South Campus Commons
RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference and made a part of the Lease between Landlord and Tenant. The Rules and Regulations have been adopted for the purpose of preserving the welfare, safety and convenience of all tenants in South Campus Commons, for the purpose of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving Landlord's property from abusive treatment.

THESE RULES AND REGULATIONS SUPERSEDE ANY AND ALL PREVIOUS RULES AND REGULATIONS.

The Rules and Regulations specified herein are subject to modification by the Landlord during the term of the Lease. Tenant shall be bound by all such modifications upon notice of same from Landlord.

1. **Noise.** Noisy or disruptive behaviors which interfere with another person's or group's free exercise of academic or personal pursuits or their ability to sleep or study, including: stereo at high volume, excessive yelling or other types of noise, violations of established floor/hall quiet hours and large gatherings/parties are prohibited. **Amplified musical instruments, group music rehearsal and other activities which can be heard outside the Apartment Unit are prohibited. Courtesy Hours are in effect 24 hours a day/7 days a week. Quiet Hours will occur during time periods surrounding midterms, finals, and any other time deemed appropriate by Landlord. Notification of these hours will be posted around the Common Areas of the Property 24 hours prior to the start of the Quiet Hour Period.**

2. **Assignment Policy**. In making Apartment Unit assignments, the Landlord will not honor any request that discriminates on the basis of race, color, creed, 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 Landlord shall have the sole right to determine all Apartment Unit assignments and reserves the right to change Apartment Unit assignments and/or reassign Premises in Landlord's sole and absolute discretion. The Landlord reserves the right to consolidate Apartment Unit Assignments and to assign a new Tenant into any Apartment Unit that falls below permissible occupancy. The Landlord shall not be liable for failure to give any Tenant possession or occupancy of a specific, assigned Premises on the Lease Commencement Date. Alternative housing will be provided by the Landlord on the basis of availability.

3. **Check-in Procedures**. All Tenants must check in through the Landlord to obtain key(s). Failure to check in through the Landlord shall result in the assessment of a One-Hundred-Dollar ($100.00) administrative charge. A Room Condition Report form will be provided to Tenant at check-in. The Room Condition Report should be completed by Tenant and submitted to the Management Office within 2 days of check in. Failure to return a Room Condition Report within two days from move-in date shall be construed to mean that Tenant acknowledges that the Apartment Unit and Premises contain all furnishings and that the furnishings and the Apartment Unit and Premises are in good condition. It is the Tenant's responsibility to settle account obligations before check-in date. Failure to check-in properly could result in a $100 improper check-in fee per person.

4. **Check-out Procedures**. At check out, Tenant may request to attend Landlord's inspection of the Apartment Unit and Premises by making an appointment at the Management Office. Appointments must be made at least two business days in advance, and shall occur during normal business hours. Tenant must submit keys and have cleared the Apartment Unit and Premises of all belongings at time of Inspection Appointment. Tenant understands that any of Tenant's items left anywhere in the Apartment Unit or Premises at the time of check-out is considered abandoned property and will be removed and discarded immediately. Tenant further agrees that when Tenant vacates the Apartment Unit and Premises, all of the furnishings of same shall be left in the same condition as when leased, reasonable wear and tear excepted. If Tenant re-leases his/her Premises, check-out and check-in at designated service desk is required unless other arrangements are made in advance with management. Failure to check-out properly could result in a $100 Lease Hold Over Fee per day.

5. **Solicitation**. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted anywhere in the Building or about the Property.

6. **Maintenance and Care**. Tenant shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Building, Apartment Unit, Premises or anywhere on the Property. Tenant shall not install or modify any fixtures without the written consent of the Landlord. Tenant shall not lay contact paper on any shelves or walls and agrees to use a minimum of small tacks and/or brads to hang personal effects on walls. Tenant shall not paint or wallpaper the apartment or any fixtures without the written consent of the Landlord. Tenant acknowledges acceptance of the Apartment Unit and the Premises in its present condition, and agrees to maintain and return same to the Landlord at the termination of this Lease in as good condition as when taken, reasonable wear and tear excepted.

   Tenant, at his/her own expense, shall keep the Apartment Unit and Premises clean and fit for habitation and shall be responsible for all damage to the Apartment Unit and Premises, including but not limited to furnishings, walls, floor, carpet, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems, including damages resulting from Tenant's neglect, including that of Tenant'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 tenant if the tenant or the tenant's guest has been identified in a manner approved by Landlord as the responsible party. Failing such identification, damages to the common areas will be split evenly amongst all tenants with access to the common area. Damage charges will be assessed when damages are found including to tenants who continue to reside in the Premises, Apartment Unit or Building. Additional charges may be assessed for the inappropriate disposal of objects in toilets, sinks and/or garbage disposals.

   Tenant shall deposit all refuse into receptacles as outlined in the Resident Handbook. Under no circumstances are Tenants to leave refuse in cartons or otherwise in the trash area, hallways, lounges, study areas, lobbies, balconies, patios, or other area of the Building, Apartment Unit or Premises. In addition, no garbage can or refuse container of any kind, other than those provided by the Landlord may be placed anywhere outside on the Property. Tenant is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests. Tenant is also responsible for recycling in recycling containers provided in each unit.

7. **Fire or Other Emergency**. Setting or fueling a fire of any size is prohibited. The Tenant shall give immediate notice to the Landlord of fire, accident, damage, and dangerous or defective conditions. All Tenants must evacuate the Building 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 Tenant should proceed according to the instructions posted in and about the Property and provided in the Resident Handbook. 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 smoke detectors is prohibited. The Landlord 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. Common area safety equipment such as exit signs found in a unit will be considered evidence of tampering with fire or life safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Landlord, its Agent, or University officials, refusal to cooperate with any reasonable request by the Landlord, its Agent, or University officials acting in performance of their duties is prohibited. Tenant shall be responsible for avoidable fire alarms initiated by Tenant and/or Tenant's guests.

8. **Fire Hazards**. The use of wood or charcoal stoves and/or flammable liquid, gas or electric space heaters within the Building is prohibited. The use of candles or other open flame devices, the use of hot plates, burning of incense and the use of halogen lamps are all prohibited anywhere in the Building or about the Property. 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 Christmas lights is likewise prohibited. Use of the stove, microwave and/or oven while Apartment Unit is unoccupied is also prohibited. Furthermore, oven and/or stove units should not be left on for longer than needed to cook or warm food items. Live cut trees (Evergreen Christmas trees, Chanukah bushes, etc.) are prohibited in residence.

9. **Hazardous Substances and Weapons**. Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, gas, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substances which may injure others or damage property, in any Apartment Unit, 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 Building is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

10. State Law strictly prohibits the possession or use of any weapons, fireworks, or explosive devices in the Building or about the Property. No weapon of any kind is permitted in the Building. In the event the Landlord discovers that Tenant is in possession of a weapon, the Landlord shall have the right to immediately notify university police.

11. **Smoking**. Consistent with University residence hall policies, South Campus Commons is a smoke-free community. Smoking in Apartment Units or the Premises, lobbies, and laundry rooms, hallways, offices and all other public and/or private areas within the Buildings is prohibited. Outdoor smoking shall be limited to certain designated areas as indicated in the Resident Handbook. Cigarettes, cigarette butts, and associated packaging must be properly extinguished and disposed of in designated containers.

12. **Renovation and Repair**. The Landlord reserves the right to reassign Tenant to another Premises and/or Apartment Unit in the event there is a need to provide for renovation or repair of the Premises, Apartment Unit or the Building if another space is available. If Landlord initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Tenant and, whenever possible, advance notice will be given to the Tenant as to the nature and time of the work which will be done. Tenant shall not withhold rent payment due to renovations or repairs.

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

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

15. **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 Tenant 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.

16. **Furniture**. Tenant shall take good care of the furniture and agrees to maintain the furniture and return it to the Landlord at the termination of this Lease in as good a condition as when taken, reasonable wear and tear excepted. Tenants shall not disassemble any existing furniture or fixture, and existing furniture shall not be removed from Tenant'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 liquid-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.

17. **Keys/Swipe Cards.** Keys are the property of the Landlord and must be returned at the end of Tenant's occupancy. Charges of Thirty-Five Dollars ($35.00) per key will be made for each key not returned or for those requiring replacement during the term of Tenant's occupancy. An additional charge of One Hundred and Fifty Dollars ($150.00) per lock will be assessed for lock replacement required by Landlord. Tenant agrees not to duplicate keys. Tenant agrees not to distribute or loan keys to others. Tenant agrees not to alter any locks or install additional locks without written permission of the Landlord. Resident further agrees to provide Owner with copies of keys to any locks which are installed with the written permission of the Landlord. Tenant may request a receipt for all keys returned to the Landlord. Tenant is expected to follow key policies as developed by management. Tenants who misplace their key or swipe card may check out a loan key/swipe card at their designated service desk. Procedures for checking out a spare key/swipe card at your South Campus Commons Service Desk is provided in the Resident Handbook. Tenant understands that when checking out a spare key/swipe card, they must provide a form of photo identification. If the loaned key is not returned within one (1) hour and/or the temporary swipe card is not returned by 5:00 p.m. the next business day, the Tenant agrees to pay a $10 fee for the first five loaned key(s)/swipe card(s). After the fifth loan during the current lease year, Tenant will be assessed a $50 frequent user fee for each time the Tenant checks out loaned key(s). Failure to follow procedures may result in applicable fees. The Tenant further understands that spare key(s) and swipe cards(s) are not to be used to substitute lost or stolen key(s) or University issued student identification card. The Tenant should follow any and all University procedures to replace a University issued student identification card. If the

Apartment key(s) have been lost or stolen, Tenant should report loss to the Service Desk or submit a work order immediately.

18. **Conduct.**
Sports Equipment – Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the Building includes: roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volley balls, lacrosse equipment, field hockey equipment, nerf balls, weights greater than 25 pounds and Frisbees. **Bicycles are prohibited from the Building and must be registered with the Landlord, stored in the external bicycle racks, and display the assigned registration permit at all times. Bicycles attached to areas other than approved racks will be removed immediately.**

Endangering Behavior. The Landlord may terminate this Lease prior to the expiration of the Lease and immediately remove Tenant and his or her guests from the Premises in the event the Tenant's behavior or the behavior of any of Tenant's guests is or has a serious potential for becoming dangerous to the Tenant or others. In this case, the balance of the lease Base Rent will be immediately due and payable.

Guests. Tenants will be held responsible for the conduct of their guests, including payment for any damages caused by their behavior. If the behavior of a Tenant's guest becomes a nuisance to the community or neighbors in the sole judgment of the Landlord, it may terminate the Tenant's Lease. In this case, the balance of the lease Base Rent will be immediately due and payable.

19. **Drug and Alcohol Policy**. Tenants shall abide by University policies, procedures and regulations and local, state and federal laws regarding alcohol and drug use, including the following:

The possession of any illegal drug is prohibited. The sale, distribution, or provision of any illegal drug is prohibited. Drug paraphernalia is prohibited.

Students found to be involved with drugs in or around the apartment complex may be referred to the University's Department of Resident Life's Office of Rights and Responsibilities. The case will be resolved in accordance with the office's adjudication process set forth in *Community Living* and UM's *Code of Student Conduct.* Where applicable, sanctions will address both the Tenant lease status and the student status of the respondent.

Violations of drug policy, may result in **Immediate Housing Termination** and **Suspension/Expulsion** from the University. In cases where the respondent is not deemed to be an immediate threat to the campus community, an alternate sanction of **Suspension Withheld, in conjunction with a six-week substance abuse program and random drug testing** (at the individual's expense) may be granted. However, this would still include **Housing Termination.** Additionally, adjudication reports are routinely forwarded to the University Police when students are found to be responsible in drug cases.

The possession/use of alcohol by minors is prohibited. Kegs and other large-volume alcohol containers are prohibited. Parties involving alcohol are prohibited. The sale of alcohol is prohibited.

State of Maryland Law
It is unlawful for any person under the age of 21 to possess or consume alcoholic beverages.
It is unlawful for any person under the age of 21 to knowingly and willfully make any misrepresentation or false statement as to his or her age in order to obtain alcoholic beverages.
It is unlawful for any person to obtain alcoholic beverages for consumption by an individual who is known to be a person under the age of 21.
Space Reservation approval will not be granted for group activities that involve the consumption of alcoholic beverages.
Landlord and Resident Life acknowledge, however, that students of legal drinking age may choose to consume alcohol in their bedrooms. Students of legal drinking age may only consume alcohol in the common areas of the Apartment Unit if all tenants of same are of legal drinking age. If found in possession of any open container of alcohol anywhere else in or around the UM campus, ALL students will be instructed to pour it out in the nearest appropriate receptacle.

Violations could result in administrative and/or disciplinary sanctions. Serious or repeated violations could result in the responsible Tenants having their Lease Agreement terminated. In this case, the balance of the lease Base Rent will be immediately due and payable.

Alcohol Poisoning
In the event that a student requires transport to a hospital emergency room solely due to excessive alcohol consumption, Landlord or Resident Life staff may take the following actions:
Notify the student's parents if the situation is a medical emergency
Require an alcohol assessment by the Director of Substance Abuse programs at the University Health Center
Require a psychological assessment with a mental health professional at the University Health Center

20. **Parties**. Tenant parties/events involving alcohol are not permitted. Floor lounges, and other common areas need to be reserved in advance of any gatherings. Whether in Apartment Units, bedrooms, or other gathering spots, parties, events must not result in excessive noise, damage or destruction, fighting or other disruptive behavior exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas have been advertised or promoted through flyers, posters or other means. Capstone On-Campus staff, Resident Life staff, and University Police, if necessary, will intervene and instruct the host(s) to end the event when gatherings meet any of the above criteria.

21. **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 disciplinary action and removal from Landlord housing. This includes intentionally or recklessly causing physical harm, or imminent danger of physical harm, to any person, including assault/battery, 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 pursuits, sleep and/or other personal pursuits. This includes malicious pranks and issuing threats.

22. **Entrance**. Tenant is prohibited from entering another Tenant's Apartment Unit or Premises without prior permission.

23. **Ceiling Tile**. Tenants 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 tiles or water damage to any property which is the result of a Tenant and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Tenant.

    Damage. Any damage to an Apartment Unit, the Premises, the Building 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-tenants will be jointly and severally liable and will be assessed a charge. Landlord losses resulting from Tenant negligence will be evaluated and assessed to the appropriate individual(s). All invoices for damage, or for the restitution of the damages that has occurred, must be paid within thirty (30) days. The Tenant agrees to immediately reimburse the Landlord for any charges that are assessed as set forth in the Lease. Should charges be assessed and totaled after the expiration of the Lease, they shall constitute a debt payable by Tenant immediately upon demand by the Landlord. Tenant is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Intentionally or recklessly destroying, damaging or defacing Landlord or University property is prohibited.

24. **Transferring Units during Lease Term**. The Landlord shall not be liable for any personal conflict or behavior of Tenant with co-tenant and/or co-tenant's guests or invitees, or with any other students that reside on Campus. Therefore, a conflict between tenants does not constitute grounds for termination of the Lease or any other concession. The Landlord acknowledges that there may be valid reasons why a request for transfer would be considered and approved. Due to the additional administrative work involved in these matters, a One Hundred Dollar ($100) transfer fee must be paid by any tenant completing such a transfer. In addition, Tenant shall pay Landlord a separate Lease Reservation Fee of Three Hundred Dollars ($300.00) in advance of moving into the new premises. Any Tenant desiring a transfer should make a formal request to the Landlord. The request must include the reason for the requested transfer. Space permitting, if the request is valid and practical, the $100 lease transfer fee is paid, and an inspection of the Tenant's current Premises is satisfactory; Tenant will be notified of a new assignment. In order to make the transfer process from one Apartment Unit to another run smoothly, the following policy has been established. Tenants requesting an apartment transfer must comply with the following procedures:
    a. Submit a written request to the Agent.
    b. Agree to a specific move in date.
    c. Arrange for an inspection, of current Apartment Unit and Premises, with the Landlord.

d. Agree to pay all monthly rates, damage costs and utility charges outstanding and any hidden damages found by the Landlord attributable to Tenant.
e. Enter into a new lease for the balance of the Lease Term that reflects the bedroom and apartment unit into which the Tenant has moved.

25. **Transferring Units at end of Lease Term**. If Tenant chooses to transfer to a different Apartment Unit and/or bedroom at the end of the Lease term, Tenant shall complete a Transfer Agreement and abide by all stipulations of the agreement. Additional information regarding the transfer process is available in the Resident Handbook.

26. **Parking**. Tenant and all Tenant's guests shall comply with the Landlord and University's parking and traffic regulations at all times. Driving or parking on lawns or other landscaped areas and walkways is strictly prohibited. All vehicles owned by Tenant shall be properly licensed and registered according to University's and/or Landlord's parking policy. Any unlicensed vehicle will be towed, ticketed, and/or stored at its Owner's expense. In South Campus Commons, all parking enforcement is controlled by the University of Maryland.

27. **Adjudication Process.** Violation of the Lease for South Campus Commons, the Rules and Regulations for South Campus Commons, the UM *Code of Student Conduct*, the Department of Resident Life's *Community Living* handbook and the South Campus Commons *Resident Handbook* are subject to the adjudication process described in *Community Living*.

28. **Canvassing.** Tenant is prohibited from posting or distributing handbills, circulars, advertisements, papers, or other items in the common areas of the Building, on the grounds of the Property, or on or under the doors of Apartment Units. Tenant is further prohibited from canvassing or soliciting within the Buildings.

29. **Evacuation.** Tenant agrees to evacuate in the case of emergency at the sole discretion of the Landlord and/or the University of Maryland. Tenant understands that no reduction in rent will be given in the case of emergency evacuations.

30. **Personal Belongings.** Tenant agrees not to leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, lawn areas or other common areas of the apartment community.

31. **Obstructions**. Tenant agrees not to obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.

32. **Litter**. Tenant agrees not to litter or obstruct the public halls or grounds.

33. **Automobiles**. Tenant agrees not to hose wash automobiles anywhere on the Property.

34. **Cleaning of Rugs, Mops, etc**. Tenant agrees not to shake, hang, or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, patios, balconies or landings of any of Landlord's buildings.

35. **Charcoal Grill.** Tenant agrees not to use or store any charcoal or gas grills or other open flame cooking devises, or do any open cooking on balconies or patios. Tenant understands that community grills are available outside of South Campus Commons buildings 2, 4, and 5. Tenant agrees not to leave grill unattended while cooking and further agrees to extinguish all fires when done cooking.

36. **Restitution.** Any Tenant found responsible for any violation aforementioned will be held solely liable for all fines deemed appropriate by Landlord.

TENANT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING RULES AND REGULATIONS.

TENANT

By:_____ _____

(Signature) (Print Name)

_____

(Date)