

THE COURTYARDS

at University of Maryland



2015-2016 Resident Handbook

8000 Boteler Lane ♦ College Park, MD 20740
Phone: (301) 314-2466 ♦ Email: office@umdcourtyards.com
www.umdcourtyards.com


 All persons will be treated fairly and equally without regard to race, color, religion, sex, family status, disability, national origin, or source of income.

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IMPORTANT PHONE NUMBERS

Cable Outage	301-314-CATV (2288)
Courtyards Office	301.314.2466
Courtyards RA On-Duty	301.906.3623
Campus Information	301.405.5100
Computing Assistance (University Student Help Desk)	301.405.1400
Counseling Center	301.314.7651
Health Center	301.314.8180
ID Cards, Replacement Counter Mitchell Building	301.314.8240
Shuttle-UM	301.314.2255
UMPD Emergencies	301-405-3333
UMPD Emergencies (campus phone)	911
UMPD Non-Emergency	301.405.3555

IMPORTANT WEBSITES

Courtyards Homepage	www.umdcourtyards.com
Department of Resident Life	reslife.umd.edu
Department of Transportation Services	www.transportation.umd.edu
Division of Information Technology	www.it.umd.edu
UMD Alert Emergency Notification	www.alert.umd.edu
University Counseling Center	www.counseling.umd.edu
University Health Center	www.health.umd.edu
University of Maryland Homepage	www.umd.edu
University of Maryland Police	www.umpd.umd.edu

WELCOME TO THE COURTYARDS AT UNIVERSITY OF MARYLAND

Welcome to your new home! We are delighted that you have chosen to reside with us as you begin a new academic year at the University of Maryland. We have excellent facilities to offer and many activities planned to make your experience a positive one. We have prepared this handbook as a quick reference guide to the unique community that has been created for you.

Please take a few minutes to become familiar with our services and procedures. This handbook has been designed to answer your questions about living at The Courtyards at University of Maryland. However, if we have neglected to answer one of your questions please feel free to stop by our offices during normal business hours Monday - Friday from 9:00am to 5:00pm. After Hours Service Desk hours are Monday - Thursday, 5:00 pm through 10:00pm. Weekend hours include Saturday 10:00am to 8:00pm and Sunday from 12:00 noon to 10:00pm.

We hope moving in will be pleasant and stress-free. Your roommates, neighbors, and The Courtyards' staff are all looking forward to meeting you and working with you. We hope that the coming months will be rich with wonderful discoveries and experiences, good grades, and new friends!

COMMUNITY OVERVIEW

Management Office

The management office is in the Clubhouse which is located at the entrance of The Courtyards property right off of Route 193. You may visit our website at www.umdcourtyards.com for a quick one-stop-shop to answer the most common questions. If you still can't find your answer, stop by the office or call 301-314-2466 to speak with a staff member about questions you have regarding your stay with The Courtyards.

The Clubhouse

The Clubhouse offers several amenities to support your academic achievement and destressing during down time. Besides The Courtyards Office and the Service Desk, there is/are:

- A flat-screen television
- A Playstation 3 video game system with accompanying games
- A fitness room including treadmills, elliptical machines, and other fitness equipment
- Pool and ping pong tables for use in our Recreational Room
- Two computers and a printer in our computer lab
- Wireless internet throughout the building on the University network

Courtyards Pool

The Courtyards Pool is open from the beginning of May through late September for all Courtyards residents to enjoy. The pool is staffed daily for your safety and enjoyment. Upon arrival at the pool, you are required to present a photo I.D. to the life guard. This is to ensure that all pool visitors are Courtyards' residents and that all Courtyards' guests are escorted by resident hosts.

If you desire, you may bring a maximum of four (4) guests with you to the pool. Please note that you are responsible for the conduct of your guest(s) and must remain with them while at the pool.

Hours and regulations/policies are posted at the pool site. Hours vary during the months of operation. Please remember that you may be asked to leave the pool for failure to comply with the guest policy or regulations.

Pool Rules

Access – All residents must show their ID when entering and wait to be checked on the guest list. Residents are strictly prohibited from entering the pool by any means other than the front gate or outside posted pool hours.

Guests – Residents are permitted a maximum of four (4) guests while present at the pool. Guests may not be left unattended. Residents are responsible for guest behavior.

Refreshments – Beverages are permitted only in original plastic containers or sealable container to prevent spills and dangerous conditions from broken glass. Alcoholic beverages and glass containers are not permitted in the pool area.

Equipment – Grills in the pool area are for staff programming use only.

RESIDENT SERVICES AT THE COURTYARDS

Resident Advisor on Duty

There is a Resident Advisor (RA) on duty from 5:00pm to 9:00am on the weekdays and 24 hours on the weekends to address any issues in the community. The RA can be reached at 301-906-3623

UMPD

The University Of Maryland Police Department (UMPD) provides patrol and response services to The Courtyards at University of Maryland.

The UMPD also provides an escort service for anyone who feels unsafe when walking around campus. Escorts are conducted by the Student Police Auxiliary foot patrol program. If you would like an escort, please call the police department at x5-3555 to request one. You may also use a blue light emergency Public Emergency Response Telephones (PERT) phone to call for an escort.

Lock Outs & Spare Key Check Out

If you have locked your keys in your room, you may checkout a spare key from the Main Office or After Hours Desk. When the After Hours Desk and Main Office are both closed, the Resident Advisor on Duty may be contacted for assistance. When you receive your keys at the beginning of your lease, you will sign for them on a keycard, which lists the following key policies:

- If a resident loses the front door key or bedroom key, a core change is mandatory and the resident will be charged \$150 for each core change.
 - If a resident loses a mailbox key, a core change is not mandatory but the resident must still pay a \$35 replacement fee.
 - To checkout a spare key, the resident must verify identity with a University ID.
 - If a loaned key is not returned within one (1) hour, the resident will be charged a \$10 fee.
 - If a loaned key is not returned within twenty-four (24) hours, the resident will be charged \$150 per key to complete an administrative core change for both a loaned front door and bedroom key.
 - If a resident is locked-out of their apartment after 10:00pm or when the Clubhouse is closed, the resident will be charged a \$50 lock out fee.
 - All charges listed above will be charged to the resident's account, and are due without any additional notice five (5) days after the replacement request, core change request, or loan.
-

Mail

Mailboxes are located at the kiosk outside the clubhouse. Each apartment shares a mailbox and each resident is issued a key. We encourage you to talk to your roommates and determine who checks the mailbox and where to put received mail. The mail kiosk has a slot for outgoing mail on the side facing the Clubhouse.

Please make sure that your friends, family, and associates know your correct address – improperly addressed mail is considered misdirected and may be returned to sender. .

Your address should be written:

Your Name
8000 Boteler Lane, Apartment Number
College Park, MD 20740

The United States Postal Service, not campus mail, serves The Courtyards at University of Maryland. Thus, mail to or from campus will require postage in order to be delivered.

We recommend that you file a change of address with the post office when you move in and move out of your apartment so that you minimize the interruption to your mail service.

To keep your University records updated, visit Testudo at <http://testudo.umd.edu>, select the "Keep your email address up to date" link, and update your contact information.

Package Acceptance/Pickup

Your lease includes a release for package delivery and acceptance at The Courtyards. Because you agreed to the terms of your lease, the office and service desk will accept packages on your behalf when the delivery company is unable to deliver directly to your door. In this case, you will receive an e-mail notifying you whenever a package has been delivered for you at the office. Please bring your University of Maryland I.D. to the Office or After Hours Desk to claim your package.

Please note that packages will not be accepted until you officially move in. In addition, any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Finally, any packages, parcels or deliveries not claimed within fourteen (14) days, will either be returned to the sender or discarded as Landlord deems appropriate.

Telecommunications (Phone, Internet, and Cable)

The Courtyards at University of Maryland provides UMD telecommunication packages for all residents. Each bedroom is equipped with a phone line, a cable TV connection, and an Ethernet connection; an additional cable TV connection is provided in the living room. The University wireless network is also available in your apartments.

If having trouble with your phone, first, make sure your phone is plugged into the correct jack. The voice jack is white and the Ethernet jack is orange. If that does not solve the problem, you can call 301-405-1500 for assistance.

If you are having problems with cable television, first check that your cable cord is securely attached to your TV and the wall jack. If that does not correct the problem, call 301-314-CATV (2288) to request

service. At the prompt for a telephone number, enter 301-314-2466. This will connect you to a Comcast representative.

The Comcast representative will ask you for your address. You must respond, “Apartment #(your apt) University Courtyard Apartment 1,2,3 or 4” (corresponding to bedroom A, B, C or D). For example, if you live in apartment 328C, you would say *328 University Courtyard Apartment 3*.

Resident Portal

Your Resident Portal is an online system that grants you access to your lease account, lease information, work orders, and Room Condition Report at your convenience. Through the Resident Portal you can make and view the status of payments, submit work orders to maintenance and track their status, update your contact information, and complete your Room Condition Report upon move-in. Please make sure you register your Resident Portal account via www.umdcourtyards.com. After you register, if you do not receive your user name and password via e-mail in 2-3 business days, please contact The Courtyards office. (Please Note: Portal registration is not available until the 1st day of the month in which your lease begins)

TRANSPORTATION & THE COURTYARDS

Parking Permits

All residents parking a vehicle at The Courtyards are required to register for a Lot 8 parking permit. Permits may be obtained beginning the first week of school between 9am and 5pm in the Courtyards main office. In order for a resident to receive a parking permit, residents will be required to show original vehicle registration indicating the license plate number for their own vehicle as well as their drivers license.

If a resident has a valid vehicle, their vehicle will be registered in the Digital License Plate Recognition system for Lot 8 of The Courtyards. No physical hang tags will be issued.

Parking

Signs throughout the property designate parking areas as well as parking permit requirements. There are three (3) numerically identified parking areas on the Courtyards property:

- **Lot 8:** This area is for Courtyards residents only and requires an “Area 8” permit 24-hours a day, 7 day a week. This is the lot for which residents vehicles are registered.
 - **Lot 10:** This outermost row of parking, located between building 400 and the trash compactor, requires a valid Lot 10 permit 24 hours a day, 7 days a week. Courtyards residents and guests should not park in this lot.
 - **Lot 10a:** This lot, located along the edge of the area between Buildings 100 and 600, requires valid Lot 10 permit between the hours of 7:00AM and 4:00PM, Monday-Friday. You and your visitors are welcome to park here before or after the posted hours.
 - **CY:** Spaces marked CY require a valid “CY” permit.
 - The spaces marked “CY”, between the property entrance and building 300 require a valid “CY” hang tag permit between 7:00AM and 4:00PM, Monday-Friday. You and your visitors are welcome to park in these spaces before or after the posted hours.
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- All other “CY” spaces require a “CY” permit 24-hours a day, 7 days a week.
- **Handicap Spaces:** Handicap spaces are available throughout the property. These spaces require Lot 8 permit registration in addition to appropriate handicap credentials being displayed.
- **15 Minute Parking:** Temporary parking is available for Clubhouse business for 15-minute usage during the hours of 7:00AM and 4:00PM. These spaces are provided directly in front of the Clubhouse, and marked as 15-minute spaces. Your visitors are welcome to freely park there from 4:00PM to 7:00AM. Between 7:00AM and 4:00PM, vehicles must be removed to avoid tickets.
- **Metered Spaces:** Visitors may park in the metered spaces provided throughout the community. Parking costs \$2 per hour and meters are credit-card operated for your convenience. Parking meters are in service from 7:00am to 10:00pm, Monday—Friday. Visitors will be able to park for free at metered spaces on weekdays from 10:00pm to 7:00am and all day on Saturday and Sunday.

*** Be advised: *The Department of Transportation Services will issue tickets and/or tow inappropriately parked vehicles 24-hours a day, 7 days a week using the same enforcement guidelines as all other campus lots.*

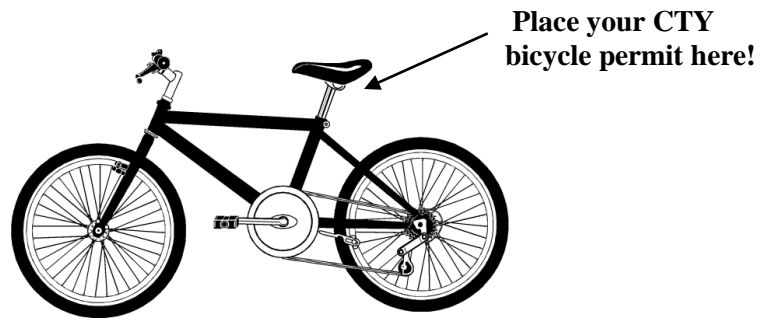
All complaints and appeals regarding parking enforcement are handled by the University of Maryland Department of Transportation Services (D.O.T.S.). Information is available online at www.dots.umd.edu or by calling x4-PARK.

If you are towed, please call (301) 405-3555. For further inquiries, please refer to www.transportation.umd.edu.

Bicycle and Moped Registration

Our bicycle racks are reserved for The Courtyards at University of Maryland residents only. As a resident of Courtyards, you must register your bicycle with the Department of Transportation Services and then register with Courtyards. Registration is free and you may register at any time during the year at the management office. For information regarding the University of Maryland Bicycle Registration process please visit our website at www.umdcourtyards.com

Once you receive your permit, just snap the permit onto your bike as pictured below, and park it at your closest bike rack. Covered bike racks are located under the stairs in most breezeways. Once registered with Courtyards, we will give you a bicycle seat cover for reducing your carbon footprint. Bicycles may not be parked at trees, railings, signs, or any area other than the bicycle racks provided. Bicycles may also not extend from the bike racks into the walking path of the breezeways. All illegally parked bikes will be removed and impounded at the resident's expense and if left unclaimed for thirty days, The Courtyards has the right to discard.



Mopeds/scooters are welcome at The Courtyards. They may be parked at any designated “Moped Parking Only” location within the community. Three convenient locations are located:

- Between buildings 300 and 400
- Within the horse shoe parking lot of 100/200
- In the rear of 700 parallel to the recycle station.

Parking and/or storage of moped/scooters in hallways, apartments, on bike racks or on balconies is against the fire code and strictly prohibited.

All moped/scooter parking at The Courtyards is enforced by the Department of Transportation Services and subject to all UMD scooter policies. Please visit their website at <http://www.transportation.umd.edu/scooter.html> for further information about scooter restrictions and registration.

Shuttle-UM

The Courtyards Express (105), Beltway Plaza (101) and the Purple Line (116) serve The Courtyards at University of Maryland. Visit www.dots.umd.edu/routes.html to find the current schedules, stop locations, and to learn more about other Shuttle-UM services. Pick-up/drop-off locations:

- In the parking lot between Buildings 200 and 400
- At the bus hut next to Building 500
- At the front of the property between Buildings 200 and 300.

MAINTENANCE, FACILITIES, AND YOUR APARTMENT

Room Condition Report (RCR) Form

Your RCR allows you to document the condition of your room and apartment upon move-in. Upon move-out an inspection of your apartment is completed comparing the condition at move-in with the condition at move-out to determine damage charges and work that must be completed prior to a new resident moving in.

Please log on to Resident Portal via www.umdcourtyards.com to complete your RCR within two (2) business days of checking in. To complete the form:

- Assess the condition of your unit overall including walls, carpet, furniture, appliances and bathroom.
- Check the appropriate condition box and add descriptions of any damage that exist in your unit. Be as specific as possible using numbers, dimensions and descriptions. For example, if your

kitchen counter has a *stain* on the laminate, you might write *2 inch stain near sink* in the move-in column in the kitchen section next to “counter”.

- Make sure to check under, behind and inside fixtures as well.
- Submit the completed RCR and print or e-mail yourself a copy for your records.

Alternatively, you may download the “PBinspector” app from the Google Play Store or the Apple App Store. Logging in with your Resident Portal credentials will permit you to complete your RCR on your Android or IOS phone or tablet. For a quick tutorial to use the app, please visit <https://www.youtube.com/watch?v=qqCKtXcBQxE>.

If you have any questions about how to complete the form, please contact your Resident Advisor or The Courtyards office for assistance.

If there are any items which need repair in your unit, please submit a maintenance work order requesting the repair. Work orders must be submitted online via the Resident Portal. Noting an item on your RCR does not automatically submit a work order.

All damage charges are due with the month’s rental installment following notification of the charges. If charges are assessed at move-out, they will be billed directly to your account. No charges will be assessed without fully considering reasonable wear and tear as well as the move-in condition described on the RCR.

Avoiding Damage Charges

There are several steps that you can take to keep your apartment in good condition and minimize damage billing at the end of your lease:

- ❖ Clean your apartment at least once a week. Pay special attention to vacuuming the carpets, cleaning the toilets, bathtubs, sinks, tile floors, oven, stovetop, drip pans, microwave, refrigerator, and countertops.
- ❖ Keep your walls in good condition: hang only one or two pictures per wall using the recommended methods. Do not place furniture directly against the walls and make sure that your bed sheets and bedspreads do not mark the walls.
- ❖ Put a mattress pad or mattress cover on your mattress to protect it from stains.
- ❖ Do not install additional items such as shelves, hooks, or over-the-door hooks.
- ❖ Follow the instructions in your move-out letter to prepare your apartment for move-out. Be sure to coordinate your move-out preparation with your roommates, since common area issues are billed to all residents of the apartment.
- ❖ Do not paint the walls. If you paint your wall(s), they will be painted back to the original color and you will be charged for the painting.

Resident Care for Walls When Decorating

- ❖ When hanging posters, pictures, or any other decorative item, the goal is to minimize the damage to the walls. The best things that we have found for this purpose are tacks and picture hanger hooks. Do not use screws, nails (except finish nails), tape, adhesive pads, or putty of any kind.
 - ❖ The sprinklers are extremely sensitive and may go off if jostled, or tampered with. If this happens, your apartment will flood within seconds. Please be respectful of this equipment and do not hang anything on or near these areas.
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Maintenance Work Orders

Maintenance work orders allow you to request that a maintenance technician repair a problem in your apartment. To submit a work order, go to www.umdcourtyards.com and log-in to your Resident Portal. By submitting a work order, you are giving The Courtyards Maintenance staff and/or an appointed contractor permission to enter your apartment and/or bedroom to complete the maintenance request.

When completing a work order, please be as detailed as possible. For example, “dryer is not heating” is much more informative than “dryer broken”. This kind of specific information will allow the maintenance technician to diagnose the problem and complete your repair in a timely fashion.

If a repair is not complete within two business days, log on to the Resident Portal to see an update. There will be notes in the work order record showing additional information. If the information does not answer your questions, please call the management office to speak with the maintenance department. Please do not file multiple work orders for the same repair.

Preventative Maintenance

Periodically, a preventative maintenance technician will enter your apartment in order to perform maintenance on the apartment systems. Notice is provided via email prior to entrance into an apartment for non-emergency maintenance. The preventative maintenance checklist includes tasks such as: changing the air filter in the HVAC system, checking the water temperatures of the bathtubs, checking airflow temperatures from the vents, checking the plumbing for leaks, and cleaning the HVAC coil. When receiving notice of entry, please be prepared during the listed dates and times, and follow preparation instructions.

Pest Control

Many pests usually result from unsanitary conditions, such as improperly stored food or organic residue in your garbage can. If a problem persists despite appropriate sanitary upkeep, submit a work order so that our maintenance staff may evaluate the problem. The maintenance staff will schedule pest control to treat your apartment on their next weekly visit. If possible, capture a sample of the pest, so that entomologists may accurately identify the species and treat accordingly.

The Courtyards at University of Maryland also provides a preventative maintenance pest control program. Each apartment will receive preventative pest control services twice a year. It is very important that the apartment is clean at the time of service. The treatment consists of a fast-drying gel bait; no sprays will be used for the preventative treatment.

If a resident believes they have bed bugs, they should contact the management office. An inspection will be conducted to determine the presence of bed bugs. If verified, a heat treatment will be scheduled. It is very important that residents follow all instructions to prepare their apartment for the treatment. Residents are expected to be diligent about bed bug prevention, especially after a treatment, to prevent reintroduction of bed bugs to the space. Residents are expected to follow all items outlined in the bed bug lease addendum.

Electrical Issues

If an individual outlet is not working, first check if there are two GFI (red) buttons on the outlet: a test button and a reset button. If an outlet does not work, simply push the reset (red) button on the closest outlet.

If there is a power outage in a specific area in the apartment beyond just a single outlet, you should find the breaker box, which is a metal insert in your wall in the kitchen, bedroom or hallway. There are two columns of switches in the breaker box. Each switch in a column should be facing the same direction. If one switch is out of alignment, flip it back so that they are lined up again. If all of the switches are aligned correctly, locate the switch which matches the specific area where the power outage exists (e.g. the bathroom or kitchen) and flip it off and then on.

Dishwasher Care

It is imperative that the appropriate detergent be used when running your dishwasher. Dish soap for the sink is not meant for the dishwasher. Only use detergent specifically designed for dishwashers. If hand dishwashing soap is used in the dishwasher or too much dishwasher detergent is used, the dishwasher will overflow. To resolve, open the door and keep it open for about 2 hours to allow the bubbles to evaporate. Pour a cup of cooking oil into the tub and run the rinse cycle. You may have to repeat this step two or three times until the foam disappears. If a spill occurs, you should clean up the excess water immediately to prevent damage to the flooring or the potential for organic growth.

Apartment Lighting

The maintenance staff will be happy to change light bulbs on all apartment fixtures. Fluorescent bulbs are used to reduce the Courtyard's carbon footprint.

Toilet Clogs

If you do not have a plunger, you should call the RA on duty to report a clog. They will respond and instruct on how to plunge the toilet. If your toilet is overflowing, turn the valve on the lower left-hand side of the wall behind the toilet clockwise until it stops. Use something to soak up the water before it flows to the apartment below, call the RA on duty, and submit a work order.

What is a maintenance emergency?

A maintenance emergency is one in which the safety of a resident is jeopardized or when basic life needs are not provided for. In case of a maintenance emergency, the RA will activate the 24-hour on-call system and a staff member will come in to tend to the problem.

Situations that would be considered emergencies are:

- ❖ When you do not have access to a working toilet.
- ❖ Heating does not work and temperature outside is under 45 degrees
- ❖ Air conditioning does not work and temperature outside is over 95 degrees
- ❖ Unit door will not lock
- ❖ Bedroom door will not lock
- ❖ No electricity in unit
- ❖ Flooding
- ❖ Broken window
- ❖ Malfunctioning smoke detector

Situations that are not maintenance emergencies, but would be handled as soon as possible the next day include:

- ❖ Clogged toilet in a 4 bedroom – 2 bathroom unit
 - ❖ No hot water
 - ❖ Clogged garbage disposal
 - ❖ Stove does not work
 - ❖ Heating does not work and temperature outside is over 45 degrees
 - ❖ Air conditioning does not work and temperature outside is under 95 degrees
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- ❖ Clogged shower
- ❖ Electricity out for one or two items
- ❖ Washer/Dryer does not work
- ❖ Smoke detector low battery indicator is sounding
- ❖ Refrigerator / freezer is malfunctioning.

Situations that are not emergencies and (will be dealt with in priority order) include:

- ❖ Closet door is off track
- ❖ Dryer does not heat
- ❖ Blinds broken
- ❖ Water drains slowly
- ❖ Broken towel rack
- ❖ Light bulb needs to be changed

Appliance Quick Reference Guide

This guide provides you with helpful tips for using your apartment's appliances safely and efficiently. If you have any other questions about your appliances, you may wish to download the user manuals from the internet.

Appliance	Do	Don't
Stove	<p>Put a protective cover of aluminum foil on your drip pans to make cleaning easier.</p> <p>Clean the drip pans, hood filter, stovetop, and oven regularly.</p> <p>Use the stove hood fan to prevent a small amount of smoke from setting off the fire alarm.</p>	<p>Heat oil at a high temperature – it may catch fire.</p> <p>Use water to attempt to extinguish a kitchen fire.</p> <p>Leave the stove unattended while in use.</p>
Microwave	<p>Clean the microwave regularly.</p> <p>Use microwave-safe dishes.</p>	<p>Put items containing metal or aluminum foil in the microwave.</p>
Garbage Disposal	<p>Run cold water down the drain the entire time the disposal is in use. Mix some disinfectant cleaner with water and run it through the disposal monthly to control odors.</p>	<p>Place hard objects such as bones or eggshells, fibrous foods such as asparagus, large quantities of food, or inorganic objects into the disposal.</p>
Dishwasher	<p>Make sure that the water jets have sufficient clearance to clean each load of dishes.</p>	<p>Use hand soap or other detergents not designed for the dishwasher.</p> <p>Overload the dishwasher.</p> <p>Place non-dishwasher safe items into the dishwasher.</p>
Refrigerator/Freezer	<p>Clean the refrigerator regularly.</p>	<p>Overload shelves or door storage.</p> <p>Block bottom front vent in freezer.</p>
Washer/Dryer	<p>Clean the lint filter after each use.</p>	<p>Overload the washer such that the agitator cannot move freely – this</p>

	<p>Wait a few minutes before you unload the washer for it to unlatch after the end of the cycle.</p> <p>Check pockets for non-washable objects before loading washer.</p>	<p>may result in flooding and damage to the motor.</p> <p>Wash plastic items, items with exposed cotton backing, or oversized items.</p>
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Residents are not permitted 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.

LEASING AT THE COURTYARDS

Rental Installments

All lease rates are for the 2015-2016 lease term ("Lease Term") beginning on or about August 24, 2015 (the "Lease Commencement Date") and ending on July 30, 2016 (the "Lease Termination Date"). The lease base rental installment per resident will be one of the following as checked and initialed, either:

- Four Bedroom/4 Bathroom Apartment: \$9,324 (\$777 per installment)
- Four Bedroom/2 Bathroom Apartment: \$8,520 (\$710 per installment)
- Two Bedroom Deluxe Apartment: \$10,716 (\$893 per installment)
- Two Bedroom Standard Apartment: \$10,368 (\$864 per installment)
- Two Bedroom Quad Apartment \$7,824 (\$652 per installment)

Installment due dates

It is expressly understood that the full lease rate is due and payable in twelve equal rental installments, as follows:

- Payment 1: August 1, 2015
- Payment 2: September 1, 2015
- Payment 3: October 1, 2015
- Payment 4: November 1, 2015
- Payment 5: December 1, 2015
- Payment 6: January 1, 2016
- Payment 7: February 1, 2016
- Payment 8: March 1, 2016
- Payment 9: April 1, 2016
- Payment 10: May 1, 2016
- Payment 11: June 1, 2016
- Payment 12: July 1, 2016

Your lease is for a period of approximately 11 ¼ months and payments of the full lease rate are made in twelve equal installments. The first payment for each lease is due on August 1st, and the last is due on July 1st of the following year.

Rental Installment Payment Methods

- Rental installments may be paid by cashier's check, certified check, personal check or money order.
- Rental installments may be paid online by credit card through the Resident Portal at www.umdcourtyards.com. These payments will be subject to a 2.5% fee.
- Rental installments may be paid by check through the Resident Portal at www.umdcourtyards.com.
- Rental payments can be made in person at the Clubhouse office during normal business hours, 24-hours a day online, by utilizing our after-hours drop box, or by mailing payments to:
Courtyards Management Office
8000 Boteler Lane
College Park, MD 20740
- Rental installments must be paid in full. No partial or postdated checks may be submitted. Please write your full name and apartment number in memo section of the check.

Late Payment of Rental Installments

- There will be a five percent (5%) late fee applied to your rental account if rental payment is received after the expiration of the grace period on the tenth (10th) day of the month at 5p.m. Late charges are considered and charged as additional rent.
- A delinquency notice will be sent to you after the twelfth (12th) day of the month if a rental payment has not been paid in full. This notice informs you that Courtyards may exercise their right to file legal action against you for non-payment and to regain possession of the rental unit.
- If a rental payment still has not been paid in full by the eighteenth (18th) day of the month, legal action may be filed as stated in the delinquency notice. The cost for all such actions will be charged to the resident's account. Personal checks will not be accepted for payment once legal action has been filed; the balance must be paid by cashier's check, certified check or money order only.
- Any rental installments not received when due will be reasonable grounds for non-renewal of your lease.

Returned Payments and Bounced Checks

- If we receive a returned check for non-sufficient funds (NSF) from your bank, you are required to repay the amount of the check and all additional charges within forty-eight hours of notification.
- All returned checks are charged a twenty-five dollar (\$25.00) returned check fee.
- If we receive **two** returned checks for non-sufficient funds, you may no longer pay using a check. Payment will be required using certified funds only.

The Re-leasing Process

The following information is designed to help you navigate the process you must follow if you wish to end your Courtyards lease early. Please review this information with any prospective re-lessor so that both parties fully understand the requirements of the process. You are responsible for finding a qualified student to take over your lease and you must complete all the steps in this process before you can be released from the financial obligations of your lease.

Step1: Find a Re-Lessor

Though it is your exclusive responsibility to find a qualified re-lessor, there are many resources available:

- CTY offers a **Re-Leasing Bulletin Board** (Male) (Female) to allow residents and applicants to exchange re-leasing information. You can find the bulletin board on our website, www.umdcourtyards.com.
- You may post advertisements in designated areas on campus. (Some bulletin boards require University approval before posting).

Step 2: Complete the online re-leasing process
(Complete *at least 3 weeks in advance of your transfer date*)

Log on to www.mydr1.umd.edu

Information you will need to complete your request includes:

- Re-leasing candidate's information (you may want your re-leasing candidate to be present or on the phone when filling out the request).
- Date you wish to move out.
- Date your re-lessor wants to move in.
- The above dates must be at least two (2) business days apart when choosing to do the standard check-out and check-in process.

Step 3: Determine your re-lessor's eligibility

The University of Maryland's Department of Resident Life must approve all re-lessors for CTY residency. During the academic year, the criteria that the Department of Resident Life uses to determine student eligibility for CTY residency are as follows:

- Does the student currently live on campus?
- Has the student placed him/herself on the University Housing Waiting list?
- Has the student completed his/her first year of post-secondary education?
- Is the student in good financial, judicial, academic, and registration standing?

For the **SUMMER** only, an applicant must be directly affiliated with the University, and in good financial, judicial and academic standing to lease at CTY.

It takes about 5 business days to determine a re-lessor's eligibility through the University.

Step 4: Sign and return your re-leasing paperwork
(Complete *at least 5 business days in advance of your transfer date*.)

You and your re-lessor will need to schedule an appointment with the Courtyards Leasing Coordinator to sign and submit your re-leasing paperwork and payments. Be sure to bring the following items to your appointment at least five (5) days before your re-lessor's check-in date to avoid any delays:

- Your re-lessor's \$300 check for the lease reservation fee
 - Your re-lessor's \$30 check for the application fee.
 - Your certified payment for the \$100 lease transfer fee.
-

- When applicable, a \$65 money order for cleaning.

The following items will be provided by staff at your appointment:

- Lease Transfer Agreement to be signed by both parties
- Your re-lessor 's Lease Agreement
- Your re-lessor 's application and roommate matching form
- All checks should be made payable to The Courtyards and should contain the appropriate student's name (current or new resident) and apartment number.

Continuing Eligibility

In addition to being eligible to live in The Courtyards when you apply, it is your responsibility to maintain eligibility throughout your stay. If you do not maintain full time status as an undergraduate student of the University of Maryland College Park, your lease may be terminated and all unpaid monthly installments become immediately due (see #4 of your The Courtyards at University of Maryland lease). The following are examples of situations, which may fit this category:

- Academic dismissal
- Housing Termination
- Reduced credit hours (part time student)
- Leaving the University for medical reasons
- Transferring to another University

If you feel there are extenuating circumstances such that you should be allowed to remain in The Courtyards despite no longer being eligible, please submit a written appeal to the Management Office at office@umdcourtyards.com . Please note that submitting your keys to the office does not end your lease. You will continue to be financially responsible for your lease.

Check Out

If you decide to check out of your room for any reason, there is a procedure that should be followed. When you have all of your belongings out of your unit and it is clean, you will be ready to check-out. Stop by the leasing office Monday-Friday 9:00am- 5:00pm. The after-hours desk is open Monday – Thursday from 5:00pm-10:00pm; Saturday 10:00am – 8:00pm and Sunday 12:00pm-10:00pm. You will need to complete a check-out form and submit your keys. If you have lost your keys, you will be charged for a lock change (Front door \$150; Bedroom \$150; Mailbox \$35).

At a minimum, your apartment should be returned to the condition it was in when you moved into the apartment. Refer to your copy of your *Room Condition Report*, which you completed when you moved in, if you cannot remember what the apartment looked like at move in. The management office can provide additional guidelines on what you should do before moving out. Do not forget to remove all unwanted items from your room, lock your doors and windows, and take any large items to the dumpster areas. If you leave items in your unit, they will be considered abandoned property and thrown away, and an additional charge for trash removal may be assessed to your account.

You may wish to have your damage inspection done when you are present. Limited appointments, during normal business hours, are available for inspections. Stop by the leasing office or call x42466 for instructions on how to make your appointment. You must schedule your appointment at least two business days before you want to check-out and when your appointment time arrives you must be ready to

permanently leave your room. If your belongings remain or your cleaning is not complete, you will forfeit your appointment.

RESIDENT CONDUCT AT THE COURTYARDS

The Courtyards Policies and Procedures

Living in The Courtyards is a unique experience, which can provide many benefits and opportunities. However, it must be understood that when hundreds of people live in close proximity in a residential community, it is essential that the rights and responsibilities of each person are respected. Nearly everyone must adapt his or her lifestyle to some degree in consideration of other individuals or groups. It is vital to the continuance of a safe, comfortable, concerned residential community that each person be aware of, and abide by, the rules, regulations, and standards for on-campus living. They were designed to allow for the freedom and flexibility of the individual and to insure the rights and privileges of the community as a whole.

The primary responsibility for policy enforcement rests with the individual resident. It is expected that qualities such as self-discipline, concern for the rights of others, intellectual and social maturity, and respect for public and private property will be fostered and developed.

The Courtyards Conduct Procedures

The Courtyards encourages residents to act independently and maturely while in residence. Living in a group situation is not always easy, since everyone comes from a different background and has different expectations for living in a residential community. Policies and Procedures are established to outline standards by which all members of the community can live together. The Courtyards management staff have designed administrative conduct processes which address inappropriate behavior with the goal of changing future behavior.

In addition to Courtyards' rules and policies, all residents are also responsible to knowing and abiding by local laws and the University's Code of Student Conduct. Please note, violations of Courtyards administrative rules, policies and procedures may also violate local laws and/or the University of Maryland's Code of Student Conduct. Residents who violate policies should be aware that concurrent judicial proceedings may be undertaken: The Courtyards administrative conduct action; University action related to the Conduct of Student Conduct; as well as civil and/or criminal procedures related to local, state and federal laws.

For violations of University of Maryland's Code of Student Conduct, The Courtyards will make referrals for judicial action with the Department of Resident Life's Office of Rights and Responsibilities.

The Courtyards Judicial Process

Residents are responsible for their actions and will be held accountable for them. The following procedures are designed to ensure that residents rights are not violated. The Courtyards is committed to protecting individual rights as well as the rights of all community members. When a policy violation(s) occurs, an Incident Report will be written to document the situation. An allegedly involved resident will be notified to meet with the Assistant Director. At this judicial hearing, the Assistant Director of Resident Life (ADRL) will:

- discuss whether a violation has occurred
-

- determine the degree to which the resident was involved, and
- assign a sanction, if appropriate (this may not occur during the meeting).
- Determine whether a referral to the University of Maryland's Office of Rights and Responsibilities is required for any potential violations of the UMD Code of Student Conduct.

The resident will receive written notification in the form letter of the decision within seven (7-10) business days of the judicial hearing.

Standard of Evidence

Formal rules of evidence are not applicable to The Courtyards Administrative Judicial process. If a resident denies responsibility for an alleged policy infraction, the ADRL must make his/her decision based upon clear and convincing evidence. To be clear and convincing means that it is substantially more likely than not that the allegations are, in fact, true.

Witnesses

When a resident is meeting with the ADRL, witnesses may be invited to speak on the resident's behalf. The witnesses' statements must be directly pertinent to the policy violations being addressed at the meeting. Witnesses' attendance will be limited to the specific duration of the individuals' statements. Character witnesses are generally not appropriate for these types of meetings and will be allowed only in special circumstances. All witnesses' names and roles in the situation must be submitted, in writing, to the ADRL at least 24 hours in advance of the hearing.

Sanctions

When a student has been found in violation of a policy (by his or her own admission and/or by the clear and convincing standard of evidence) a sanction may be assigned. Sanctions are designed to hold students accountable for misconduct with the goal of educating them toward more acceptable behaviors in the future.

Sanctions include, but are not limited to:

Passive Sanctions

(No specific action is required by the student):

- "Handled by Resident Advisor" Letter - Written notice of formal documentation of a low-level incident with an indication that future behavior may/will result in more severe disciplinary action.
- Administrative Warning - Notice in writing that a given behavior is a violation of the Lease.
- Administrative Probation - Written notice that further infractions of policies may result in revocation of the Lease.

Behavioral Sanctions

(Require action by the student):

- Revocation of Lease - This sanction is reserved for those residents who indicate an unwillingness or inability to live within the parameters that have been established for living within The Courtyards. This sanction may include restriction of visitation rights to the property. A resident whose Lease is revoked may still be held financially responsible for the term of the Lease.
 - Restitution - Requirement that the resident makes payment to The Courtyards or other persons, groups, or organizations for damages for which he/she is responsible. This is true whether the action was intentional or accidental.
 - Community Service/Educational Sanction - Requirement to complete a work project, thereby giving something back to the community, and hopefully learning something at the same time.
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Whenever possible, there will be a logical relationship between the misconduct and the assigned community work project.

Consistency and Fairness

The Assistant Director must evaluate each situation and student individually in arriving at the most appropriate sanction. As a result, a sanction for one resident may differ from one for another with a "similar" policy infraction. This is because the ADRL must consider multiple factors, including the details of the current incident, the student's previous conduct history, attitude, and other factors in arriving at the best sanction for the individual.

Scheduling a Judicial Hearing

The ADRL will send an email to the residents using the email address on record which notifies the resident of the alleged misconduct. This letter will instruct the resident to appear at a designated time and place for the judicial hearing. If it is not possible for the resident to meet at the designated time, he/she must make alternate arrangements with the ADRL no less than 24 hours prior to the initially scheduled time.

A resident who fails to appear for a judicial hearing after receiving notice is not excused from pending action. The hearing will take place as scheduled; evidence will be reviewed and a decision will be made. The resident will be informed of that decision in writing. A resident who fails to appear for the judicial hearing may lose his/her right to appeal the decision(s) of the conduct officer.

Appeal Process

Residents have the right to appeal the conduct decision of the ADRL if they feel it is unfair or unreasonable.

Conduct decisions that are made by the ADRL may be appealed to Capstone On-Campus Management's Associate Director for the Courtyards. To file an appeal, the resident must submit an e-mail to the Associate Director within three (3) school days of receiving the conduct letter from the ADRL. This e-mail will provide the student the opportunity to outline his/her reasons for appeal which may include:

1. The resident contends that he/she was not responsible for the misconduct and that the ADRL did not meet the "clear and convincing" standard of evidence that is required.
2. The resident contends that the sanction is unfair, or disproportionate to the offense.
3. The resident contends that the standard procedures ("due process") were not followed to the extent that his/her rights were violated.
4. The resident contends that there is new evidence now available that sheds new light on the case. (Residents who failed to appear for the initial conduct meeting cannot use the appeal process to challenge the basic facts/evidence that were available, but not presented by them, at the time that the initial conduct meeting was held.) When legitimate new evidence is available, the case will be referred back to the conduct officer.

Burden of Proof - Up until the point of appeal, the burden of proof in determining the "clear and convincing" standard of evidence is upon the ADRL. When a student initiates an appeal, which challenges that decision, the burden of proof switches to him/her. In other words, in the appeal, the resident must demonstrate to the appeal officer that the initial conduct decision was unfair. Consequently, if a resident fails to appear for the scheduled appeal meeting, the appeal will be denied automatically.

The appeal officer will investigate the case by talking with the student, any witnesses with pertinent testimony, and the conduct officer who made the decision(s) being appealed. The resident has the right to

be accompanied by a non-lawyer support person, to call witnesses, and to speak on his/her own behalf. Within seven (7) business days, the resident will receive written notification of the final decision. The original conduct decision can be upheld, modified, or reversed. Decisions made by the appeal officer are final.

Proceedings

All proceedings, including the initial judicial hearing, are carried out in a manner which is informal and at the same time assures fundamental fairness. Records regarding conduct proceedings, including Incident Reports, conduct letters and records from appeal proceedings, will be maintained by The Courtyards. These records may be reviewed during normal business hours by the resident who is involved. A written request to review records must be made one day in advance so they may be prepared for viewing. Records will not be available to any member of the public except upon written consent of the residents involved.

Statement of Student Rights

Residents within The Courtyards shall be guaranteed the following rights with the understanding that a proven violation of these rights shall be grounds for an appeal.

- The resident has a right to a thorough conduct meeting.
 - The resident has the right to a fair conduct meeting. In cases of obvious and/or significant bias, the resident may request an alternate conduct officer.
 - The resident has the right to, upon written request, review the incident report, sanction letter, and any other documents pertaining to his/her case.
 - The resident has the right to one level of appeal.
 - The resident has the right to be informed of all allegations made against him/her prior to the conduct meeting.
 - The resident has the right to have a non-lawyer support person in any conduct meeting pertaining to his/her case. (This individual serves as an advisor to, rather than a representative for, the student.)
- A. The support person's role is to observe the process and provide support and guidance to the resident, as needed. The support person does not "represent" the resident or speak on his/her behalf.
- B. Resident Advisors (RAs) may not serve in the support-person role due to the potential for conflict of interest. However, the RA can always serve as a resource for the resident prior to and after the conduct meeting.
- C. The support person may not have a conflict of interest with the case being investigated.
- The resident has the right to remain silent during a conduct meeting, or refuse to seek a hearing, without such action being regarded as an admission of guilt.
 - The resident has a right to a written report of the outcome of the hearing. The resident shall receive a written statement of the decision by the conduct officer or appeal officer.
 - The resident has a right to a hearing without undue delay.

GUESTS & YOUR APARTMENT

Guests

Any lease holder may host a maximum of four (4) guests in his/her unit at one time as long as the lease holder remains present in the unit. If more than four (4) guests are present at any given time, the lease holder may be asked to have his/her guests leave by Courtyards staff.

Residents are welcome to host and entertain guests in apartments assuming that guest behavior is in accordance with The Courtyards and the University of Maryland policies. Guests are not permitted to stay over-night for more than three (3) consecutive nights.

Guest Conduct

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**.

Parties

Tenant parties/events with or without alcohol are not permitted. 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 20 people). Whether in apartment units, bedrooms, or other gathering spots, gatherings and events must not

- A. result in excessive noise, damage or destruction, fighting or other disruptive behavior
- B. exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas
- C. have been advertised or promoted through flyers, posters or other means.

Landlord and University Police, if necessary, will intervene and instruct the host(s) to end the event when gatherings meet 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.

HEALTH & SAFETY INSPECTIONS

Resident Advisors will conduct Health and Safety Inspections in every Courtyards apartment approximately three times per lease year. These inspections are to assess the condition of each apartment at the time of inspection, address any concerns related to the cleanliness and condition of the apartment, and to address any safety hazards in the apartment.

Your Resident Advisor will notify you of the time and date of the inspection at least 24 business hours in advance. If you wish to be present during your Health and Safety Inspection, please notify your Resident Advisor *prior* to the inspection so they can arrange a mutually convenient time to enter the apartment.

BALCONIES

Your balcony is a great addition to your apartment space and is meant for your enjoyment. It can be a great place to relax after a long day of class and chat with your roommate. However, to keep you safe and to maintain the property, the following are prohibited on your balconies:

- Any apartment furniture issued by The Courtyards
 - Furniture designed with the intended use to be indoors (e.g. couches, reclining chairs, futons, televisions etc.)
 - Kegs, bars, or any similar public alcohol containers
 - Trash including trash in bags and trash in receptacle containers
 - Coolers, boxes, bags, or plastic containers intended for personal storage
 - Grills (propane or charcoal), charcoal, and/or flammable liquid
 - Bicycles and motorized scooters
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- Animal, insect, and bird feeders.

Residents can be charged \$10 for each day a violation is observed and not removed.

TRASH & RECYCLING

Trash and recycling receptacles are available for resident use at the back of the Courtyards property near the rear entrance gate, between Building 300 and 400, and behind Building 600. Residents are expected to dispose of all household waste at these locations. Discarding bags of trash and/or recycling in the small garbage cans throughout the property is prohibited. Doing so will cause the cans to fill quickly and overflow, and is more likely to attract animals and pests.

Any trash or recycling bags left outside of apartments or on balconies remain the responsibility of residents. If trash or recycling is found outside of your apartment or on your balcony, it will not be removed by Courtyards staff. In addition, each resident of the apartment will be billed \$10 per bag/item for each day that the bag/item remains.

PETS

The presence of any animals or pets in or about the premises, apartment unit, building or the property is prohibited, with the exception of fish when all apartment unit roommates agree. No fish tank shall exceed a ten (10) gallon capacity. Furthermore, visiting pets are prohibited. If a pet or an animal is found in your possession, or in your room or apartment, you will be responsible for any and all damages caused by pets and will be subject to The Courtyards judicial process. Tenant understands that a follow-up inspection of the Tenant's Apartment Unit and Premises may occur without warning and as frequently as the Landlord sees fit. Tenants who have a pet or animal will be required to pay the cost of having the Premises and Initials:

Apartment Unit de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by the pet.

Service Animals

The Landlord acknowledges, the right of any handicapped Tenant to keep a service animal on the Premises that has been certified as being specifically trained to aid the Tenant in his/her disability upon prior notification to Landlord. Tenant further agrees to pay for any and all damages caused by the service animal. Tenants who have a service animal agree to pay the cost of having the Premises and Apartment Unit de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional cleaner at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by the service animals. Landlord reserves the right to demand that any service animal which is vicious, an annoyance to other Tenants or destructive property, be removed from the Premises.

Assistance Animals

Landlord will make reasonable efforts to accommodate Tenants with documented disabilities who request the right to bring an Assistance Animal onto the property. Requests for an Assistance Animal must be made in writing and will be reviewed on a case by case basis. Assistance Animals are not allowed on the property unless written permission from the Landlord has first been issued. Tenants permitted to have an assistance animal agree to pay for any and all damages caused by the assistance animal. Tenants who have an assistance animal agree to pay the cost of having the Premises and Apartment Unit de-fleaed and de-ticked by a professional exterminator and the carpeting shampooed and deodorized by a professional

cleaner at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by the assistance animals. Landlord reserves the right to demand that any service animal

SAFETY TIPS

Please use the following precautionary measures to minimize existing dangers and hazards in the environment.

Personal Safety Precautions

- Do not walk or bike alone after dark; walk with friends or in a group, call for an escort or ride Shuttle-UM buses.
- Use N.I.T.E. Ride when evening shuttles are no longer in service and for escort to/from areas not serviced by the shuttles. N.I.T.E. Ride operates seven nights a week from 5:30 p.m. to 7:30 a.m., Call (301) 314-NITE (6483) to request N.I.T.E. Ride. Visit <http://www.transportation.umd.edu/routes/niteride.html> for more information
- Walk in well-lit and well-traveled areas.
- Constantly be aware of your surroundings.
- Know the locations of the nearest blue light emergency phones.
- Be wary of persons you don't know.
- Report suspicious persons or activity to the police.
- Stay away from relatively isolated areas.
- Plan what you will do if confronted by a potential assailant (run, scream, fight, try to gain his/her confidence while waiting for safe escape opportunity)

Apartment Safety Precautions

- Keep your apartment and bedroom door locked at all times, even if you or one of your roommates is home.
- Close and lock all windows when leaving your apartment.
- Carry your keys with you at all times.
- Make sure doors close and latch behind you.
- Confront persons you don't know; if you can't confront, report.
- Report suspicious persons to the police and to your service desk.
- Report damaged or malfunctioning doors windows, locks, etc. to The Courtyard office and complete a work order through the Resident Portal.
- Report "salespeople" or "solicitors" to the office, service desk or RA on duty; they are prohibited from the property.
- Use your alarm system.
- Escort your guests at all times.
- Do not prop doors open.
- Get to know your neighbors and watch out for one another. If you see or hear anything suspicious, or witness any illegal activity, notify the police immediately.

Fire Prevention

- Only use power strips with a UL seal and that are not frayed or worn.
 - Limit the number of appliances that are plugged in or in use at one time.
 - Monitor stove/microwave at all times while cooking
 - Do not use or possess fireworks, lighted candles, flammable fuels, charcoal, or space heaters.
 - Do not smoke or allow others to smoke in your room or anywhere in the building.
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- Do not tamper with smoke detectors, sprinklers, or other life safety equipment.
- Do not allow anything or anyone to touch sprinklers.

EMERGENCY PREPAREDNESS

Although we hope emergencies won't happen, it is best to be prepared. The Courtyards at University of Maryland staff will do their best to help you, but you need to do your part as well. Follow the three steps below and you'll be ready! Please refer to the Courtyards website for detailed information about how to prepare for an emergency while living in our community. At times, the Courtyards management staff will send alerts and notices about possible emergency situations. It is imperative that these warnings be taken seriously and appropriate action be taken.

Make a Kit

You should have a few emergency supplies stashed away in case of an emergency. Ideally, you should have two kits, one in your apartment and the other in your automobile. These kits should include: water & food (non-perishable), can-opener, first aid supplies, flashlight/batteries, battery-powered AM/FM Radio, corded telephone, and medication or any other special item you can't do without.

If you are evacuated to a campus emergency location, you'll only be able to bring one piece of baggage, so be sure that you have the following supplies accessible to be quickly packed at all times: clothing, pillow/blanket, towel & soap, toothbrush/toothpaste, shower shoes, medicine, flashlight, padlock, phone card, snacks, something to do (books, games, etc).

Make a Plan

If an emergency occurs, you want to know what your resources are, and have a plan ready. Keep the following issues in mind when drafting your personal emergency plan:

- If you had to evacuate campus for a few days, where would you go in the local area?
- Do you have an out-of-state contact to help you communicate to your family members? It may be easier to make a long-distance phone call than to call across town if local circuits are busy.
- Will The Courtyards staff be able to contact you with updates about the situation? Make sure you keep your emergency contact information up-to-date with the Courtyards Office.

Be Informed...

... UMD Alert

UMD Alert is an alert system administered by the Department of Public Safety that allows the University Police to contact you during an emergency by sending text messages to your e-mail, cell phone, pager, and/or smartphone.

When an emergency occurs, authorized senders will instantly notify you using UMD Alert. UMD Alert is your personal connection to real-time updates, instructions on where to go, what to do, or what not to do, who to contact and other important information.

Visit www.alert.umd.edu to learn more and to sign up to receive these alerts.

UMD Alert is a free service offered by the University of Maryland. Your wireless carrier may charge you a fee to receive messages on your wireless device.

... About fire alarm procedures

If the fire alarms sound, you must evacuate the building. Exit your apartment and move 100 feet away from your building.

... About the early warning system sirens

The University has an Early Warning System, consisting of a series of sirens, to alert the campus community to potentially life threatening emergencies. The Early Warning System is designed to provide instant notification of students, faculty and staff that may be outside of imminent dangerous conditions. The sirens are loud enough to alert the entire University outside areas, and areas contiguous to the University where many in our community live and study.

Siren Tones:

Emergencies - A steady tone will sound for at least three minutes.

All Clear - One short blast that will sound for less than 30 seconds.

If you even hear an Early Warning System siren, you should proceed as follows:

1. If inside a building, remain inside and seek information from the sources listed below. The information sources listed below will provide advice on the next action to take.
2. If not inside a building, seek shelter inside the closest accessible building and seek information from the sources below.
3. Seek information about the emergency from these sources:
 - WMUC 88.1 FM
 - 1640 AM (campus information Radio station)
 - Campus Cable Channel 76 (Terp TV)
 - www.umd.edu
 - (301) 405-7669 (x5-SNOW)

4. Alert friends and neighbors about what you learned from the above resources.

5. Save work on your computer, shut it down & disconnect it from the wall jack.

Do not pull the fire alarm (which tells people to go outside) during an Early Warning System siren emergency unless directed to do so by the above information sources.

... About renter's insurance

The Courtyards at University of Maryland cannot be held responsible for damage to your personal belongings due to fire, theft, water damage, etc, nor does The Courtyards at University of Maryland carry fire or loss insurance for your personal property. It is the exclusive responsibility of each resident to obtain and maintain renter's insurance to cover any losses that may occur.

Renter's insurance is easily available at a low cost. Most insurance providers offer policies with the following options:

- Replacement of your belongings *or* compensation for their actual value.
- Additional living expenses
- Emergency housing compensation
- Personal liability coverage
- Medical payments to others

If your parents or guardians have a homeowner's insurance policy, they may be able to cover your belongings under their policy, but you should carefully weigh the advantages of an individual policy. All Courtyards residents are required to maintain insurance and be prepared to provide proof upon request.

... About emergency readiness

You can find more information about emergency readiness at www.ready.gov or www.fema.gov. Help your RA plan a program to prepare residents for what to do in case of emergency. You'll learn a lot in the planning and will help your fellow residents learn too!

SUSTAINABILITY

As members of the global, campus, and The Courtyards at University of Maryland community, we all have an obligation to conserve resources such as energy and water. Conservation will help minimize increases in rental costs due to utility usage, so keep the following tips in mind throughout your Courtyards experience. Additionally, don't forget that recycling drop off is available beside the dumpster at the rear of the property.

Conservation Measures

- ❖ Turn off all lights when you leave a room.
 - ❖ Do not run water longer than necessary.
 - ❖ Turn off all appliances when not in use.
 - ❖ Turn off the television and stereo when you are not at home.
 - ❖ Report leaks, toilet issues, and nonfunctioning windows immediately.
 - ❖ In the winter, leave the thermostat at 72 degrees or less. Lower the thermostat to 70 degrees at night. Close the blinds in the evening and open them in the morning to admit sunlight and warmth through the windows.
 - ❖ In the summer, leave the thermostat at 74 degrees or higher. Close the blinds in the morning to reduce heat from the sunlight and open the blinds in the evening.
 - ❖ If you leave your apartment for more than three days, set the thermostat to 85 degrees in the summer and 68 degrees in the winter.
 - ❖ Close all windows and doors when the heat or air conditioning systems are in use.
 - ❖ Schedule your loads of laundry and dishes to allow you to run the washing machine and dishwasher with full loads every time.
 - ❖ Do not block air vents with furniture or other items.
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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 FVW, 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.
