;

h. Accelerate the remainder of the Rent due under this Agreement through the Ending Date; and

i. Do any combination of a, b, c, d, e, f, g, h or i; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Starting Date; however, we will retain an amount of \$150.00 as a relet fee.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

19. LANDLORD'S LIEN

All of your non-exempted property within the Premises is subject to a lien to secure payment of delinquent Rent or any other amounts that you owe us. If you have violated this Agreement, we can enter the Premises and remove and/or store all of

your non-exempted property, but in so doing, we will leave in the Bedroom a written notice stating the amount of the delinquent Rent or the other amount owed and the phone number, name, and address of the person to contact about the amount owed. Except for pets or worthless property, if the property is removed because of non-payment of Rent, non-payment of other sums or if you have left the Premises, we will store the property removed, but we are not liable for casualty loss, damage or theft of any of such property. If the property is removed because of eviction, we have no obligation to store the property, but if we do, we are not liable for casualty, loss, damage or theft. All costs of storage and our charges for packing, removing or selling such property are to be paid by you. Property can be redeemed by paying all delinquent Rent (and other sums due) as well as charges for removal, packing, storage and sale. Property not redeemed within 30 days, can be disposed of by public or private sale which can be held no sooner than 30 days after a reasonable attempt at delivering written notice to you of the date, approximate time and place of the sale (such notice to be sent by first class mail and by certified mail, return receipt requested, to your last permanent address on our books).

20. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

21. COSTS AND FEES

In the event we bring an action against you because of your violation of this Agreement, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

22. SUBORDINATION AND RIGHT TO ENCUMBER

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Agreement or it may elect to continue the Agreement. It is at the discretion of the holder of the mortgage documents. Your rights under this Agreement are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Agreement and you appoint us as your attorney-in-fact to execute any such document for and in your name.

23. SALES

Any sale of the Property shall not affect this Agreement or any of your obligations, but upon such sale we will be released from all of our obligations under this Agreement and the new owner of the Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

24. RESIDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly.

25. MULTIPLE RESIDENTS

Each resident of an Apartment or room is jointly and severally liable with the other residents of the Apartment or room for all License Agreement obligations relating to Common Areas and utilities; however, only you are liable for the License Agreement obligations relating to your Bedroom and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bedroom and their rent payable to us.

26. GENERAL

Timing is very important in the performance of all matters under this Agreement. Your execution of this Agreement confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Agreement is the entire agreement between the parties. We make no representations or warranties that all residents of the Property will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Agreement or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Agreement obligations are to be performed in the county where the Property is located. Unless this Agreement states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Agreement does not invalidate this Agreement. If any part of this Agreement is not valid or enforceable, it shall not invalidate the remainder of this Agreement.

27. LIABILITY OF LANDLORD

If we violate this Agreement, your damages (and those of anyone else) cannot exceed our equity in the Property, but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it (or a shorter period to cure if so required by Utah Law).

28. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS AGREEMENT. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

29. GUARANTY

If the Parental or Sponsor's Guaranty provided to you is not signed and returned to the Manager by the earlier to occur of (i) 7 days after the date this Agreement is signed, or (ii) one day before the Starting Date, you will be in violation of this Agreement. The person who signs must have their signature notarized or attach a copy of their driver's license or other governmental photo identification.

30. LEASE TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this agreement for marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us. **Tenants may have special statutory rights to terminate the license early in certain situations involving family violence or military deployment or transfer.** If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then you may terminate this License by giving written notice to us. Your notice shall terminate the agreement thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow termination. The Student may be released from the License Agreement by Housing & Residence Life when the Student completes a License Agreement Release form at the Housing Office and furnishes appropriate documentation to support one of the following exceptions:

1. The Student is not admitted to the University for any semester during the term of this License Agreement;
2. The Student ceases to be a registered Student at the University for the academic year, by withdrawing or graduating.

3. Housing & Residence Life recommends release of the License Agreement obligation.

31. LICENSE CANCELLATION

You may cancel this Agreement provided that you are current in your payment of Rent and other charges, and:

1. If you submit this Lease more than 90 days before the Start Date, you may cancel the Lease by notifying us in writing no later than 30 days from the date you submitted the Lease. Any non-refundable fees associated with this Lease will not be returned.
2. If you submit this Lease more than 30 days, but less than 91 days, before the Start Date, you may cancel the Lease by notifying us in writing no later than 72 hours from the time you submitted the Lease. Any non-refundable fees associated with this Lease will not be returned.
3. If you submit this Lease less than 31 days before the Start Date, you may cancel the Lease only as described in the following provisions:

a. You have not enrolled in the University before the Starting Date, **and** you notify us in writing at least thirty (30) days before the Starting Date that you wish to cancel the Agreement, **and** you pay to us \$150.00 as a Cancellation Fee; **or**

b. You have not enrolled in the University before the Starting Date, **and** you notify us in writing less than thirty (30) days before the Starting Date that you wish to cancel the Agreement, **and** you pay to us \$250.00 as a Cancellation Fee.

4. If you become eligible for December graduation during your lease term, you must provide written documentation at least 45 days in advance from a College or University Registrar / Enrollment Management Official that states that you are eligible for graduation during this period only. If this written documentation is submitted to our sole satisfaction, the lease will terminate the day after the date of official December graduation ceremonies. If you fail to graduate as planned or become ineligible after written documentation is provided, this lease shall remain in full effect.

Except as described above, you have no right to cancel this Lease. Except to the extent that your Security Deposit is to be used to pay any of your other obligations under this Lease, you may elect to apply the remaining Security Deposit, if any, toward the Cancellation Fee.

32. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Weber State University-Office of Housing & Residence Life, 3101 University Circle, Ogden, UT 84408, Attention: Director of Housing & Residence Life and a copy to Century Campus Housing Management, 1001 Fannin, Suite 1350, Houston, TX 77002, Attention: Regional Manager.

33. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this Agreement: License Agreement Guaranty, Community Policies and Board Agreement.

34. GOVERNING LAW

This agreement shall be governed in all respects by the laws of the state of Utah.

35. PRIVACY POLICY

This Privacy Policy sets forth the privacy practices of Century Campus Housing Management, L.P. ("CCHM") dba Campus Living Villages with respect to protecting the confidential nature of personal information, including your social security number and/or driver's license number reported by you with the submittal of a Lease Contract or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law.

The disclosure of your social security number and/or driver's license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor,

and, if applicable, to secure credit and criminal background reports. In addition, if you default on your Lease Agreement, we may use this information to report your default to both credit agencies and/or the University or College. The personal information you provide is stored in your resident lease file that is generally kept in a locked cabinet in the management office. All administrative personnel of CCHM, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.

2009-2010 HOUSING AND RESIDENCE LIFE

Exhibit A Community Policies

3101 University Circle, Ogden, Utah

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WELCOME

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

You must follow the **STUDENT CODE OF CONDUCT** of the University. *By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of Weber State University, the rules and regulations of Weber State University and the Student Code of Conduct and other 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 proscribed by the provisions of the Student Code of Conduct.*

SAFETY

S1. SECURITY - It is not possible for any apartment owner or manager to insure "security" or "safety." For your convenience, many features, such as perimeter fencing, deadbolt locks, and locked buildings are provided. The University Police Department provides police services in the Community from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the University Police at x6460 for non-emergencies and 9-911 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

Detailed requirements for card access can be found under the University PPM (5-44) for electronic access. For residents at University Village:

Electronic Access Cards. Cards shall be issued and managed by the Wildcard office. Upon move in a resident's card will be activated to work for the building they have been assigned to live in.

- Electronic access cards (wildcard) shall be used only by the individual to whom the card is issued.
- Duplication of cards other than by the Wildcard Office is prohibited. Any person who knowingly makes or duplicates a university card in any manner not authorized by this policy is subject to disciplinary action by the University, pursuant to established procedures and/or prosecution in accordance with 1953 Utah Code Annotated, Section 63-9-22 (misdemeanor).
- Electronic access will be renewed on a semester-by-semester basis.
- WSU reserves the right to terminate access at any time the University deems appropriate.
- Card(s) that are lost, stolen or damaged may be replaced at the Wildcard Office upon payment of the replacement card cost. If a card is lost or stolen, the WSU Housing & Residence Life shall be notified so that electronic access via the lost or stolen card can be terminated.

Visitors must know your apartment or room number before they arrive at your building. To gain entry, a courtesy phone is outside the entrance.

WAIVER OF WARRANTY; RELEASE OF LIABILITY – Housing & Residence Life, the University, and their respective managers, agents, representatives, officers, directors and employees make absolutely no warranty, express or implied, as to the effectiveness of the limited access gates and the access card system. You expressly waive any warranty, express or implied, as to the condition of the access equipment, its fitness for any particular purpose, or the likelihood that the fencing and gates will increase the amount of protection of you or your property, or decrease the possibility of forced, illegal, or unwanted entry into your apartment or the Project parking lots and grounds. You acknowledge that the access gates and access card systems are mechanical devices that periodically fail or are rendered inoperative. We may leave open some or all of the gates at our sole discretion. We do not guarantee that the limited access gates, or fencing will prevent theft, assault, vandalism, or damage to you or your property. You acknowledge that neither University Village Apartments, the University, nor their respective managers, agents, representatives, officers, directors and employees shall be liable for any disruption in the operation of the access gates, nor shall they be liable for any loss you suffer as a result of any problem, defect, malfunction or failure of this equipment. These Community Policies do not impose any responsibility, duty or liability upon Housing & Residence Life, the University, their respective managers, agents, representatives, officers, directors and employees as a result of the installation and/or operation of the access gates; and you release Housing & Residence Life, the University, their respective managers, agents, representatives, officers, directors, employees, successors and assigns from all liability connected therewith.

KEYS - Keys belong to us and must be returned to us at the end or termination of your agreement. You will be charged \$150.00 for each apartment key (in University Village), \$50.00 for each room key (in Promontory Tower) and \$15.00 for each mail key that is not returned, and for each replacement key that you request. Do not duplicate any key or give or loan your key to anyone. The following are safety and security suggestions and recommendations while living at WSU Housing:

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT/ROOM

- Lock your doors and windows, even while you're inside.
- When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
- Don't put your name, address or phone number on your key ring.
- If you're concerned because you've lost your key or because someone you distrust has a key, ask us to rekey the locks. You will pay for the rekeying.
- Dial 9-911 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 doorlocks, 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 and
 - Any malfunction of other safety devices outside your dwelling, such as broken gatelocks, 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/ROOM

- Lock your doors while you're gone. If you have installed additional safety devices with our written approval, also lock them.
- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- Tell your roommate where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't 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'll be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases or purses.
- Don't 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.
- Don't 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 can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

COMMUNITY LIVING

L1. FIREARMS – We do not allow firearms and other weapons on the property, except as expressly permitted by law. 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 and BB guns.

L2. ALCOHOL – University policy and state laws prohibit the possession or use of alcoholic beverages (including beer) anywhere in the facilities, grounds, or parking areas. Housing & Residence Life policy further prohibits possession of alcoholic beverage containers. We reserve the right to confiscate any alcoholic beverage or container.

L3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies. This includes possession of any drug paraphernalia.

L4. VERBAL AND/OR PHYSICAL ABUSE – Residents and guests are to treat all neighbors, apartment mates, visitors, Housing & Residence Life 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 Housing & Residence Life 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. 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 or room.

L8. FIRE ALARMS – We have installed building fire alarms in all buildings. If you are in one of those buildings when its fire alarm rings, you and your guests are required to immediately leave the building (this includes real alarms, false alarms and fire drills). If you, and/or your guests, fail to leave as required, you may be required to pay a fine. EXCEPTION: You are not required to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and/or your guests, intentionally cause a false alarm, you will be subject to a fine and/or eviction.

L9. SMOKE DETECTORS - At the beginning of your agreement we will test the smoke detector(s) in your Apartment/room for proper operation and working batteries. Thereafter, it is your responsibility to replace the batteries. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report to us any malfunctioning or inoperable smoke detector(s).

L10. 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, community center, lobby, or other common areas. You and your guests are required to follow the posted rules and regulations.

L11. SMOKING PROHIBITED – Smoking is prohibited by state law in our facilities. Smoking is only allowed 25 feet away from any facility.

L12. NUMBER OF OCCUPANTS - The maximum number of people living in an apartment shall be no more than four people in a four-bedroom apartment (University Village) or two people in a room (Promontory Tower). Guests staying more than 48 hours without our permission will be considered unauthorized occupants and you will be in violation of the lease.

L13. VISITORS - You are responsible for your guests' (whether invited or uninvited) compliance with all of these Community Policies and parking regulations. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Except for members of your family, overnight guests of the opposite sex are not permitted between the hours of 2:00 AM and 8:00 AM.

L14. MINOR CHILDREN - An adult must supervise your children, and the children of your guests, when outside your Apartment/room.

L15. APARTMENT/ROOM INSPECTION/ENTRY – We may enter the Apartment/room in situations as described in your agreement. Appropriate University staff may also enter your apartment/room to determine compliance with University rules and regulations or state and/or federal law.

L16. APARTMENT/ROOM UNITS – We recognize the importance of personalizing your Apartment/room. 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/room, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

- We do not allow hot plates in your Apartment/room.
- We do not allow multiple-outlet, "octopus," plugs in your Apartment/room unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.

- You may not use halogen lamps or incense in your Apartment/room. Do not store flammable liquids in or around your Apartment.
- You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
- 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, thumbtacks, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted in your Apartment.
- Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- We do not allow waterbeds or water filled furniture.
- Do not hang anything from sprinkler heads. Damage to these may result in flood damage, which you will be responsible.
- Windows screens may not be removed from your windows.
- Aluminum foil may not be placed in windows as insulation or decoration.
- We do not allow any open flames or burnt wicks in your apartment/room.

L17. 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:

- 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.
- 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.
- Our staff will follow-up and revise the roommate/neighbor contract if needed.
- 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.
- Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$75.00 transfer fee to change apartments/rooms.

L18. RESIDENT DISCIPLINE – Although eviction through a civil court is always a possible remedy for any violation of the agreement and its' addendum, management reserves the right to use an educational discipline process. It is our hope that this system promotes and encourages self-discipline, and that it will guarantee fundamental fairness to each resident. Involvement with certain violations may result in a monetary amount being assessed and may be outlined elsewhere in this lease. Most violations will result in educational sanction such as community service, probation, and research. The discipline process is as follows:

- Notification of possible violation and hearing with Resident Director
- Notification of sanction
- Right to appeal
 - A letter requesting an appeal and outlining the reasons for the appeal must be filed with the Assistant Director within (3) school days from the date of the sanction. The Assistant Director will review the appeal and make a final decision.
 - This decision may be appealed to a designated representative of the University. A copy of that appeal must be forwarded to both the University representative and the Assistant Director within (3) days after the Assistant Director's decision.

L19. SATELLITE TELEVISION DISHES – You may not install a satellite television dish.

L20. TRANSFERS - You may move from one apartment/room to another if you have our approval and pay \$25.00 to cover costs associated with make-ready and accounting setup. If you move to another apartment or bedroom within an apartment without our prior approval, you may be sanctioned and/or have to pay \$75.00 to us. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the

additional space and face disciplinary action.

OFFICE & MAINTENANCE SERVICES

O1. OFFICE HOURS AND SERVICE PROCEDURES

- Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, the phones will be answered by voice mail service for messages. A staff member is also available after hours. A drop box is available for messages and after-hours rental payments at the Housing & Residence Life Office.

O2. 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. Except during emergencies, 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. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40oF), losses of air conditioning (if the outside temperature is above 80oF), and rising water may be reported by calling the on call staff member. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

O3. CARPET CARE – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (we recommend at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage.

O4. EXTERMINATION – We treat all apartments/rooms for pests regularly. Residents cannot refuse extermination unless a written medical doctor's excuse is on file with the office.

O5. RENTAL PAYMENTS - Rental payments are due in advance, without demand, at our office in accordance with your License Agreement. You will be assessed a \$25.00 late fee for late payments. Our policy is to pursue all legal remedies for lease defaults, including court action and filing reports with the credit bureaus. Being reasonable and understanding we afford the following courtesies:

- A. Rent may be placed in drop box by 8:00 a.m. on day after rent is due and not be late.
- B. If the due date falls on a weekend or holiday, you may pay on the first business day after the weekend or holiday and not be late.

O6. SECURITY DEPOSIT REFUNDS - Your security deposit will be refunded by mail within thirty (30) days of the expiration or termination of your agreement, if you have met all the conditions of your agreement. We will inspect your Apartment/room only after you have completely moved out. You may schedule a walk through with a housing staff member, with 24 hours advance notice and during regular business hours. Pictures are taken of all damages. No partial refund of your security deposit will be made at any time during the agreement term. You must leave us your new address and phone number using the move-out notice form that we provide. You will not receive a refund of your security deposit unless you have given us a written move-out notice at least 45 days prior to the expiration of your agreement. The move-out notice must include your actual move-out date. In addition, you must check out properly and return all keys and access cards by the move-out date. Owner reserves the right to make necessary repairs at a later date when similar repairs in several apartments/rooms are needed and does not alter the responsibility of the Resident to reimburse Owner for such damage. If you feel an error has been made after receiving your deposit refund, place your request in writing within thirty(30) days after receipt of the statement of deposit. All inquiries will be addressed in writing.

COMMUNITY CLEANLINESS

C1. APARTMENT/ROOM CLEANLINESS – You must maintain your Apartment/room 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/room to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one roommate of a shared apartment/room moves out, all roommates must satisfactorily clean the apartment/room. If the apartment/room is not cleaned, a \$100.00 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 put your trash in the trashcans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment/room or anywhere else on the property (other than inside the dumpsters). The dumpsters only apply to University Village.

C3. PETS – The only pets allowed in WSU Student Housing are fish. The fish tank may be no larger than 25 gallons. Except as required by law, no other pets are allowed (even temporarily) anywhere in the facility or the Property. We will assess a fine of \$100.00 (which will include the required fumigation charge, if appropriate) if you violate this policy. If we catch you with a pet, you must remove the pet within 24 hours. If you violate this pet policy more than once, there will be additional fines and other disciplinary action.

AMENITIES

A1. LAUNDRY FACILITIES - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry. Refunds may be requested at the office. No washers and dryers are permitted in individual apartments/rooms.

A2. COMMUNITY CENTER AND LOBBY USE - We will utilize the community center and lobby for a variety of educational, recreational, and social programs. The center and lobby are also available for your use (i.e., study groups, organization meetings, etc). For further information on utilization of the 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.

A4. CABLE TELEVISION – Cable television is provided through the University and Resident acknowledges that the system is a mechanical one that may periodically fail or be rendered inoperative.

If you violate any of these Community Policies you are also breaching your agreement. Such violation may, at our sole discretion, cause you to be disciplined, fined, and/or evicted. These Community Policies are part of your agreement for a bedroom at Weber State University. All of your roommates in your Apartment/room must comply with these Community Policies as well. Thank you again for choosing Weber State University Housing as your home. If at any time you have suggestions for improving the quality of life or desire assistance, please contact us.