

**TEXAS A&M INTERNATIONAL  
UNIVERSITY  
LEASE TERMS AND CONDITIONS**

1. **DESCRIPTION OF PREMISES AND TERM.** Landlord does hereby lease to Resident, and Resident does hereby lease from Landlord, the Premises described as the Residential Learning Community (hereinafter referred to as "RLC") located at 5281 University Blvd., Laredo, TX 78041-1902 or University Village (hereinafter referred to as "UV") located at 4907 University Blvd., Laredo, TX 78041-1902 collectively known as ("Premises" or "Apartment Community") joint and several to be used and occupied by Resident for the term beginning on the dates listed in Paragraph 2 defined as (the "Term"). These areas are centrally administered by the Landlord and commonly referred to as the "Office of Housing & Residence Life" (OHRL). Landlord shall assign Resident to a suite and Bedroom at the beginning of the Term and said assignment shall be solely at the Landlord's discretion. **All dates referred to in this Lease Agreement are the dates referred to in the official calendar of Texas A&M International University.** Except as provided in this Lease Agreement, Resident's obligation to pay rent shall continue for the entire Term of this Lease Agreement until Landlord has been paid all sums due to it.
2. **RENT.** The Rent and all sums due under this Lease Agreement shall be payable without demand or set off at the Apartment Community Housing Office or at such other place as the Landlord may from time to time designate in writing and may be paid by Resident using lawful money of the United States, check, money order, or cashier's or certified funds. Prior to the beginning of each semester the entire semester of rent will be billed to the university student information system. However, Landlord reserves the right to refuse payment in the form of cash for monies due hereunder and to require Resident to remit said monies using cashiers or certified funds.
  - a. **Payment:** All rental payments should be made payable to the Apartment Community (Residential Learning Community or University Village-Laredo, depending upon assigned unit). Post-dated checks will not be accepted and will be returned to the Resident.
  - b. **Late Fees:** If Rent is not received by Landlord by the close of business on the 5th day of the month, Resident shall pay a late fee of 10% of the rental installment, and said late charges shall constitute additional rent hereunder and shall be immediately due and payable.
  - c. **Non-Sufficient Funds (NSF) Fee:** Resident shall pay to Landlord a charge of \$30.00 for any check returned for non-sufficient funds, or for any check that fails to clear the issuer's bank. This charge shall be due and payable immediately upon notification to Resident of such an occurrence, and shall be in addition to any late charges imposed hereunder for late payment of rent, and said charge shall constitute additional Rent hereunder.
  - d. **Application of Payments:** Resident acknowledges that any Rent received by Landlord shall be first applied to any outstanding charges such as late fees, return check charges, cleaning service fees, or the expenses relative to replacing or repairing Resident's damages to the Premises, or the furnishings and fixtures contained therein, or charges for violation of rules and regulations incurred by Resident, (which items shall also be considered additional rent), and the balance shall be applied to the current Rent due to Landlord. If payment made by Resident is insufficient to cover the total charges outstanding, then Resident shall immediately pay the shortage, plus any late charge incurred by virtue of Resident's failure to timely pay all sums due from Resident to Landlord.
  - e. **Reporting Delinquencies:** When the Resident is more than sixty (60) days delinquent on payment of Rent or any monies due Landlord hereunder, Landlord shall have the right to report such delinquencies to any and all credit reporting agencies and the University. To the extent of University's interest in the Apartment Community, University may exercise any rights with respect to payments required by Resident hereunder that are either not made or made on a delinquent basis that University would have if such payments were due and payable directly to the University, including, but not limited to, the right to withhold transcripts, financial aid awards and grades. Rental rates do not include parking.
  - f. **Partial Payments:** Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights or constitute an accord and satisfaction with regard to the remaining portion of the Rent that is due. Landlord's acceptance of a partial payment of Rent shall be a courtesy extended Resident in an effort to retire their debt to the Apartment Community and shall not constitute an accord and satisfaction of the full amount of the Rent that is due.
  - g. **Declaratory Statements:** Landlord's acceptance of any correspondence, check or other monetary instrument marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.
3. **RENTAL PRE-PAYMENT.** A Rental Prepayment of \$0.00 must be paid at or prior to Lease Agreement and Renewal Agreement signing. The rental prepayment is forfeited and nonrefundable if the Lease Agreement or Renewal Agreement is cancelled or terminated for any reason in addition to cancellation or termination fees outlined in this Lease Agreement. The Rental Prepayment will be applied to the Tenant's first Installment payment unless otherwise arranged in advance in writing with Landlord.
4. **MEAL PLAN** – All Residents of the Residential Learning Community are required to purchase the "RLC Meal Plan" from the University. The RLC Meal Plan an obligation directed by the University; Apartment Community Manager is not responsible for any provision of service under the Meal Plan rule. The cost of the RLC Meal Plan is not included with costs listed on page one (1) of the Lease Agreement. All RLC residents will sign a separate Meal Plan Contract which outlines the associated costs. Residents of University Village may participate in a voluntary meal plan should they desire.
5. **ASSIGNMENT & RELOCATION OF RESIDENT.** Landlord specifically reserves the right to relocate Resident to another room in the Apartment Community. Landlord shall assign Resident to a suite and Bedroom at the beginning of the Term and said assignment shall be solely at the Landlord's discretion. It is important to note that the assignment and roommate information initially provided to you in the resident assignment letter may change prior to your arrival because of a number of factors including but not limited to cancellations, granting of roommate requests, medical necessity and maintenance issues.
  - a. **Initial Occupancy:** In the event that the room leased to Resident or the Premises is not ready for occupancy at the commencement of the Lease Term, as determined solely by Landlord, then Landlord reserves the right to assign Resident to a room in any available University On-Campus Housing accommodation which may include temporary housing in a suitable off-campus accommodation. Upon notification that the original leased space is ready for occupancy Resident will have twenty-four (24) hours to complete their move.
  - b. **Disciplinary Transfer:** As part of our Apartment Community certain situations may require a student to be involuntarily transferred to another unit in lieu of eviction. In cases where a disciplinary transfer is part of the sanctioning process Resident may be required to pay an upgrade charge or purchase the university meal plan for the privilege of remaining on-campus. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space. If you do, you may be charged for the additional space and face disciplinary action.
  - c. **Voluntary Transfer:** You may move from one Apartment to another if you have our approval. You may be required to pay a transfer fee of \$200.00. If you move to another Apartment or Bedroom within an Apartment without our prior approval, you may be sanctioned and/or have to pay a \$400.00 fee, which will immediately be billed the resident's account. The following conditions apply:
    1. No transfer requests are granted before the tenth (10<sup>th</sup>) day of classes.
    2. All room transfers must be approved by the Landlord and will be considered on a space available basis. The transfer process begins with the completion of the Request for Reassignment form available from the Apartment Community office.
    3. Room transfers will be made only if all parties involved agree to the transfer and all parties have met with the Landlord.
    4. Once a room transfer has been approved and a new key issued; you have twenty-four (24) hours to complete the transfer process.
    5. The necessity/urgency of the requested relocation will be determined by judgment of the Landlord and the severity of the situational circumstances.
6. **RELEASES FROM LEASE AGREEMENT.** **Provided Resident complies with the requirements of this Paragraph, Landlord shall not unreasonably deny Resident a release from this Lease Agreement if Resident withdraws from the University or is academically dismissed from the University. Suspension or expulsion from University due to disciplinary sanction shall not be considered as cause(s) for release from Lease Agreement. Within seven (7) days of the effective date of Resident's withdrawal or academic dismissal from the University, Resident shall submit to Landlord at the Housing & Residence Life Community office the proper petition forms requesting a release from**

the Lease Agreement, along with all necessary correspondence from the University's Registrar's Office or Dean's Office confirming Resident's withdrawal or academic dismissal from the University, documents may be obtained through the use of UConnect as appropriate.

Within fourteen (14) days of receipt of said documentation, Landlord will provide a written response granting or denying Resident's request for a release from this Lease Agreement, this response will most likely be via e-mail. If Landlord grants the request, Resident must vacate Resident's assigned room and remove Resident's personal property from the room no later than the date specified in the Landlord's written notice to Resident granting said release. In the event of a release from Lease Agreement after the completion of an entire semester or academic session by Resident, Resident shall vacate assigned room no later than two days after the last final exam of the academic term.

The release granted to Resident hereunder shall only relieve Resident and guarantor of their obligations under this Lease Agreement, particularly with respect to rental payments, that would have arisen after the date on which Resident moves out. Notwithstanding anything to the contrary herein, said release shall specifically be conditioned upon the following: a) Resident moving out of the Premises consistent with the manner and time frame outlined above; b) Resident paying Landlord for Rent and additional rent (as defined earlier above) for any time prior to the date Resident moves out; c) Resident promptly paying Landlord, upon notice from Landlord, for any damage caused by Resident to the Premises, or the furnishings and fixtures contained and d) Resident does not enroll or later return to classes at Texas A&M International University during the contract period of this Lease Agreement. Any Resident who, for any reason, discontinues as a regularly enrolled student and later returns for regular classes at the university during the contract period will be obligated to these terms and conditions of this Lease Agreement. If Resident has prepaid any sums due hereunder, excluding a security deposit, Landlord shall reimburse Resident for such prepaid sums, less items "a," "b," "c" and "d" referenced in the preceding sentence.

All requests for release from Lease Agreement, if approved, will be subject to a \$200.00 Lease Agreement cancellation fee.

7. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Agreement if you demonstrate that you meet the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, you may terminate the Lease Agreement if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Agreement if:

- (1) You are (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than thirty (30) days in response to a national emergency declared by the President; and
- (2) You receive orders for permanent change-of-station, or receive orders to deploy with a military unit or as an individual in support of a military operation for ninety (90) days or more.

After you deliver to us your written termination notice, the Lease Agreement will be terminated under this military clause thirty (30) days after the date on which your next rental installment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After you vacate, we will return your Security Deposit, less lawful deductions. For the purposes of this Lease Agreement, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Lease Term and such Resident's spouse or legal dependents living in the Resident's household. A co-Resident who is not your spouse or dependent cannot terminate under this military clause.

8. **LATE ARRIVAL.** Unless a student requests an extension of the arrival period in writing from the Office of Housing & Residence Life (Apartment Community), Landlord is not obligated to hold a space reservation past noon on the first day of classes. If a student fails to check -in prior to noon of the first day of classes, and appears subsequently, assignment elsewhere will be made if space is available. If no space is available, the student is subject to forfeiture of security deposit.

9. **ASSIGNMENT OR SUBLETTING.** Resident shall not assign this Lease Agreement or sublet all or any part of the Premises, or otherwise allow any person to share or otherwise occupy the Premises without the prior written consent of Landlord. Transferring the possession of keys and/or access cards to other unauthorized individuals will be considered subletting as interpreted within the provisions of this Lease Agreement.

10. **PARENTAL OR SPONSOR'S GUARANTY.** It is acknowledged by Resident that Landlord, may, in its sole discretion, require as a condition of this Lease Agreement, a binding parental or sponsor's guaranty, which guaranty shall be a substantial inducement for Landlord to enter into this Lease Agreement. A copy of said guaranty is attached hereto. If Resident delivers a forged or otherwise false or invalid guaranty to Landlord, then Landlord reserves the right to immediately cancel this Lease Agreement and retain the security deposit, without thereby waiving Landlord's right to pursue all civil or criminal penalties which may be appropriate. Resident acknowledges that this Lease Agreement is for an essential necessity of Resident, and that Resident shall be fully bound by all of its terms and conditions, regardless of Resident's age or legal status.

11. **ABANDONMENT.** The Landlord may assume that Resident has abandoned the assigned room if 1) Resident, in Landlord's reasonable judgment, appears to have moved out; or 2) either the Lease Term has expired or Resident has not been in the room for five (5) consecutive days while the Rent is due and unpaid. If Resident has abandoned Resident's room, then Landlord may remove and dispose of Resident's personal property. In case of abandonment and if Lease Term has not expired, Resident is still held responsible for the total contract amount of rent for said semester and forfeits security deposit. Further, should a Resident become locked out of their designated Apartment there is a \$5.00 lockout service charge for allowing re-entry to the Premises.

12. **FURNISHINGS AND FACILITIES.** Landlord will furnish the Resident's Bedroom with only the following:  
**4 Bedroom Unit only,** A single bed, mattress, a built-in study desk w/bookshelf, a desk chair, a chest of drawers, and a nightstand. Landlord will also furnish the shared living/dining area with only the following: a dining bar w/ four stools, a sofa, a side chair, an end table and a coffee table.  
**2 Bedroom Unit only,** A single bed, mattress, a built-in study desk w/bookshelf, a desk chair, a chest of drawers, and a nightstand. Landlord will also furnish the shared living/dining area with only the following: a table with two chairs, a sofa, a side chair, an end table and a coffee table.  
**1Bedroom Unfurnished,** No furnishings provided.  
**1 Bedroom Furnished Unit,** A single bed, mattress, a built-in study desk w/bookshelf, a desk chair, a chest of drawers, and a nightstand. Landlord will also furnish the shared living area with only the following: a sofa, a side chair, an end table and a coffee table.

No other furnishings will be provided. Resident assumes full responsibility for said furnished items and agrees to return same to Landlord at the expiration of the term hereof in as good a condition as when received, with normal wear and tear expected. Resident also shall have non-exclusive use (at times scheduled by Landlord) of all the common facilities on the Premises including, as applicable, a clubhouse with a fitness center and a study room containing personal computers. From time to time, the common facilities may be closed for repairs, during holiday periods or renovation. However, Resident shall not receive a rent credit or refund because of said closed periods. Resident shall be responsible for all loss, breakage or other damage or destruction to the items furnished to Resident's suite and Bedroom, and to the common facilities.

13. **CONDITION OF PREMISES.** At the commencement of the Lease Term, Resident shall conduct an inspection of the Premises, and all furnishings and fixtures. If the Premises, or any of the furnishings or fixtures are not in good repair, intact or otherwise undamaged, then Resident shall provide written notice to Landlord of such condition(s) within twenty-four (24) (one [1] day) after commencement of the Lease Term. If Resident fails to provide Landlord with such written notice, then Premises, fixtures and furnishings shall be deemed in good repair, intact and not otherwise damaged. Upon termination of this Lease Agreement, Resident shall deliver the Premises, furnishings and fixtures in clean, sanitary and good condition with normal wear and tear accepted and Resident shall remove from the room Resident's personal property and all items that were not furnished by the Landlord. Resident and Landlord will conduct an inspection of the Premises upon Resident's surrender of the same upon the expiration of the Term, but Landlord shall have no duty to conduct a joint inspection with Resident if Resident is in default hereunder. Resident shall return all keys and gate cards to the Premises upon expiration of the Term. There will be a charge of \$25.00 for each key lost or not otherwise

returned to Landlord. All Residents checking out of their unit must complete all necessary Check-Out paperwork while in the presence of a Apartment Community staff member or be charged \$50.00 for Improper Check-Out. Further, no holes or stickers shall be put on walls anywhere inside or outside the Bedroom/suite. Resident takes possession of the Premises subject to an existing deed of trust and security agreement.

14. **UTILITIES.** We agree to furnish water, sewer, trash removal from designated collection points, and Internet service for the Apartment. We also agree to furnish electricity up to a cap of \$80.00 per unit per month for a 2 Bedroom, \$120 per unit per month for a 4 Bedroom Apartment, or \$60 per unit per month for a 1 Bedroom Apartment. You and the other residents of the Apartment must separately pay and provide required deposits for all other utilities, city services, city fees, electricity, charges for local and long distance phone service, additional or private lines, information and 911 calls. In the event that the electricity bill for the entire apartment exceeds the \$80.00 per unit per month for a 2 Bedroom, \$120 per unit per month for a 4 Bedroom Apartment, or \$60 per unit per month for a 1 Bedroom Apartment, then owner shall bill each of the residents of the Apartment, an equal share of the overage, which shall be deemed rent for the following month. If it is necessary for us to pay any costs or repairs due to your failure to pay; failure to activate any utility under your name; or if you disconnect any utility before the lease end date; then **you will reimburse us for such amount plus \$50.00 (for administrative costs) and the total amount is payable by you to us as additional Rent.** You are responsible to pay for all utilities during the lease term even if you move out prior to the ending date. At Landlord's option, and only to the extent permitted under applicable laws, Tenant may be pre-billed for the estimated amount of charges above the applicable utility conservation cap for the last sixty (60) days of the Lease term, to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs above the cap amount will be apportioned by occupants of the unit. We are not responsible for any discomfort, inconvenience or damage of any kind caused by interruption or failure of these services. You must separately pay and provide required deposits for all other utilities, town services, town fees, electricity, charges for local and long distance phone service, additional or private lines, information, 911 calls and Internet Service. We are not responsible/liable for your use of the Internet. All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after you move in, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Lease Term. If at anytime we use an outside vendor to provide utility billing services, we have the right to charge you up to \$30 per year for such services, and such amount will be payable by you to us as additional Rent.
15. **RIGHT OF ENTRY.** Landlord, its agents and employees, shall have the right to enter the Premises by passkey or otherwise at all reasonable and necessary times to inspect the Premises for any purpose connected with the maintenance, (including, but not limited to, monthly filter changes to HVAC equipment in the Resident's suite) housekeeping, health and safety inspections, pest control, and Manager of the Premises or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act found necessary on such inspection or through Resident's submission of work order request. Resident shall also permit Landlord, or its agents and employees, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective Residents. No such prior appointment shall be required if a default has been declared under this Lease Agreement or if Resident has abandoned the Premises.
16. **NONLIABILITY OF LANDLORD.** Landlord, its officers, agents and employees shall not be liable in any manner for any loss, injury or damage to Resident, its agents, guests, and licensees, including but not limited to, acts of theft, burglary, vandalism, assault or other crimes. Resident assumes all risk of loss or damage of Resident's property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other Resident or person. Resident agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss, or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Resident. **RESIDENT IS ADVISED TO SECURE APARTMENT-DWELLERS OR SIMILAR INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.** Loss, due to alleged theft, should be reported immediately to the local police department to be officially documented.
17. **DAMAGE, CONDEMNATION OR DESTRUCTION OF PREMISES.** If, in the opinion of the Landlord, the Premises, should become unrentable during the term hereof because of damage, condemnation or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease Agreement, or move Resident to similar accommodations within the Apartment Community and repair and restore the Premises. In the event of such damage, condemnation or destruction to the Premises without the fault of Resident, his agents or guests, Resident's obligation to pay Rent hereunder shall be abated only if Landlord terminates this Lease Agreement or does not furnish Resident with similar accommodations within the Apartment Community.
18. **DEFAULT.** In the event of default by Resident under this Lease Agreement, Landlord may, without formal demand or further notice of any kind, peacefully reenter and repossess the Premises and remove Resident and Resident's personal property there from in accordance with the laws of the State of Texas, without being liable for any damages therefore. No such reentry and repossession by Landlord shall relieve the Resident or any guarantor of their respective liability and obligations under this Lease Agreement, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such default, Landlord shall retain the security deposit and the Resident shall be liable to Landlord for the payment of all of the Rent and other charges due hereunder, including any expenses incurred by Landlord in connection with such repossession and any reletting of the Premises.

Default on the part of the Resident shall include, but is not limited to, the following:

  - a) Failure to make any Rent or other payment required hereunder, including, but not limited to the above-referenced electricity utility payments, for more than fifteen (15) days after the date such payment is due;
  - b) Maintaining a nuisance within the Premises;
  - c) Disorderly, or illegal or criminal behavior on the part of Resident or Resident's guests;
  - d) Keeping any handguns, firearms, or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises, which items are determined solely by the Landlord;
  - e) Misuse, in violation of the laws of the State of Texas and rules and regulations of the RLC or UV, of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known controlled substances or harmful or habit-forming drugs and/or chemicals within the Premises, by Resident or Resident's guests;
  - f) Inability or refusal on the part of Resident to adjust to the concept and requirements of living in a student residence environment;
  - g) Violation of any of the covenants and agreements of this Lease Agreement by Resident or of any of the rules and regulations governing the Premises, made by Landlord, whether such rules and regulations are now in existence or subsequently created in the future;
  - h) Default under the provisions of any riders or amendments attached hereto;
  - i) Damage by Resident, Resident's guests or visitors, to the Premises;
  - j) You or the Guarantor have made any false statement or misrepresentation of any information supplied to us, or it is discovered that the Lease Agreement was tampered with or modified in any way without consent of Landlord; and
  - k) Abandonment of the Premises.
19. **DEFAULT REMEDIES.** Landlord's remedies for default shall be cumulative and as broad as authorized under the laws of the State of Texas, including, but not limited to, the right to terminate this Lease Agreement while reserving the right to collect all sums due under this Lease Agreement, the right to accelerate the entire balance of Rent and other charges for the Term of the Lease Agreement, or the right to release the Premises for Resident's benefit, without thereby waiving the right to collect any deficiency resulting after due allowance for all costs and expenses incurred in connection with such reletting. In addition to any other remedies Landlord may have, Landlord is entitled to employ an attorney to enforce Landlord's right under this Lease Agreement, and Resident shall be liable for all costs and fees incurred by Landlord in connection therewith. All amounts due to Landlord shall, in the event of default, bear interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.
20. **USE OF PREMISES.** Resident shall use and occupy the Premises solely for private dwelling purposes relative to Resident's enrollment at University for educational purposes and, in no event, shall carry on or conduct any commercial enterprises in the Premises. Resident agrees to comply with all governmental laws, ordinances and rules and regulations, and to refrain from any disruptive behavior or conduct.

21. **RESIDENT'S MAINTENANCE OBLIGATIONS.**

**a) General Maintenance**

1. Resident shall keep and maintain the Premises in good and clean condition with reasonable wear and tear excepted.
2. Resident shall promptly report any maintenance needs or damage reports to Landlord.
3. Resident may be charged a fee of \$250.00 for failure to report maintenance problems such as water leaks, electrical problems and other maintenance problems.
4. Resident shall make no alterations or additions to the Premises, including, but not limited to, painting walls.
5. It shall be the obligation of Resident to reimburse Landlord for all expenses incurred in connection with any repairs resulting from the actions of Resident or Resident's guests and invitees.
6. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.

**b) Pest & Pest Control**

1. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
2. Resident agrees to keep the Premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the unit.
3. Resident agrees to cooperate with Manager with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
4. Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
5. Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by Landlord.
6. Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.

**c) Mold.**

- i. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is Manager's goal to maintain a quality living environment for its residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why the following contains important information for you, and responsibilities for both Manager and Resident.

- ii. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
  - a. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. 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 or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
  - b. Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident's dwelling dry out.
  - c. Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease Agreement to repair or remedy the situation, as necessary.
- iii. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - i. rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - ii. overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - iii. leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - iv. washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - v. leaks from clothes drying discharge vents (which can put lots of moisture into the air); and
  - vi. insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- iv. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED 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 twenty-four (24) hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.

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. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**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.**

- v. **COMPLIANCE.** Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact Manager.
- vi. **If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager can't fix problems in your dwelling unless it knows about them.**
- vii. **Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.**

d) **Unit Cleanliness** – Resident shall maintain unit in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for Resident, roommates and/or neighbors.

a. If Landlord is required to clean Resident unit to assure sanitary conditions, Resident shall reimburse Landlord for all costs incurred. Resident may also be charged between \$100.00 and \$400.00 depending on your unit style.

b. If one Resident of a shared unit moves out, all roommates must satisfactorily clean the unit. If the unit is not cleaned, a \$100.00 cleaning charge will be assessed to all roommates.

c. All trash and refuse from units should be placed in parking lot dumpsters provided by Landlord and not left in the Premises or in any of the Common Areas, hallways, or similar places in the Apartment Community. Residents **SHALL NOT** deposit room or Apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not unit trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$50.00 service charge will be immediately due and payable by resident(s) for any refuse that is left outside residents' unit, placed in litter receptacles, or left elsewhere on the property.

22. **MAINTENANCE, ALTERATIONS, AND REPAIRS.** We will act with customary diligence to keep Common Areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to Resident's obligation to pay for damages for which Resident is liable. **If Owner violates any of the above, Resident may possibly terminate this Lease Agreement and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:**

(a) all rent must be current, and Resident must make a written request for repair or remedy of the condition—after which Owner will have a reasonable time for repair or remedy;

(b) if we fail to do so, Resident must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we will have a reasonable time to repair or remedy; and

(c) if the repair or remedy still hasn't been accomplished within that reasonable time period, Resident may immediately terminate this Lease Agreement by giving us a final written notice.

**Resident also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.**

23. **ILLNESS.** If Resident becomes ill or incapacitated, Resident authorizes Landlord to engage the services of the local emergency medical service or physician(s) at the expense of Resident to administer to immediate medical needs of Resident until Resident's parents or guardians are contacted for instructions. Upon the advice of emergency medical personnel or a physician, Resident may be required to be removed from the Apartment Community for care in a medical facility, and any expense so incurred is the obligation of Resident. Resident must inform Landlord of any special medical requirements that Resident has on a continuing basis so that such information will be available if an emergency arises.

24. **STUDENT CODE OF CONDUCT.** Resident shall follow the STUDENT CODE OF CONDUCT of the University. While Resident shall follow the entire Code, what follows is a brief policy statement regarding the Code that is presented for convenience: *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 The Texas A&M University System, Texas A&M International University and directives issued by an administrative official in the course of their 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 sanctioned regardless of whether such conduct is specifically proscribed by the provisions of the Student Code of Conduct. Suspension for non-academic reasons will result in eviction.*

25. **RESIDENT PUBLICATIONS & METHODS OF COMMUNICATION.**

a. **Resident Handbook:** Annually the Apartment Community produces and publishes, in multiple formats, a handbook for residents. This handbook outlines many of the ways to become a successful member of our campus communities and further outlines your rights and responsibilities. It is recognized as part of this Lease Agreement as if it were printed here in its entirety.

b. **Resident Newsletter:** The Apartment Community publishes monthly the Resident newsletter. This newsletter is designed to provide you with timely information regarding significant happenings in the Apartment Community.

c. **Door-to Door Flyers & Apartment Community Postings:** During the course of the year the Apartment Community staff will post or approve postings throughout the housing facilities important information regarding scheduled inspections, maintenance work to be completed, emergency utility interruptions, programming and event information, and other items as approved by the Apartment Community. Posting timelines for these items will vary, for normally scheduled maintenance and inspections you can expect a minimum of twenty-four (24) hours' notice.

d. **E-mail:** All applicant students are required to provide a valid e-mail address so that we may communicate important information to you prior to the start of school or at other points during the year. After move-in all resident students must provide their TAMU e-mail to their RA and the Office of Housing & Residence Life this e-mail address is the only official means of electronic communication recognized by the University and Apartment Community. Resident students who fail to comply with this directive will be held accountable and through the student conduct process faces the loss of housing privileges.

e. **Social Media:** The Apartment Community utilizes social media to promote events and other important housing related information. While not required it is highly encouraged that all residents follow our social media outlet.

f. **Semester Census:** During the first two (2) weeks of each long semester the Apartment Community RA staff is required to conduct a census of their area of responsibility. You are required to complete the census questionnaire and sign in the presence of your RA. Resident students who have not completed their census questionnaire during the census period will be held accountable and through the student conduct process faces the loss of housing privileges.

26. **FIREARMS AND WEAPONS** – Firearms and weapons are not permitted on the Premises. Residents and their guests must comply with all federal, state, local and University laws and regulations pertaining to all weapons including, without limitation: ammunition, fireworks, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns and paintball guns.

27. **ALCOHOL** - Possession or consumption of alcoholic beverages in the Apartment Community must be in compliance with local, state and federal laws, and with the rules and regulations of the University. If Resident or guest are under twenty-one (21) years of age, Resident may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.
28. **DRUG FREE ZONE - THE USE, SALE, OR DISTRIBUTION OF ILLICIT DRUGS WILL NOT BE TOLERATED.** Residents or guests caught using or soliciting drugs will be turned over to the criminal and/or university authority. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction and through the student judicial process face the loss of student status. Contraband inspection services utilizing contraband detection canines may be conducted on an unannounced basis. Any and all areas of the Premises' buildings and grounds including all communal areas, individual rooms and automobiles entering or remaining on the Premises shall be subject to inspection.
- Drug paraphernalia is expressly forbidden because these items are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, hookah's, blow tubes and water pipes.
29. **VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, Apartment mates, visitors, Apartment Community staff and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated.
30. **RECREATIONAL FACILITIES WAIVER.** In consideration of Landlord's permission to use the swimming pool, basketball court, sand volleyball courts and other recreational facilities, the Resident waives any and all claims that may be asserted against Landlord or Landlord's agents, representatives, employees or contractors, arising from or with respect to Resident's use of the swimming pool, basketball court, sand volleyball courts and other recreational facilities. This waiver also applies with respect to any injury or illness that may result (directly or indirectly) from any utilization of swimming pool, basketball court, sand volleyball courts and other recreational facilities. If Resident uses the swimming pool, basketball court, and volleyball courts or recreational facilities, Resident represents and warrants that Resident is in proper physical condition to use these facilities and has read, understands, and will comply with all posted and or published warnings, rules, regulations, and hours of operation.
31. **INTERNET SERVICE.** Landlord provides direct connections to an Internet service provider and/or a university network, where available as chosen by Landlord. This service is available to Resident as a courtesy, at no charge. Resident will not resell this service or otherwise charge others to use it. Further, the Resident will not redistribute the service whether or not Resident receives compensation for such redistribution. The service that is provided is a residential service provided for personal, non-commercial use only. Resident agrees not to use the service for operation as an Internet service provider, for the hosting of websites or for any business enterprise. Landlord reserves the right to limit the amount of bandwidth available to any student.
32. **SOLICITATION.** Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in or about the Premises. Resident is requested to notify Landlord of any such activity.
33. **ROOM PERSONALIZATION.**
- a. **It is essential that Residents observe good taste and common sense in decorating their Apartments. Additional decorating guidelines may be found in the current year's resident handbook provided by the Apartment Community.**
    1. Residents shall not hang or erect anything on or about the interior or exterior of the Premises, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises (room), without the prior written consent of Manager.
    2. All appliances including but not limited to ceiling fans (whether mounted or hanging from the ceiling) are strictly prohibited by Manager.
    3. Residents are encouraged to use good taste when decorating. Posters should be secured to walls using pushpins or thumbtacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the Apartment Community maintenance staff if you have any questions.
    4. All interior and exterior doors of the Premises (room), shall remain free of nails, stickers, or any other additions to the original surface.
    5. Resident is not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure. Windows and doors shall not be obstructed.
    6. The use of foil and other similar materials over windows is not permitted.
    7. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Resident removes or damages the window screen a charge of \$50.00 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge.
    8. Seasonal decorations must be of a fire-retardant material.
  - b. **The following items are prohibited inside any Apartment Community building and/or resident unit:**
    1. Decals and stickers (with the exception of security ID stickers) because of damage to painted walls, windows, and other surfaces;
    2. Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property;
    3. Darts, dartboards, and liquid-filled furniture because of potential damage to the facilities;
    4. Major appliances (such as washers, dryers, dishwashers, etc.) because of electrical and plumbing problems;
    5. Aerials, masts and other short-wave radio transmitting equipment because of FCC interference regulations and safety precautions;
    6. Live-cut Christmas trees because they constitute a fire hazard;
34. **VANDALISM –**
- a. **Floor/Hall/House Charges:** Residents of an individual floor or wing may be required to share the expense of repairing or replacing property in Common Areas (such as hallways, studies, lounges or lobbies) when such repairs are determined by Landlord to be above and beyond normal wear and tear.
  - b. **Posting:** To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors. Postings in these areas will be removed immediately and fees assessed as appropriate.
  - c. **Windows:** No articles are to be displayed in the windows since the public views the facility from the outside. Any Resident throwing anything, placing or hanging anything, out of their window will be subject to immediate eviction. Resident will be charged for damage caused by any affixation of decorations that marks, defaces, or mars the interior and exterior.
  - d. **Furnishings:** No furniture is to be removed from public areas and rentable units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fees or other disciplinary actions.
35. **PETS.** Pets or any animals are prohibited from being brought into the Premises without the expressed written consent of the Landlord. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit certified service animals in the Apartment Community. In the event of a violation of this rule, \$250.00 fee will be assessed against the Resident, and Landlord, at its discretion, may declare the Lessee in Default. In the event of a subsequent violation, a \$500.00 fee will be assessed against Resident and the Landlord will declare the Lease Agreement to be in default. Pets shall be removed from the Premises immediately. Landlord may remove any unauthorized pet if one day's written notice of intent to remove the pet is left in a conspicuous place in the Apartment. Landlord may turn the pet over to a humane society or local authority.
36. **FIRE SAFETY** – The greatest threat to any Apartment Community is that of a fire. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents are to vacate the Premises immediately. University and Apartment Community staff will instruct Residents when they will be allowed to return to their rooms. Fire can produce deadly smoke, heat and toxins. Therefore, it is imperative that you take all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed various warning devices and a fire extinguisher in each unit.
- a. **SMOKE DETECTORS** - At the beginning of the Lease Agreement Landlord will test the smoke detector(s) in the unit for proper

operation and working batteries. Thereafter, it is the Resident's responsibility to notify the housing office that the batteries need to be replaced. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report to Landlord any malfunctioning or inoperable smoke detector(s).

- b. **FIRE EXTINGUISHERS** – Fire extinguishers are inspected regularly and recertified by a fire safety company annually. Should it become necessary for the discharge of a fire extinguisher, Resident must notify the housing office, once the danger has passed, so that Landlord can inspect the unit for damages and replace the discharged fire extinguisher(s). Should Landlord discover that either a fire extinguisher has been discharged or the resident had a fire and did not report the event to the housing office, each resident of the unit will be charged \$250.00 for endangering the safety of others.
- c. **LIGHTING SOURCES & OPEN FLAMES** – Residents may not use halogen lamps, candles, incense or any open flame in the unit. If the power goes out, use flashlights only. Do not store dangerous substances, flammable liquids and/or chemicals in or around your unit.
- d. **TAMPERING/ALTERING/FALSE ALARMS** – Fire warning devices and safety equipment are to be use only in case of emergency. Warning devices or safety equipment are not to be rendered inoperable through vandalism, being disconnected from their primary power source or any other form of tampering. Tampering with smoke detectors will result in a fee of \$500.
- e. **BARBECUE GRILLS** – Fire code prohibits storage or use of barbecue grills in or on any building, walkway, or stairway. Landlord will dispose of grills found on the Premises. Apartment Community grills are available for residents only, Grills and grill area should be left clean for the use of others.
- f. **VIOLATION OF FIRE SAFETY POLICY** – Any violation is a default under the Lease Agreement, which would entitle Landlord to declare a default and pursue all remedies provided to Landlord. Repeated tampering with fire warning devices and safety equipment will result in eviction and forfeiture of the security deposit.
- g. **HOVERBOARDS** - Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices not otherwise permitted in your Lease Agreement are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

37. **SMOKING PROHIBITED** – Smoking is prohibited in all indoor areas of Apartment Community and its related environments. Residents may not smoke indoors or anywhere within fifty (50) feet of any public building, sidewalk, entrance gate or commonly used amenity, other than a designated smoking area. During Health and Safety Inspections, if there is evidence of in-room smoking (i.e. used ashtrays, ashes, or other implements related to smoking) a \$250.00 fee may be imposed. Students caught smoking inside any Apartment Community indoor space will face disciplinary sanctions and through the University judicial process, face the loss of student status.

Vaping and the use of electronic cigarettes have been associated with serious illness and deadly lung disease. In seeking to protect the health and safety of students, faculty and staff, The Texas A&M University System has banned the use of e-cigarettes, e-cigars, and vaping on all System campuses which includes all TAMIU facilities and parking lots.

As permitted by law, the payment of any fine, fee or charge for this violation shall not waive our right to pursue other legal remedy for any default that violates this paragraph.

38. **PERSONAL APPLIANCES.** Some small appliances, such as radios and televisions are permitted. Space heaters and other heating devices present a fire hazard and are prohibited on Premises.
39. **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 appropriate other Resident.
  - b. Landlord will follow up with the complaining Resident. If the problem remains, a resolution meeting is held among roommates/Residents and Landlord staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
  - c. Landlord staff may follow-up and revise the roommate/neighbor contract if needed.
  - d. Only after Landlord staff feels that the roommate/neighbor resolution process has been given a chance will changes in Apartment assignments be considered. Failure to resolve differences with other Resident(s) is not grounds for Lease Agreement termination.
  - e. Roommates/neighbors electing not to work through this prescribed resolution process may be assessed a \$200.00 transfer fee to change Apartments.
40. **GUESTS.** Resident may have visitors or guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident only and that guests must adhere to the rules and regulations and respect the rights of roommates. Resident's guests shall at all times conduct themselves in an orderly manner and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Residents. Resident's guests shall respect the privacy and right to normal use of the Premises by Resident's roommate(s). Overnight guests are not permitted without the express consent of all of Resident's roommates and prior written consent from Landlord. Resident's failure to observe these requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.
41. **CONTROLLED ACCESS.** The Apartment Community may be equipped with an electronic gate or gates (the "Electronic Gates") at one or more of the driveway entrances and/or exits of the Apartment Community. If present, Landlord installed the Electronic Gates in an effort to limit the number of individual(s) accessing the Apartment Community. The Electronic Gates, during business hours, restrict access to the Apartment Community for vendors, suppliers, movers, domestic personnel, nannies, potential residents, customers and others whose presence at the Apartment Community is deemed a benefit both for residents and for Landlord.

Resident understands, acknowledges and agrees that the Landlord shall be entitled, in Landlord's sole discretion, to keep the Electronic Gates, or any of them, open in such a manner so as not to restrict any access to the Apartment Community during the hours of 5:00 a.m. through 7:00 p.m. every day of every year. Notwithstanding the foregoing, Landlord shall not be required to keep the Electronic Gates, or any of them, open during such hours nor shall Landlord be required to provide residents with any notice of when or for what duration that Electronic Gates, or any of them, shall be open. Resident further understands, agrees and acknowledges that Landlord may make such other policies as Landlord deems appropriate regarding the Electronic Gates including, but not limited to, the removal and/or disabling of the Electronic Gates, or any of them, with or without notice to residents.

Resident understands, acknowledges and agrees that the Electronic Gates have been installed by Landlord strictly as a means of limiting the accessibility of the Apartment Community to individual(s) and that the Electronic Gates are by no means an assurance, nor are they intended to be an assurance, of residents' and/or residents' guests' personal or property safety and resident acknowledges that neither Landlord nor Manager make any representation, warranty or assurance regarding residents' or residents' guests' personal or property safety.

Resident agrees that the furnishing of the Electronic Gates does not constitute a guarantee of the effectiveness of the Electronic Gates or that the Electronic Gates will be operational or not otherwise subject to mechanical failure at any particular time. Resident further agrees that the furnishing of the Electronic Gates does not impose an obligation upon Landlord to continue to furnish the Electronic Gates in the future. Accordingly, Resident hereby releases and holds harmless Landlord and Manager, and their respective agents, officers, directors, employees, partners, representatives and those acting for or on their behalf from and against any and all expenses, costs, claims, rights and causes of action arising from or in any way related to the Electronic Gates, the use of the Electronic Gates, the operation of the Electronic Gates, Landlord's decision to leave the Electronic Gates open at any time, the maintenance of the Electronic Gates, the discontinuance of the use and/or operation of the Electronic Gates and any malfunction of the Electronic Gates, including, but not limited to, **SUCH COSTS, EXPENSES, CLAIMS RIGHTS AND CAUSES OF ACTION ARISING FROM LANDLORD'S AND/OR MANAGER'S NEGLIGENCE.**

42. **WIRELESS TELEPHONE CONTACT CONSENT.** Resident hereby grants express written consent to authorize Landlord, and our successors, assignees, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Resident will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal



updates and other marketing messages. Resident may receive approximately ten (10) messages per month.

Resident authorizes any and all communication methods described in this consent even if Resident will incur a fee or a cost to receive such communications. Message and data rates may apply. Resident further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Resident. Resident can change and manage this information in the Resident Portal Account.

Resident understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit [www.americancampus.com](http://www.americancampus.com). Resident represents that they have read and agreed to the Terms of Use and Privacy Policy available at [www.americancampus.com](http://www.americancampus.com).

Resident may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: [\[optout@americancampus.com\]](mailto:optout@americancampus.com), or by any other reasonable means.

Resident must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

{{ \$PetPict }}  
Yes/No

Resident Phone Number Provided via Housing Application: 9564224803

- 43. **REQUIRED METHOD OF CONTACT.** Resident must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with your Lease Agreement or such services to be provided in the future by any Authorized Entities in connection with your Lease Agreement. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your immediate attention and other matters in connection with your Lease Agreement, as permitted by applicable law. Resident acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Resident has opted- out of promotional SMS text messages and/or email in accordance with section 43 hereinabove.

In addition, you further expressly consent and authorize any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Resident further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term. Changes to this information can be updated by contacting the Landlord.

- 44. **COMMON AREAS.** Resident permission for use of the Fitness Center, Common Areas, and other amenity areas of the Apartment Community (the "Facilities") located at the Apartment Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease Agreement, these Rules and Regulations in effect at any given time, and such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of either the Lease Agreement or the Rules and Regulations shall control. Landlord reserves the right to set the days and hours of use for all Facilities and to change the character of or close any of the Facilities based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Landlord and Manager may make changes to the Rules and Regulations for use of any of the Facilities at any time.

**Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the Facilities at the Apartment Community. Resident agrees to hold Landlord harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.**

**THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENTS' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AGREEMENT, THIS ADDENDUM, AND RULES AND REGULATIONS, AND RESIDENT INTENDS TO AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Landlord" shall include the Manager, officers, partners, employees, agents, assigns, Landlords' subsidiaries and affiliates of Landlord.**

**RESIDENT UNDERSTANDS THAT LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE FITNESS CENTER AND/OR THE EQUIPMENT OR FACILITIES PROVIDED IN THE EXERCISE ROOM ARE FIT FOR ANY PARTICULAR PURPOSE. LANDLORD DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE FACILITIES AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO OR INJURY, ILLNESS, OR DEATH FROM THE NOVEL CORONA VIRUS.**

We all have a role in limiting the spread of COVID-19. These rules related to Common Areas, Premises and Facilities have been developed with the health and safety of residents and team members and in accordance with state/local orders and guidance from public health authorities.

Follow health and safety guidance from state/local government and public health authorities. Additional resources can be found online at:

- Centers for Disease Control and Prevention – [www.coronavirus.gov](http://www.coronavirus.gov)

**Residents must:**

- Comply with all posted signs and published rules relating to specific Common Areas or amenities, including occupancy limits and protective measures.
- Maintain safe physical distancing (at least six (6) feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
- Self-screen before utilizing any amenity or entering any enclosed Common Area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
- Utilize reservation system (if applicable) and respect any time limits that apply for usage.
- Wash or disinfect hands upon entry into any Common Area and after using any amenities or interacting with other individuals not within the same household.
- Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.



- Leave any outdoor furniture where it is; do not move furniture.
- Consider wearing face cloth coverings (over nose and mouth) when entering a Common Area or amenity.

Always assume that anyone could have COVID-19.

Landlord makes no representation or warranty that our Common Areas, Premises or Facilities are free of COVID-19 or that persons occupying the Premises and using the Common Areas or amenities are not infected with COVID-19.

45. **QUIET AND COURTESY HOURS** - Resident shall comply with QUIET HOURS and COURTESY HOURS in the Apartment Community as posted, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. For purposes of clarification QUIET HOURS during the week are from 11:00pm- 8:00am and during weekend nights (Fri. – Sat.) are from 12:00am-8:00am. COURTESY HOURS are in effect twenty-four (24) hours a day and dictates that any noise perceived to be excessive or disturbing to other Residents at any time is contrary to the rules and regulations. This includes, but is not limited to the swimming pool, spa, barbecue grill area, sundeck, and sand volleyball court. No guests or visitors shall be authorized in the recreational areas except when accompanied by Resident.
46. **ACCESS.** Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Landlord may remove bicycles from such areas and a \$25.00 removal fee will be charged to the Owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
47. **SECURITY.** Neither Manager, Landlord, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Manager, Landlord, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the Apartment Community that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the Manager and advise them of the problem. You acknowledge that neither employee of either entity has any obligation to respond to calls relating to security. The employees of the Apartment Community, the Manager and the Owner are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Manager, Landlord, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present Apartment Community, there is no obligation on the part of Manager or Landlord to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Apartment Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in your apartment or located in the Apartment Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the Manager in writing about the problem. The Manager will then contact the appropriate party to effect repair or replacement.

You acknowledge and understand that neither Manager, Landlord, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your Premises or located on the Apartment Community, such as an intrusion alarm, access gate system, surveillance cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

You hereby release, Manager, Landlord, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

48. **CONSTRUCTION OR RENOVATION**

In the event the Apartment Community is under construction or renovation, Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by Resident, occupants or their respective guests is strictly prohibited.

Resident acknowledges that the noise and the inconvenience of such construction at the Apartment Community may cause minor disturbances to the quiet and enjoyment of the Premises by the Resident. Resident further agrees that the amenities, including the clubhouse, pool, or other Common Areas, may be unavailable for use by Resident, Resident's occupants and guests during the period of construction.

The Resident hereby waives any right to withhold Rent due to inconvenience or disturbance of quiet enjoyment of Resident's Premises or the inability to use the amenities or Common Areas or put forward such noise or construction activity as a breach of Manager's duty pursuant to applicable state statutes.

There is no abatement of Rent (in other words, Rent is due from the original Starting Date of Lease Term), but we will provide lodging (with not more than one other person assigned to the room) at an area accommodation until your Premises are ready for occupancy. You will be solely responsible for any charges other than the cost of the room and related taxes, such as, but not limited to, telephone charges, television charges, and room services. You are responsible for any damage you cause to the lodging facility. If you are removed from the accommodation by the facilities owner, or if you are asked to leave the facility because of your failure to follow its policies, any obligations by us under these Rules and Regulations shall immediately terminate. Please remember you will owe Rent from the original Starting Date of Lease Term.

49. **PARKING AREAS & PERMITS – PARKING AREAS & PERMITS.** All PARKING RULES, REGULATIONS AND ENFORCEMENT, including those delineated here, are handled by the Texas A&M International University Police Department any questions should be directed to their office at 956-326-2100.

**MOTORCYCLES –** Motorcycles and all other motorized two or three-wheeled vehicles shall be licensed for operation on public roadways and shall be registered and only parked in a properly marked parking space.

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

YOUR VEHICLE IS PARKED:

- a. IN A FIRE ZONE, TOW AWAY ZONE, NO PARKING ZONE
- b. IN A HANDICAPPED SPACE WITHOUT PROPER IDENTIFICATION
- c. BLOCKING ANOTHER VEHICLE
- d. BLOCKING DUMPSTERS
- e. IN THE GRASS, ON SIDEWALKS, OR ON CURBS
- f. BLOCKING AN ENTRANCE OR EXIT
- g. VIOLATIONS OF THE UNIVERSITY PARKING RULES AND REGULATIONS

All resident vehicles must be in operating condition and properly registered; vehicles not in compliance will be towed at Vehicle Owner's expense. Resident may not maintain, repair or wash vehicles on the property. Vehicles, including but not limited to, that incur any of the following violations listed below may be noticed with a warning and given twenty-four (24) hours to correct the violation before the vehicle is towed unless other arrangements have been made with Landlord:

- a. VEHICLES WITH EXPIRED PLATES OR INSPECTION STICKER
- b. INOPERABLE VEHICLES
- c. VEHICLES ABANDONED OR NOT BEING DRIVEN. (Resident may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily)

50. **LOCKS.** Locks may not be altered, changed or added by Residents under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited.
- a. **Lock Rotation:** Landlord may, from time to time and without prior notice, change locks on any unit for security purposes. Resident will be instructed to exchange keys at the Apartment Community Office. Should a resident not return the original issued keys for the unit or fail to check-out their new keys within forty-eight (48) hours of the lock change the unit key(s) will be declared missing, the responsible Resident shall pay for the lock change of the entire unit.
  - b. **Lost Key Charges:** Any lost unit or mailbox key should immediately be reported to the Apartment Community office. Charges of \$10.00 per key will be made for each key that is damaged. Charges of \$25.00 will be made to re-key the unit due to a lost key.
  - c. **Lock-out Charges:** Residents may from time to time become locked-out of their unit, the Apartment Community provides a lock-out service for Residents. All residents are afforded one (1) free lock-out per semester regardless of time of day. Lock-out fees operate on a sliding scale based on the time of day and the number of lock-outs accumulated during the year; these fees are outlined in the Resident Handbook.
51. **STORAGE.** No storage for unwanted furniture is available. Resident will be held responsible for furniture, and must be returned to its original position prior to checkout.
52. **MODEL DISCLAIMER.** The model Apartment, including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, light fixtures and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which the Owner intends to use in the Apartment to be leased to Residents. The actual colors, styles, sizes, shapes, models, designs, materials, manufacturers and upholstery of these items in the Apartment to be leased may vary. The actual Apartment to be leased will not include the lamps, artwork, pictures, clothing, unattached appliances, accessories, other personal property and decorations contained in the model which are for display purposes only. The actual furniture provided may vary by number of beds and baths leased.
53. **HAZING.** Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person."
54. **GLASS.** Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.
55. **SIGNS.** Landlord shall approve all signs, posters or other items before they may be posted in any public area.
56. **FAILURE TO COMPLY.** Resident shall comply with all written and verbal requests and instructions from Apartment Community staff and University Officials.
57. **CHRONIC MISBEHAVIOR.** If Resident establishes an unacceptable pattern of misconduct or is frequently in found to be in non-compliance with these Rules & Regulations or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.
58. **FULL FAITH & CREDIT** - As a student in University Housing Resident is responsible for all conduct and activities including those of any guests, in all University Housing Facilities. If Resident violates State Law, the University Code of Conduct, or the Policies of any TAMIU Housing Facility, Resident will be held responsible for the violation in the facility

**CLASS ACTION WAIVER.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and *you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE AGREEMENT, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE AGREEMENT.

59. **PRIVACY POLICY.** By initialing in the space provided, you acknowledge that you have received notice of the Privacy Policy available at [www.AmericanCampus.com](http://www.AmericanCampus.com).

**UNIVERSITY VILLAGE AT LAREDO (“Apartment Community”)**

**Policy and Procedure for Termination or Suspension of University Housing Contracts Due to Emergency Events**

**Regarding Lease Agreement by and between Maria Rodriguez (“Resident”) and TEXAS CAMPUS LIFESTYLES MANAGEMENT (Laredo) (“Landlord”).**

**TERMINATION OR SUSPENSION DUE TO EMERGENCY EVENT:**

If at any time during the Term of the Lease Agreement the Landlord determines that closure of the Apartment Community is necessary or advisable due to an emergency, as a result of any governmental order or action, or a Force Majeure event (“Emergency Event”), the Landlord may terminate or suspend the Lease Agreement. Suspension of the Lease Agreement does not extend the Term of the Lease Agreement. Upon cessation of the Emergency Event, as determined by the Landlord, the Lease Agreement suspension will cease, and the Lease Agreement and all its terms and conditions continue in full force and effect.

If, at any time during the Term of the Lease Agreement the University should move to partial or full online classes, yet the Apartment Community remains open, no change will be made to the Lease Agreement. The Lease Agreement and all its terms and conditions will continue in full force and effect.

If closure of the Apartment Community occurs, Landlord will communicate to Resident any adjustments to the Term of the Lease Agreement and/or adjustments to amounts owed by Resident under the Lease Agreement.

**MOVE-OUT PROCEDURES:**

Upon notification of an Emergency Event that necessitates closure, the Resident will be required to remove all of the Resident’s personal property and vacate the room/apartment no later than fifteen (15) days after notification by Landlord of such Emergency Event. The Resident must move out and return all keys per proper checkout procedures, which will be provided to the Resident in the notification of the Emergency Event.

If the Resident’s personal property is not completely removed from the Resident’s assigned room/apartment by the specified deadline, such personal property will be deemed abandoned. If there has been abandonment of the Resident’s personal property in connection with the Resident’s room/apartment, the Landlord may remove, dispose of, and/or store all such property remaining in the Resident’s room/apartment. The Landlord is not responsible for loss of or damages to the Resident’s abandoned personal property. The Resident is responsible for costs associated with the removal, disposal, and/or storage of the abandoned personal property as well as the cost of remediating any unsafe, unsanitary, or odiferous condition of the Resident’s room/apartment due to the Resident’s failure to vacate the Resident’s room/apartment by the specified deadline.

Notwithstanding the foregoing, if an Emergency Event results in the University switching to a remote-teaching environment but the Landlord determines not to close Property and not to suspend or terminate the Lease Agreement, the Resident may still remove all of the Resident’s personal property and vacate the room/apartment, but in such a case the Resident will not be entitled to adjustment of amounts owed and all of the terms and conditions of the Lease Agreement will remain in full force and effect. Furthermore, if the Resident elects to vacate the premises under these circumstances, the Resident must submit a petition for release from the Lease Agreement in writing and follow specified move-out procedures.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date