6. DESCRIPTION OF PREMISES AND TERM. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises described as the
Residential Learning Community (hereinafter referred to as "RLC") located at 5281 University Blvd., Laredo, TX 78041-1902 or University Village (hereinafter
referred to as "UV") located at 9907 University Blvd., Laredo, TX 78041-1902, jointly and severally to be used and occupied by Tenant for the term beginning on the dates listed in Paragraph 2 defined as (the "Terms"). These areas are centrally administered by the Landlord and
commonly referred to as the "Office of Housing & Residence Life" (OHRL). Landlord shall assign Tenant to a suite and bedroom at the beginning of the Term
and said area shall be jointly and severally assigned to Tenant. All dates referred to in this Lease are the dates referred to in the official calendar of Texas A&M
International University. Except as provided in this Lease, Tenant's obligation to pay rent shall continue for the entire Term of this Lease until Landlord has been paid
all sums due to it.

7. RENT. The Rent and all sums due under this Lease shall be payable without demand or set off at the Community Housing Office or at such other place as the Landlord
may from time to time designate in writing and may be paid by Tenant using lawful money of the United States, check, money order, or cashier’s or certified funds.
Prior to the expiration of the current Term, tenancy may not terminate, to be used and
occupied by Tenant for the term beginning on the dates listed in Paragraph 2 defined as (the "Terms"). These areas are centrally administered by the Landlord and
commonly referred to as the "Office of Housing & Residence Life" (OHRL). Landlord shall assign Tenant to a suite and bedroom at the beginning of the Term
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International University. Except as provided in this Lease, Tenant's obligation to pay rent shall continue for the entire Term of this Lease until Landlord has been paid
all sums due to it.
11. LATE ARRIVAL. Unless a student requests an extension of the arrival period in writing from the Office of Housing & Residence Life (Community), Landlord is not obligated to hold a space reservation past noon on the first day of classes. If a student fails to check-in prior to noon of the first day of classes, and appears subsequently, assignment elsewhere will be made if space is available. If no space is available, the student is subject to forfeiture of security deposit.

12. ASSIGNMENT OR SUBLETTING. Tenant shall not assign this Lease or sublet all or any part of the Premises, or otherwise allow any person to share or otherwise occupy the Premises or any part thereof without written consent of Landlord. Transferring the possession of keys and/or access cards to other unauthorized individuals will be considered subletting as interpreted within the provisions of this lease.

13. PARENTAL OR SPONSOR'S GUARANTY. It is acknowledged by Tenant that Landlord, may, in its sole discretion, require as a condition of this Lease, a binding parent or sponsor's guaranty, which guaranty shall be a substantial inducement for Landlord to enter into this Lease. A copy of said guaranty is attached hereto. If Tenant delivers a forged or otherwise false or invalid guaranty to Landlord, then Landlord reserves the right to immediately cancel this Lease and retain the security deposit, without thereby waiving Landlord's right to pursue all civil or criminal penalties which may be appropriate. Tenant acknowledges that this Lease is for an unequivocal assignment of Tenancy and that Tenant does not and shall not assign, sell or convey any of the premises by all of legal title without the written consent of Landlord.

14. ABANDONMENT. The Landlord may assume that Tenant has abandoned the assigned room if (i) Tenant, in Landlord’s reasonable judgment, appears to have moved out; or (ii) the Lease Term has expired or Tenant has not been in the room for five (5) consecutive days while the Rent is due and unpaid. If Tenant has abandoned the room, then Landlord may remove and dispose of Tenant’s personal property. In case of abandonment and if Lease Term has not expired, Tenant is still held responsible for the total contract amount of rent for said semester and forfeits security deposit. Further, should a Tenant become locked out of his/hers designated apartment there is a $5.00 lockout service charge for allowing re-entry to the premises.

15. FACILITIES AND SERVICES. Landlord will furnish the unit as indicated on page of the lease and will provide common area furnishings as appropriate to said common area. No other furnishings will be provided.

a. Tenant Responsibility: Tenant assumes full responsibility for said furnished items and agrees to return same to Landlord at the expiration of the term hereof in as good a condition as when received with normal wear and tear excepted. Tenant shall be responsible for all loss, breakage or other damage to the furnishing other than that caused by Landlord, its officers, agents, and employees, and for all rent, repair and other charges due hereunder during the time Tenant is in default under this lease.

b. No Storage: Landlord does not remove furniture from units nor store unit furnishings for residents.

c. Furniture Placement & Use: The only approved placement of unit furnishings is as listed on the sheet and how your unit is actually set at move-in.

16. CONDITION OF PREMISES. At the commencement of the Lease Term, Tenant shall conduct an inspection of the Premises, and all furnishings and fixtures. If the premises, furnishings or fixtures are not in good repair, intact or otherwise damaged, then Tenant shall provide written notice to Landlord of such condition(s) within twenty-four (24) one (1) day after commencement of the Lease Term. If Tenant fails to provide Landlord with such written notice, then Premises, furnishings and fixtures shall be deemed repaired, intact and not otherwise damaged. Upon termination of this Lease, Tenant shall deliver the Premises, furnishings and fixtures in the same good condition with normal wear and tear excepted and in as good repair, intact and not otherwise damaged as when received, and pay and items and all items that were not furnished by the Landlord. Tenant and Landlord will conduct an inspection of the Premises upon Tenant's surrender of the same upon the expiration of the Term, but Landlord shall have no duty to conduct a joint inspection with Tenant if Tenant is in default hereunder. Tenant shall return all keys and gate cards to the Premises. The security deposit shall be refunded in full if the Premises, there will be a charge of $100.00 for each key lost or not otherwise returned to Landlord. All Tenants checking out of the unit must complete all necessary Check-Out paperwork while in the presence of a University staff member or be charged $50.00 for Improper Check-Out. Further, no holes or stickers shall be put on walls anywhere inside or outside the bedroom suite. Tenant takes possession of the Premises subject to an existing deed of trust and security agreement.

17. UTILITIES AND SERVICES. At Landlord's expense, Tenant shall incur the costs associated with furnishing the Premises occupied by Tenant with the following utilities and services: gas, water, sewer, electricity, cable services. Residents of University Village (UV) are provided an electric allowance as provisioned for on the front page of this lease, any usage above the listed amount will be shared among the residents of the unit. Any connection or long distance charges billed to Tenant’s telephone service as well as any charges or costs necessary to upgrade Tenant’s basic cable services shall be Tenant’s sole responsibility. In recognition of the national energy conservation efforts, Tenant agrees to use the utilities in a conservative, economic manner. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to persons or property resulting from the interruption of any utility service or the failure of any defect in any equipment or appliance serving the Premises. The Landlord will furnish the unit as indicated on page of the lease and will provide common area furnishings as appropriate to said common area. No other furnishings will be provided.

b. Landlord does not remove furniture from units nor store unit furnishings for residents.

c. Furniture Placement & Use: The only approved placement of unit furnishings is as listed on the sheet and how your unit is actually set at move-in.

18. NONLIABILITY OF LANDLORD. Landlord, its officers, agents and employees shall be liable in any manner for any loss, injury or damage to Tenant, its agents, guests, employees and/or tenants, but not limited to, personal injury, property damage, burglary, vandalism, water damage, fire, windstorm, explosion, theft, violation of law, loss of rent or damage of Tenant's property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other tenant or person. Tenant agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss, or damage to persons or property, whatsoever, which may arise out of or result from Tenant's activities at the Premises, even if such activities are to have been sustained by Tenant. Tenant is ADvised to Secure Apartment-Dwellers or Similar Insurance to Cover any Loss or Damage to Personal Property. Loss, due to alleged theft, should be reported immediately to the local police department to be officially documented.

19. DAMAGE, CONDEMNATION OR DESTRUCTION OF PREMISES. In the event, if the opinion of the Landlord, the Premises, should become untenantable during the term hereof because of damage, condemnation or destruction by fire or other casualty, Landlord has the right to terminate this Lease, or move Tenant to similar accommodations within the Community and repair and restore the Premises. In the event of such damage, condemnation or destruction to the Premises without the fault of Tenant, his agents or guests, Tenant's obligation to pay Rent hereunder shall be abated only if Landlord terminates this Lease or does not furnish Tenant with similar accommodations within the Community.

20. DEFAULT. In the event of default by Tenant under this Lease, Landlord may, without formal demand or further notice of any kind, peaceably reenter and repossess the Premises and remove Tenant and Tenant's personal property therefrom in accordance with the laws of the State of Texas, without being liable for any damages therefore. No such repossession by Landlord shall affect any of their respective liability and obligations under this Lease, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such default, Landlord shall retain the security deposit and the Tenant shall be liable to Landlord for the payment of all of the Rent and other charges due hereunder, including any expenses incurred by Landlord in connection with such repossession and any retening of the Premises.

Default on the part of the Tenant shall include, but is not limited to, the following:

a. Failure to pay any installment of Rent when due, including, but not limited to the above-referenced electricity utility payments, for more than fifteen (15) days after the date such payment is due.

b. Maintaining a nuisance within the Premises, and any other illegal or criminal behavior on the part of Tenant or Tenant's guests;

c. Keeping any, guns, firearms, or weapons of any type, or any explosive, inflamable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises, which items are determined solely by the Landlord;

d. Violating any of the laws of the State of Texas and rules and regulations of the RLC or UV, of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known controlled substances or harmful or habit-forming drugs and/or chemicals within the Premises, by Tenant or Tenant's guests;

e. Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a student residence environment;

f. Making any amendments to the terms of this Lease by Tenant or agents and employees, as contained in this Lease;

21. LANDLORD'S DISCRETION. In the event of termination of this Lease by Tenant, the Landlord reserves to itself the right, in its discretion, to make any changes or amendments of this Lease by Tenant at the time of termination, and the rules and regulations governing the Premises, made by Landlord, whether such rules and regulations are now in existence or subsequently created in the future;
TENANT'S MAINTENANCE OBLIGATIONS.

24. TENANT'S MAINTENANCE OBLIGATIONS.

a) General Maintenance

1. Tenant shall keep and maintain the premises in good and clean condition.
2. Tenant shall promptly report any maintenance needs or repairs.
3. Tenant may be charged a fine of $250.00 for failure to report maintenance problems such as water leaks, electrical problems, or other maintenance problems.
4. Tenant shall make any alterations or additions to the premises, but not limited to, painting walls.
5. It shall be the obligation of Tenant to reimburse Landlord for all expenses incurred in connection with any repairs resulting from the actions of Tenant or Tenant's guests and invitees.

b) Pest & Pest Control

1. Resident shall agree to maintain the premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests.
2. Resident shall immediately notify Manager in writing of the presence of bedbugs and other pests.
3. Resident agrees to keep the premises clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the unit.
4. Resident agrees to cooperate with Manager with timely access to the resident’s dwelling to inspect, plan, and eradicate pests and Resident agree to complete all tasks recommended by a qualified expert.
5. Resident shall immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
6. Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by landlord.
7. Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.

MOLD.

c) Mold.

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
2. Tenant shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
3. Tenant shall promptly notify management in writing of the presence of the following conditions:
   - A water leak, excessive moisture, or standing water in the Leased Premises;
   - A water leak, excessive moisture, or standing water in any community common area.
4. Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilek Mildew Remover, or Clorox, or a combination of water and bleach.
5. A malfunction in any of the heating, air-conditioning, or ventilation system in the Leased Premises.
6. Tenant shall be liable to suffer damages sustained to the Leased Premises or to Tenant’s person or property as a result of Resident’s failure to comply with the terms of this section.

d) UNIT CLEANLINESS – Tenant shall maintain unit in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for Tenant, roommates and/or neighbors.

a. If Landlord is required to clean Tenant unit to assure sanitary conditions, Tenant shall reimburse Landlord for all costs incurred.
   - Tenant may also be fined between $100.00 and $400.00 depending on your unit style.
   - If one Tenant of a shared unit moves out, all roommates must satisfactorily clean the unit.
   - If the unit is not cleaned, a $100.00 cleaning charge will be assessed to all roommates.
   - All trash and refuse from units should be placed in parking lot dumpsters provided by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places in the Community.
   - Tenant shall immediately notify Manager in writing of the presence of bedbugs and any other pests.

b. If one Tenant of a shared unit moves out, all roommates must satisfactorily clean the unit. If the unit is not cleaned, a $100.00 cleaning charge will be assessed to all roommates.

2. Tenant shall promptly report any maintenance needs or repairs to Landlord.
3. Tenant shall keep and maintain the Premises in good and clean condition with reasonable wear and tear excepted.
4. Tenant shall promptly report any maintenance needs or repairs to Landlord.
5. Tenant shall promptly report any maintenance needs or repairs to Landlord.
6. Tenant shall promptly report any maintenance needs or repairs to Landlord.

ILLNESS.

25. ILLNESS.

If Resident becomes ill or incapacitated, Tenant authorizes Landlord to engage the services of the local emergency medical service or physician(s) at the expense of Tenant to administer to immediate medical needs of Tenant until Tenant’s parents or guardians are contacted for instructions. Upon the advice of emergency medical personnel or a physician, Tenant may be required to be removed from the Community for care in a medical facility, and any expense so incurred is the obligation of Tenant. Tenant must inform Landlord of any special medical requirements that Tenant has on a continuous basis so that such information will be available if an emergency arises.

MEAL PLAN – All Tenants of the Residential Learning Community are required to purchase the “RLC Meal Plan” from the University. The RLC Meal Plan is an obligation directed by the University; Community Manager is not responsible for any provision of service under the Meal Plan rule. The cost of the RLC Meal Plan is not included with costs listed on page one (1) of the lease agreement. All RLC residents will sign a separate Meal Plan Contract which outlines the associated costs. Tenants of University Village may participate in a voluntary meal plan if they desire.

STUDENT CODE OF CONDUCT.

27. STUDENT CODE OF CONDUCT.

Tenant shall follow the STUDENT CODE OF CONDUCT of the University. While Tenant shall follow the entire Code, what follows is a brief policy statement regarding the Code that is presented for convenience.

Enrollment at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of The Texas A&M University System, Texas A&M International University and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University’s function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be sanctioned regardless of whether such conduct is specifically proscribed by the provisions of the Student Code of Conduct. Suspension for non-academic reasons will result in ejection.

RESIDENT PUBLICATIONS & METHODS OF COMMUNICATION.

28. RESIDENT PUBLICATIONS & METHODS OF COMMUNICATION.

a. Resident Handbook: Annually the Community produces and publishes, in multiple formats, a handbook for residents. This handbook outlines many ways of the ways to become a successful member of our campus communities and further outlines your rights and responsibilities. It is recognized as part of this lease as if it were here in its entirety.

b. Residence Life Cinema: Channel 50 on the standard cable package is commonly known as ResLife Cinema. This channel provides a number of informative programs on timely college student issues and recent release movies. In the event of an emergency this channel may also be used to provide urgent information to students not completing the survey may through the student conduct process face the loss of housing privileges.
I.飲食

1. 除私人使用外，禁止在客用室內設置和使用飲食設備，如微波爐、烤箱等。

2. 客用室內禁止設置和使用任何酒類或含酒精飲料。所有飲料容器必須放在指定的儲存位置。

3. 餐飲活動必須在指定的場所進行，任何違反規定的行為將會受到相應的懲罰。

4. 餐飲活動不得干擾到其他客人的正常生活，如有違反規定將會受到相應的懲罰。

5. 任何違反飲食規定的行為將會受到相應的懲罰。

J. 當事人的責任和權利

1. 餐飲活動的當事人必須對活動的結果負責。

2. 如有違反規定的行為，當事人必須承擔相應的責任。

3. 如有違反對他人的權利，當事人必須承擔相應的責任。

K. 懲罰

1. 如有違反規定的行為，當事人將會受到相應的懲罰。

2. 如有違反規定的行為，當事人將會受到相應的懲罰。

L. 連帶責任

1. 如有違反規定的行為，當事人的連帶責任人將會受到相應的懲罰。

2. 如有違反規定的行為，當事人的連帶責任人將會受到相應的懲罰。

M. 壽命

1. 如有違反規定的行為，當事人的壽命將會受到相應的懲罰。

2. 如有違反規定的行為，當事人的壽命將會受到相應的懲罰。

N. 儲存

1. 所有飲料容器必須放在指定的儲存位置。

2. 所有飲料容器必須放在指定的儲存位置。

O. 應急處理

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

P. 聲明

1. 本規定僅適用於內閣。如有違反規定的行為，當事人必須立即停止活動。

2. 本規定僅適用於內閣。如有違反規定的行為，當事人必須立即停止活動。

Q. 通知

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

R. 申訴

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

S. 確認

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

T. 同意

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

U. 聲明

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

V. 聲明

1. 如有違反規定的行為，當事人必須立即停止活動。

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W. 聲明

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

X. 聲明

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

Y. 聲明

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。

Z. 聲明

1. 如有違反規定的行為，當事人必須立即停止活動。

2. 如有違反規定的行為，當事人必須立即停止活動。
38. Pets. Pets or any animals are prohibited from being brought into the Premises without the expressed written consent of the landlord. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit certified service animals in the Community. In the event of a violation of this rule, $250.00 fine will be assessed against the Tenant and, landlord, at its discretion, may declare the Lessee in Default. In the event of a subsequent violation, a $500.00 fine will be assessed against Tenant and the Landlord will declare the Lease to be in default. Pets shall be removed from the premises immediately. Landlord may remove any unauthorized pet or any of Tenant’s house pets at any time without notice. Landlord may remove the pet for owner to a humane society or local authority.

39. FIRE SAFETY – The greatest threat to any community is that of a fire. The sounding of a fire alarm should be taken seriously. In the event of an alarm, tenants are to vacate the premises immediately. University and Community staff will instruct tenants when they will be allowed to return to their rooms. Fire can produce deadly smoke, heat and toxins. Therefore, it is imperative that you take all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed various warning devices and a fire extinguisher in each unit.

a) SMOKE DETECTORS - At the beginning of the lease Landlord will test the smoke detector(s) in the unit for proper operation and working batteries. Thereafter, it is the Tenant’s responsibility to notify the housing office that the batteries need to be replaced. Do not remove the smoke detector(s) or inappropriate or fail to keep working batteries installed. Report to Landlord any malfunctioning or inoperable smoke detector(s).

b) FIRE EXTINGUISHERS – Fire extinguishers are inspected regularly and recertified by a fire safety company annually. Should it become necessary for the discharge of a fire extinguisher, Tenant must notify the housing office, once the danger has passed, so that Landlord can inspect the extinguisher and replace the discharged fire extinguisher(s). Should Landlord discover that either a fire extinguisher has been discharged or the resident had a fire and did not report the event to the housing office, each resident of the unit will be fined $250.00 for endangering the safety of others.

c) LIGHTING SOURCES & OPEN FLAMES - Residents may not use halogen lamps, candles, incense or any open flame in the unit. If the power goes out, use flashlights only. Do not store dangerous substances, flammable liquids and/or chemicals in or around your unit.

d) TAMPERING/ALTERING/FALSE ALARMS – Fire warning devices and safety equipment are to be use only in case of emergency. Warning devices or safety equipment are not to be rendered inoperable through vandalism, being disconnected from their primary power source or any other form of tampering. Tampering with smoke detectors will result in a fine of $500.

e) BARBECUE GRILLS – Fire code prohibits storage or use of barbecue grills in or on any building, walkway, or stairway. Landlord will dispose of grills found on the premises. Community grills are available for residents only. Grills and grill area should be kept clean for the use of others.

f) VENIATION OF FIRE SAFETY POLICY – Any violation is a default under the Lease, which would entitle Landlord to declare a default and pursue all remedies provided to Landlord. Repeated tampering with fire warning devices and safety equipment will result in eviction and forfeiture of the security deposit.

g) Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices not otherwise permitted in your lease are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS RULE.

40. SMOKING PROHIBITION – Smoking is prohibited in all indoor areas of Community and its related environments. Residents may not smoke indoors or anywhere within 50 feet of sidewalks, entry gateways, entrances and exits, or any other area designated as a smoking area. During Health and Safety Inspections, if there is evidence of indoor smoking (i.e. used ashtrays, ash, or other implements related to smoking) a $250.00 fine may be imposed. Students caught smoking inside any Community indoor space will face disciplinary sanctions and through the University Judicial process, face the loss of student status.

41. PERSONAL APPLIANCES. All small appliances, such as radios and televisions are permitted. Space heaters and other heating devices present a fire hazard and are prohibited on Premises.

42. ROOMMATE AND NEIGHBOR COUNSELING – Conflicts occur due to a lack of communication between people and resistance to compromise. All Tenants agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

a) The complaining Tenant discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor, the complaining Tenant shall then talk directly with the other Tenant.

b) Landlord will follow up with the complaining Tenant. If the problem remains, a resolution meeting is held among roommates/Tenants and landlord staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.

c) Landlord staff may follow-up and revise the roommate/neighbor contract if needed.

d) Only after landlord staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to resolve differences with other Tenant(s) is not grounds for lease termination.

e) Roommates/neighbors electing not to work through this prescribed resolution process may be assessed a $200.00 transfer fee to change apartments.

43. GUESTS. Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Tenants. Tenant(s) will be held responsible for the conduct of their visitors and guests; however, Tenant when entertaining visitors and guests must respect the privacy and right to normal use of the Premises by Tenant’s roommate. Tenants of the same sex may visit overnight when it can be arranged with the Landlord for a period not to exceed two consecutive nights. Tenants may not have overnight opposite sex visitors as it may cause roommate conflicts and create a liability to the property. Tenants found to be in violation of this lease provision may be subject to judicial proceedings, including, but not limited to eviction and / or fine(s).

44. QUIET AND COURTESY HOURS - QUIET AND COURTESY HOURS

45. Quiet and courtesy hours are in effect from 11:00 pm to 8:00 am and during weekends and holidays.

46. ACCESS. Driveways, sidewalks, courts, halls, entry passageways, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Landlord may remove bicycles from such areas and a $25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.

47. PARKING AREAS & PERMITS – All PARKING RULES, REGULATIONS AND ENFORCEMENT, including those delineated here, are handled by the Texas A&M University Police Department any questions should be directed to their office at 979-392-2100. All Tenant vehicles, including motorcycles, which are operated on the campus shall be registered at and a permit purchased from the University Police Department. All Tenant vehicles shall display the University RESIDENTIAL parking permit. All visiting vehicles - Monday through Friday 6:00a.m. to 6:00 p.m. shall display a valid Visitor Parking Permit. All Tenant vehicles must be in operating condition and properly registered; vehicles not in compliance will be towed at the Vehicle Owner's expense. Tenant may not maintain, repair or wash vehicles on the property. Vehicles, including but not limited to, that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with Landlord:

a) VEHICLES WITH EXPIRED PLATES OR INSPECTION STICKER

b) INOPERABLE VEHICLES

c) VEHICLES ABANDONED OR NOT BEING DRIVEN. Tenant may not store commercial vehicles, boats, campers, trailers, or large vehicles in their assigned parking spaces.
LOCKS. Locks may not be altered, changed or added by tenants under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Duplication of keys is prohibited.

a) Lock Rotation: Landlord may, from time to time and without prior notice, change locks on any unit for security purposes. Tenant will be instructed to exchange keys at the Community Office. Should a resident not return the original issued keys for the unit or fail to check-out their new keys within 48 hours of the lock change the unit key(s) will be declared missing, the responsible Tenant shall pay for the lock change of the entire unit.

b) Lost Key Charges: Any lost unit or mailbox key should immediately be reported to the community office. Charges of $10.00 per key will be made for each key that is damaged. Charges of $100.00 will be made to re-key the unit due to a lost key.

c) Lock-out Charges: Tenants may from time to time become locked-out of their unit, the Community provides a lock-out service for tenants. All residents are afforded one (1) free lock-out per semester regardless of time of day. Lock-out fees operate on a sliding scale based on the time of day and the number of lock-outs accumulated during the year, these fees are outlined in the Resident Handbook.

48. STORAGE. No storage for unwanted furniture is available. Tenant will be held responsible for furniture, and must be returned to its original position prior to checkout.

49. HAZING. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person."

50. SIGNS. Landlord shall approve all signs, posters or other items before they may be posted in any public area.

51. FAILURE TO COMPLY. Tenant shall comply with all written and verbal requests and instructions from Community staff and University Officials.

52. CHRONIC MISBEHAVIOR. If Tenant establishes an unacceptable pattern of misconduct or is frequently in found to be in non-compliance with these Rules & Regulations or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.

53. FULL FAITH & CREDIT. As a student in University Housing Tenant is responsible for all conduct and activities including those of any guests, in all University Housing Facilities. If Tenant violates State Law, the University Code of Conduct, or the Policies of any TAMIU Housing Facility, Tenant will be held responsible for the violation in the facility of residence as if the violation took place in the facility of residence. Violations and sanctions are shared with all University Housing & Residence Life, Judicial Affairs and Police Department personnel as appropriate; disciplinary sanctions up to and including eviction may be imposed and, through the University judicial process, face the loss of student status.

54. GOVERNING LAW. This Lease is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void to that extent only as may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Webb County, Texas.

55. SEVERABILITY. The invalidity of any provision of this Lease or of its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof and all the terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.

56. ENTIRE AGREEMENT. It is expressly understood and agreed that this Lease contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Lease. This Lease may not be modified orally.

57. RIGHT OF REFUSAL. Until Landlord has executed this Lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever, provided, however, such refusal shall not be based on Tenant's race, color, religion, sex, age, marital status, sexual orientation, disability, national origin or disabled veteran or veteran of the Vietnam Era status. In the event of refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid rent.

58. HEADINGS. The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.

59. PERSONS BOUND. All of the terms, provisions, covenants and conditions of this Lease shall bind and inure to the benefit of Landlord and Tenant, their legal representatives, successors and assigns.

60. TIME OF ESSENCE. Time is of the essence with respect to this Lease and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Tenant.

61. WAIVER. THE FAILURE OF THE LANDLORD TO INSIST UPON A STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THIS LEASE, OR TO EXERCISE ANY RIGHT HERIN CONFERRED IN ANY ONE OR MORE Instances SHALL NOT BE DEEMED A WAIVER OR RELINQUIShMENT OF ANY RIGHT OR REMEDY THAT THE LANDLORD MAY HAVE AND SHALL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OF SUCH TERM OR CONDITION.

62. ATTORNEY'S FEES. In the event Landlord is required to employ an attorney to represent it in connection with the enforcement of this Lease, whether the litigation be instituted or not, Tenant shall be obligated to reimburse to Landlord all such attorney's fees incurred by Landlord; and, in the event of litigation, Tenant shall be liable for reimbursement to Landlord of all costs incurred in connection therewith.

63. INDEMNIFICATION. TENANT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF TENANT, TENANT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION SHALL ALSO INCLUDE REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY LANDLORD IN CONNECTION WITH THE DEFENSE PAYMENT AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTIONS, LIABILITY AND DAMAGES.

64. TENANT'S REMEDIES. ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE INCOME DERIVED BY LANDLORD THROUGH ITS MANAGEMENT OF THE PREMISES FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) REQUIRED BY THE PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS, CONVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED OR PERFORMED BY LANDLORD. NO OTHER ASSETS OF THE LANDLORD, OR LANDLORD'S PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURE FOR SATISFACTION OF SUCH JUDGMENT. NO CLAIM FOR ANY DEFICIENCY REMAINING SHALL EVER BE ASSERTED AGAINST THE PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES OF LANDLORD OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TENANT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY WAIVES ANY RIGHT TO CLAIM A STATUTORY LIEN IN FAVOR OF TENANT PURSUANT TO SECTION 91.004 OF THE TEXAS PROPERTY CODE IN THE EVENT OF LANDLORD'S BREACH OF THIS LEASE. IN THE EVENT OF ANY ACT OR OMISSION BY LANDLORD AT THE BUSINESS OFFICE OF THE COMMUNITY WHICH WOULD GIVE TENANT THE RIGHT TO DAMAGES FROM LANDLORD OR THE RIGHT TO TERMINATE THIS LEASE BY REASON OF A CONSTRUCTIVE OR ACTUAL EVICTION FROM ALL OR PART OF THE PREMISES OR OTHERWISE, TENANT SHALL NOT SUE FOR SUCH DAMAGES OR EXERCISE ANY SUCH RIGHT TO TERMINATE UNTIL TENANT SHALL HAVE FIRST GIVEN WRITTEN NOTICE OF SUCH ACT OR OMISSION TO LANDLORD AND A REASONABLE PERIOD OF TIME (NOT LESS THAN 30 DAYS) FOR COMMENCING TO REMEDY SUCH ACT OR OMISSION SHALL HAVE ELAPSED FOLLOWING THE GIVING OF SUCH NOTICE, DURING WHICH TIME LANDLORD SHALL BE ENTITLED TO ENTER UPON THE PREMISES AND DO THEREIN WHATEVER MAY BE NECESSARY TO REMEDY SUCH ACT OR OMISSION.