

Dear Student,

Welcome and thank you for considering Hawaii Student Suites. We are a full service student housing provider that offers 3 types of student community environments to ensure that you can live how you want to. Carefully read the entire **“Housing Contract Addendum”** attached. Remember that by signing the Housing Contract, you are acknowledging that you have read and understand the entire Housing Contract Addendum and **you are entering into a legal and binding contract which has financial penalties if cancelled for personal reasons (See Section 31).**

By signing this Housing Contract, you are also acknowledging that you are choosing to live in a community with other students, and that management/owner in no manner can guarantee the personal choices any resident or guest makes regarding the responsibilities outlined in this Housing Contract, Housing Contract Addendum and Community Policies.

When you complete and sign the Housing Contract and return it, you agree to be bound by the contract provisions contained in the Housing Contract Addendum and accept the accommodations to which you may be assigned. New students’ units are assigned after returning residents have been assigned to their units. All available units are assigned on a first-come, first-served basis.

STEP 1: Mail the completed Housing Contract and your payment in the amount of **\$650.00** to **PAGODA STUDENT SUITES LLC**, C/o **Hawaii Student Suites, Inc.**, 1451 South King St, #504, Honolulu, Hawaii 96814. (\$200.00 Reservation Fee converts to Conditionally Refundable Security Deposit after the execution of the Housing Contract by both parties; \$200.00 non-refundable Student Life Fee; \$200.00 non-refundable General Purpose Fee; and \$50.00 non-refundable Application Fee). If space is not available your payment less the Application Fee of \$50.00 will be refunded. Please make your check payable to: **Hawaii Student Suites**

If you are interested in moving in before the official start of the term, please contact the leasing office regarding a pro-rated nightly rate.

STEP 2: Attach proof that you are currently a student or are planning to enroll at Hawaii Pacific University, the University of Hawaii or any other University/College or institution of higher learning in the Honolulu area. Acceptable types of proof include, but are not limited to, proof of registration or an acceptance letter.

STEP 3: Include a copy of a government Issued I.D. Card for Identification Purposes.

(If you do not have a government I.D. card (i.e. driver’s license, State I.D. card, military I.D.), please contact us and together we can figure out an acceptable form of Identification).

If during the screening process, we do not initially accept your Housing Contract for reasons of credit or lack of credit history, it is likely we will still be able to accommodate you by adding a co-signor to your application or by taking an additional conditionally refundable deposit. If this occurs, we will contact you to discuss the options available to you.

When your Housing Contract is accepted by us, it will be signed by the Chief Operating Officer and a copy sent back to you confirming your unit style and payment plan. It is only once you have received written confirmation back from us that you are guaranteed a bed space.

Again, thank you for choosing Kalo Terrace Student Suites. If you do not hear back from us within 10 days of our receipt of your completed Housing Contract Packet, Reservation Deposit, and proof of enrollment call us at 808-952-5377 or e-mail to HawaiiStudentSuites@hihlt.com.

Thank you,
HAWAII STUDENT SUITES

www.HawaiiStudentSuites.com



HOW TO FILL IN THE HOUSING CONTRACT

PART I: Your Data – Sample Housing Contract / Instructions for Completing Housing Contract

- 1-2. Print your last name, first name and middle initial as they appear on your University/College admission materials. Do not use any nicknames.
- 3-6. Print your permanent home street address, city, state, and zip code.
- 7-8. Print your permanent telephone number and cell phone number (if applicable).
9. Print your e-mail address.
10. Print your Social Security Number.
11. Print your Birth Date.
12. Circle your gender.
13. Circle the “Class Year” you will be in school at the beginning of the semester: FR for Freshman, SO for Sophomore, etc.
14. Indicate what University/College you are registered at and will be attending.

PART I: Criminal History

- 15-17. Please read the applicable paragraph and answer the questions accordingly by answering “yes” or “no”. **This section must be completed in order to process your Housing Contract.**

PART I: Parent/Guardian Data

- 20-21. Print your Parent/Guardian’s last name, first name and middle initial. Do not use any nicknames.
22. Print your Parent/Guardian’s Social Security Number.
- 23-26. Print your Parent/Guardian’s permanent home street address, city, state, and zip code.
27. Print your Parent/Guardian’s permanent telephone number.
28. Print your Parent/Guardian’s e-mail.
29. Print an emergency contact other than your Parent/Guardian already listed.
30. Print the permanent telephone number of your emergency contact.

PART II: Choose Your Unit Style and Payment Plan

This portion of the Housing Contract is where you select Unit Style, Term and Payment Plan for the Unit you request. **Please be sure you read and follow directions for STEPS 1 and 2 CAREFULLY.**

STEP 1: Initial the term and payment plan that best fits your needs.

STEP 2: All applicants must have a guarantor with a valid U.S. Social Security Identification Number. If you are over 23, or do not have a valid U.S. Social Security Identification Number, you may elect to make application for residency by meeting our approved credit history standards or by paying rent for 1st and last months in advance. **Please complete Part IV titled ‘Guaranty’ below.**

PART III: Your Acknowledge and Acceptance

Please read and understand the acknowledgements written and offer your acceptance by placing your signature in the space provided. Additionally, please indicate your understandings of statements 1-6 contained in the Housing Contract Addendum by placing your initials in the boxes provided.

Submission of this completed Housing Contract DOES NOT guarantee you a confirmed bed space. You will be notified of your confirmed bed space upon receipt of a signed copy of the Housing Contract from the Director, confirming your unit style and payment plan in Part II and V of the Housing Contract.

PART IV: Guaranty

If you are under the age of 23 then a Guaranty MUST be provided. Your Guarantor should read and understand the Guarantor provisions in the Housing Contract Addendum. After reading the Guarantor provisions, your Guarantor should offer their acceptance and understanding by placing their signature in the space provided. The Guarantor must also provide a valid Social Security Identification Number and a photocopy of a valid Government Picture I.D. If you are over 23 or do not have a valid U.S. Social Security Identification Number, you may elect to make application for residency by meeting our approved credit history standards or by paying the rent for an entire semester/term or session in advance.

- 30-31. Print your Guarantor's last name, first name and middle initial. Do not use any nicknames.
- 32. Print your Guarantor's Social Security Number.
- 33-36. Print your Guarantor's permanent home street address, city, state, and zip code.
- 37. Print your Guarantor's permanent telephone number.
- 38. Guarantor's email.
- 39. Your Guarantor's signature.

PART V: Confirmation and Our Acceptance

Upon acceptance of your Housing Contract, the Chief Operating Officer will confirm your bed space at Kalo Terrace Student Suites by initialing the box adjacent to your unit style in Part II and by signing "Our Acceptance". A copy of the completed agreement will then be mailed or e-mailed to you as a confirmation of your bed space.

It is only at that time you receive this written confirmation either by written letter, copy of Housing Contract or e-mail that you are guaranteed a bed space.

Please allow two to three days for processing and notification of your guaranteed bed space. If you do not hear from us within this period, you may call 808-952-5377 or e-mail inquiries to HawaiiStudentSuites@hihltd.com.

2014

Hawaii Student Suites @ The Pagoda Hotel at Rycroft Terrace Student Housing Contract

2015

See also the Housing Contract Addendum ("Addendum")

PART I. YOUR DATA

[Please refer to the attached instructions on how to complete this Housing Contract.]

1. (Print) Last Name _____ 2. First Name _____ M.I. _____

3. Permanent Address _____ 4. City _____ 5. State _____ 6. Zip Code _____

(____) _____ - _____ (____) _____ - _____

7. Current Telephone _____ 8. Cellular Phone Number _____ 9. E-Mail Address _____

10. Social Security Number _____ 11. Birth Date _____

12. Circle your gender: Male Female

13. Circle year in college: FR SO JR SR Graduate Faculty Staff/Intern OTHER: _____

14. Indicate University/College attending: _____

CRIMINAL HISTORY

Applicants from the United States are at a minimum screened for criminal convictions in the jurisdiction in which they currently reside. Any criminal convictions will be grounds for denial of their application. Any application fee collected will not be returned. Be advised that although we do our best to screen all U.S. Resident Applicants, we do not guarantee or represent that Residents or occupants who reside in our community now or in the future, including the roommates that will occupy the Unit with any Resident, have not been convicted of a crime. There may be Residents or occupants that have applied to reside in our community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community.

15. Have you received deferred adjudication for a Crime? Yes (Circle One) No

16. Have you been convicted of a Crime? Yes (Circle One) No

17. Have you been arrested for a Crime which has not been fully adjudicated (by dismissal, acquittal or conviction)? Yes (Circle One) No

If you have answered "yes" to any question above, please describe: _____

ROOMMATE DATA

18. Roommate(s) requested: _____

19. Curriculum/Major: _____

PARENT / GUARDIAN DATA

20. Parent/Guardian Last Name _____ 21. Parent/Guardian First Name _____ M.I. _____ 22. Parent/Guardian Social Security _____

23. Parent/Guardian Address _____ 24. City _____ 25. State _____ 26. Zip Code _____

(____) _____ - _____

27. Parent/Guardian Telephone _____ 28. Parent/Guardian E-Mail Address _____

29. Emergency Contact Person other than Parent/Guardian _____ 30. Emergency Contact Telephone _____

PART II. UNIT STYLE AND PAYMENT PLANS

Step 1: For each Bed Space Type you want, initial the term and payment plan for which you are applying.

Step 2: Initial next to "yes" or "no" if you require additional nights outside your contract term; list number of nights and dates required.

Step 3: Initial next to the room and occupancy type for which you are applying.

All applicants who are accepted as residents will be required to either (a) meet the minimum standards or our Rental Criteria; (b) have a guarantor who meets the minimum standard of the Rental Criteria; or (c) or contact our office for Rental Criteria alternative options. (The Rental Criteria is attached at the end of this document). Additional Guarantor(s) need to complete Part IV titled, "Additional Guaranty", below.

FOR OFFICE USE ONLY:

TERM:

Fall 2014 Only = August 23, 2014- December 19, 2014 _____

Spring 2014 Only = January 10, 2015- May 15, 2015 _____

Extra Nights = _____

Customized Non-Standard = _____

Pagoda Student Suites Student Housing Contract 2014-2015

1) Please initial your school term preference.

Choose One & Initial	School Term	Housing Term Dates
	Standard Fall Semester 2014	8/24/2014-12/19/2014
	Standard Spring Semester 2015	1/10/15-5/15/15
	na	na
	na	na
	na	na
	na	na
	Non-standard/ Non-traditional School Term	Customized. List dates requested in Section 4

2) Do you require some extra nights added to a standard school term?

**** (Please Initial your choice)**

	Yes	Number extra nights to be added to a standard school term _____. Extra dates are: from _____ to _____
	No	
	Extra nights added to your standard school term dates will be billed at the extra per night rate & are subject to availability & approval by management.	

3) Initial your preferred bedroom type.

Choose One & Initial	Housing Style	Bedroom Type
	Suite	Double Occupancy
	Suite	Single Occupancy

Please note for all properties:

- Your security deposit & fees are due at the time your housing contract application is submitted in order to guarantee your reservation.

- Your actual room cost is due no later than one day prior to move in. If not paying your room cost in full, at minimum you must pay your first installment prior to check in. All remaining installment payments are due the first of each month thereafter & are considered late & subject to a \$50.00 late charge if received after the 3rd of the month.

- Discounts are available for lump sum payments of Academic and Full term contracts. Call 808-952-5377 for details.

- For housing stays with dates that don't match the standard/ traditional term dates listed, **we offer Customized Contracts.** These are popular with students on internships, medical rotations, special exchange programs, work study programs, English Second Language programs, trade school programs, short stay studies and the like. For details and prices, please submit your dates requested to the Hawaii Student Suites office at 808-952-5377 or email us at hawaiistudentsuites@hhltd.com.

4) Please reconfirm your term requested & room type.

Choose One & Initial	School Term	Bedroom Type	Room Cost	Extra Night
	Standard Fall Semester 2015	Double Occupancy Studio	\$3300 or 4 installments of \$825	\$45
	Standard Fall Semester 2015	Single Occupancy Studio	\$5200 or 4 installments of \$1300	\$55
	Standard Spring Semester 2015	Double Occupancy Studio	\$3496 or 4 installments of \$874	\$45
	Standard Spring Semester 2015	Single Occupancy Studio	\$5508 or 4 installments of \$1377	\$55
	Standard Spring Semester 2015	Double Occupancy 1 Bedroom	\$3700 or 4 installments of \$925	\$60
	Standard Spring Semester 2015	Single Occupancy 1 Bedroom	\$6550 or 4 installments of \$1640	\$65
	Standard Spring Semester 2015	Double Occupancy 2 Bedroom	\$3600 or 4 installments of \$900	\$90
	Standard Spring Semester 2015	Single Occupancy 2 Bedroom	\$5800 or 4 installments of \$1495	\$100
	Customized Term Dates	Double Occupancy	Dates Needed _____ To _____	Rate Quote to be Provided
	Customized	Single	Dates Needed _____	Rate Quote to

PART III. YOUR ACKNOWLEDGEMENT AND ACCEPTANCE (Continued)

I acknowledge that I have received, read, understand, and agree to the terms and conditions contained in the Addendum dated _____ as well as the Community Policies dated _____ (which collectively with the Contract constitutes the "Housing Contract"). If I violate any of the Community Policies, I understand I am also breaching my Housing Contract. Such violation may at Manager's sole discretion, cause me to be disciplined to include completion of community service hours, monetary fine, and/or eviction (or any combination therein). Should I violate the Housing Contract, in any way, Management has my unconditional permission to report any and all violations to my Guarantor (and/or my parent in the case that I am under the age of 18).

A signature submitted by me, by facsimile or other electronic transmission, shall be considered the same as my original signature and shall in no way be construed to invalidate the Housing Contract or any amendments to it. Along with the Housing Contract, I am submitting Six Hundred and fifty Dollars (\$650) made payable to Hawaii Student Suites (the "Reservation Deposit"), which will serve, upon approval of my application, to hold my bed space selected in Part II above. The Reservation Deposit shall not be refunded for any reason other than my application being denied by Management. Should my application be denied, Management shall keep Fifty Dollars (\$50) of the Reservation Deposit to offset the cost of the screening process. The remainder of the Reservation Deposit shall be returned to me within 14 business days thereafter. Upon the commencement of my residency at the Property, the Reservation Deposit will be converted as follows: (a) Two Hundred Dollars (\$200) will become a Conditionally Refundable Security Deposit; (b) Two Hundred Dollars (\$200) shall become a non-refundable General Purpose Fee, (c) Two Hundred Dollars (\$200) shall become a non-refundable Student Life Fee and (d) Fifty Dollars (\$50) shall be to go to offset Managements' costs associated with processing and screening my application.

I agree to pay the total amount due to my Premises on or before due dates as outlined in the payment schedule determined by my payment plan option selected preciously in Part II and as outlined in the Housing Contract.

1. I have read and understand the Liability provisions below, (also incorporated in Article 13 of the Addendum). (Initial Box)

LIABILITY. Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES, EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PARTIES.** We urge you to obtain your own insurance for losses due to such causes. **YOU FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUESTS PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMEGERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSLEF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROEPRTY RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES AREA GRATUITIOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

2. I have read and understand the Remedies provisions contained in Article 18 and Housing Contract Cancellation contained in Article 31 or the addendum as well as the Community Policies, Exhibit A dated 12/07. (Initial Box)

3. **AGENCY DISCLOSURE:** Hawaii Student Suites and all licensees employed by or associated with the brokerage firm Hawaiian Island Homes Commercial represent Pagoda Student Suites. By initialing the box the Buyer and Seller confirm that oral or written disclosure of such representation was provided to them before the signing of this Housing Contract. (Initial Box)

4. I understand that submission of this completed Housing Contract DOES NOT guarantee me a confirmed bed space. I will be notified of my confirmed bed space upon receipt of a signed copy of this Housing Contract from OWNER, confirming my unit style and payment plan in Part V (below) of this Housing Contract. (Initial Box)

5. I understand and acknowledge that by signing this Housing Contract, I am choosing to live in a community with other students, and that Management in no way guarantees the personal or lifestyle choices that any resident or guest may make. Although Management has staff on site to help me with issues I may have with other residents and although Management will act in good faith to monitor and enforce the community policies and the Housing Contract terms of the student residents' Housing Contracts, I understand that it would be impossible for Management to catch and enforce every Housing Contract violation of every resident. I acknowledge that Management does not control the actions of others and cannot guaranty that I will get along with other residents. (Initial Box)

6. I hereby authorize and understand that Hawaiian Island Homes Ltd. (HIHLTD), MAY potentially check an investigative consumer report to be prepared to determine my eligibility for tenancy. I understand that this report may include information about me obtained from Law Enforcement Agencies, State Agencies, consumer credit reports, and social security information, as well as Public Records information such as criminal history information and civil records such as are allowed by law. I also attest that the above supplied information was given voluntarily and I understand that it may be used for the purposes of verifying my identity in acquiring public information and for no other purpose. *I acknowledge that by authorizing a criminal background check, in no manner, guarantees or represents that Residents or occupants currently residing in our community, including the roommates that will occupy the Unit with any Resident, have been convicted of a crime or are not subject to deferred adjudication.* There may be Residents or occupants that have applied to reside in our community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history check on any Resident, occupants, guests, or contractors in the apartment community. I hereby represent that all of the information provided by me herein is true and correct. I acknowledge that false information provided by me herein may constitute grounds for rejection of this Housing Contract or termination of my rights of occupancy and non-return of the security deposit. (Initial Box)

7. I hereby represent that all of the information provided by the herein is true and correct. I acknowledge that false information provided by me herein may constitute grounds for rejection of this Housing Contract or termination of my rights of occupancy and non-return of the Reservation Deposit or any other Deposits detailed herein. (Initial Box)

YOUR SIGNATURE: _____ DATE: _____

Hawaii Student Suites – Pagoda/Rycroft

Housing Contract Addendum (“Addendum”)

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HAWAII STUDENT SUITES
 1451 South King St, Ste 504
 Honolulu, HI 96814

1. DEFINITIONS

Resident: The Resident Named in the Housing Contract (“You” or “Your”)

Landlord (Owner): **SAVIO GROUP**
 (“us”, “we” or “our”)

Manager: Hawaii Student Suites

Property Address:

This Housing Contract is for the unit, style, accommodation, and term of student’s choice.

We will determine the specific bed space and Apartment/Suite number on or before the Starting Date:

- Starting and Ending dates are indicated in Part II of the Housing Contract.
- The Housing Contract Term is the length of time between the Starting Date and the Ending Date.
- In the event the Starting Date and/or the Ending Date is different than those indicated in the Housing Contract, (different dates must be approved in writing by us) then the rent shall be prorated based upon the daily rates in effect at the time you book your early arrival or extension to the Housing Contract. Daily rates will vary Starting Date or vacate after the Ending Date, so if you desire alternate dates, we encourage you to let us know as soon as possible. If you move in later than your Starting Date or earlier than your Ending Date there will be no refund or abatement of rent.

All checks and money orders must be payable to:

PAGODA STUDENT SUITES LLC

Your Initial Deposit is **\$650.00** (\$200.00 conditional refundable Security Deposit, a \$200.00 non-refundable Student Life Fee, a \$200.00 non-refundable General Purpose Fee, and a non-refundable Housing Contract Processing Fee of \$50.00).

2. DESCRIPTION AND RELOCATION

This Housing Contract is between you and us. We agree to Housing Contract to you and you agree to Contract from us, the Premises. The “Premises” is defined as including each of the following:

- A. Your sole use of the bed space in the apartment/suite;
- B. Your joint use of the Units’ Common Areas shared with any other residents assigned to the same Unit (single units will not have roommates). The “Units’ Common



Area” is that area within the Unit assigned to you to which you have access without going into another bed space along with shared access to all appliances and fixtures within the unit.

- C. Your joint use of all appliances within the Common Areas of the apartment/suite.

We here at Hawaii student Suited understand that moving during the academic year can be stressful, and as such we only require such moves only if it is absolutely necessary. In cases where consolidation of bed spaces, renovations/ or repairs that are too invasive in nature to allow a resident to maintain their current bed space, or other factors deemed adequate by Hawaii Student Suites, we may require you to relocate; if such a relocation is deemed necessary, you will be provided with a written notice no less than (10) days before the scheduled move. If such a move is required we will pay for the changing of your cable TV, phone, and electrical services only.

3. OCCUPANTS

Only you can live in the Premises and only so long as (i) you are enrolled as a student at a college or university in the Honolulu, Hawaii area. Priority will be given to Full-Time students; or (ii) you are employed by the University. From time to time, there may be non-student residents residing in the community. While you cannot Contract any part of your Premises to another person, you may be able to transfer your rights under this Housing Contract to another person if we give our written consent, but the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Housing Contract unless we specifically agree, in writing, to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

We have the right, when any bed space within the apartment/suite is unoccupied, to place a new resident in the unoccupied bed space unless you and all other residents in the apartment/suite agree to pay us, as part of your respective rent, the rent due for such unoccupied bed space. The fact that you and your roommates may be in conflict with each other will not serve as grounds to terminate the Housing Contract. If your roommate or a potential roommate was not truthful on their Housing Contract Application, we are not liable, but that person could be in default under their Housing Contract and subject to consequence up to and including termination of their right to occupy and eviction from the property.

4. HOUSING CONTRACT TERM

The Housing Contract starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the Term or reduce your liability), but you cannot occupy your Premises until we have completed and executed Housing Contract documents and any required guaranty. If we do not provide your bed space to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages, however, you will not owe us Rent for that period (but that is the only remedy that you have).

5. HOLDOVER

If you still occupy the Premises pass the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus a additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

6. MOVE-IN

A move in inventory and/or a Unit Condition Report will be provided to you at the time you move into the premises. Within twenty-four (24) hours after move in, you need to tell us in writing of any defects or damages in your premises on a written work order. Your move in inventory is not sufficient to report problems; otherwise, the premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing, you accept the premises, fixtures, appliances and furniture in their **“AS-IS” condition, with all faults and imperfections. We make no express, and disclaim any and all implied, warranties with regard to the Premises, fixtures, appliances and furniture.**

7. MOVE-OUT

A. The rest of this paragraph applies unless the Housing Contract is terminated (See *Section 30*) or cancelled (See *Section 31*). If you intend to leave the Premises permanently, whether on or prior to the Ending Date, and you want us to return to you any remaining Security Deposit, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rent through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move-out notice. If you do not, **you are responsible for obtaining the Manager’s written acknowledgment that the move-out notice has been received. If you do not give us a written move-out notice, or renew your Housing Contract, at least forty-five (45) days prior to your Ending Date,** we will assume you are moving out, and we will attempt to Housing

Contract your space to another resident. Even if you give proper notice you are **not released from liability under the Housing Contract** unless all payments **through the Ending Date have been made**. If you do not give us the move-out notice as described above we will deduct \$150.00 from your Security Deposit. This amount will be **deducted prior to any other amounts you may owe** are deducted.

- B. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, balconies, and kitchen appliances in the Common Areas, must be clean and in good repair and condition reasonable wear expected. If you fail to clean or if any appliances have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your bed space or apartment/suite until after you have moved out.
- C. If you leave any of your property in the Premises after you leave or after the end of this Housing Contract, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to owner.
- D. The rest of this paragraph applies unless the Housing Contract is cancelled (See *Section 31*). If you move out before the end of the Term, you also have to pay us a re-

letting charge of \$1,000.00. The re-letting charge is not a cancellation fee, buy-out fee or a limitation on damages collectible by us since you have still violated the Housing Contract and your Rent for the remainder of the Term is still payable to us. Rather this re-letting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising showing apartment/suites, utilities, for showing, checking prospects, office overhead, and marketing costs.

8. SECURITY DEPOSIT

Once you sign the Housing Contract, you will be required to deposit with the Manager the Security Deposit, as partial security for all of your obligations under the Housing Contract (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Housing Contract). Among other items, the costs of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges, and fines for violation of Community Policies may be deducted from the Security Deposit.

If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You can not use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Housing Contract, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rent or other obligations. You agree that we have thirty (30) days after the later of

(a) expiration or termination of this Housing Contract, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Property and if your Security Deposit is transferred to the new owner, we do not have any further liability to you for the return of all or any portion of the Security Deposit -- you must look to the new owner. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

9. RENT & ADDITIONAL CHARGES

You will pay us the Rent on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rent is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rent** for any purpose, including an Act of God, unless we do not provide your bed space to you. You may not reduce any Rent payable to us by any of your costs or damages against us. At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. All checks and money orders must be payable to **PAGODA STUDENT SUITES LLC**. **All checks must reference the resident's name and unit number. Cash will not be accepted without our prior written permission.** If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card.

Credit card payment may be available with service fees being the responsibility of the resident. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

A. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 3rd of the month, then on the 4th of the month, if it remains unpaid, we can charge you a late charge of \$50.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$65.00. You also agree to pay a \$65.00 charge for each returned check plus the above late charges until we receive acceptable payment.

B. All payments received by us, the Landlord on behalf of you, the Tenant shall be considered as additional rent and applied in the following order regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation(s) came about:

First, to expense/reimbursement amounts paid by landlord on behalf of Tenant; and,

Second, to Non-Sufficient Funds charges (Bounced Check Fees); and,

Third, to any accrued late fees, Housing Contract violation charges, or other such similar charges; and,

Fourth, to costs associated the collection of outstanding balances; and,

Finally, to scheduled rent charges starting with the oldest accrued balance.

C. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder. Including the assessment of late fees.

D. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this Housing Contract.

10. UTILITIES

We agree to furnish gas, water, sewer, electric, basic cable television in the common area and central garbage disposal/collection for the apartment/suite.

All utilities may be used only for normal household purposes and must not be wasted.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

11. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which we adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are considered to be a part of this Housing Contract. We can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Housing Contract and will be subject to monetary fines and other enforcement action as allowed by this Housing Contract.

12. PARKING RULES AND REGULATIONS

Parking is limited and based upon availability. The parking fee ranges

from property to property per month and requires a completion of a Parking Addendum. Further parking policies are outlined in Exhibit A, titled 'Community Policies'.

1. Your vehicles may be towed immediately, without notice, for the following violations: Parked in the fire zone, tow-away zone, no parking zone.
2. Parked in a handicapped zone without proper identification.
3. Parked blocking another vehicle.
4. Parked blocking dumpsters.
5. Parked on the grass, on sidewalks, or on curbs.
6. Parked blocking an entrance or exit.
7. Parked on property and not displaying a valid parking permit.
8. Violation of our parking rules and regulations (Please contact the office for additional rules and regulations they may enforce).

In addition, vehicles that incur any of the following violations listed below may be notified with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with management.

1. Vehicles with expired plates or inspection sticker.
2. Vehicles inoperable (must drive to the office to prove operable).
3. Vehicles abandoned or not being driven (i.e., using our property as a storage facility).
4. Vehicles on jacks or blocks. (Management reserves the right to remove the vehicle sooner than the 24 hour notice agreed to above if in its sole discretion it determines that the vehicle poses a public safety hazard in which cases, such vehicles may be removed immediately without notice).

13. MAINTENANCE, ALTERATIONS AND REPAIRS

- A. You are responsible for and will take good care of the Premises and Common Areas. An additional \$200.00 non-refundable Student Life fee is due as noted in the Housing Contract. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or if we elect, you agree to repay us within 10 days after we send you an invoice for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Housing Contract or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the apartment/suite by other residents of the apartment/suite if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Housing Contract.
- B. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one, if you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under Hawaii Property Code. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER, WE ARE NOT.
- C. On the Starting Date, we will provide light-bulbs for the light fixtures in the apartment/suite. Thereafter, light-bulbs will be replaced at your expense.
- D. Except in the event of an emergency if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air-conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent.
- E. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- F. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruption or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises the apartment/suite, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- G. Units will be inspected at the beginning of each academic year for the existence of bedbugs. This search will be performed by an exterminator who is qualified to identify bedbugs and perform treatment if bedbugs are found to be present. Upon check-in, residents have (48) hours to notify management in writing if they feel bedbugs exist. Any existence of bedbugs found after (48) hours of resident check-in will be attributed to resident fault and management will take the necessary steps to treat the affected area at the expense of the resident.
- H. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:
- Keep the Premises clean – especially the kitchen, bathroom(s), carpets and floors, immediately throw away moldy food.
 - Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
- Promptly notify us in writing about heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We

will respond in accordance with state law and this Housing Contract to repair or remedy the situation, as necessary.

- Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic). The Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a premixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the

Premises or any health problems that may result. We can't fix problems in the premises unless we know about them.

14. LIABILITY

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. **THE**

RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, LIGHTNING, WIND, EXPLOSION OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.

We urge you to obtain your own insurance for losses due to such causes (please see attached insurance flyer).

YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE AT FOR LOSS OR THEFT OF YOUR OR YOUR GUESTS PERSONAL PROPERTY, AND/OR WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF

THE RELEASED PARTIES AND OR WHETHER SUCH NEGLIGENCE OR NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USERS SOLE RISK.

15. CASUALTY LOSS

If in our reasonable judgment, the Premises, the Building or the Property is materially damaged by fire or other casualty, we may terminate this Housing Contract within a reasonable time after such determination by giving you written notice. If we terminate the Housing Contract, and you did not cause the loss, we will refund prorated, prepared Rent and all deposit(s), less deductions, which may be provided in this Housing Contract. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Housing Contract, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent or the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

16. PETS

Fish in tanks less than 1 gallon and fish in tanks on all floors allowed. Tanks of more than 1 gallon only on first floor apartment/suites with proof of renters insurance is permitted. Otherwise, except as required by law, no pets are allowed (even temporarily) anywhere in the apartment/suite or the Property without our prior written approval.

“Pets” include all mammals, reptiles, amphibians, birds, fish (except as outlined above in this paragraph) and insects. Feeding stray or unauthorized pets is prohibited.

If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this Housing Contract. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a Humane Society or local authority. We will return the pet to you upon request if it has not already been turned over to a Humane Society or local authority. We have not lien on the pet for purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

17. RIGHT OF ENTRY

In addition to those other rights or entry agreed to in this Housing Contract, we, our manager(s), or agent(s), may enter your Unit, by giving you proper notice in accordance with the law. The reason this may be necessary from time to time might be to show a bed space or the Unit to a prospective renter, government inspectors, fire marshals, lenders, insurance agents, or prospective buyers.

18. DEFAULT

You are in violation of this Housing Contract if:

- A. You fail to pay Rent or any other amount owed under this Housing Contract as directed by this Housing Contract;
- B. You or your guest violates this Housing Contract or any addendum to it, the Community Policies, any apartment/suite rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;

- C. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Housing Contract, clothes and personal belongings have been substantially moved out and you have not been in the bed space for five (5) consecutive days;
- D. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted.
- E. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law; including bong and hookahs.
- F. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- G. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Housing Contract or the Community Policies.

19. REMEDIES

If you are in violation of this Housing Contract, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- A. Collect any fine imposed by the Community Policies;
- B. Sue to collect past due Rent and any other damages we have incurred because of your violating the Housing Contract;
- C. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Housing Contract or end your

monetary obligation for the Premises by giving you written notice providing 24 hours for you to leave;

- D. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Housing Contract or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the re-let charge of \$1,000.00);
- E. Terminate the Housing Contract and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- F. Report all violations to credit reporting agencies;
- G. Draft your checking account any sums we say you owe that you have not disagreed with in writing;
- H. Accelerate the remainder of the Rent due under this Housing Contract through the Ending Date; and
- I. Do any combination of a, b, c, d, e, f, g or h; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Starting Date; however, we will retain an amount of \$1,000.00 as a re-let fee.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

20. LANDLORD’S LIEN

All of your non-exempted property within the Premises is subject to a lien to secure payment of delinquent Rent or any other amounts that you owe us. If you have violated this Housing Contract, we can enter the Premises and remove and/or store all of your non-

exempted property, but in so doing, we will leave in the bed space a written notice stating the amount of the delinquent Rent or the other amount owed and the phone number, name, and address of the person to contact about the amount owed. Except for pets or worthless property, if the property is removed because of non-payment of Rent, non-payment of other sums or if you have left the Premises, we will store the property removed at cost, but we are not liable for casualty loss, damage or theft of any of such property. If the property is removed because of eviction, we have no obligation to store the property, but if we do, we are not liable for casualty, loss damage or theft. All costs of storage and our charges of packing, removing or selling such property are to be paid by you. Property can be redeemed by paying all delinquent Rent (and other sums due) as well as charges for removal, packing, storage and sale. Property not redeemed within 30 days, can be disposed of by public or private sale which can be held no sooner than 30 days after a reasonable attempt at delivering written notice to you of the date, approximate time and place of the sale (such notice to be sent by first class mail and by certified mail, return receipt requested, to your last address on our books).

21. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of rights of eviction of any other contractual or statutory right unless we specifically agree to it.

22. COSTS AND FEES

In the event we bring an action against you because of your violation of this Housing Contract, we can recover all

costs or fees involved, including reasonable attorneys’ fees, as part of any judgment.

23. SUBORDINATION AND RIGHT TO ENCUMBER

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Housing Contract or it may elect to continue the Housing Contract. It is at the discretion of the holder of the mortgage documents. Your rights under this Housing Contract are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Housing Contract and you appoint us as your attorney-in-fact to execute any such document for and in your name.

24. SALES

Any sale of the Property shall not affect this Housing Contract or any of your obligations, but upon such sale we will be released from all of our obligations under this Housing Contract and the new owner of the Property will be responsible for the performance of the duties of “Landlord” from and after the date of each sale. Additionally, any Conditionally Refundable Deposits we hold in your name will be transferred to the new owner as of the date of such sale and refund of such Deposit in accordance with the terms of the Housing Contract shall become the obligation of the new owner.

25. RESIDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instruction, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, Government or business purposes, we can provide it without notice to you or any further consent.

26. MULTIPLE RESIDENTS

Each resident of an apartment/suite is jointly and severally liable with other residents of the apartment/suite for all Housing Contract obligations relating to Common Areas and utilities; however, only you are liable for the Housing Contract obligations relating to your bed space and the payment of your Rent. You are not liable for any of your fellow residents’ obligations as to their bed space and their rent **payable to us.**

27. GENERAL

Timing is very important in the performance of all matters under this Housing Contract. Your execution of this Housing Contract confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Housing Contract is the entire agreement between the parties. We make no representations or warranties that all residents of the Property will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Housing Contract or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Housing Contract obligations are to be performed in the county where the Property is located.

Unless this Housing Contract states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Housing Contract does not invalidate this Housing Contract. If any part of this Housing Contract is not valid or enforceable, it shall not invalidate the remainder of this Housing Contract.

28. LIABILITY OF THE LANDLORD

If we violate this Housing Contract, your damages (and those of anyone else) cannot exceed our equity in the Property but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

29. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER’S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS HOUSING CONTRACT. None of our safety measures are an express or implied warrant of security or are a guarantee against crime or of a reduced risk of crime.

We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

Should you feel threatened, you are advised to first (as you deem necessary to protect yourself or other from harm) inform any appropriate government authority of the issue, to include, the police department, fire department, and/or any ambulance service. Next we ask that you report any safety issues to the Director of Residential Life, RA, or Managing Director of the Property.

I **hereby** authorize and understand that **Hawaii Student Suites MAY** potentially check an investigative consumer report to be prepared to determine my eligibility for tenancy. I understand that this report may include information about me obtained from Law Enforcement Agencies, State Agencies, consumer credit reports, and social security information, as well as

Public Records information such as **criminal history information and civil records** such as are allowed by law. I also attest that the above supplied information was given voluntarily and I understand that it may be used for the purposes of verifying my identity in acquiring public information and for no other purpose. *I acknowledge that by authorizing a criminal background check, Hawaii Student Suites in no manner, guarantees or represents that Residents or occupants currently residing in our community, including the roommates that will occupy the Unit with any Resident, have been convicted of a crime or are not subject to deferred adjudication. We are not responsible and assume no duty for obtaining criminal-history check on any Resident, occupant, guest, or contractor in the apartment community.* I hereby represent that all of the information provided by me herein is true and correct. I acknowledge that false information provided by me herein may constitute grounds for rejection of this **Housing Contract or termination of my rights of occupancy and non-return of the security deposit.**

30. GUARANTY

The “Guarantor” shall be (1) The parent or another person having legal custody of you (2) Another person related to the “Resident” by marriage or familial relationship.

I hereby give Hawaii Student Suites consent to check and investigate consumer report to be prepared to determine my eligibility to guarantee this Housing Contract. I understand that this report may include information about me obtained from Law Enforcement Agencies, State Agencies, consumer credit reports and social security information.

If the Parent or Sponsors Guaranty provided to you is not signed and returned to the Manager by the earlier to occur of (i) seven (7) days after the date this Housing Contract is signed, or (ii) one (1) day before the Starting

Date, you will be in violation of this Housing Contract. The person who signs must attached a copy of their driver’s license or other governmental photo identification.

31. HOUSING CONTRACT TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this Housing Contract for voluntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us. **Tenants** may have special statutory **rights to terminate** the Housing Contract early in certain situations involving family **violence or military** deployment or transfer. All such statutory rights to terminate the Housing Contract early will be allowed. If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then, you may terminate this Housing Contract by giving written notice to us. Your notice shall terminate the Housing Contract thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow Housing Contract termination.

32. HOUSING CONTRACT CANCELLATION

If you have signed a Full or Academic Term Housing Contract, you may cancel this Housing Contract provided that you are current in your payment of Rent and other charges, and:

- A. You are current in your payment of Rent and other charges at the time of the delivery of the cancellation notice.
- B. You are neither enrolled in nor employed by a University (or any other institution of higher education or trade school on the island of Oahu in the Honolulu area nor will

you be employed or enrolled in any such institution on Oahu at any point during the Full or Academic Term of the Housing Contract your are canceling).

- C. You pay to \$1,000 as a Cancellation Fee for any cancellation taking place 21 or more days prior to the Starting Date; or \$2,000 or remaining rent, whichever is less, as a Cancellation Fee for any cancellations taking place less than 21 days prior to the Starting Date.

Because students usually obtain housing before school starts, it is extremely difficult to rent any remaining, vacant bed spaces in a dedicated student housing facility once the Academic Term has commenced (after the Starting Date). For this reason, Housing Contract Cancellations after the Starting Date shall only be allowed in very rare circumstances and solely at our discretion. Cancellation after the Starting Date may be allowed if the following situations occur:

1. After the Starting Date, you are no longer enrolled in a University (or any other institution of higher education in the Honolulu area) because of unanticipated financial hardship or medical necessity, or such other extreme and unforeseeable situation (which will be determined at our sole discretion). Any such circumstance will need to be documented to our satisfaction before we will decide whether we will allow the requested Housing Contract Cancellation, which shall be determined at our sole discretion. In addition, if we allow the cancellation you request, you will pay to us as a Cancellation Fee an amount equal to the sum of \$1,000; **plus** seventy-five percent (75%) of the Rent accruing after the Termination Date.
2. You become eligible for graduation during the Housing Contract term.

In such case, you must provide written documentation at least 45 days in advance of the scheduled graduation from a College or University Registrar / Enrollment Management Official that states that you are eligible for graduation. If this written documentation is submitted to our sole satisfaction, the Housing Contract will terminate the day after the date of official graduation. If you fail to graduate as planned or become ineligible after written documentation is provided, this Housing Contract shall remain in full effect.

If you have elected to sign a Housing Contract Term other than Academic Terms (Fall and/or Spring), you may not cancel this Housing Contract for any reason, in other words, per diem and Summer Housing Contracts will not be allowed to terminate for any reason. We will retain all prepaid money and will bill you for the remainder of any money due to us. If you elect to sign a Housing Contract for a Full I or Full II terms, the cancellation reasoning of no longer being enrolled in a University or Institution of Higher Learning will not result in a cancellation for the summer months of the Housing Contract.

Except as described above, you have no right to cancel this Housing Contract. Except to the extent that your Security Deposit is to be used to pay any of your other obligations under this Housing Contract, you may elect to apply the remaining Security Deposit, if any, toward the Cancellation Fee.

33. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return request requested, postage prepaid, to **Hawaii Student Suites, 931 University Avenue, #205, Honolulu, Hawaii 96826.**

34. STUDENT LIFE FEE

The non-refundable \$200.00 Student Life Fee will be used at the discretion of management to foster and enhance the property/ student community; through the existence of a Residence Life Program as well as any other activities and/or additions to the property that will enhance the quality of life for those residents present in the student community.

35. LEAD-BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

We, the lessor, have no knowledge of lead-based paint and/or lead-based paint hazards in the dwelling. We have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the dwelling.

Your signature to this Housing Contract acknowledges that you are aware of the above disclosure and that you have received the pamphlet *Protect your family from lead in your home*. The pamphlet was made available to you via download from our website or provided to you in person on property.

36. ASBESTOS DISCLOSURE

The ceilings or floor tiles in the units, hallways and stairwells of this property **may have or have** sprayed-on material containing minute amounts of asbestos. It is currently encapsulated to limit levels of exposure. The areas

containing asbestos do not indicate an immediate need for asbestos removal. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the change of damage or disturbance to those materials.

Resident and Resident’s guests shall not take or permit any action which in any way damages or disturbs the ceiling or floor in the Premises or any part thereof, including, without limitation, (1) dusting, scraping, hitting or impacting the ceilings with objects such as balls, sticks, tape, or fasteners such as nails and screws; (2) piercing the surfaces of the ceilings or floors by drilling or any other method; (3) hanging plants, mobiles or other objects from the ceilings; (6) undertaking any repair or restoration of any portion of the ceilings or floors; (7) undertaking any activity which results in vibration which may cause damage to the ceilings or floors.

Resident shall notify Landlord immediately if there is any damage to, or deterioration of, the ceilings or floors of the Premises or any portion thereof, including without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceilings or floors, so we may assess the situation and make appropriate repairs may be done by qualified personnel.

37. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this Housing Contract: Community Policies, Lead Based Paint Disclosure and Parking Addendum, if applicable.

38. PRIVACY POLICY

This Privacy Policy sets forth the privacy practices of Hawaii Student Suites with respect to protecting the confidential nature of personal information, including your social security number and/or driver’s license number reported by you with the submittal of a Housing Contract or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law. The disclosure of your social security number and/or driver’s license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor, and, if applicable, to secure credit and criminal background reports. In addition, if you default on your Housing Contract Agreement, we may use this information to report your default to both credit agencies and/or the University or College.

The personal information you provide is stored in your resident Housing Contract file that is generally kept in a locked cabinet in the management office. All administrative personnel of Hawaii Student Suites, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.

EXHIBIT “A” COMMUNITY POLICIES

INDEX	WELCOME
<p>SAFETY 1, 2, 3</p> <p style="padding-left: 20px;">S1. Security</p> <p>COMMUNITY LIVING 3, 4, 5, 6, 7</p> <p style="padding-left: 20px;">L1. Firearms/Weapons</p> <p style="padding-left: 20px;">L2. Alcohol</p> <p style="padding-left: 20px;">L3. Drug and Illegal Substances</p> <p style="padding-left: 20px;">L4. Verbal and/or Physical Abuse</p> <p style="padding-left: 20px;">L5. Failure to Comply</p> <p style="padding-left: 20px;">L6. Noise</p> <p style="padding-left: 20px;">L7. Grills/Flammables</p> <p style="padding-left: 20px;">L8. Fire Alarms</p> <p style="padding-left: 20px;">L9. Smoke Detectors</p> <p style="padding-left: 20px;">L10. Common Areas</p> <p style="padding-left: 20px;">L11. Smoking Prohibited</p> <p style="padding-left: 20px;">L12. Number of Occupants</p> <p style="padding-left: 20px;">L13. Visitors</p> <p style="padding-left: 20px;">L14. Solicitation</p> <p style="padding-left: 20px;">L15. Minor Children</p> <p style="padding-left: 20px;">L16. Inspection/Entry</p> <p style="padding-left: 20px;">L17. Apartment/Suite Units</p> <p style="padding-left: 20px;">L18. Roommate & Neighbor Counseling</p> <p style="padding-left: 20px;">L19. Transfers</p> <p style="padding-left: 20px;">L20. Satellite Television Dishes</p> <p style="padding-left: 20px;">L21. Loitering</p> <p style="padding-left: 20px;">L22. Implied Consent</p> <p style="padding-left: 20px;">L23. Chronic Misbehavior</p> <p style="padding-left: 20px;">L24. Mail/Deliveries</p> <p style="padding-left: 20px;">L25. Video Surveillance</p> <p>OFFICE MAINTENANCE AND SERVICES 7</p> <p style="padding-left: 20px;">O1. Office Hours and Service Procedures</p> <p style="padding-left: 20px;">O2. Maintenance Management System</p> <p style="padding-left: 20px;">O3. Carpet Care</p> <p style="padding-left: 20px;">O4. Rental Payments</p> <p style="padding-left: 20px;">O5. Security Deposit Refunds</p> <p>COMMUNITY CLEANLINESS 7, 8</p> <p style="padding-left: 20px;">C1. Apartment/Suite Cleanliness</p> <p style="padding-left: 20px;">C2. Trash</p> <p style="padding-left: 20px;">C3. Breezeways/Corridors/Stairways</p> <p style="padding-left: 20px;">C4. Pets</p> <p>AMENITIES 8, 9, 10, 11</p> <p style="padding-left: 20px;">A1. Laundry Facility</p> <p style="padding-left: 20px;">A2. Common Area Use</p> <p style="padding-left: 20px;">A3. Posting</p> <p style="padding-left: 20px;">A4. Parking Areas and Permits</p> <p style="padding-left: 20px;">A5. Pool</p> <p style="padding-left: 20px;">A6. Network Acceptable Use Policy</p>	<p>WELCOME</p> <p>Students electing to live in apartment/suite living should make a strong commitment to caring for the community in which they live. The cleanliness beauty and enjoyment of the property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds.</p> <p>All residents are expected to obey federal, state and local laws, and directives issued by an administrative official of management in the course of his/her duties.</p> <hr/> <p>SAFETY</p> <p>S1. SECURITY: It is not possible for any apartment/suite owner or manager to insure “security” or “safety”. For your convenience, features such as deadbolt locks may be provided. Features such as card access or code operated locks may be provided to certain communities. The Honolulu Police and the owners may provide a courtesy patrol from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Honolulu Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call 911, to report any criminal activity, fire or ambulance need. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.</p> <p>ACCESS TO THE PROJECT. Your acceptance and use of the access code, key and/or card is subject to your compliance with the following guidelines:</p> <p>A. Immediately report lost or stolen key and/or card to us in order to possibly prevent unauthorized use. Lost, stolen or damaged key and/or card will be replaced for a \$100.00-\$150.00 charge. This charge offsets the cost of the key and/or card as well as the cost of recoding the lock.</p> <p>B. Your right to use the access code, key and/or card ends when your Housing Contract ends or is terminated. You must return all key/cards at that time. If you fail to return the access key/card when your Housing Contract ends or is terminated, you will be charged.</p> <p>C. Do not let other people use your key or card and do not give out access codes if any exist.</p> <p>D. Mere possession of a code, key or code does not necessarily confirm right of entry. Therefore, please do</p>

not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your code, key or card.

Your guest must contact you via personal telephone. You may then arrange to meet your guest at the entrance. Guests are required to have a resident escort them at all times while on-site.

WAIVER OF WARRANTY; RELEASE OF LIABILITY. The owner and their respective managers, agents, representatives, officers, directors and employees make absolutely no warranty, expressed or implied, as to the effectiveness of the limited access system. You expressly waive any warranty, expressed or implied, as to the condition of the access equipment, its fitness for any particular purpose, or the likelihood that the fencing and gates will increase the amount of protection of you or your property, or decrease the possibility of forced, illegal, or unwanted entry into your apartment/suite or the project parking lots and grounds. You acknowledge that the access card systems and/or locks are mechanical devices that periodically fail or are rendered inoperative. We may lease open some or all the card access or locked doors at our sole discretion. We do not guarantee that the limited access doors or locked doors will prevent theft, assault, vandalism, or damage to you or your property. You acknowledge that neither the owner, nor their respective managers, agents, representatives, officers, directors and employees shall be liable for any disruption in the operation of the access doors, nor shall they be liable for any loss you suffer as a result of any problem, defect, malfunction or failure of this equipment. These Community Policies do not impose any responsibility, duty or liability upon the owner, their

respective managers, agents, representatives, officers, directors and employees as a result of the installation and/or operation of the access doors or locked doors, and you release the owner, their respective managers, agents, representatives, officers, directors, employees, successors and assigns from all liability connected herewith.

KEYS AND ACCESS CARDS. Keys and access cards belong to us and must be returned to us at the end or termination of your Housing Contract. You will be charged \$100.00-\$150.00 for each key or access card that is not returned, and for each replacement key or access card that you request. Do not duplicate any keys.

PERSONAL SECURITY – INSIDE YOUR APARTMENT/SUITE.

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks, if provided, on the doors while you're inside.
- When answering the door, see who is there by looking through the window or peephole, if provided. If you don't know the person, first talk with him or her without opening the door. Don't open the front door if you have any doubts.
- Don't put your name, address or phone number on your key ring.
- If you're concerned because you've lost your key or access card or because someone you distrust has a key or access card, ask us to re-key or re-program the locks. You have statutory right to have that done. You will pay for the re-keying or re-programming.
- Dial 911 for emergencies. Keep phone numbers handy for the police, fire and EMS. If an emergency arises call the appropriate governmental authorities first, and then call us.

- Check your smoke detector monthly, if provided, for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.

Immediately report the following to us in the form of a work order: Any need of repairs of locks, latches, doors, windows and smoke detectors.

- Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages broken railings, etc.
- Close curtains, blinds and window shades, if provided, at night.
- Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – OUTSIDE YOUR APARTMENT/SUITE.

- Lock your doors while you're gone. If you have them, lock your door handle lock and keyed deadbolt lock.
- Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- Tell your roommate where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't give entry codes or access cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your

apartment/suite since we cannot assume that responsibility.

- While away for an extended period, have your newspaper delivery stopped, or have a friend pick-up your newspaper daily.
- Carry your key or access card in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys or access card at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR.

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Don’t leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases or purses.
- Don’t leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Don’t stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can’t prevent crime. Always proceed as if security systems don’t exist since they are subject to malfunction, tampering and human error. We disclaim any expressed or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

COMMUNITY LIVING

L1. FIREARMS/WEAPONS. We do not allow firearms and other weapons on the property. You must comply with all federal, state, and local laws pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

L2. ALCOHOL. Our community is intended to be an alcohol-free community. Any possession or consumption of alcoholic beverages in the community is prohibited, regardless of legal drinking age. Should items such as bottles, cans, and other similar containers, which at one-time contained an alcoholic beverage, be found in a resident’s possession, then, for the sake of this agreement, resident and management agree that at management’s sole discretion resident shall be subject to the same fines and penalties to which resident would be subject if they had been discovered with alcohol in their possession. Further, in the case of a shared room where there are two or more roommates, if such items associated with alcohol are discovered and it cannot be determined which roommate is responsible for the Housing Contract violation, then management at its sole discretion shall be entitled to allocate any fines or penalties against the residents as they see fit. This, however, does not mean that all citizens of our community make the best choices and some may choose to violate this policy and jeopardize their residency with us. We cannot guarantee the personal choices any resident or guest makes regarding this policy. **NOTE:** If you have a roommate that is violating the house rules and/or the terms of this Housing Contract, it is your responsibility to report the violation to management upon your becoming aware of it. In this way, you will be able to avoid being

held responsible for someone else’s violation.

L2.1 We do, however, designate some units within the property as graduate-only, responsible communities, or for special conference guests and may allow alcohol to be present in these units only in the following circumstances. All residents are expected to know and comply with all State laws and guidelines as well as all Hawaii Student Suites policies regarding the consumption of alcoholic substances. Residents of Hawaii Student Suites who reside at alcohol permitting properties and are of the legal alcoholic substance consumption age of the State of Hawaii are expected to understand that Hawaii Student Suites promotes “responsible drinking”. In accordance with this stance Hawaii Student Suites also defines the ability to consume alcoholic substances at such properties where it is permitted by those who are of the legal alcoholic substance consumption age of the State of Hawaii as a PRIVILEGE NOT A RIGHT. As such this privilege can be taken away from any resident that is found to abuse or violate this policy in conjunction with any other sanctions deemed necessary during and/or after the initial incident resulting in policy abuse or violation. Residents are also expected to know and conform to the following laws, policies, and regulations regarding alcoholic substances and the consumption of such substances:

- A. It is illegal for anyone under age 21 to drink alcoholic beverages. Residents and/or guests who are not 21 years of age or older may not possess, consume or be under the influence of alcoholic beverages. Possession of an open or empty alcohol container shall be interpreted as being consumed. If alcohol can be seen or smelled, or containers can be heard, it can be assumed that a policy violation has occurred.

- B. Alcohol must be consumed within the confines of the resident's room/apartment and without the presence of anyone under the age of 21 years. Any and all alcohol outside the room/apartment is strictly prohibited.
- C. Behavior, such as disruptive or destructive behavior, or conditions necessitating extra care, resulting from unmanageable consumption is prohibited. Any time that alcohol poisoning is suspected, Emergency Medical Services will be called. "Drinking games" or any activity that promotes excessive alcohol consumption is strictly prohibited.
- D. Residents and/or guests of legal drinking age may possess or consume alcoholic beverages within the privacy of their room or apartment, so long as ALL guests and occupants are 21 years of age and older. In order for a guest of legal drinking age to consume alcohol, the resident host must be of legal drinking age. Hawaii Student Suites staff, acting in their official capacity, may request a picture identification to verify resident(s) and/or guest(s) ages. Inability to provide proper picture identification to verify resident(s) and/or guest(s) ages may result in an immediate expulsion from the property, banning from the property, and/or eviction.
- E. Anyone who is of 21 years of age or older is prohibited from distributing alcoholic beverages to anyone below the legal drinking age of the State of Hawai'i. The State of Hawai'i's Social Host Liability Law makes it illegal to host underage drinking in a residence, and holds adults liable if they provide alcohol to a minor who then injures another person. Adults can be prosecuted for giving alcohol to minors. Resident hosts will be held responsible for distributing alcohol to anyone,

resident and/or guest, under the age of 21.

- F. Common source containers and bongs whether empty or full are strictly prohibited and will be confiscated. Common source containers include, but are not limited to: kegs, party balls, water jugs, jungle juice, beer bongs, etc.
- G. The sale of alcohol for a form of payment or donation is prohibited. The advertisement of parties/gatherings where alcohol will be consumed is not allowed.
- H. Alcohol Free: The possession and use of alcohol by residents or guests in the alcohol free residence halls/apartments is strictly prohibited, regardless of age.
- I. Containers of alcohol that are transported through public and common areas must remain unopened.

L3. DRUGS AND ILLEGAL SUBSTANCES. Use, possession and/or distribution of drugs and/or illegal substances, including marijuana, is strictly prohibited and will result in eviction. This includes possession of any drug paraphernalia. Should items such as hookahs, water pipes, glass pipes or tobacco pipes, that are traditionally associated with drug use, be found in a resident's possession, then for the sake of this agreement, resident and management agree that at management's sole discretion resident shall be subject to the same fines and penalties to which resident would be subject if they had been discovered with drugs (as the case might be) in their possession. Further in the case of a shared room, where there are two or more roommates, if such items associated with drug use are discovered and it cannot be determined which roommate is responsible for the Housing Contract violation, then management at its sole discretion shall be entitled to allocate any fines or penalties against the residents as they see fit. In accordance with lawful

procedures. Honolulu City Police may confiscate and retain for evidence any such drugs found in possession of a student, in his/her apartment/suite, or vehicle. This, however, does not mean that all citizens of our community make the best choices and some may choose to violate this policy and jeopardize their residency with us. We cannot guarantee the personal choices any resident or guest makes regarding this policy.

L4. VERBAL AND/OR PHYSICAL ABUSE. Residents and guests are to treat all neighbors, apartment/suite mates, visitors, the management staff, and other officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

L5. FAILURE TO COMPLY. You must comply with all written and verbal requests and instructions from management and officials. This includes requests to produce valid identification.

L6. NOISE. You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. Quiet hours are strictly enforced from 10 p.m. to 8 a.m. every night, including weekends. However, you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

L7. GRILLS/FLAMMABLES. The fire code prohibits the storage or use of barbecue grills on the sidewalks

in front of the building and on breezeways/balconies. After you use the community grills, if provided, please leave the equipment, grills, and area clean for the next person.

Flammable liquids may not be stored in your apartment/suite. This includes, but not limited to illumination devices, flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, explosives, or any other material deemed hazardous. Fireworks are prohibited.

L8. FIRE ALARMS. We may have installed building fire alarms in all buildings. If you are in a building when its fire alarm rings, you and your guests are required to immediately leave the building (this includes real alarms, false alarms and fire drills). If you, and/or your guests fail to leave as required, you may be required to pay a fine. **EXCEPTION:** You are not required to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and/or your guests intentionally cause a false alarm, you will be subject to a fine and/or eviction. You may not tamper with any component of the building life safety equipment. Tampering with such equipment may result in criminal prosecution and you will be liable for all damages caused from such tampering in the form of disciplinary action including but not limited to a \$250.00 fine.

L9. SMOKE DETECTORS. At the beginning of your Housing Contract we will test the smoke detector(s), if provided, in your apartment/suite for proper operation and working batteries. Do not render the smoke detector(s) inoperable. Report any malfunctioning or inoperable smoke detector(s) to us immediately.

L10. COMMON AREAS. You are expected to use common sense and consideration for others when using these facilities. Your use of the

common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, or other common areas. You and your guests are required to follow the posted rules and regulations. The basement, basement storage if contained in the maintenance room, and roof access are strictly prohibited to all residents and guests.

L11. SMOKING PROHIBITED. OUR COMMUNITY IS SMOKE-FREE and SMOKING IS PROHIBITED IN ALL AREAS OF THE FACILITY INCLUDING APARTMENT/SUITES AND ON BREEZEWAYS. Smoking is ONLY permitted in the designated areas and the parking lots. Properly dispose of cigarette butts in containers.

L12. NUMBER OF OCCUPANTS. The maximum number of people living in a apartment/suite is as follows:

Single: One (1)
Double: Two (2)

Eight Person Suite: Eight (2 residents per room maximum).

L13. VISITORS. Guests of residents are welcome. Guests are defined as any person who is not contracted to live in the HSS room and/or apartment where they are present. This definition also includes other HSS residents who live in a different HSS building or other rooms within your same building.

- A. All Residents are responsible for the actions of their guests and will be held accountable for any guest's violations of Hawaii Student Suites standards, policies, or procedures. If you allow someone access to your building or the grounds, or if they are in your room and/or apartment, they are considered your guest.
- B. Guests within a room and/or apartment are allowed only with the approval of all roommates in the bedroom and/or apartment. Residents must physically

accompany their guests while they are present in any of our buildings or on our property, including when entering and exiting. Residents should not allow guests to wander the buildings, hallways, walkways, and/or grounds unescorted. Room responsibility lies with the assigned residents of the room in addition to the individual creating the problem.

- C. Each resident may have no more than two (2) visitors at a given time, unless the total number of visitors in a unit is already four(4) visitors in an eight person suite, quad, or triple, three (3) in a double or two (2) in a single. After the maximum total of visitors per unit is met, no further visitors will be allowed.
- D. In certain of our hotel properties, your guest may be required to sign in at the hotel front desk and leave identification.
- E. If necessary, Hawaii Student Suites and/or Hotel Management, in the case of our hotel properties, reserve the right to limit the guest privileges of our residents. Hawaii Student Suites and/or Hotel Management reserves the right to require any guest who causes a disruption to the community or HSS/hotel operations to immediately leave the property with the possibly of being permanently trespassed.
- F. Guests of residents are permitted to stay overnight, however only with the approval of all roommates in a bedroom and/or apartment. Guests who stay after 1:00AM will be considered overnight guests and must be registered with HSS via the "Visitor Registration" form located on the HSS website (www.HawaiiStudentSuites.com), or in the case of our hotel properties, with your hotel front desk.
- G. All guests staying for more than 48 hours in a row must be approved in writing by the HSS office in advance of their stay. No same guest may stay more than four (4) days in a month. No resident may have

overnight guests more than twelve (12 nights) in any given semester. Guests exceeding 48 hours will be charged at a nightly rate of \$50 per night per guest. If a resident violates this policy by exceeding the day and/or night limits, or for not registering their guest with HSS, they will be charged \$100 per night for each night the guest's presence was in violation of said policy.

- H. Cohabitation is not allowed in any HSS property or hotels where HSS residents are residing. Cohabitation is defined as a person who is using a room or apartment as if that person were living in the room, but is not an assigned resident of that room. Examples of this may include, but are not limited to keeping clothing and other personal belongings in the room, sleeping overnight in the room on a regular basis (in violation of guest visitation limits), and using the bathroom and shower facilities as if they were living in that room.
- I. Our hotel properties may charge differently for overnight guests and in those situations the Hotel policy on overnight guests will supersede that of HSS.

L14. SOLICITATION. Solicitation is prohibited in our community.

L15. MINOR CHILDREN. Minors are allowed in our building as visitors, however must be accompanied by the adult resident at all times. A minor is anyone under the age of 18.

L16. INSPECTION/ENTRY. We may enter the apartment/suite in situations as described in your Housing Contract and to determine compliance with regulations of state and/or federal law, or if we feel that a resident or person is in danger or needs assistance. Staff will also enter rooms during fire alarms or for noise violations if there is no response from the resident.

L17. APARTMENT/SUITE UNITS. We recognize the importance of

personalizing your apartment/suite. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the apartment/suite, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

- A. We do not allow hot plates in your apartment/suite.
- B. We do not allow multiple-outlet "octopus" plugs in your apartment/suite unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- C. You may not use halogen lamps, candles, incense or any open flame in your apartment/suite. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your apartment/suite.
- D. You may not hang, stick, or erect anything in, on, or about any windows if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.
- E. All decorations should be temporary in nature so as to not permanently deface or damage any of your apartment/suite's finishes. You can hang posters and other wall decorations with thumbtacks, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted in your apartment/suite. Holiday decorations may only be attached on the exterior of the apartment door and does not protrude more than 5-inches from the door into the walkway.
- F. Do not use nails, stickers or tape on the apartment/suite entrance, bedroom and closet doors, or kitchen cabinet surfaces.

- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads (if installed). Damage to these may result in flood damage for which you will be responsible.
- I. Aluminum foil may not be placed in windows as insulation or decoration.
- J. No awning, Venetian blinds, window guards, radio/television antenna, or planters shall be attached to or hung from the exterior of the building or protrude through the walls, windows, roof thereof, and no notice, advertisement, bill poster, nameplates, illumination or other signs shall be inscribed or posted on or about the property.
- K. No air-conditioning units, washing machine or dryers shall be installed in any apartment.

L18. ROOMMATE & NEIGHBOR COUNSELING. Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with our staff, staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow-up with the complaining resident. If the problem remains, a resolution meeting is held among apartment/suitemate/neighbor and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract, if needed.
- D. Only after our staff feels that the roommate/neighbor resolution

process has been given a chance will changes in apartment/suite assignments be considered. Failure to get along with roommates/neighbors is not grounds for Housing Contract termination.

E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$75.00 transfer fee to change apartment/suites, if apartment/suite availability allows.

L19. TRANSFERS. You may move from one apartment/suite to another if you have our approval. You may be required to pay a transfer fee. If you move to another apartment/suite or bedroom within an apartment/suite without our prior approval, you may be sanctioned and/or have to pay \$100.00 to us. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment/suite. If you do, you may be charged for the additional space and face disciplinary action.

L20. SATELITE TELEVISION DISHES. You may not install a satellite television dish without our written approval.

L21. LOITERING. No one shall be permitted to loiter in any of the common or parking areas. Horseplay, running, screaming or other boisterous conduct is not permitted.

L22. IMPLIED CONSENT. All residents in an apartment/suite, room or area will be held responsible of their behavior/objects in that apartment/suite, room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

L23. CHRONIC MISBEHAVIOR. A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction, but single violations, depending on the nature, may be cause for eviction at our discretion.

L24. MAIL/DELIVERIES. The mailbox receptacle has a designated outgoing mail slot that is regularly checked by U.S. Postal Personnel. Nothing will be affixed to the outside of the mailbox receptacles. Management is not responsible for personal property, packages or other deliveries left in walkways, at doors of units or any other undesignated place.

L25. VIDEO SURVEILLANCE. The community may be equipped with a Closed Circuit TV camera. This camera has been installed for the purpose of recording events for later viewing. If a camera is provided, the camera is NOT monitored and is NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the camera and recording equipment is mechanical and requires the involvement of humans, they may not always be working properly due to mechanical or operator problems. DO NOT rely upon this camera in any way for any purpose.

OFFICE MAINTENANCE AND SERVICES

O1. OFFICE HOURS AND SERVICE PROCEDURES. Our business hours may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, for emergencies call the resident

advisor on-call cell phone. The number is posted on the office door and is distributed to you throughout the year in various newsletters and notices. A letter slot is available for messages and after-hours rental payments.

O2. MAINTENANCE MANAGEMENT SYSTEM. We take pride in providing you a well maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help us provide your better service. If you make a second request for service and do not receive service within a reasonable amount of time, please e-mail & hawaiistudentsuites@hih ltd.com.

Emergency maintenance such as power failures, losses of heat (if the outside temperature is below 40 F), losses of air-conditioning (if the outside temperature is above 90 F), and rising water may be reported by calling the on duty staff member. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

O3. CARPET CARE. To reduce damage and preserve the appearance of your carpet if any is installed, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage. Annually, upon renewal of your contract, we will shampoo your carpet at no cost, per your request.

O4. RENTAL PAYMENTS. Rental payments are due in advance, without demand, at our office in accordance with your Housing Contract. You will be assessed a late fee for late payments. You must make payments by check or money order. Credit card payments may be available with service fees being the responsibility of the resident.

Our policy is to pursue all legal remedies for Housing Contract defaults, including court action and filing reports with the credit bureaus. You will be charged \$50.00 for returned checks, plus the late fee. After two returned checks, you must make all future payments by money order or cashier's/certified check.

05. SECURITY DEPOSIT REFUNDS. Your security deposit will be refunded by mail within 14 days of the expiration or termination of your Housing Contract, if you have met all the conditions of your Housing Contract. We will inspect your apartment/suite only after you have completely moved out. No partial refund of your security deposit will be made at any time during the Housing Contract term. You must leave us your new address and phone number using the move-out notice form that we provide. You will not receive a refund of your security deposit unless you have given us a written move-out notice at least (30) days prior to the expiration of your Housing Contract. The move-out notice must include your actual move-out date. A \$50.00 fine may be assessed if you fail to check-out as instructed. In addition, you must check out properly and return all keys and access cards by the move-out date.

COMMUNITY CLEANLINESS

C1. APARTMENT/SUITE CLEANLINESS. A cleaning service may be provided once per week at some locations and is established in the Housing Contract. This service will only include common area general cleaning. General cleaning includes: basic vacuuming, tub/sink/toilet cleaning, and trash disposal from proper waste containers. Service personnel will not move personal items obstructing the cleaning process. Personal items will not be cleaned. Other than the service referenced above, you must maintain your apartment/suite in a clean, orderly and

sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommate and/or your neighbors.

- A. If we must clean your apartment/suite more than the service noted above, to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one apartment/suite-mate of an apartment/suite moves out, all apartment/suite-mates must satisfactorily clean the apartment/suite. If the apartment/suite is not cleaned, a \$100.00 cleaning charge will be assessed among all apartment/suite-mates.

C2. TRASH. Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash in breezeways or in stairwells. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your apartment/suite or anywhere else on the property (other than inside the dumpsters).

C3. BREEZEWAYS/CORRIDORS /

STAIRWAYS. In abiding with the Fire Code of the City and County of Honolulu, the common breezeways/corridors/stairways must not be obstructed or used for any purpose other than ingress (entering) and egress (leaving). No footwear, chairs, bikes, boxes, tires, recyclables, broken furniture, beach/surf items, trash-bags or other items shall be left in the walkways or stairways. Personal items of any kind will be removed and disposed of at your risk and expense.

Do not dry clothing or linens or store unsightly personal property on breezeways/corridors/stairways at any time.

No rug shall be beaten on the breezeways/corridors/stairways or in common areas at any time.

C4. PETS. Fish in tanks less than one gallon are permitted. Otherwise, except as required by law, no pets are allowed (even temporarily) anywhere in the apartment/suite or the Property without our prior written approval. (Pets include all mammals, reptiles, amphibians, birds, fish (except as outlined above in this paragraph) and insects. Feeding stray or unauthorized pets is prohibited.

If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this Housing Contract. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a Humane Society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

AMENITIES

A1. LAUNDRY FACILITY. During the day (specific hours posted), the laundry facility may be open both to residents and the general public. The Laundry Facility is for residents only after posted daytime hours. Do not allow the general public access to this facility, for safety reasons, you should always exercise caution and practice smart personal safety practices. The Laundry is a common area and is smoke free. If machines malfunction, please report them to the management office. Clothing should be removed from machines immediately after washing and drying so other residents may use the amenity. Management is not responsible for loss or damage to clothing removed by others, vandalism, malfunction of machines, or other

causes. Additional laundry rules may be posted in the Laundry.

A2. COMMON AREA USE. We will utilize the community's common areas for a variety of educational, recreational, and social programs. These rooms are also available for your use (i.e., study groups, organizational meetings, etc.). For further information on utilization of these facilities, please contact our office and/or Resident Assistant.

A3. POSTING. All signs and posters must be pre-approved by us before being posted. If approved, posters, signs and other items can only be posted in designated areas.

A4. PARKING AREAS AND PERMITS. All vehicles parked at the property must be properly registered with the Office. You may not park in any assigned space unless you have paid an additional charge for this amenity (you may have only one (1) vehicle registered in you or your parent's name parked on-site at any time), and have signed a Parking Addendum and display a Community Parking Permit. If you keep a vehicle on the property, you do so at your sole risk of loss or damage. Parking rules and regulations are as follows:

- All vehicles must be properly registered and licensed by the State of Hawaii law. Abandoned and inoperable vehicles area not permitted.
- You may not store items including but not limited to, commercial vehicles, boats, campers, trailers, recreational vehicles, or personal items such as furniture, lumber, tools, sporting equipment, etc., in stalls or in any parking area, even temporarily.
- With exception of minor emergency repairs to start the vehicle (i.e., replace/jump start battery, or change a flat tire), there shall be NO mechanical repairs, maintenance,

body and fender, painting, sanding (hand or machine); and car washing of any vehicle while parked at the community. Grease or oil build up is the responsibility of the resident to clean.

- Excessive use of horns and car stereos shall not be permitted. Racing car engines are not allowed.
- No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of other vehicles. Vehicles shall be entered in the parking stall (not on lines or protruding beyond the stall lines) so as not to obstruct the exit or entrance of other vehicles. Owners of vehicles constituting a hazard will be immediately requested to remove said vehicle from the property.
- Guests may park in the stall(s) identified as GUEST parking, by completing a Guest Parking Sign-In Sheet (located outside the office door), and slipping it into the Office Mail Slot. If no slip is found to match the vehicle that is parked in the Guest parking stall, the vehicle will be towed at the vehicle owner or driver's expense. A Guest may park no greater than four (4) hours unless authorized in advance by management. If GUEST stalls are not available, the guest is to park off property.
- Residents shall not park their vehicles in the guest parking stalls.
- The loading zone area of the parking lot shall be used for loading and unloading only. The maximum time limit shall be no longer than 15-minutes.

Failure to comply with any of the Parking Rules and Regulations listed above may result in you or the owner's vehicle being towed and removed from the community at your expense. Any expenses for damages to the Property caused by any vehicle operated or

owned by you or your guests shall be paid for by the resident.

MOTORCYCLES. Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways. We may not allow you to use these types of vehicles on the property. However, if we do so allow, the vehicle must be parked in a parking stall. All additional parking regulations listed above apply.

BICYCLES. Ride bicycles on the streets only. Do not chain bicycles to trees, fences or railings. Bikes should not be kept or stored on breezeways or in stairwells. A bike rack is provided.

SKATEBOARDS/ ROLLARBLADES. Cannot be ridden on property including but not limited to the breezeways, parking lot, and inside the apartments.

A5. POOL. Some of our communities have pools. The pool is for the exclusive use of residents. The owner and management accept no responsibility for injuries or damages sustained by users of the swimming pool. Anyone using the pool does so entirely at their own risk. **NO LIFEGUARD IS ON DUTY.** A public telephone may be available for emergencies. Please follow posted hours of operation. The following are swimming pool rules (additional rules may also be posted at the swimming pool):

- **NO DIVING ALLOWED**
- Guests are limited to a maximum of two (2) per resident. You must accompany your guests at all times.
- Children less than 18 years are not permitted unless accompanied by an adult.
- Running, horseplay, or loud noise is not allowed. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times. Residents should be sensitive to music levels played at the pool. The use of headphones is preferred. Music infringing on the

enjoyment or living experience of other residents will be asked to cease.

The pool is a smoke free area.

Boogie boards, surfboards, rubber rafts, or other large flotation device (except for personal flotation apparel that is Coast Guard approved for safety) is not permitted. Recreational games and balls may be limited if the games or balls infringe on the enjoyment of the pool area by other residents. Personal items brought to the pool area are the responsibility of the resident or guest and should be removed when you leave. We are not responsible for lost or stolen items.

Commercial swim wear must be worn at times. Metal objects should not be worn by resident as they may damage the filter system. Long hair should be covered with a bathing cap.

Glass containers of any type are not permitted.

Alcoholic beverages are not allowed.

Section 61, Personal Regulations or the Board of Health Regulations states (a) "All persons known to be or suspected of being afflicted with infectious disease, suffering from cold or wearing bands or bandages, shall be excluded from bathing in the swimming pool" (b) "Spitting, spouting of water, blowing the nose in the swimming pool is strictly prohibited".

A6. NETWORK ACCEPTABLE USE POLICY. Access to some Community or University network computer resource requires that each user have a unique identity. A computer identity represents the user in various system activities, to provide access to software and data, and to associate the user's own software and data with the identity. As such, any

computer identity is an instrument of identification, and its misuse constitutes forgery or misrepresentation and is subject to disciplinary action.

In particular:

- No Community network resource is to be used for any illegal or criminal purpose.
- Unauthorized attempts to gain root access or access to any account not belonging to the user on any Community or University network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any Community or University system is obliged to report it to the system administrators.

Password sharing is prohibited. Users shall be held responsible for choosing safe passwords, ensuring file protections are set correctly, and for all use of accounts and user-IDs assigned to them.

CIVILITY and LIBERTY

Community seek to protect the civil, personal, and property rights of those actually using its computing resources and seeks to protect the confidentiality of Community and University records stored on its computer systems. Conduct that involves use of computer resources to violate another's rights is subject to disciplinary action by Community and/or the University.

We are committed to supporting the academic freedom of all members of the community; and we are committed to respecting the dignity of all members of our community

There will be situations in which what one person understands to be free expression, another person takes to be harassment, personal assault, or an assault on prevailing standards of decency. The Report of the Committee on Freedom of Expression at Yale

University (January 8, 1975), states: Shock, hurt, and anger are not consequences to be weighed lightly. No member of a community with a decent respect for others should use, or encourage others to use, slurs and epithets intended to discredit another's race, ethnic group, religion, or sex. It may sometimes be necessary in a University for civility and mutual respect to be superseded by the need to guarantee free expression. The values superseded are nevertheless important, and every member of the University Community should consider them in exercising the fundamental right to free expression.

We have considered the opposing argument that behavior that violates these social and ethical considerations should be made subject to formal sanctions and the argument that such behavior entitles others to prevent speech they might regard as offensive. Our convictions that the central purpose of any University Community, is to foster the free access of knowledge compels us to reject both of these arguments. They assert a right to prevent free expression. They rest upon the assumption that speech can be suppressed by anyone who deems it false or offensive . . . they make the majority, or any willful minority, the arbiters of truth for all. If expression may be prevented, censored, or punished, because of its content or because of the motives attributed to those who promote it, then it is no longer free. It will be subordinated to other values that we believe to be of lower priority.

The conclusions that we draw, then are these: Even when some members of the University Community fail to meet their social and ethical responsibilities, our paramount obligation is to protect their right to free expression . . . if any University's overriding commitment to free expression is to be sustained, secondary social and ethical responsibilities must be left to the

informal processes of suasion, example and argument.

Just as nothing in the present policy is to be understood as excusing users of any computing facilities from compliance with federal or State law, nothing in this policy should be understood as withdrawing the University’s affirmation of statements in faculty and student policy handbooks in support of academic and intellectual freedom.

None of this, though, denies that harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964 and is also prohibited under Title IX of the Education Amendments of 1972. Sexual Harassment is defined as (following Section 703 and the EEOC’s 1980 Sex Discrimination Guidelines): Unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual’s employment or education or (2) submission to or rejection of such conduct is used as a basis for employment or academic decisions affecting that individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work or academic performance or of creating an intimidating, hostile, or offensive educational or employment environment.

The mere fact of computer-mediation, by no means excuses contact that otherwise counts as sexual harassment under the reasonable person standard. Furthermore, users of public terminals or similar facilities should be aware of the public nature of shared facilities and should take care not to display images or play sounds that could create an atmosphere of harassment for others. Similar considerations apply to electronic mail exchanges.

The Community or the University is not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect Community or University positions.

PROPERTY

Computing and information resources are made available to individuals to assist in the pursuit of educational and other academic goals. It is expected that users will cooperate with each other and respect the ownership of work and information even though it is in electronic – rather than more immediately tangible – form. Individuals and organizations will be held no less accountable for their actions in situations involving computers and information resources than they would be in dealing with other media. Rules prohibiting theft and vandalism apply to software and data as well as to physical equipment in particular.

- No computer system is to be used as a staging ground to crack other systems.
- No one shall alter or delete software, hardware, communications, or data belonging to someone else without authorization.
- Users may not browse, access, copy, or change private files without authorization. Users may not attempt to modify the computer system or software in any unauthorized manner.
- Use of the system for commercial purposes, either for profit or not for profit, is strictly prohibited.
- Users ought to adhere to posted system policies, procedures, or protocols, such as time or storage limits, where those policies, procedures, or protocols are consistent with this policy. Refusal

may constitute failure to comply as defined in the Community Policies.

- The use of invasive software, such as “worms” and “viruses” destructive to computer systems, is unethical and illegal.
- Copyrighted software must only be used in accordance with its license or purchase agreement. Users do not have the right to receive or use unauthorized copies of software, nor to make unauthorized copies for themselves or others.
- Attempting to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.

Gratuitous consumptions of system resources (disk space, CPU time, bandwidth) will not be tolerated. If you violate any of these Community Policies you are also breaching your Housing Contract. Such violation may, at our sole discretion, cause you to be disciplined, fined, and/or evicted. These Community Policies are part of your Housing Contract. All of your roommates in your Apartment/Suite must comply with these Community Policies as well. If at any time you have suggestions for improving the quality of life or desire assistance, please contact us.