

The Courtyards at University of Maryland

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 The Courtyards at UMD, 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. **Adjudication Process.** Violation of the Lease for The Courtyards, the Rules and Regulations for The Courtyards, the *UM Code of Student Conduct*, and *The Courtyards Resident Handbook* are subject to the adjudication process described in *The Courtyards Resident Handbook*.

Violations of the Courtyards Rules and Regulations as well as any alleged violations of the University of Maryland *Code of Student Conduct* may be referred to the Department of Resident Life's Office of Rights and Responsibilities for adjudication under section 9 of the University of Maryland Code of Student Conduct.

2. **Appliances.** Tenant agrees not to install, operate or place in the Premises or Apartment Unit any freezer, stove, cooking device, air conditioning unit, clothes dryer, washing machine, nor any other major appliance not otherwise provided or authorized in writing by Landlord. Mini-fridges not exceeding four cubic feet are acceptable if the carpet in the apartment is protected, Mini-fridge cannot be placed directly on carpet. Any damages resulting from the Mini-fridge will be billed to the Tenant. Tenants are limited to one Mini-fridge per occupant in apartment.

3. **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.

4. **Automobiles.** Tenant agrees not to hose wash automobiles anywhere on the property.

5. **Balconies and Patios.** Balconies and patios shall be kept free of all personal belongings including, but not limited to, bicycles, furniture provided by Landlord, furniture designed for interior use, garbage, rubbish and bird, animal and insect feeders. Tenant may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Apartment furniture must remain inside the premises and may not be used outdoors. Storage of any items is prohibited. If items are found stored on balconies and patios, notification to Tenant will be made by Landlord. After receiving notification, if Tenant does not remove items from balconies and patios, Tenant will be subjected to a \$10 fine per day until items are removed.

6. **Bicycles, Mopeds, Scooters, & Golf Carts** Tenant is prohibited from bringing bicycles, scooters, and mopeds anywhere in the Building, Premises, on balconies, on breezeways, under stairwells, or in designated car parking. Tenant is prohibited from parking golf carts on the property or in areas adjacent to the property. Tenant is permitted to place bicycles in designated bicycle racks and mopeds in designated moped parking at The Courtyards at The University of Maryland. Tenant must register bicycles, scooters, and mopeds with the University of Maryland Department of Transportation Services and The Courtyards.

7. **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.

8. **Ceiling Tile and Sprinkler Heads.** 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.

9. **Charcoal and Propane Grills.** Tenant agrees not to use or store any charcoal or gas/propane grills or other open flame cooking devices within the Building or Premises and/or open cooking on balconies or patios. Tenant understands that outdoor community grills are available and agrees not to leave any community grill unattended while cooking and to fully extinguish all fires when done cooking.

10. **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 will be made available online to Tenant. The Room Condition Report should be completed by Tenant and submitted to the Management Office within seven (7) days of check in. Failure to submit a Room Condition Report within seven (7) 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.

11. **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 at Tenant's expense further agrees that when Tenant vacates the Apartment Unit and Premises, all of the furnishings; fixtures, as well as the Premises itself, shall be left in the same condition as when leased, reasonable wear and tear excepted. If Tenant re-leases his/her Apartment Unit, check-out and check-in at the Main Office is required unless other arrangements are made in advance with management. Failure to check-out properly could result in a \$100 Lease Holdover Fee per day.

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

13. **Conduct.**

Sports Equipment. Use of any sports/recreational equipment anywhere in the building is prohibited. The use of equipment prohibited within the building includes, but is not limited to: roller blades, scooters, mopeds, 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. Each resident can have no more than four (4) guests at one time. 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.

Apartment-mates. Tenants will be held responsible for any violations of written agreement with one's apartment-mate(s), developed under the supervision of Landlord.

14. 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 regardless of future lease status. Damages include but are not limited to repair and/or replacement costs of furnishings, fixtures, and the premises, trash removal, additional cleaning charges. 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. Appeals for damages must be made within thirty (30) days after the Tenant's lease end date. If Tenant chooses to appeal damages, Tenant is still responsible for paying damage fees until decision is made regarding appeal for damages. 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.

15. 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, use, sale, or distribution of any controlled substance, illegal drug, or related paraphernalia is prohibited.

Students alleged to be involved with drugs in or around The Courtyards will be referred to the UM 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 the University of Maryland *Code of Student Conduct*. Where applicable, sanctions will address both the Tenant's lease status and the student status of the respondent.

Violations of the drug policy may result in **Immediate Housing Termination and Suspension or Expulsion from the University**. In cases where the respondent is not deemed to be an immediate threat to the campus community, an alternate sanction, in conjunction with a substance abuse intervention that may include classes and random drug testing (at the individual's expense) may be granted.

The possession/use of alcohol by minors is prohibited. Kegs and common sources of alcohol are prohibited. Parties involving alcohol are prohibited. The sale of alcohol is prohibited. Possession of alcohol in common areas such as but not limited to breezeways, lobbies, and lounges, is prohibited for all.

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 Tenants of legal drinking age may choose to consume alcohol in their bedroom and/or in common areas of the apartment unit. If found in possession of any open container of alcohol anywhere else in or around the UM campus, ALL individuals 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 and/or University 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

Promoting Responsible Action in Medical Emergencies

The health and safety of University students is of paramount concern. With that priority in mind students are encouraged to take responsible action in any situation where there is doubt about a person's physical welfare.

Students who summon help for themselves or others in a medical emergency will normally be relieved of disciplinary and administrative housing action for possession or use of alcohol, and/or drugs and this will apply to both the student who summons help and the recipient of assistance. In lieu of disciplinary or administrative charges students will usually be required to complete an evaluation and alcohol and/or drugs intervention program through the University Health Center. For the full text of the "Promoting Responsible Action in Medical Emergencies" policy please visit www.president.umd.edu/policies/v100j.html.

16. Sexual Misconduct Policy. Tenants will abide by all University policies related to sexual misconduct. The University of Maryland is committed to a working and learning environment free from sexual misconduct, including sexual harassment, sexual assault, intimate partner violence/abuse, sexual exploitation and sexual intimidation (including, but not limited to stalking and cyber-stalking). Sexual misconduct will not be tolerated. Please consult the University of Maryland's policy on Sexual Misconduct by visiting www.president.umd.edu/policies/docs/vi120a.pdf or www.umd.edu/Sexual_Misconduct/

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

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

19. 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.

20. 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.

21. 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. If smoke or fire is observed, Tenant should pull the nearest fire alarm pull-station, immediately exit the building, and call University Police at (301) 405-3333. Upon the sounding of a fire alarm at any time, 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 or University officials, refusal to cooperate with any reasonable request by the Landlord 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. Fire extinguishers are not provided by the Landlord.

22. 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. Use and/or storage of any furniture including kitchen chairs are prohibited to patios and balconies. 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 common areas. The use of temporary and/or permanent hot tubs is prohibited. Cinder blocks and all other unapproved "lofting" systems are prohibited.

23. 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.

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.

24. Keys. Keys are the property of the Landlord and must be returned at the end of Tenant's occupancy. Charges of One Hundred and Fifty Dollars (\$150.00) per lock will be assessed for lock replacement of the Apartment Unit entrance or bedroom unit entrance if Tenant loses key to Apartment Unit entrance or bedroom unit entrance during the term of Tenant's occupancy. A charge of One Hundred and Fifty Dollars (\$150.00) will be assessed for lock replacement of the Storage Unit lock if Tenant loses key to Storage Unit entrance, when applicable. A charge of Thirty Five Dollars (\$35.00) per key will be assessed for mailbox key replacement if Tenant loses key to mailbox. Tenant agrees not to duplicate keys and understands that it is illegal to duplicate any key provided to them by the Landlord. Tenant agrees not to distribute or loan key(s) to others. Tenant agrees not to alter any locks or install additional locks. 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 may check out a loan key at the Courtyards Clubhouse Office. Procedures for checking out a spare key the Courtyards Clubhouse Office is provided in the Resident Handbook. Tenant understands that when checking out a spare key, they must provide their University of Maryland issued identification card. In The Courtyards, a service fee of \$50.00 shall be charged each time that Tenant locks himself/herself out of the premises and requests Landlord's assistance in gaining entry to premises after 10:00 p.m. on Friday and weekends, and at any time on weekends and holidays. The Tenant further understands that spare key(s) are not to be used to substitute lost or stolen key(s).. 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 Courtyards Clubhouse Office or submit a work order immediately.

25. Litter and Garbage. Tenant shall deposit all refuse into receptacles as outlined in the Resident Handbook. Under no circumstances are Tenants to leave refuse in any areas other than designated trash areas. Tenant agrees not to litter or obstruct the common areas or grounds. 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. No trash and/or recycling of any kind shall be placed on balconies. Tenant is responsible for properly disposing of any garbage or debris generated on the grounds of the Premises by themselves or their guests.

26. 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. Tenant shall not contact or hire any outside personnel or contracted company to complete maintenance, repairs, additions, removals or updates within Landlord's building. 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 or failure to remove personal items from commons areas and vacated Apartment Units.

27. Missing Persons Policy. Under federal law, the Tenant has the right to register with the Department of Resident Life at the University of Maryland the name and contact information of an individual that Tenant would like to be contacted if it is determined that Tenant is missing from the campus and/or Tenant's whereabouts are unknown for a period of twenty-four (24) hours or more. The Tenant can register the name and contact information by email to reslife@umd.edu or by fax to 301-314-9750. For Tenants under the age of 18 (who are not emancipated individuals), federal law requires the University of Maryland to notify Tenant's custodial parent or guardian if it is determined that the Tenant is missing from the UM campus and/or The Courtyards and the Tenant's whereabouts are unknown for a period of twenty-four (24) hours or more.

28. Noise. Noisy, disorderly, 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 or use and enjoy one's own Premises or Apartment Unit, including: stereo at high volume, drums, 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.**

29. 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.

30. 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. The Tenant may possess only one (1) parking permit during the Tenant's occupancy. Tenant understands that upon check out, Tenant must surrender permit when keys are returned. If Tenant loses permit, a replacement fee of \$461 will be charged to the Tenant's account.

Tenant will obey all parking and speed regulations which Landlord may promulgate or post, and park, in the designated parking areas, not more than one properly tagged and functioning passenger motor vehicle, motorcycle or truck (with no commercial lettering) not in excess of $\frac{3}{4}$ ton GVW, whose appearance, in Landlord's sole opinion, does not detract from the apartment community, and will not permit nor maintain any commercial vehicles or trucks in excess of $\frac{3}{4}$ ton GVW, trailers, campers or boats in or about the apartment community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of the Landlord. Any vehicle parked by Tenant in the parking areas must display a permit, as directed by Landlord. If Tenant shall fail to comply with this section, Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane. Said vehicles or other property will be towed, or otherwise removed, and stored at its owner's risk and expense.

31. **Parties.** Tenant parties with or without alcohol are strictly prohibited. Each resident can have no more than four (4) guests at one time (e.g. four residents present in their assigned 4-bedroom unit may have a maximum of twenty (20) people). Whether in Apartment Units, bedrooms, or other gathering spots, events must not

- result in excessive noise, damage or destruction, fighting or other disruptive behavior
- exceed the normal boundaries, with persons gathering in breezeways, stairwells, and entrances
- have been advertised or promoted through flyers, posters, social media, or other means.

Landlord and University Police, if necessary, will intervene and instruct the host(s) to end the event when gatherings violate any of the above criteria. If Tenant is deemed responsible for any violation, they may be subject to fine(s) and/or community service to the discretion of the Landlord.

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

33. **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.

34. **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.

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

36. **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.

37. **Smoking.** Consistent with University residence hall policies, The Courtyards is a smoke-free community. Smoking in Apartment Units or the Premises, lobbies, and laundry rooms, breezeways, offices and all other common and/or private areas within the buildings is prohibited. As of July 1, 2013 the University of Maryland is a smoke-free campus. Smoking is not permitted on any property owned, leased, or otherwise controlled by the University, including buildings, other structures and grounds, (including walkways and parking lots) and vehicles owned or leased by the University; except in limited and specifically designated smoking areas (see uhr.umd.edu/wp-content/uploads/sf-map.pdf). Smoking means carrying or smoking a lighted tobacco product or

the burning of any material to be inhaled including but not limited to, cigarettes, cigars, hookahs and pipes. Tenants are advised to consult the applicable University System of Maryland and University of Maryland, College Park policies regarding smoking.. USM and UMD policies are available online at <http://www.president.umd.edu/policies/>

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

39. 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.

40. 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 must have a zero balance prior to, throughout the process and at time 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 out date for outgoing Tenant.
- c. Agree to a specific move in date for incoming Tenant
- 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.

41. 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, placing or causing objects to fall from a complex window is prohibited. Tenants may not place any objects outside windows or on exterior window ledges. 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.
