

Williams Campus Housing and Residential Life

on the ASU Polytechnic Campus

A warm welcome to our ASU UPPERCLASSMEN!

Dear Future Resident,

Thank you for selecting Williams Campus Housing on the ASU Polytechnic Campus! Living on campus has advantages such as the ability to walk to class and access to campus resources at your fingertips.

Carefully read the entire "Housing License Agreement" attached. Remember that by signing the License Agreement, you are acknowledging that you have read and understand the entire License Agreement/Addendum/Community Policies and are entering into a legal and binding contract which has financial penalties if cancelled.

When you complete and sign the License Agreement, you agree to be bound by the provisions contained in the License Agreement Addendum and accept the accommodations to which you may be assigned. New students' rooms are assigned after returning residents have been assigned.

Mail the completed License Agreement to:

Williams Campus Housing
5931 S. Sterling
Mesa, AZ 85212

IMPORTANT NEXT STEP: If you haven't already done so, please visit my.asu.edu and confirm your housing and meal plan preferences. This will allow you select the meal plan level you prefer and will process the required \$125 Housing Living & Dining Confirmation Payment (this charge will be added to your ASU Student Account). Your application for housing is not finished until you have completed this step. Please note that if you are assigned to Bell or Palo Blanco Halls, a meal plan is required.

Please remember that submission of this completed License Agreement DOES NOT guarantee you a confirmed bed space. You will be notified of your confirmed bed space upon receipt of a signed copy of the License Agreement from the Director, confirming your unit style and payment plan. It is only at the time you receive this written confirmation that you are guaranteed a bed space.

Again, thank you for choosing Williams Campus Housing. Please allow two to four weeks for processing and notification of your guaranteed bed space (room assignments for Fall 2009 will be mailed in July 2009). If you do not hear from us within this period, we welcome your phone call at (480) 727-1700 or e-mail inquiry at polyhousing@asu.edu

Thank you!

Managed by Campus Living Villages

5931 S. Sterling
Mesa, AZ 85212
480/727-1700 fax 480/727-1711

www.poly.asu.edu/housing

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See also the License Agreement Addendum ("Addendum")

PART I. YOUR DATA

1. (Print) Last Name _____ 2. First Name _____ Middle Name _____

3. Permanent Address _____ 4. City _____ 5. State _____ 6. Zip Code _____

(_____) - _____ - _____ 7. Current Telephone _____ 8. Cell Phone Number _____ 9. Email Address _____

_____ - _____ - _____ 10a. Social Security Number _____ 10b. ASU Student ID# (10 digit) _____ 11. Date of Birth _____ 12. Year of high school graduation _____

13. Emergency Contact _____ 14. Emergency Contact Telephone _____

15. Circle your gender: Male Female 16. Indicate university/college attending: ASU Polytechnic ASU-Other

17. Circle year in college: SO JR SR Graduate Faculty Staff/Intern OTHER: _____

HOUSEMATE / SUITEMATE

18. Housemate(s) / suitemate(s) requested: _____

19. Do you smoke? YES or NO

20. Do you mind living with someone who smokes? YES or NO

21. Are there any special considerations we should be aware of when assigning a room to you? (i.e. physical limitations, medical needs)

PART II. CHOOSE YOUR UNIT STYLE AND PAYMENT PLAN (please follow steps below)

- STEP 1:** Make your selection from the unit style for which you are willing to accept and rank order your preference by placing a number in the "Rank Order" box of that unit style. 1 = First Choice and 2 = Second Choice. **DO NOT "Rank Order" any unit style you will not accept assignment.**
- STEP 2:** Please select the term that best meets your needs by placing your initials in the box marked "Your Initials" for each unit style that you have given rank order (i.e. if you rank ordered two unit styles, then you must have a total of two initials, one next to each rank order). **If you are requesting to use financial aid to pay your rent you must make application by completing a Financial Aid Deferment.** The financial aid program is not offered during the Summer Term.
- STEP 3:** All applicants under age 23, must have a guarantor over the age of 23 with a valid U.S. Social Security identification number. If you do not have a valid Social Security Identification Number, you may elect to make application for residency by meeting our approved credit history standards or by paying the entire semester in full.
- STEP 4:** License holders requesting Bell or Palo Blanco Halls will be assigned to the minimum required meal plan. Preference changes may be made at www.asu.edu/housing until hall assignments are made. After assignments have been made, all requests for changes must be received in writing prior to July 1, 2009. Direct written meal plan change requests to reslife@asu.edu, or fax to (480) 965-1534. Meal plan costs are not included with housing rates.
- TERM:** Academic = August 19, 2009—May 14, 2010 Spring Only = January 16, 2010—May 14, 2010
 Full Year = August 19, 2009—July 31, 2010 (available for Shared Houses only) Summer = May 21, 2010—July 31, 2010 (available for Shared Houses only)

| RANK ORDER | Your Initials | Term | Payments & Due Dates | | | Total | Director Initials |
|------------|---------------|-------------|----------------------|----------|---------|---------|-------------------|
| | | | 7/25/09 | 12/20/09 | 5/25/10 | | |
| | | Academic | \$2,338 | \$2,338 | none | \$4,676 | |
| | | Spring Only | none | \$2,338 | none | \$2,338 | |
| | | Academic | \$2,338 | \$2,338 | none | \$4,676 | |
| | | Spring Only | none | \$2,338 | none | \$2,338 | |
| | | Academic | \$2,338 | \$2,338 | none | \$4,676 | |
| | | Spring Only | none | \$2,338 | none | \$2,338 | |
| | | Academic | \$2,684 | \$2,684 | none | \$5,368 | |
| | | Spring Only | none | \$2,684 | none | \$2,684 | |
| | | Academic | \$2,788 | \$2,788 | none | \$5,576 | |
| | | Spring Only | none | \$2,788 | none | \$2,788 | |
| | | Academic | \$2,450 | \$2,450 | none | \$4,900 | |
| | | Spring Only | none | \$2,450 | none | \$2,450 | |
| | | Full Year | \$2,450 | \$2,450 | \$1,620 | \$6,520 | |
| | | Summer | none | none | \$1,620 | \$1,620 | |
| | | Academic | \$2,453 | \$2,453 | none | \$4,906 | |
| | | Spring Only | none | \$2,453 | none | \$2,453 | |
| | | Full Year | \$2,453 | \$2,453 | \$1,635 | \$6,541 | |
| | | Summer | none | none | \$1,635 | \$1,635 | |
| | | Academic | \$2,115 | \$2,115 | none | \$4,230 | |
| | | Spring Only | none | \$2,115 | none | \$2,115 | |
| | | Full Year | \$2,115 | \$2,115 | \$1,410 | \$5,640 | |
| | | Summer | none | none | \$1,410 | \$1,410 | |
| | | Academic | \$1,845 | \$1,845 | none | \$3,690 | |
| | | Spring Only | none | \$1,845 | none | \$1,845 | |
| | | Full Year | \$1,845 | \$1,845 | \$1,230 | \$4,920 | |
| | | Summer | none | none | \$1,230 | \$1,230 | |

PART III. YOUR ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge that I have received and read, and I understand and agree to the terms and conditions contained in the Housing License Agreement dated 02/09 as well as the Williams Campus Housing Community Policies dated 02/9. If I violate any of the Community Policies, I understand I am also breaching my License. Such violation may, at your sole discretion, cause me to be disciplined (including completion of community service hours), fined, and/or evicted.

I hereby authorize a signature submitted by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Along with this License Agreement, I am submitting One Hundred Twenty Five Dollars (\$125) to be used for the Housing Living & Dining Confirmation Payment, required by the Addendum, for any accommodations I selected previously in Part II. In addition, I understand RHA Dues of \$20 per semester have been included in the first payment of each semester (\$40/year total). The RHA fee is non-refundable once I move into my residence, regardless of the length of time I reside there.

I agree to pay the total amount due for my Premises on or before due dates as outlined in the payment schedule and as outlined in the Housing License Agreement.

1. I have read and understand the Liability provisions below, (also incorporated in Article 13 of the Addendum). (Initial Box)

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.

2. I have read and understand the Remedies provisions contained in Article 18 of the Housing License Agreement. (Initial Box)

3. I have read and understand the Community Policies; Exhibit A dated 02/09. (Initial Box)

4. I have read and understand the Firearms & Ammunition Policies as stated in the Community Policies; Exhibit A dated 02/09. (Initial Box)

5. I have read and understand the Protective Cap information contained in Article 34 of the Housing License Agreement (Initial Box)

6. I understand that submission of this completed License Agreement DOES NOT guarantee me a confirmed bed space. I will be notified of my confirmed bed space upon receipt of a signed copy of this License Agreement from OWNER, confirming my unit style and payment plan in Part II & V (below) of this License Agreement. (Initial Box)

7. Lease violations, including failure to pay sums due, may also subject you to University sanctions, which may prevent you from enrolling at the university and from obtaining grades, transcripts or diplomas. (Initial Box)

8. I give permission for the college and/or university to release directory, registration, financial aid, and credit hour verification information and priority assignment status to Williams Campus Housing (as per the Family Education Rights and Privacy Act of 1974). (Initial Box)

YOUR SIGNATURE: _____

DATE: _____

PART IV. GUARANTY (required if you are under the age of 23)

GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID
"Guarantor cannot be the same as applicant"

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified, below, or (as applicable) as tenants by entirety if married, hereby guarantees the observance and performance when due of all agreements and obligations of Tenant under the Lease Contract, as same may be amended, renewed or extended from time to time by Landlord and Tenant, including without limitation, payment of all Rent when due. Guarantor's obligation hereunder is that of a surety, and in the event of a default by Tenant, Landlord may proceed against Guarantor without first proceeding against Tenant. This guaranty is irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor without the necessity of any suit or proceedings of any kind or nature whatsoever by Landlord against Tenant and without the necessity of any resorting to any security under the Lease or any need to give notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by law). Guarantor hereby expressly agrees to the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or reserved to landlord pursuant to the provisions of the Lease or available by law. Guarantor shall be primarily obligated under the Lease as if it had executed the Lease as Tenant.

Guarantor waives receipt of all notice from Landlord hereunder and under the Lease (except any non-waivable notices required by applicable law), including without limitation notice of default by Tenant and notice of any amendment of this Lease by Tenant. This Guaranty and/or any of the provisions hereof, cannot be modified, waived or terminated unless such modification, waiver or termination is in writing signed by landlord. Guarantor waives trial by Jury in any litigation involving the Lease or this Guaranty, Notwithstanding any contrary provision of the Lease, this Guaranty or of non-waivable law, no Landlord Party (as defined in the Lease) shall be responsible to any Tenant Party (as defined in the Lease), and Guarantor, for itself and all other Tenant Parties, hereby releases all Landlord Parties from, covenants not to sue any Landlord Party with respect to, and shall indemnify and hold harmless all Landlord parties against, all claims, losses, damages, suits actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death, or property damage or theft occurring in or with respect to the Unit or the Facility to the extent caused by or affecting Tenant or any guest of Tenant at the Premises, (ii) any crime or tortuous act occurring or committed in the Unit or the Facility, to the extent caused by or affecting Tenant or any guest of the Tenant at the Premises, (iii) any personal conflict between Tenant and any other person at the Facility, (iv) any interruption or failure of heat, electrical, water, sewer, telephone, cable TV, telephone or any other service at, or the malfunction of any machinery or appliances serving the, Premises, and (v) any defect in the heating, gas, electrical, water, or sewer systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of the Landlord or Agent. Guarantor acknowledges that neither the Landlord nor Agent has made any representations to Guarantor concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. Guarantor acknowledges that Landlord and Agent neither warrant nor guarantee the safety or security of Tenant or its guests against any criminal, tortuous or wrongful acts of any person and hereby releases all, and covenants not to sue any, Landlord Parties, with respect to all personal injury, claims, liability, suits, actions, and causes of actions against any Landlord Party, with respect to all personal injury, death or property damage suffered by Tenant as a result of any criminal, tortuous or wrongful act by any person, including without limitation another tenant at the Facility, but excluding landlord and Agent.

This Guaranty shall be enforced and construed in accordance with the laws of the state in which the Facility is located (without regard to principles of conflict of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all Landlord Parties and their respective heirs, executors, administrators, successors and assigns. By your Execution of this agreement, you represent that although the Tenant may not have yet reached the age of 18, the Guarantor Agreement is valid notwithstanding any attempt by Tenant to invalidate the Tenant contractual obligations because of the Tenant's age.

22. Guarantor Last Name _____ 23. Guarantor First Name _____ M.I. _____ 24. Guarantor Social Security Number _____
25. Guarantor Address _____ 26. City _____ 27. State _____ 28. Zip Code _____
(_____) _____
29. Guarantor Telephone _____ 30. Signature of Guarantor _____

PART V. CONFIRMATION AND OUR ACCEPTANCE **FOR OFFICE USE ONLY**

The OWNER has confirmed the Unit Type and Payment Plan assigned to you by their initials adjacent to the confirmed accommodations in Part II and signature at the bottom of this page.
BY: Mesa Student Housing L.L.C., OWNER

OUR ACCEPTANCE: _____, Owner's Representative DATE _____

**South Desert Village
Tenant Agreement of Understanding**

I hereby acknowledge, by my signature below, that I have received a briefing about the presence of lead shot beneath the protective cap in the vicinity of this rental house in the South Desert Village. I understand that I have certain responsibilities to not disturb the protective cap, to promptly report any disturbances of the soil, and to abide by restrictions designed to protect the cap. All my questions about the purpose and location of the cap have been answered.

| | |
|-----------------------|--|
| Name | |
| Rental House # | |
| Date | |
| Witnessed by: | |

Must be completed by all residents of South Desert Village (Family and Shared Houses)

WILLIAMS CAMPUS HOUSING

Upperclassmen License Agreement ("Addendum")

5931 S. Sterling, Mesa, AZ 85212
(480) 727-1700

The relationship created by this License between you and us is that of licensee and licensor, not that of tenant and landlord.

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DEFINITIONS

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

Licensor (Owner): Mesa Student Housing L.L.C. ("us," "we" or "our").

University: Arizona State University and/or Maricopa Community College District

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

Property: The residence halls known as Bell Hall, Palo Blanco Hall, Phantom Hall, and Mustang Hall and certain houses located in South Desert Village

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

This License is for the unit style accommodation of our choice. We will determine the specific room on or before the Starting Date.

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

The License 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.

Meal Plan Requirement: All students residing in Bell or Palo Blanco residence halls are required to purchase a minimum meal plan for both the Fall and Spring semesters. You are responsible for paying the meal plan provider directly if you are not an ASU student (ASU students will have meal plan charges added to the ASU student account).

If you are paying with financial aid (which must be approved by us) you must sign an addendum to the License 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 "Williams Campus Housing."

The Housing Living & Dining Confirmation payment is \$125.00. **This amount is non-refundable.**

1. DESCRIPTION AND RELOCATION

We agree to provide to you and you agree to occupy, the Premises. The "Premises" is defined as including each of the following:

- Your sole use of the Bedroom in a shared house or your use of the whole house, depending on the choice indicated above; and
- Together with the other resident of the Room, your joint use of the Common Areas in the Room and the Property (for purposes of this Lease, "Common Areas" are those areas within the Room to which you have access without going into another Bedspace, and, within the Property, those areas to which all residents have general access

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one room to another in any available shared house or residence hall on campus. If we relocate you, we will not be responsible for the costs associated with your move.

2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a student. It will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this License 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. We have the right, when any bed space or bedroom within the room or house is unoccupied, to place a new resident in the unoccupied bed space or bedroom unless you and all other residents in the room or house agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bed space or bedroom. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this License. If your roommate or a potential roommate was not truthful on their license application, we are not liable, but that person could be in default under their license.

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



VERIFICATION OF STUDENT STATUS TO MAINTAIN ELIGIBILITY TO LIVE IN HOUSING - It is the responsibility of the license holder to provide documentation each semester that the license holder is making adequate academic progress towards earning a degree or certificate. Residents are expected to be enrolled for six (6) or more credit hours during the fall and spring semesters. Should the license holder withdraw or be withdrawn from a class, which withdrawal results in less than six (6) credits hours being attempted by the license holder for the semester, for any reason, or fail to receive a passing grade in a class, it is the license holder's responsibility to inform the housing office in a timely manner (within five working days). Your eligibility to remain in campus housing will be reviewed during the fall and spring semesters. Failure to make progress in your chosen degree or certificate program will result in your license being terminated. By accepting an assignment at the Property, you give us permission for the University to release directory and credit hours verification and financial aid information relative to your eligibility and priority assignment status at the Property (as per the Family Education Rights and Privacy Act of 1974).

3. LICENSE TERM

The License 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 documents and any required guaranty. If we do not provide your Premises 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%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

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

You are obligated to pay rent until the Ending Date unless you qualify to terminate this License or cancel this License as discussed later in this paragraph.

A. You are required to give us at least forty-five (45) days written notice if you choose to move out of the premises. If you choose to move out prior to the Ending Date, there will be some charges associated with breaking your license that will be determined by how much notice is given and your reason for moving out. When you choose

the length of the License Term, please be aware of the potential costs associated with the breaking of your license. The license breaking charges will be determined on a case-by-case basis, but the charges will be calculated roughly in accordance with the following guidelines:

1. You may only cancel this License after the Starting Date if you meet the acceptable reasons for an early move-out and receive an approved written release from the license agreement. Charges are calculated based on the daily room rate of the number of days spent at Williams Campus Housing prior to move-out notification. In addition, rent will be charged at a daily rate for 45 days from the date of written notification (as required by your license agreement); any refunds due will be processed. If you fail to meet the approved and acceptable reasons for an early move-out you are responsible to pay rent until the Ending Date and all amounts due will be immediately accelerated.

B. Acceptable reasons for an early move-out, for the purposes of this paragraph are: graduation, pregnancy/birth of a child, marriage (occurring after the license start date), withdrawal/transfer from your academic institution, extreme financial hardship, extenuating medical circumstances, academic internship or student exchange program (supporting documentation must be provided). Approval of release based upon our sole discretion.

C. If you intend to leave the Premises permanently, whether on or prior to the Ending Date, we suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received.

D. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, balconies, 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 Premises until after you have moved out.

E. 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.

7. LICENSE TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this License for involuntary school withdrawal or transfer, divorce, loss of roommate, purchase of home, or any other reason other than death, unless agreed to in writing by us (see Paragraph 6 above or Paragraph 32 below for cancellation procedures).

A. 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 License thirty (30) days after we receive

the notice. In addition, you must provide a copy of the official orders, which allow License termination.

B. If you move to another ASU managed, owned or partner property AND can demonstrate that the majority of your courses are on the campus to which you are transferring, you may terminate this License by giving written notice to us. Your notice shall terminate the License one day prior to the start of your new License on the ASU managed, owned or partner property.

8. CONFIRMATION PAYMENT

Once you sign the License Agreement, you will be required to deposit with the Manager the Housing Living & Dining Confirmation Payment (this is not an advance payment of Rent and will not be our limit of damages if you violate the License). The Housing Living & Dining Confirmation Payment is non-refundable. If you later cancel your license agreement, you will also be responsible for Cancellation Fees as outlined in Section 31 of this document.

9. RENT AND ADDITIONAL CHARGES

You will pay us the Rent on or before the due date of your agreed upon payment plan, 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 Premises 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. **Cash will not be accepted without our prior written permission.** 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.

A. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 3rd day after the due date, then on the 4th day, we can charge you a late charge of \$30.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$50.00. You also agree to pay a \$30.00 charge for each returned check plus the above late charges until we receive acceptable payment.

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 our having to provide special services to you or on your behalf (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 License.

10. UTILITIES

If this License is for a bedroom in a shared house, we agree to furnish electricity, gas, water, sewer and garbage collection for your Premises. If you want telephone service, it will be at your expense and you must contact the appropriate provider.

Utilities furnished and paid by us may be used only for normal household purposes and must not be wasted. In the event your usage of utilities are considered to be excessive (as determined from the actual billings from the utility provider for your dwelling type (i.e. 2-bedroom, 3-bedroom), you may be responsible for a fee for such excessive use ("Excessive Use Fee"). We will notify you in writing of the amount of the Excessive Use Fee due and that amount will be due at the time that the next installment of Rent is due."

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.

11. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which the University or we 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 License and either the University or we 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 License.

By your execution of this License, 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 Premises as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property (collectively, "Governmental Regulations"). The University may enforce and apply Governmental Regulations on the Property, including the Premises covered by this License and to any person in or on the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

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 License 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, your approved occupants or your guests (this includes damages that may have been caused to the Premises by other residents of the Premises 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 License.

- B. **You must not disconnect or intentionally damage a smoke/carbon monoxide detector or remove the battery without immediately replacing it with a working one. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE/ CARBON MONOXIDE DETECTOR IN WORKING ORDER. WE ARE NOT.**
- C. On the Starting Date, we will provide light bulbs for the light fixtures in the Premises. Thereafter, light bulbs 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 submitted 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, 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.
- G. We will exterminate prior to your occupancy of a shared or whole house; thereafter, you must submit requests for pest control services to us.
- H. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:
- Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.
 - Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
 - Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.
 - Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety

and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.

- DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We can't fix problems in the Premises unless we know about them.

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 or the Property is materially damaged by fire or other casualty, we may terminate this License within a reasonable time after such

determination by giving you written notice. If we terminate this License, 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 License. If we determine that material damage has not been caused to the Premises or the Property, or, if we have elected not to terminate this License, 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

No pets, except fish, are permitted. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding 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 License. We may remove your unauthorized 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

Both we and the Manager and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or licensed by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing the Premises to prospective residents; or showing the Premises to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this License, and you will be liable for any damage caused thereby).

17. DEFAULT

You are in violation of this License if:

- You fail to pay Rent or any other amount owed under this License as directed by this License;
- You, your approved occupants or your guests violate this License or any addendum to it, the Community Policies, any rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- The electric service which is payable by you is disconnected or shut-off regardless of the reason why

(except for acts of God), including your failure to pay for the electric service;

- 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 License, clothes and personal belongings have been substantially moved out and you have not been in the Premises for 5 consecutive days);
- You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- 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;
- Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License or the Community Policies.

18. REMEDIES

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

- Collect any fine imposed by this License or the Community Policies;
- Sue to collect past due Rent and any other damages we have incurred because of your violating the License;
- Terminate your right to occupy the Premises, but not terminate the License or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to move out (if you do not move out in this 24-hour period, we may remove you and your belongings from the Premises and change the locks to the Premises);
- Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of this License 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 \$175.00);
- Terminate this License and your right to occupy the Premises by giving you written notice and providing 24 hours for you to move out (if you do not move out in this 24-hour period, we may remove you and your belongings from the Premises and change the locks to the Premises);
- Report all violations to credit reporting agencies;
- Draft your checking account any sums we say you owe that you have not disagreed with in writing;
- Accelerate the remainder of the Rent due under this License through the Ending Date; and
- Do any combination of a, b, c, d, e, f, g or h; 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 \$175.00 as a relet fee.

License violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas.

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

19. 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, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights unless we specifically agree to it.

20. COSTS AND FEES

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

21. SUBORDINATION AND RIGHT TO ENCUMBER

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

22. SALES

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

23. 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. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

24. MULTIPLE RESIDENTS

Each resident of a shared house is jointly and severally liable with the other residents for all license obligations relating to Common Areas and utilities; however, only you are liable for the License obligations relating to your bed space and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bed space and their rent payable to us.

25. GENERAL

Timing is very important in the performance of all matters under this License. Your execution of this License confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This License 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

License 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 License obligations are to be performed in the county where the Property is located. Unless this License 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 License does not invalidate this License. If any part of this License is not valid or enforceable, it shall not invalidate the remainder of this License.

26. LIABILITY OF LICENSOR

If we violate this License, 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.

27. 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 LICENSE. 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.

28. 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 License is signed, or (ii) one day before the Starting Date, you will be in violation of this License. The person who signs must have their signature notarized or attach a copy of their driver's license or other governmental photo identification.

29. 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 Williams Campus Housing, 5931 South Sterling, Mesa, Arizona 85212, Attention: Managing Director.

30. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this License: License Guaranty, Community Policies, Lead Paint Addendum and, if applicable, Housing License Addendum/South Desert Village.

31. LICENSE RENEWAL

If you intend to renew your License, you must renew the License forty-five (45) days prior to your Ending Date or during the stated renewal period deadlines each Spring. If you don't we may license your space to another person and you will be required to move from your space by the Ending Date.

32. LICENSE CANCELLATION

You may cancel this License prior to the Starting Date of the License and:

- a. You give us notice in writing at least thirty (30) days before the Starting Date of the License, that you wish to cancel this License and you pay us \$100.00 as a Cancellation Fee; or
- b. You give us notice in writing before the Starting Date of the License, but less than thirty (30) days before the Starting Date of the License and you pay us \$250.00 as a Cancellation Fee; or
- c. You give us notice in writing after the Starting Date of the License and you never move-in and you pay us a cancellation fee of \$400.00.

33. 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.

34. PROTECTIVE CAP

This section applies to all persons living in South Desert Village.

1. You are fully aware and informed of the presence of lead shot beneath the Protective Cap in that portion of South Desert Village described on Attachment A ("Remediation Area"). There are signs indicating the boundaries of the Remediation Area and on each house located within the Remediation Area.
2. You agree to tell us about any damage to the Protective Cap or to any of the signs indicating the boundaries of the Remediation Area or any of the individual house signs within the Remediation Area. Damage to the Protective Cap includes damage from erosion and from digging and burrowing, whether by people, pets, or wildlife.
3. You agree not to damage, destroy, or remove any of the signs indicating the boundaries of the Remediation Area or any of the individual house signs within the Remediation Area. You also agree that you will not allow any other occupants or guests of your house to do so either.
4. You agree not to do anything that will disturb the Protective Cap, including digging, trenching, gardening or planting. You also agree that you will not allow any other occupants, guests, or pets to do so either.

5. You agree not to allow any child under the age of seven (7) years of age (if your house is within the Remediation Area) or any pet that might dig in the Protective Cap to live in your house.
6. You agree to abide any request relating to the Protective Cap, the contaminated soil, or the lead remaining in the soil (including temporary relocation or license termination) from, and cooperate with any of the following: Arizona State University, the Arizona Department of Environmental Quality, the Environmental Protection Agency, the United States Air Force, and us.
7. You agree that we have the right to terminate the Housing License Agreement if you violate any of the provisions of this Addendum.

2009-2010 WILLIAMS CAMPUS HOUSING RESIDENCE HALLS AND SHARED HOUSES

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WELCOME

Williams Campus Housing provides a supportive on-campus living environment for students pursuing an educational degree and/or certificate programs offered through Arizona State University and the Maricopa Community College District (collectively, the "University"). Living on campus is a privilege and residents will be held accountable to demonstrate progress in completing their degree or certificate in a timely manner. The community will be governed by common courtesy, common sense, and respect for all residents and staff.

You must follow the standards of conduct in these Community Policies, **the Arizona State University code of conduct, the Maricopa County Community College District code of conduct and the License Agreement.** *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 Arizona State University, the rules and regulations of Arizona State University and the Maricopa County Community College District 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 proscribed by the provisions of the Student Code of Conduct.* **APEALS** may first be addressed in writing to the on-site Managing Director. If you are unsatisfied with this decision a written appeal may be forwarded to: Regional Director, Campus Living Villages, 1001 Fannin, Suite 1350, Houston, TX 77002. If an eviction is processed, the resident will receive written notification that will explain the reason for the eviction and when the premises must be vacated.

SAFETY

S1. SECURITY - It is not possible for any housing owner or manager to insure "security" or "safety." The ASU Police Department provides police services in the Property 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 ASU 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 ASU Police at (480) 727-3456 for non-emergencies or 911 to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

The ASU Police Department provides Uniformed Public Safety Escorts from building areas and campus parking areas during hours that classes are in session. Please contact (480) 727-3456 to request their assistance.

KEYS - Keys belong to us and must be returned to us at the end or termination of your license. You will be charged to re-key and re-core your room or house should you lose your key. This is for your safety and to prevent possible misuse of your lost key. Re-key/re-core costs vary depending on the number of lock cores per room/house. For exact costs, please contact the housing office at (480) 727-1700. Do not duplicate any keys.

RELEASE OF LIABILITY - These Community Policies do not impose any responsibility, duty or liability upon the Manager, the University, their respective managers, agents, representatives, officers, directors and employees to provide security; and you release the Manager, the University, their respective managers, agents, representatives, officers, directors, employees, successors and assigns from all liability connected therewith. The Manager and the University assume no responsibility for loss, theft or damage of the resident's personal property in or on campus housing premises. The resident is responsible for abiding by campus fire and safety regulations and agrees to obtain renter's insurance. There are different organizations with a presence at the Williams Campus. The Manager and the University are not liable for any accident, injury or damage caused by air traffic or other organizations located at or near the Williams Campus. The resident shall make no claims whatsoever against the Manager and/or the University. The resident must pursue the responsible organization if he/she is harmed in any way. Safety is the personal responsibility of the resident and their guests/occupants. The following is a list of security guidelines:

PERSONAL SECURITY – WHILE INSIDE YOUR ROOM/HOUSE

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks on the doors 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 911 for emergencies. Keep phone numbers handy for the police, fire and EMS. If an emergency arises, call the appropriate governmental authorities first, then call us.
- Check your smoke detector monthly for dead batteries or malfunctions. (Residence Hall smoke detectors do not require batteries).
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.

- Immediately report the following to us by completing a work order online or by calling our office:
 - a. Any need of repairs of locks, latches, doors, windows and smoke detectors; and
 - b. 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 ROOM/HOUSE

- Lock your doors while you're gone. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, and sliding door handle latch and sliding door security bar.
- Leave a radio or TV playing softly while you're gone.
- Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- Tell your roommate and/or suitemates where you are 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.
- 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 room/house since we cannot assume that responsibility.
- While away for an extended period, have your newspaper and water 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.

S2. SALES AND SOLICITATION – Soliciting by off-campus salespeople is not permitted on campus or within the residential community. A resident may invite a salesperson to visit them. Any person wanting the privilege of being invited to sell to groups or individuals must receive written

permission from our office. Unapproved vendors or salespeople are prohibited and should be asked to leave. If unapproved vendors and salespeople refuse to leave contact our personnel or ASU Police.

In the case of fund-raising events recognized by campus organizations, approval may be obtained through our office. Announcements and publicity items for the residential bulletin boards must be submitted to our office and approved prior to posting. No group or individual may act as a vendor or sales agent or in any way establish a business enterprise in the residential community.

S3. AIRPORT NOISE & TRAFFIC – Campus housing is subject to air traffic from the Phoenix-Mesa Gateway Airport, located on property adjacent and within the Williams Campus. The air traffic may be loud from time to time depending upon the type of aircraft in use. The time of the noise is neither predictable nor set at any specific time periods. The Williams Campus cannot regulate or control the air traffic. If you have questions about the airport, or need to contact them, call (480) 988-1013. Signing this agreement is an acceptance of your home/room in spite of the air traffic and noise.

S4. CHAIN LOCKS & DEADBOLTS – You may add a chain lock if the lock is installed from the inside only and must be left in place when vacating, or you must restore the door and frame to the original condition prior to check-out. You will be responsible for any damage that occurs if housing personnel must enter the home/room in the event of an emergency. You may add a deadbolt lock if the "BEST" brand is used and purchased through our office at the current rate. Only our maintenance personnel may install the lock. The additional lock will be keyed to our master key system. The deadbolts must be left in place when vacating or you must restore the door and frame to their original condition.

S5. LOCKOUTS – Identification will be required prior to being let into your room/house. It is your responsibility to carry your key at all times to prevent repeated lockout problems. During office hours contact the front desk to be let in to your room/house. During the nights and weekends, please contact the CA on duty at (480) 727-1700. No other unapproved occupants or resident will be allowed in to your room/house unless written permission to do so is on file with our office. Residents using repeated and excessive lockout privileges will be charged for such access.

S6. INSURANCE – You agree to purchase and maintain renter's insurance coverage for your personal property and liability insurance for damage to your room/house through misuse, accident or neglect. If you fail to comply with this paragraph, you agree to hold the Manager and the University harmless for any damage to your property or property of others by accident, natural or other causes or neglect.

S7. LEAD BASED PAINT & SAFETY INSPECTION PROGRAM – An assessment of the Property determined areas of the interior as well as the exterior paint to contain lead material. A complete copy of this lead-based paint survey is available in our office. Lead is a material that has been used in the painting of the interior and exterior of homes built prior to 1978. The use of such material was banned in 1978. When the paint remains intact, it is encapsulated in non-lead-based paint and poses no health threats. Peeling or damaged paint may pose a health threat. We have adopted certain precautions and maintenance procedures for each of the homes/rooms to ensure that the paint containing lead is not disturbed or handled by untrained persons. Therefore, trained personnel must perform all maintenance and repairs to property that contains lead materials. You must observe following rules and by signing this agreement you agree to the following:

1. Do not disturb the paint. If the paint is accidentally disturbed, do not touch or peel it. Call our office and

report the situation so we may take action.

2. Obtain our written permission prior to performing any maintenance or repair activity in the interior or exterior of your home/room or prior to performing any maintenance or repair that may in any way affect or alter the paint.
3. Report any water leaks causing ceiling or wall damage to our office.
4. Read the EPA pamphlet distributed regarding lead based paint. Additional copies are available in our Office.

In addition, a Lead Based Paint Safety Inspection will be performed periodically. Trained maintenance personnel will do the inspection looking for evidence of disturbed paint (i.e. peeling, cracking, or chipping). You will be given a minimum of 48 hours written notice prior to each inspection. In between inspections, if you notice evidence of disturbed paint, immediately report this to our office so that necessary repairs may be made.

You agree to comply with these rules and to review the Lead Based Paint Addendum, distributed when you moved in. If you violate these rules and, as a result, special repairs are necessary, you may be charged for the cost of any work performed. You understand that special repairs may occur at some point during your occupancy. In such event, at our cost for lodging, you agree to move to a fully furnished room/house at the Property or to a nearby hotel/motel of our choice for the period it takes to complete the special repairs.

COMMUNITY LIVING

L1. FIREARMS AND AMMUNITION – We do not allow firearms, ammunition, and other weapons on the property. You must comply with all federal, state, local and University laws and regulations pertaining to all weapons including, without limitation, explosives, fireworks, bows and arrows, illegal knives, martial arts weapons, air rifles, paint guns, mace, tear gas, sling shots, and BB guns. Residents and/or their guests found in violation of this policy will face immediate termination of the license agreement.

L2. ALCOHOL – Possession or consumption of alcoholic beverages by you and your guests at the Property must be in compliance with local, state and federal laws, and with the rules and regulations of the University. Please refer to <http://www.asu.edu/aad/manuals/usi/usi106-03.html> for details on the ASU Alcohol Policy.

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

L4. VERBAL AND/OR PHYSICAL ABUSE – You and your guests are to treat all neighbors, housemates and visitors, our staff, and University officials with courtesy and respect. Verbal abuse is not allowed which includes swearing, name calling, or any other language offensive or demeaning to the person. Language that threatens, intimidates, or injures another person because of that person's sex, age, gender identity, sexual orientation race, national origin, or personal characteristics and beliefs are not allowed. 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 our 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, car alarms, 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. Disorderly and disruptive activities are not allowed.

You are encouraged to first contact your neighbors about noise. If you are not satisfied with the neighbor's response, contact our office for additional assistance.

L7. BARBECUE GRILLS – You may not use barbecue grills, hibachis or any other incendiary smoke or flame producing items in the residence halls or common areas around the residence halls. You may not store barbecue grills, hibachis or any other incendiary smoke or flame producing items within five (5) feet of any building, structure, carport, or overhang of the patios, balconies, landings, breezeways or any common area of the home.

L8. SMOKE DETECTORS - At the beginning of your license we will test the smoke detector(s) in your house/room for proper operation and working batteries. Thereafter, it is your responsibility to replace the batteries (residence hall smoke detectors do not require 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).

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 courtyards, playgrounds, lounges, laundries, pool area, or other common areas. You and your guests are required to follow the posted rules and regulations. Common areas constitute any area outside the interior walls of the house/room and any area outside the patio walls (for houses). Common areas surrounding houses include, but are not limited to, sidewalks leading to the houses, concrete adjacent to houses (i.e. porches), and sidewalks leading to a patio. The sidewalks, driveways, passages, landings, and common areas shall not be obstructed nor shall they be used for any purpose other than ingress and egress from the rooms and houses. No personal items or belongings are allowed to be stored or left overnight in the common areas and must be stored in storage areas. Toys and bicycles must be put inside the house/room or storage each evening and when not in use.

L10. SMOKING PROHIBITED – We do not allow smoking in our office, the model housing, the study lounges or the laundry rooms. Smoking (including Hookah) is not allowed in any residence hall or shared house. Smoking is not permitted within 20 feet of residence halls. Properly dispose of cigarette butts in containers.

L11. NUMBER OF OCCUPANTS – If you have a license for a residence hall room, the maximum number of residents in that room is two (2). If you have a license for a group living home, a maximum of one (1) person per bedroom is allowed. Guests staying more than 48 hours without our permission will be considered unauthorized occupants and you will be in violation of the License.

L12. VISITORS - Visitors are welcome after consideration is given to the roommate/kitchen-mate/housemate's needs and rights. The privilege of 24-hour visitation is extended to all residents. You are responsible for your guests' compliance with all Community Policies and parking regulations. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours or more must be registered in our office. Guests are limited to a maximum of three nights and may be asked to leave if they infringe upon the rights of the roommate or if they are

found in violation of the ASU Code of Conduct, License or Community Policies. If children visit the community (i.e., brothers and sisters), they must be supervised at all times. Extensions to this policy may be requested by contacting our office; approval is at our sole discretion.

L13. MINOR CHILDREN – When outside of your room/house, your children, and the children of your guests, must be supervised by an adult. Patios and balconies are considered "outside." Children may not live in residence halls or shared houses at any time.

L14. HOUSING INSPECTION/ENTRY – We may enter your house/room as described in your license and to inspect for health, maintenance, repairs or safety items with a 24-hour notice, except in the case of an emergency or if it is impractical to give a notice of 24 hours. We will not enter your house/room without knocking. Appropriate University staff may also enter your house/room to determine compliance with University rules and regulations or state and/or federal law. When you request a repair and initiate a work order you automatically grant us permission to enter your house/room to conduct the requested repairs without advance notice.

L15. HOUSING UNITS – We recognize the importance of personalizing your house/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 housing, 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.

- A. Prohibited items:
1. Hot plates
 2. Multiple-outlet; "octopus" plugs unless they have a self-contained circuit breaker
 3. Waterbeds
 4. Aluminum foil may not be placed in windows as insulation or decoration
 5. Hot tubs and swimming pools (other than children's wading pools as defined below)
 6. Trampolines
 7. Halogen/torchiere lamps
 8. Fences (shared houses)
 9. Television satellite dishes may not be installed in/on the residence halls or shared houses/carports
- B. Permitted items, with guidelines:
1. U.L. approved extension cords
 2. The Shelves located outside the carport storage areas are not to be used for the storage of combustible, flammable or poisonous materials. These items must be limited to one-gallon quantities in the original containers and stored in LOCKED storage areas at all times.
 3. Wading pools are permitted in the patio areas of the shared houses; however, an adult must be present at all times when filled with water. You must drain the pool after each use. You may use the pool only in the semi-enclosed patio. Because drowning is a leading cause of death for children, your failure to comply with these rules may result in immediate termination of your license.
- C. Decorating your house/room:
1. You may not hang, suspend, stick, or erect anything in, on, or about any windows, window sills, or anywhere else on the outside of any building, room or house
 2. All decorations should be temporary in nature so as to not permanently deface or damage any of your housing'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 house/room without

our written permission. If approved, you are responsible for returning your home/room to its original condition at your cost.

3. Decorations for the holidays and celebrations should be of noncombustible material. Combustible materials can be used only if the items bear a "flameproof" label on the packaging. Live Christmas trees are not permitted in campus housing. Any electrical lighting sets must bear the label of Underwriters Laboratories, Inc. and be free of frayed wires, loose connections, and broken sockets. Light bulbs must be arranged so they do not ignite any combustible materials. Holiday decorations on the exterior areas of houses must be removed within 30 days following the holiday.
4. Do not use nails, stickers or tape on the housing entrance, bedroom and closet doors, floor, woodwork, or kitchen cabinet surfaces. Pictures may be hung on walls with small nails. Plant hooks may be installed in the ceilings and should be removed prior to checkout. The kitchen and bathrooms are each allowed to have only one plant hook. No more than 2 plant hooks are allowed in any other room.
5. Do not hang anything from sprinkler heads. Damage to sprinkler heads may result in flood damage for which you will be responsible.
6. You may not make any alterations to your house/room without our written approval
7. Damages noted at move-out, which are not listed on your Unit Condition Report (UCR) at check-in will be billed to you.

L16. 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 housing assignments be considered. Failure to get along with roommates/neighbors is not grounds for license termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$75.00 transfer fee to change housing.

L17. ROOMMATE ASSIGNMENTS – If you do not designate a roommate on your initial housing application, we will assign you a roommate based on priority status and the date the application is received. If your roommate withdrawals or moves, we will assign the next available student by priority and date the application is received.

L18. TRANSFERS - You may move from one house/room to another if you have our approval and space is available. Transfers will not occur each semester until after the 10th day of classes. You will be required to pay a transfer fee of \$35.00 in residence halls/shared houses. If you move to another house/bedroom within housing without our prior approval, you may be sanctioned and/or have to pay \$50.00 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 housing. If you do, you may be charged for the additional space and face disciplinary action.

L19. SUBLETTING – Subletting arrangements of any kind are not permitted. You are not allowed to provide accommodations to roomers, boarders, lodgers, or family members not part of your immediate family (i.e. dependent children under the age of 18).

OFFICE & MAINTENANCE SERVICES

01. OFFICE HOURS AND SERVICE PROCEDURES – Our office phone number is (480) 727-1700. 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 transferred to an answering service for messages. A staff member is available after hours by calling the answering service (dial the regular office number at 480-727-1700).

02. MAINTENANCE MANAGEMENT SYSTEM

We take pride in providing you a well-maintained house/room. 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. *Initiating a work order grants us permission to enter your house/room, at any time, to make the repair.* 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 address a letter to Campus Living Villages, to the attention of Assistant Vice President, 1001 Fannin, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871-5100. Emergencies such as power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), rising water, no hot water, clogged toilets if only one bathroom is available, clogged kitchen sinks if both sides of the sink are clogged, and stoves not working may be reported by calling the on-duty staff member. 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). Please call us immediately for special instructions and assistance in handling carpet stains or damage. You may place rugs on the floors of rooms/houses without our approval. The rug may not be permanently affixed to the floor (i.e.: glued, nailed or tacked).

04. PEST CONTROL – Pest control service for the residence halls will be provided. If you are having a problem with bugs and pests in the residence hall, please call our office to make a report and submit a work order and the pest control company will provide service during the next visit. All residence hall rooms will be treated periodically unless a medical excuse from a doctor is given to us. Exterior areas of the residential facilities are treated on a regular basis. If it is determined that unsanitary living conditions contribute to a pest control problem, you may be held financially responsible for extermination.

05. RENTAL PAYMENTS - Rental payments are due in advance, without demand, at our office in accordance with your License. You will be assessed a fee for late payments (see License Agreement "Addendum" for more information). If rent falls on a holiday or weekend, a mail slot is provided at the front door of our office to make your payment and avoid late charges. You must make payments by check or money order. We will pursue all legal remedies for license defaults, including court action and filing reports with the credit bureaus. If all housing charges and applicable fines have not

been paid by the close of business on the 14th day of each month, you may be subject to a change of locks and removal from the house/room. Money owed after the 14th of the month must be paid by money order or certified check. You will be charged \$30.00 for returned checks, plus the late fee. After two returned checks, you must make all future payments by money order or cashier's/certified check.

06. SECURITY DEPOSIT REFUNDS - Your security deposit (collected only from license holders who began residency prior to Fall 2009) will be refunded by mail within forty-five (45) days of the expiration or termination of your License, if you have met all the conditions of your License. We will inspect your house/room only after you have completely moved out. No partial refund of your security deposit will be made at any time during the license term. You must leave us your new address and phone number using the move-out notice form that we provide. You will be charged \$150.00 unless you have given us a written move-out notice at least 45 days prior to the expiration of your License. The move-out notice must include your actual move-out date. In addition, you must check out properly and return all keys by the move-out date.

COMMUNITY CLEANLINESS

C1. HOUSING CLEANLINESS – You must maintain your house/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.

- If we must clean your house/room to assure sanitary conditions, you must reimburse us for all costs incurred.
- If one roommate of a shared dwelling moves out, all roommates must satisfactorily clean the dwelling. If the dwelling 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 individual trash containers or in dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put bags of 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 \$35.00 service charge per bag if you place any trash outside your house/room or anywhere else on the Property (other than inside the dumpsters). If you leave trash on lawns, driveways, breezeways, landings, carports, or parking lots, you will pay a \$35.00 removal fee per bag. Your individual trash containers must be stored in the concrete enclosures located on the side of your house (except between sundown the evening before the trash collection day and sundown the evening of trash collection day). Scheduled collection days for the houses are Tuesdays for trash and Fridays for recyclables. The residence hall collection day is Thursday. The collection schedules may change at any time.

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 interior furniture including appliances are allowed on patios and balconies.

C4. STORAGE – We do not have storage facilities for your use other than what your house/room has by design. You may not store personal belongings, including but not limited to, extra furniture, camper shells, boats, recreational equipment, toys, wading pools, etc. in or on patios, landings, stairways, breezeways, and sidewalks. Use the concrete enclosures at the side of your house to store trash containers gardening tools, but make sure they are not

visible from the street. You may not remove our furniture from your house/room for any reason.

C5. PETS - No pets, except fish are permitted in the residence halls and shared houses. One fish tank/bowl, no larger than 1.5 gallons, is permitted per resident. Reptiles and amphibians are not allowed. Guests are not permitted to bring pets onto the property at any time. Violation of the pet policy will result in a fine of \$1,000 in addition to charges for the entire replacement of the carpet, door(s) upholstery, and the painting of walls, and deodorizing the room/house.

AMENITIES

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

A2. STUDY LOUNGES – Study lounges are for our residents and their guests only. We are not responsible for any of your belongings left in the lounges.

A3. POSTING - All signs and posters must be pre-approved by us before being posted. Approved posters, signs, and other items may be posted in designated areas only.

A4. PARKING AREAS & PERMITS - All vehicles that you park in housing areas must be registered and have a current ASU residential parking permit. You may not store commercial vehicles, boats, campers, buses, trucks over one ton, trailers, or large recreational vehicles in housing areas, even temporarily, without our prior written permission. Any vehicle that has not been properly registered may be towed at the owner's expense if the vehicle is not located in a designated visitor's space. You may wash your vehicles only in your carport or second parking space of your house or in the parking areas immediately surrounding the residence halls. You may not make long-term repairs on vehicles. You must dispose of oil legally. You will be assessed the cost to clean up spilled oil or repair damages that occur from repair activity. Residents in residence halls and shared houses may have one vehicle registered in their name or their parent's name parked on site at any time. Do not park on any lawn, grass or gravel area, or along the streets in North, West and South Desert Village, or in any non-designated parking area. Emergency vehicle access must never be obstructed.

You may not remove any fluid from vehicle on the Property. This includes, but is not limited to, oil, antifreeze/coolant, brake fluid, and power steering fluid. You must dispose of oil legally. You will be assessed the cost to clean up spilled oil or repair damages that occur from repair activity.

We may assign parking areas and spaces for resident parking. If spaces are specifically assigned, the spaces are considered part of the License. Any vehicle, boat or trailer that is not registered for parking in housing areas, or that appears abandoned or inoperable, including but not limited to flat tires and expired license plates/tags, even if parked in the assigned space, may be removed at the owner's expense. You agree to immediately reimburse us if your motor vehicle, boat or trailer is towed and we must advance the money for the cost of the tow.

MOTORCYCLES – Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at the University Police Department. We may not allow you to use these types of vehicles in the housing areas. However if we do so allow, the vehicle must be parked in a parking space. You may not take any of these vehicles into any room/house and you may not park them on patios, porches, landings, or breezeways, or chain them to any trees or utility posts.

BICYCLES – Ride bicycles on the streets only. Do not chain bicycles to trees, signs, mailboxes or fences. They should be

stored in the bike racks located throughout campus. Do not leave bicycles so they obstruct sidewalks, walkways, landings, or breezeways. If you keep a bicycle, you do so at your sole risk of loss or damage. We encourage you to use locks recommended by the bike dealer or the ASU Police and to register your bike with the City of Mesa police department.

A5. PLAYGROUNDS – Playground facilities are located throughout the areas with houses. PARENTS ARE RESPONSIBLE FOR SUPERVISING THEIR CHILDREN when they are playing outside the house (including on patios, porches, and landings) and when using the playground equipment. Alcoholic beverages are not permitted in the parks and playgrounds.

A6. MAIL – We may accept any mail on your behalf if we have your authorization. However, we are not responsible or liable for any damage or theft of mail we accept on your behalf. We will not accept responsibility for any certified or registered mail. The US Postal Service delivers mail to the houses and questions may be addressed to the Four Peaks Station in Mesa at 1-800-ASK-USPS. We will deliver mail to the mailboxes at the mail center, Monday through Friday, excluding holidays. Notices for packages too large to fit in boxes will be left in the appropriate box, instructing pick up at our office.

If you violate any of these Community Policies you are also breaching your License. Such violation may, at our sole discretion, cause you to be disciplined, fined, and/or evicted. These Community Policies are part of your License for a house/room at the Property. All of your roommates or permitted occupants in your house/room must comply with these Community Policies as well. Thank you again for choosing Williams Campus Housing & Residential Life as your home. If at any time you have suggestions for improving the quality of life or desire assistance, please contact us