

RULES AND REGULATIONS

University Ridge at East Stroudsburg University

These Rules and Regulations are agreed to by Resident for the purpose of preserving the welfare, safety and convenience of Residents in University Ridge, for the purpose of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving Owner's property (the "Premises") from abusive treatment.

The Rules and Regulations specified herein are subject to modification by the Owner during the term of this agreement. Resident is also responsible for complying with any guidelines, policies and procedures applicable to the University Ridge facility, including those of East Stroudsburg University of Pennsylvania.

Noise. Noisy or disruptive behaviors which interfere with another person's or a group's free exercise of academic or personal pursuits or their ability to sleep or study, including, but not limited to: stereo at high volume, excessive yelling or other types of noise, violations of established floor/hall quiet hours and large gatherings/parties are prohibited. Appropriate noise levels are determined at the sole discretion of a University Ridge staff member and/or law enforcement agency.

Assignment Policy. In making apartment assignments, the Owner will not honor any request that discriminates on the basis of race, color, creed, sex, religion, socioeconomic status, sexual orientation, marital status, personal appearance, age, national origin, political affiliation, physical or mental disability, or on the basis of the exercise of rights secured by the First Amendment of the United States Constitution. The Owner shall have the sole right to determine all apartment assignments and reserves the right to change apartment assignments and/or reassign spaces as deemed necessary in Owner's sole discretion. Without notice, the Owner reserves the right to consolidate apartment assignments and to assign a new resident into any unit that falls below occupancy. The Owner shall not be liable for failure to give any resident possession or occupancy of a specific, assigned apartment on the Contract Commencement Date. Alternative housing will be provided by the Owner on the basis of availability.

Check-in and Checkout Procedures. All residents must check in through the Owner to obtain key(s). Failure to check in through the Owner shall result in the assessment of a One- Hundred-Dollar (\$100.00) administrative charge. Immediately preceding Resident taking possession of a Premises, Resident shall conduct an inspection of Premises and shall input a work order on the University Ridge website in the student portal, incorporated herein by reference, any damages to the premises which exist upon delivery of the premises, whether or not the Owner agrees to repair or remedy same. Owner shall inspect the Premises upon Resident's surrendering possession thereof at the termination of this Contract and the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by the Owner to have arisen during Resident's occupancy in the use of the Premises. Resident shall surrender possession of the Premises in a clean and sanitary condition, including, but not limited to any and all appliances, each bedroom, living room, kitchen, closet, and hallway of the Premises.

Solicitation/Canvassing. Solicitation and/or canvassing of any kind, without the prior consent of the Owner, will not be permitted in or about the Premises. Resident is prohibited from distributing or causing the distribution of handbills, circulars, advertisements, papers, or other items which if discarded would tend to cause litter in the Premises, the common areas of the Premises, the grounds of the Premises, or under the doors of the apartments.

Maintenance and Care. Resident shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Premises. Resident shall not install or modify any fixtures without the written consent of the Owner. Resident shall not lay contact paper on any shelves or walls and agrees to use a minimum of small tacks and/or nails to hang personal effects on walls. Resident shall not paint or wallpaper the apartment or any fixtures without the written consent of the Owner. Resident acknowledges acceptance of the apartment unit in its present condition, agrees to maintain the apartment and return it to the Owner at the termination of this Contract in as good condition as when taken, reasonable wear and tear excepted. Resident, at his/her own expense, shall keep the apartment clean and fit for habitation and shall be responsible for all damage to the apartment including but not limited to furnishings, walls, floor, carpet, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems as a result of Resident's neglect, including that of Resident's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage. Damage to the common areas will be assessed to a specific Resident if the Resident or the Resident's guest has been identified as the responsible party. Failing such identification, damages to the common areas will be split evenly amongst all Residents with access to the common area (any area outside private bedroom is considered common space; including *both* bathrooms). Additional charges may be assessed for the inappropriate disposal of objects in toilets, sinks and/or garbage disposals.

Resident shall deposit all refuse into dumpsters located throughout the community. Under no circumstances may the Resident leave refuse in cartons or otherwise in the hallways, stairwells, lobbies, grounds, parking areas, or other area of the Premises. In addition, no garbage can or refuse container of any kind, other than those provided by the Owner may be placed anywhere outside on the Premises. Resident is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests.

Fire or Other Emergency. Setting or fueling a fire of any size is prohibited. The Resident shall give immediate notice to the Owner of fire, accident, damage, and dangerous or defective conditions. All Residents must evacuate the Premises during a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Fire warning devices and safety equipment are to be used only in the case of an emergency. Upon the sounding of a fire alarm, the Resident should proceed according to the instructions posted in and about the Premises; they are also given out at the 1st mandatory building meeting and emailed to every student. Intentional sounding of an alarm outside of an emergency situation or tampering with emergency equipment will be considered a criminal offense and the person or persons responsible will be treated accordingly. Tampering with apartment smoke detectors is prohibited. The Owner reserves the right to impose additional charges, penalties or sanctions for tampering with fire or life safety equipment in addition to criminal and judicial action. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Owner or University officials, refusal to cooperate with any reasonable request by the Owner, its agents, or University officials acting in performance of their duties is prohibited. Resident shall be responsible for avoidable fire alarms initiated by Resident and/or guests.

Fire Hazards. The use of kerosene, propane or electric space heaters within Owner apartment housing is prohibited. The use of open flame devices, hot plates, and halogen lamps, as well as the burning of incense are all prohibited in or about the Premises. All torchier-style lamps,

including but not limited to those that use halogen, incandescent or fluorescent bulbs, are prohibited. Any style lamp that uses a halogen bulb, 101 watts or more is likewise prohibited. Connecting three or more sets of stringed lights, including but not limited to holiday lights is likewise prohibited. All candles and open flames are strictly prohibited in, on, or around University Ridge property at all times. Specifically, this includes candles and incense inside any apartment unit. Use of the stove, microwave and/or oven while apartment is unoccupied is also prohibited.

Hazardous Substances and Weapons. Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substance designed to injure others or damage property, in any apartment, hallway, or about the Premises. The storage or use of gasoline or electrical powered vehicles or engines regardless of their state or dismantlement in the apartment is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

The possession or use of any weapons, fireworks, or explosive devices in or about the Premises is prohibited. No weapon of any kind is permitted in or around the Premises. In the event the Owner discovers that Resident is in possession of a weapon, the Owner shall have the right to immediately notify proper authorities and take legal action as necessary up to and including initiating the eviction process. What constitutes a weapon is at the sole discretion of management.

Smoking. University Ridge is a smoke-free community. Smoking in apartments, lobbies, hallways, stairwells, offices, recreational areas, and all other public and/or private areas within Owner Premises is prohibited. Outdoor smoking shall be limited to the scope of the ESU policy in addition to any other rules or regulations imposed at the discretion of owner, Failure to follow these rules will constitute a default on your contract agreement.

Renovation and Repair. The Owner reserves the right to reassign Resident to another apartment in the event there is a need to provide for renovation or repair of the Premises. If Owner initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Resident and, whenever possible, advance notice will be given to the Resident as to the nature and time of the work which will be done. Resident shall not withhold rent payment due to renovations or repairs.

Passive Participation. Resident is responsible for all activities that occur within their living space (apartment or room). By failing to report or stop such behaviors or items that violate the policies and regulations of University Ridge, local, federal, or state laws the Resident has demonstrated an implied consent and passive participation in and for the violations. Resident is responsible for taking an active role in ensuring that inappropriate behaviors or items do not exist in their living space (apartment or room) or building. It is the Resident's responsibility to report behaviors that violate University Ridge policy to a staff member. Passive participation in events that violate policy will not be tolerated and in determining responsibility, may be viewed as equal to active participation. Residents will be considered in violation of policy if they fail to report and then remove themselves from activities or situations which violate University Ridge rules and regulations.

Pets. The presence of any animals or pets about the Premises is prohibited, with the exception of fish when all apartment roommates agree. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Certified service animals/guide dogs are allowed with the prior notification and written documentation of need for such to Owner. All unauthorized pets will need to be removed immediately and Resident may be forwarded to the ESU Judicial system for a health and safety violation. Refusal to remove animals from premises may also result in initiating the eviction process.

Equipment. Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.

Signage. No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the Premises without the written approval of the Owner.

Window Screens and Windows. Window screens must remain permanently in place to fulfill the intended purpose and to avoid damage or loss. Participating in throwing, dropping or causing objects to fall from a complex window is prohibited. No Resident may hang laundry or shake rugs from a unit window. No window may be used as an entrance or exit except in an emergency. All windows, blinds, and draperies must be maintained such that they present a white exterior coloration.

Furniture. Resident shall take good care of the furniture and agrees to maintain the furniture and return it to the Owner at the termination of this Contract in as good a condition as when taken, reasonable wear and tear accepted. Residents shall not disassemble any existing furniture or fixture, and existing furniture shall not be removed from Resident's assigned apartment. No oversized and/or heavy furniture is permitted in any apartment unit, including, but not limited to, all types of lofts, wood structures, bars, waterbeds and/or other water-containing furniture, all of which are strictly prohibited. No furniture may be removed from public areas. The use of temporary and/or permanent hot tubs is prohibited. Cinder blocks and all other unapproved "lofting" systems are prohibited.

Keys and Locks. Keys are the property of the Owner and must be returned at the end of Resident's occupancy. Charges of Thirty Dollars (\$30.00) per bedroom key, Fifteen Dollars (\$15.00) per mailbox key, and Fifteen Dollars (\$15.00) per proximity disc/fob will be made when not returned at the end of the term of Resident's occupancy, lost, or otherwise requiring replacement. An additional charge of One Hundred Twenty Five Dollars (\$125.00) per lock will be assessed for lock and key replacement to any apartment entry unit. Resident agrees not to duplicate keys. Resident agrees not to distribute or loan keys to others. Resident agrees not to alter any locks or install additional locks without written permission of the Owner. Resident further agrees to provide Owner with copies of keys to any locks which are installed with the written permission of the Owner. Resident may request a receipt for all keys returned to the Owner.

Building entry doors are to remain locked at all times and may not be tampered with in any way. Only residents residing in a building will have access to that building. Residents must use provided access card to gain access. Guests are permitted only when accompanied by a Resident residing in the Premises. Resident assumes full responsibility for any damage or injury caused to the Premises and others by Resident's guests. Apartment entry doors should be locked at all times. Owner assumes no responsibility for damages/issues that occur due to apartment entry or bedroom doors not being properly secured. Owner strongly encourages all residents to procure renters insurance.

Lock-out. Resident will be asked for a small donation to charity each time Resident locks him/herself out of the Premises, and requests Owner's assistance in gaining entry to the Premises after the Community Center is closed. Failure of Resident to return loaned key in specified time will result in an administrative lock/core change at Resident's expense. Resident must show original key to staff upon returning loaner key.

Conduct.

Sports Equipment. Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the premises includes but is not limited to: darts, roller blades, skis, snowboards, sleds, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, nerf balls, frisbees, etc. Unregistered bicycles are prohibited from the Premises. Bicycles must be registered stored in the provided racks and not stored in the apartments or buildings.

Endangering Behavior. The Owner may terminate the Contract prior to the expiration of the Contract and immediately remove Resident and his or her guests from the Premises in the event the Resident's behavior or the behavior of any of Resident's guests residing at the apartment is or has a serious potential for becoming dangerous to the Resident or others. In this case, the balance of the contract base rent will be immediately due and payable.

Guests. Residents will be held responsible for the conduct of their guests, including payment for any damages caused by their behavior. If the behavior of a Resident's guest becomes a nuisance to the community or neighbors in the sole judgment of the Owner, it may remove quest privileges for the Resident or it may terminate the Resident's Contract and trespass the guest from the premises. In this case, the balance of the contract base rent will be immediately due and payable.

University Ridge Staff. Each University Ridge staff member is hired to perform job functions specifically designed to enhance the quality of living for the entire community. If, at any time, a University Ridge staff member is prohibited from performing the functions of their job, and/or their quality of life is affected by any University Ridge resident, visitor and/or guest, responsible parties will be held accountable and may face sanctions up to and including filing papers for eviction with all remaining rent being due and payable immediately and without notice from Owner. These actions include but are not limited to verbal or physical threats, abuse, personal property damage, harassment, assault, or perceived fear that health and safety and/or integrity of their personal property is compromised. This decision is the sole judgment of the Owner and/or University Ridge Management staff.

Drug and Alcohol Policy. Residents of Owner Housing shall abide by University policies, procedures and regulations and local, state and federal laws regarding alcohol and drug use as follows:

The possession of any illegal drug is prohibited. The sale, distribution, or provision of any illegal drug is prohibited. Possession and use of drug paraphernalia is prohibited. Students found to be involved with, using, possessing or distributing drugs or drug paraphernalia in or around the Premises will be referred to the police, East Stroudsburg University's Office of Judicial Affairs, and any other agencies with jurisdiction.

The possession, consumption, and/or sale of alcohol are prohibited, regardless of age. Violations may result in administrative and/or disciplinary sanctions. Serious or repeated violations could result in the responsible Residents having their Contract Agreement terminated. In this case, the balance of the contract base rent will be immediately due.

Any alcoholic container (empty or not) and/or drinking games of any kind (with alcohol or otherwise) is strictly prohibited on University Ridge property. This includes but is not limited to the following: alcohol bottles/cans/cases (collectables included), pong tables (University Ridge property cannot be removed/used), bongos, or any other illegal or converted alcohol/drug paraphernalia.

Reasonable Request. Resident or guests, shall, upon demand by University Ridge or Capstone Staff, ESU Police, or any other identifiable legal or staff entity attempting to procure information provide valid identification such as E-Card, Driver License, or any other government issued ID. Resident and guests shall also adhere to all reasonable requests made by staff to maintain the integrity of the University Ridge community.

Parties. Common areas need to be reserved in advance of any gatherings. Whether in apartments, bedrooms, or other gathering spots, parties or other events must not: a) become too large for the host Resident(s) to exercise responsible control over the behavior of Residents and guests, b) expand beyond the boundaries of the individual bedroom or apartment or c) be open to all or advertised in any way. Capstone Management staff and University Police, if necessary, will intervene, document and instruct the host(s) to end the event when gatherings:

- Result in excessive noise, damage or destruction, fighting or other disruptive behavior.
- Exceed the boundaries of the unit, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas.
- Violate fire code or occupancy regulations or laws.
- Have been advertised or promoted through flyers, posters, online, or through other means.
- Violate any part of the contract.

Quiet and Academic Living Environment. Conduct that infringes upon the rights of others to a quiet, academic living environment is not acceptable under any circumstances and is cause for administrative and/or disciplinary action and removal from Owner housing. This includes intentionally or recklessly causing physical harm, or immediate expectation of physical harm, to any person or staff member, including assault/battery, harassment or intimidation, intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfere with that person's academic, social, or job related pursuits, sleep and/or other personal pursuits. This includes malicious pranks and issuing threats.

Beginning at 10pm on the last day of classes each semester and ending at the time of the last final in a given semester, 24-hour quiet hours will be in effect and the utmost consideration of other Residents' needs will be required. Failure to comply with reasonable requests of other Residents and staff may result in documentation and referral to the University Ridge judicial process and/or the ESU adjudication process.

Entrance. Resident is prohibited from entering another Resident's apartment or bedroom without prior permission.

Ceiling. Residents are strictly prohibited from affixing any object, allowing any objects, water or any other liquids to come in contact with, or painting any ceiling areas. Hanging any objects from sprinkler heads or tampering with sprinkler heads in any way is also strictly prohibited. Any damage to the sprinkler heads or ceiling or water damage to any personal property which is the result of a Resident and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Resident.

Damage. Any damage to an apartment unit or the common areas, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. To the extent not identifiable, all co-Residents will be jointly and severally liable and will be assessed a charge. Owner losses resulting from Resident negligence will be evaluated and assessed to the appropriate individual(s). All invoices for damage are for the restitution of the damage that has occurred and must be paid within thirty (30) days.

The Resident agrees to immediately reimburse the Owner for any charges that are assessed as set forth in this agreement. Should charges be assessed and totaled after the expiration of this agreement, they shall constitute a debt payable by Resident immediately upon demand by the Owner. Resident is responsible for guest(s) behavior and any charges or damages that result from misbehavior.

Intentionally or recklessly destroying, damaging or defacing Owner or University property is prohibited.

Transferring Units. The Owner shall not be liable for any personal conflict of Resident with co-Resident's guests or invitees, or with any other Residents that reside at the Premises. Therefore, a conflict between Residents does not constitute grounds for termination of this Contract. The Owner acknowledges that there may be valid reasons why a request for transfer within the community would be considered and approved. Any Resident desiring a transfer should make a formal request to the Owner. The request must include the reason for the requested transfer. Space permitting, if the request is valid and practical, and an inspection of the Resident's current apartment unit is satisfactory; Resident will be notified of a new assignment. In order to make the transfer process from one unit to another run smoothly, the following policy has been established. Residents requesting an apartment transfer must comply with the following procedures:

1. Submit a written request to the Agent's Management Office.
2. Agree to a specific move in date.
3. Arrange for an inspection, of current apartment, with the Owner.
4. Agree to pay all monthly rates, damage costs and utility charges outstanding and any hidden damages found by the Owner attributable to Resident.

Parking. ESU charges for Ridge parking passes which may be picked up at Enrollment Services. Any student living at the Ridge may get a parking pass. The Ridge pass is only good for the Ridge parking lots. Resident and all Resident's guests shall comply with the Owner's and the University's parking and traffic regulations at all times. Parking charges, if any, are dictated by and paid directly to East Stroudsburg University. Driving or parking on lawns or other landscaped areas and walkways is strictly prohibited. All vehicles owned by Resident shall be properly licensed and registered according to the University Ridge and ESU parking policy. Any unlicensed and/or unregistered vehicle or illegally parked vehicle will be towed, booted, ticketed, and/or stored at the vehicle owner's expense. Guests must park in the overflow lot on the west side of building number 10; guest parking passes are required and available in the office during normal Community Center hours and must be obtained by Ridge residents for guests with the car's license plate number. The guest pass may not be issued for more than three consecutive days.

Adjudication Process. Violation of the Contract Agreement, Rules and Regulations for University Ridge, and the ESU *Code of Student Conduct* and any other ESU guidelines, policies or procedures applicable to the University Ridge facility, are subject to the adjudication process published by the Capstone Management office. Sanctions for violations of these documents are described in Section 17 of the Contract Agreement.

Evacuation. Resident agrees to evacuate in the case of emergency at the sole discretion of the Owner and/or the East Stroudsburg University. Resident understands that no reduction in rent will be given in the case of emergency evacuations.