



## **Rules and Regulations**

(Section 2 of Apartment Lease)

The following Rules and Regulations are a binding part of Resident's Rental Agreement with Owner. Resident understands that these Rules and Regulations are not an exhaustive list, and that they are in addition to the terms and conditions of the Agreement. Resident agrees that any non-performance or breach of any of these Rules and Regulations may cause increased operating expenses, including, but not limited to, clean-up costs, increased management and labor costs, attorneys' fees, and higher utility costs, as well as damages to Owner in the form of decreased marketing appeal of the Property. Resident agrees that any non-performance or breach of any of these Rules and Regulations constitutes a default by Resident under the Rental Agreement and Owner may, in Owner's sole and absolute discretion, proceed with an eviction action and/or exercise any other rights or remedies afforded to Owner under the Rental Agreement and/or provided by prevailing law, which shall not amount to Resident's release from the obligations of the Rental Agreement. In accordance with the Rental Agreement, and the Security Deposit thereunder, Resident will also be charged fees, as additional Rent, for a violation of these Rules and Regulations in order to offset any increased costs and damages. Such fees are due and payable at the same time as the next month's Rent.

These Rules and Regulations are put forth for the purpose of promoting the convenience, peace, safety and welfare of the Residents on the Property. Resident agrees that these Rules and Regulations are sufficiently explicit in prohibition, direction, and/or limitation of Resident's conduct to sufficiently inform Resident what Resident must or must not do to comply. Resident agrees that Resident received notice of these Rules and Regulations at the time Resident entered into the Rental Agreement. Resident acknowledges that Owner, from time to time, may adopt additional rules and/or regulations, however described, concerning Resident's use and occupancy of the Premises, Apartment, and Property, and that such additional rules and regulations shall automatically be incorporated herein. Resident agrees that any fees established herein are set forth on the basis that (a) the damages caused by Resident in breach of these Rules and Regulations are difficult or impossible to estimate accurately; (b) Resident and Owner intend to provide for damages rather than a penalty; and (c) the fees as set forth herein are a reasonable pre-breach estimate of the probable damages to Owner in the event of Resident's breach of these Rules and Regulations. All fees set forth herein shall be charged and due as additional Rent.

### **2.2 NON-SMOKING POLICY**

All smoking is prohibited. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted product, including but not limited to, cigarette, cigar, pipe, vapor smoking product/e-cigarette, other tobacco product, similar lighted product, marijuana and other illegal substances, in any manner or in any form. If smoking is allowed on the Premises it shall be governed by the Rules and Regulations. However, Owner may restrict smoking altogether at any time. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78B-6-1101(3) (smoke and secondhand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges that it has been informed that smoke from outside the Premises or from adjoining premises may drift into the Premises. Resident specifically agrees to abide by the smoking policies of Owner which may prohibit smoking. This waiver shall apply to all residents, occupants, guests, and minors. Secondhand smoke is defined as a nuisance and may be a cause for eviction. Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage. Any violation of this policy will have consequences, including monetary fines as well as possible termination of your lease.

## 2.3 NO PETS

Only authorized pets and/or animals, subject to Owner's approval, are allowed at any time, for any length of time, on the Property, including visiting pets. An addendum to the Rental Agreement must be signed before a pet may be brought to an Apartment. Violation of this paragraph will result in: **FIRST:** Upon Resident's first violation, a written warning will be issued to Resident specifying the complaint, and a \$100.00 fee per pet/animal, per day, will be assessed against Resident, and Owner may, in its sole and absolute discretion, declare the Rental Agreement to be in default, and/or exercise remedies available to Owner at law and/or equity. Resident will also be responsible for all costs of cleaning and/or replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment. **SECOND:** Upon Resident's second violation, a written warning will be issued to Resident specifying the complaint, and a \$200.00 fee per pet/animal, per day, will be assessed against Resident, and Owner may, in its sole and absolute discretion, declare the Rental Agreement to be in default, and/or exercise remedies available to Owner at law and/or equity. Resident will also be responsible for all costs of cleaning and/or replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment.

## 2.4 NOISE

Owner acknowledges that Resident may desire to entertain friends, guests and invitees. Resident and his/her friends, guests, and invitees shall at all times maintain order in the Apartment and at all places on the Property, and shall not make or permit any loud, improper or boisterous noise or conduct or otherwise disturb the comfort or interrupt the sleep of other Residents. All television sets, stereos, music players, computers, electronics, instruments, or any other appliances/items that may cause noise must be played at a level of sound that does not annoy or disturb other Residents. Violation of this paragraph will result in:

**FIRST:** Upon Resident's first violation as evidenced by Owner's receipt of a written complaint, a written warning will be issued to Resident specifying the complaint that was filed.

**SECOND:** Upon Resident's second violation as evidenced by Owner's receipt of a written complaint, a \$100.00 fee will be assessed against Resident as additional Rent.

**THIRD:** Upon Resident's third violation as evidenced by Owner's receipt of a written complaint, a \$200.00 fee will be assessed against Resident as additional Rent and Resident's Guarantor will be notified.

**FOURTH:** Upon Resident's fourth violation as evidenced by Owner's receipt of a written complaint, a \$250.00 fee will be assessed against Resident as additional Rent and Owner may, in its sole and absolute discretion, declare Resident to be in default under the Rental Agreement, and/or exercise any other available remedies available to Owner including eviction.

## 2.5 IN-ROOM GATHERINGS

At any one time, a maximum of 15 people are allowed in any suite on the premises. Any violation of this policy will have consequences, including monetary fines as well as possible termination of your Rental Agreement.

## 2.6 QUIET HOURS

Quiet Time hours are from 10pm - 8am, Sunday through Thursday, and from midnight - 8am, Friday and Saturday. These hours have been established to help create the most harmonious living environment for all residents. Egregious noise and/or multiple offenses will be subject to a fine.

## 2.7 GUESTS

If Resident desires to have a guest, which for the purposes of this Agreement shall be defined as any person staying in the Bedroom or Rental Space for more than one night, then Resident shall register the guest(s) with Owner. However, Resident shall not have a guest for more than one (1) consecutive night in any fourteen (14) day period without the express written approval of Owner and all Co-Residents. Guests are not allowed inside the Bedroom or Apartment

without Resident being present at all times. In the event of occupancy by any unregistered or unauthorized guest(s) of the Bedroom or Rental Space, Resident shall be in default hereunder and Owner shall, in addition to all other rights and remedies available to it hereunder at law and in equity, be entitled to recover from Resident and guest(s) (whose liability shall be joint and several) an amount equal to the amount of the most recent Rent payment. Notwithstanding the foregoing, Residents of co-shared Bedrooms shall not be permitted to have overnight guests. The Rental Space and Apartment shall be used solely as a private residential dwelling and for no other purposes.

## 2.8 SPACE HEATERS

Space heaters are not allowed on the property due to fire danger. Tenant will be held responsible for any damage caused by a space heater.

## 2.9 STAIRWELLS/HALLWAYS

The stairways and hallways in all buildings must remain clear in accordance with the city fire code. Resident shall not store any item in these areas.

## 2.10 VEHICLES AND PARKING PASSES

In order to legally park a vehicle on the Property, Resident shall obtain a parking pass/sticker from Owner. Only one vehicle is permitted per Resident. Resident acknowledges that parking is limited and not all residents will receive on-site parking passes. Vehicles parked on the Property must be in operable condition, currently licensed, and on record with Owner. Unlicensed and inoperable vehicles shall be towed at the expense of their owners. Parking of vehicles in other than designated parking areas is strictly prohibited. All vehicles without a parking pass that are parked in Residents' parking area are subject to booting and/or towing at the expense of their owners. Resident agrees to abide by all normal parking regulations and shall not double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time.

## 2.11 USE OF COMMON AREAS

To the extent not addressed herein or in the Rental Agreement, Resident's use of common areas, including, without limitation, the parking areas, walkways, community study areas, fitness facilities and other amenities made available by Owner, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Resident and Resident's guests or invitees. No glass containers are permitted in common areas.

## 2.12 WINDOWS AND DOORS

Window coverings provided by Owner shall not be removed absent the express consent of Owner. Use of aluminum foil and other similar unsightly materials, including, but not limited to, neon or flashing signs or bed sheets over windows is strictly prohibited. If Resident installs his/her own window coverings, any damage shall be repaired or removed by Resident or at Resident's expense. Windows and doors shall not be obstructed.

## 2.13 SIGNS AND ADVERTISEMENTS

Resident shall not post any signs, banners, advertisements, or political statements on any common area of the Property.

## 2.14 LOCKS, KEYS, AND ELECTRONIC ACCESS CARDS

Resident may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Resident acknowledges are for Resident's personal use and Resident agrees to not pass along such items to third parties and to keep such items confidential. Resident may be held responsible for any injury (including death), damage or loss sustained by any person because of Resident's negligence or willful act in passing along such items to any third party. If any such item is lost or stolen, Resident shall promptly notify Owner and Resident will be charged a replacement fee of \$25.00 for each such item replaced. No lock, security device, or electronic access card may be changed or added without the prior written consent of Owner. All keys and electronic access cards must be returned to Owner upon termination of occupancy or Owner shall impose a fee of \$25.00 per lost item.

## 2.15 NO SOLICITATION

No solicitation shall be permitted on the Property, either by Resident or his/her guests or invitees.

## 2.16 TRASH

All trash, garbage and recyclable materials shall be placed in receptacles in locations designated by Owner. Resident shall deposit trash, garbage and recyclables directly into such receptacles and not leave same in the Apartment, the hallways or other common areas. Resident is responsible for making sure all trash bags, when removed from the Apartment, are free of any holes and/or punctures that may cause leaking or unintended spillage in common areas. To prevent this from occurring, Resident should either "double-bag" or remove the Apartment trash in the assigned Apartment trash can. Owner reserves the right to impose a reasonable fee for violation of this paragraph as well as for any littering by Resident. If not recycled, boxes are to be flattened before disposing of same. Normal rubbish must be put into plastic garbage bags, secured at the top and then disposed of. If the need to dispose of furniture arises, please contact Owner or Agent to make arrangements.

## 2.17 SATELLITE DISHES, ETC

No satellite dishes, cables, radio wires, television antennas, or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building on the Property, absent the prior written consent of Owner.

## 2.18 FIRE HAZARDS

The use of candles, halogen lamps, lava lamps, kerosene lamps, kerosene heaters and electric heaters is strictly prohibited in an Apartment or anywhere else inside any building.

## 2.19 GRILLS

No grill of any kind is allowed inside or outside of an Apartment. Grills may be provided in designated areas by Owner.

## 2.20 WATER BEDS

Water beds are prohibited in any Apartment.

## 2.21 RESIDENT PHOTOGRAPHS

Resident acknowledges that his/her photograph may be taken by Owner and used in Owner's newsletters and/ or on Owner's website or blog, and Resident, absent his/her express written objection, hereby consents to the use of such photograph.

## 2.22 SECURITY SYSTEMS, SECURITY CAMERAS

Resident must obtain prior written permission and sign an addendum before installing security cameras or security system(s). All costs of any security system will be borne by Resident. Owner may regulate the type of security system installed and the manner of installation. Approval of any security system is conditional on Resident's providing Owner with access to the unit as provided in the addendum. Installation of any security system without the prior written approval of Owner is a material breach of the lease agreement. Upon vacating the unit, the security system must be removed and the unit returned to its original condition (unless otherwise agreed in writing by management).

## 2.23 SMOKE ALARMS, SPRINKLERS AND FIRE EXTINGUISHERS

Owner shall check the smoke alarms upon occupancy and at regular intervals during the Term of the Rental Agreement. Resident shall immediately notify Owner of any malfunctions, and neither Owner nor Agent shall be charged with knowledge of any such malfunction(s) prior to receipt of such notice. Owner shall be responsible for replacement of smoke alarm batteries. Removal of or tampering with any smoke alarm, sprinkler system or fire extinguisher is strictly prohibited.

## 2.24 BICYCLES

Bicycles may be parked in designated areas or attached to designated railings so long as foot traffic is unimpeded and the bicycle is secured to the railing so as not to chip or damage painted surfaces. Bicycles locked to any area other than designated bicycle racks, including any interior or exterior stairwell railing, shall be immediately impounded by Owner and a fine imposed on the bicycle owner. Locking or parking bicycles to or next to interior or exterior stairwell railings are a fire safety hazard and prohibited. Owner reserves the right to remove any cable/lock to any bicycle at owner's sole cost and expense.

## 2.25 MAIL SERVICE

Owner shall make available a mail room on the Property where Residents may retrieve their mail and packages. Delivery service carriers may leave parcels in the property office. Resident understands and agrees that Owner may refuse to accept any package on Resident's behalf, even if Resident has authorized Owner to do so. If Owner does accept a package or delivery on Resident's behalf, Owner has no obligation or liability for failure to deliver such item to Resident. Resident hereby agrees to release Owner and Agent from any and all claims against them arising from their signing for packages on Resident's behalf.

## 2.26 MAINTENANCE REQUESTS

To obtain maintenance service, Resident shall either use the on-line maintenance request form located on properties website, or, during normal business hours, call Agent or visit Agent's office on the Property. For emergency maintenance service after normal business hours, Resident shall call the after-hours emergency number and leave a message, which includes Resident's name, complete address and apartment number, telephone number, and the nature of the service requested.

## 2.27 NO WEAPONS

No weapons of any kind are permitted in any Apartment or anywhere on the Property. This includes, without limitation, guns, knives, martial arts weapons, pellet or BB-guns, paintball guns, and bows and arrows. If a weapon of any kind is found, Resident shall be assessed a fee of \$150.00 and Owner may, in its sole and absolute discretion, declare the Rental Agreement to be in default, and/or exercise remedies available to Owner at law and/or equity.

## 2.28 ILLEGAL ACTIVITY

Neither Resident nor any guest or other invitee under Resident's control shall engage in any illegal activity, including drug-related illegal activity, on the Property. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, use, or possession of a controlled substance as defined in the Controlled Substances Act [21 U.S.C. 801, et. seq.]. A single violation of this paragraph shall be cause for immediate eviction; however Resident will still be liable for the full remaining term of Rental Agreement. Unless otherwise required by law, proof of a violation shall not require a criminal conviction, but shall be met by a preponderance of the evidence.

## 2.29 RIGHT TO TERMINATE LEASE

Owner may in its sole and absolute discretion elect to terminate this Rental Agreement, and re-enter and take possession of the Rental Space after notifying Resident in writing of any of the following: (a) possession of firearms anywhere on the Premises; (b) intentionally setting fire; intentionally causing any false fire alarms; vandalizing or tampering with any fire alarm or fire protection equipment; violating requirements limiting use of electrical equipment; (c) abusing or misusing elevator equipment; (d) intentionally throwing or dropping objects from windows; (e) possession or use of any controlled substance; (f) failing to claim Rental Space by 5:00 p.m. on the first official day of classes (fall and spring semesters); (g) possessing or storing ammunition, gasoline, kerosene, similar combustible materials, or any explosives anywhere in the Apartment; (h) repeatedly disturbing normal housing activities, repeatedly damaging housing facilities, or repeatedly interfering with other students' quiet enjoyment of housing facilities; (i) permitting regular use by others of space assigned to Resident, by assignment or otherwise or permitting residency by persons not

authorized by Owner; (j) using space for any purpose that interferes with the rights of Resident to participate in normal residence activities such as study and sleep; (k) failing to comply with policies regarding use of alcohol, room keys, noise, guests, and identification; (l) failing to comply with any of the Rules and Regulations; and (m) violating state, federal, or local law.

### 2.30 UPDATES

Owner reserves the right at any time to make changes to these Rules and Regulations as Owner shall, in its sole and absolute discretion, determine to be necessary for the safety, care and welfare of the Residents and the appearance and maintenance of the Property. Upon notification to Resident of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Resident and Resident's guests and invitees as if originally set forth herein. By initialing below, you acknowledge and agree to the terms in Section 2. Initial Here X 3. Sign and Accept