

Rules to follow

This has been taken from your lease so it may look familiar.

Any rule, listed herein, deliberately broken may, Frank Dyer Housing's discretion, result in eviction. You may be fined for rule violations. Any violation of the rules and regulations is a default under the LEASE and the RESIDENT may be fined and evicted. Any prepaid rent will not be returned. RESIDENT will also be responsible for any legal action or loss of income as a result of removing them from the premises.

Absolute Evictions - The foundation of community living in a residence is respecting the rights of others. This requires that certain activities and behaviors not be exhibited. The eight actions identified below seriously infringe on the rights of other community members and will not be tolerated. Violators may be evicted from residence, with no refunds, and may also be subject to additional action. This is not meant to be a complete list!

- Actions that endanger the health and safety of other persons
- Providing a common source of alcohol in the residence or outside the residence
- Intentional damage or destruction of Frank Dyer Housing property
- Use or possession of explosives, firecrackers, firearms, explosive materials or weapons of any kind in housing
- Sale, use, possession or distribution of illegal drugs or narcotics
- Throwing or dropping potentially dangerous objects out of windows
- Misusing or tampering with fire safety equipment: fire alarms, smoke detectors, extinguishers, etc.
- Deliberately starting a potentially dangerous fire in the residence

(A) Building and Housing Codes - RESIDENT will comply with all obligations imposed on RESIDENTS by building and housing codes.

(B) Firearms, Explosives, Incendiary Devices, and Weapons - Firearms, explosives, incendiary devices, and weapons of any kind are not permitted in the residence hall for any period of time. This includes, but is not limited to, slingshots, archery equipment, b-b guns, paintball guns, potato guns, smoke bombs, firecrackers, bullets, and flares.

(C) Physical Abuse & Harassment - Physical abuse and harassment, including verbal abuse or threats against any individual, are expressly forbidden. Harassment issues can include, but are not limited to, harassment based on gender, race, religion, or sexual orientation. Both individuals and groups can be targets for harassing behavior.

(D) Prohibited Items

*Listed below are items that are **not permitted** in the residence.*

- Water-filled furniture including waterbeds, pools, toys, etc.
- Fish tanks larger than five gallons
- Hanging beds, loft bed frames, and all other types of hanging furniture
- Space heaters
- Exterior antennas
- Outdoor clotheslines
- Any attachments or alterations to the interior/exterior of any apartment other than provided for that specific purpose
- Stolen merchandise
- Extension cords without a UL approved circuit breaker
- Metal tipped darts or dartboard sets
- Running wires beneath floor carpeting
- Fog machines
- Locks on bedroom door handles

- . Gas or charcoal grills
- . Sports equipment (i.e. baseballs, lacrosse equipment, footballs) other than soft, foam
"Nerf-style" (These items can be stored, but not used in apartment buildings.)
- . Drum sets
- . Dead plants or trees
- . Street signs
- . Cigarettes that smell like marijuana
- . Stickers on doors or other surfaces within the apartment (memo boards permitted)
- . Stickers and tape on apartment exterior doors
- . Signs, posters, banners, flags, or like items that are hung on, over, or near windows
- . Remote-controlled cars with gas-powered engines
- . Holiday/string lights
- . Pool tables
- . Personal air conditioning units - \$30.00 per month for each air conditioner. Billed every month that the unit(s) is in the window(s).
- . Chlorinated, dyed, or fragranced water treatment in toilet tanks
- . Trampolines (setup or not setup)

In an effort to make the residence as fire safe as possible, students will automatically be issued a \$50 fee for the following activities in the residence:

- . Possession of candles (this includes decorative and fragranced candles)
- . Possession of incense
- . Possession of gas, propane, lighter fluid stored outside of a lighter, kerosene, nitrous oxide, lamp oil, motor oil (includes gas powered engines)
- . Possession of hot plates with an exposed coil
- . Possession of sun lamps
- . Possession of holiday string and rope lights
- . Smoking in non-smoking areas (note: The residence is designated non-smoking. Smoking areas exist in specified locales outside of the buildings.)
- . Possession of halogen lights
- . Possession of upright/top-loading toasters
- . Possession of car tires or parts within the RESIDENCE or outside the RESIDENCE

Frank Dyer Housing reserves the right to confiscate prohibited items from a student's apartment. A notice will be left for the student indicating that the item has been taken and what the student needs to do to get it back. The item will be returned to the student at the time in which the student can permanently remove the item from the complex. Frank Dyer Housing will attempt to assure that items are kept in a safe place, but assumes no responsibility for any damage that may occur to the item. This includes, but is not limited to, loss or theft of the item from storage.

(E) Apartment Responsibility - Residents will be held accountable for behavior that occurs in their apartment. This includes behavior of guests, damages, prohibited activity, and prohibited items found in their apartment. Therefore, residents should take action to monitor who is permitted to enter their apartment. Students should keep their apartment door locked at all times.

(F) Recycling – Recycling containers are provided by Frank Dyer Housing. There are six large 55 gallon barrels outside each RESIDENCE for the following items: Clear glass, green glass, brown glass, aluminum cans, #1-#5 plastic containers and cardboard and paperboard products. All recyclables must be clean and placed in a recycling barrel with it's like kind. If any of these rules are not followed, or resident does not want to recycle, then RESIDENT must choose and pay for trash removal with a company of their choice. Trash privileges may be revoked after the first indication that they are not recycling according to Frank Dyer Housing outlines.

(G) Apartment Sanitation/Trash Removal -Residents are required to maintain their apartment in a clean and sanitary manner. They are also solely responsible for bagging trash that accumulates in their

apartment and disposing of such trash by depositing it, in 33 (or larger) gallon black trash bags, in the designated receptacle and recycling containers. Students may not leave trash outside of their apartment door. There is a \$25 minimum charge for improperly disposed trash.

(H) Failure to Comply With Staff - Residents and their guests are expected to follow all official requests from all Frank Dyer Housing staff members. Failure to comply with an official request will result in disciplinary action. Residents will be held responsible for the actions of their guests.

(I) Furniture, Fixtures, and Personalizing Your House - In consultation with fellow roommates, students are allowed to personalize their room so that it is more comfortable and homelike; however, certain conditions, policies, and procedures must be followed. These are outlined here to help students to utilize the facilities provided and to ensure that they understand some of the limitations and guidelines that are necessary within the housing environment.

You may not:

- remove or store your or Frank Dyer Housing furniture outside of your living unit;
- suspend beds and/or furniture from walls, ceilings, or loft units;
- affix materials to the walls, windows, or ceiling in a manner that might damage the surface
(e.g. nails, duct tape, etc.);
- place wallpaper or adhesive paper on the walls or windows;
- place adhesive paper in cabinets or on shelves;
- paint living unit (walls, doors, floor, etc.); this includes writing on walls with detergent;
- remove window screens at anytime;
- replace light bulbs in apartment fixtures with black lights;
- place stickers on doors or other surfaces in the apartment
(Items should be fastened to doors using magnetic tape with the magnetic side of the tape in contact with the door.);
- place carpets/rugs in areas that will cause damage to doors;
- move appliances (refrigerators, microwaves, stoves) from their set location;
- move wardrobes from their set location;
- hang items from the light fixtures or fire safety equipment;
- Alter the PREMISES

(J) Postings - Flyers, pamphlets, brochures, etc. are not permitted to be hung or distributed without the permission of Frank Dyer Housing.

(K) Snowball/Water Fights – Due to obvious potential injury, snowball and water fights are prohibited within the residence. Absolutely no snow is allowed inside the residence at anytime.

(L) Window/Balconies - For reasons of health and safety, nothing is to go in, out, or be thrown or hung from any residence window or balcony. Individuals are not allowed to lean out of windows or over balconies, sit on windowsills or balcony railings, remove screens or sit on roofs. \$100 fine for any screens which are found missing.

(M) Quiet Hours - Students are reminded that living in a residence requires consideration of others. At all times noise must be kept at a level where it cannot be heard outside of the apartment and where it is not disturbing other residents or the surrounding community. Additionally, daily quiet hours are from 9 p.m. to 10 a.m. Sunday through Thursday and from midnight to 10 a.m. on Friday and Saturday.

While quiet hours are in effect until 10 a.m., it is occasionally necessary for Frank Dyer Housing to perform outside work during the quiet hour period.

During finals week of both semesters, quiet hours will be in effect all day and night except for a two-hour period between 5 - 7 p.m. each evening.

(N) Bicycles - While residents are allowed to keep bicycles in their apartments, riding bicycles inside the residence buildings is forbidden. Residents keeping bicycles in their apartments are reminded that they are held accountable for any damage occurring to their apartment.

(O) Pets – Pets are prohibited, without LANDLORDS written consent, at all times. The RESIDENT will be charged \$100.00 for any incident and will be required to remove the pet from the PREMISES. Pets With the exception of fish in a tank no larger than five gallons, animals are not permitted to fed, or harbored in the residence hall.

(P) Public entrances, halls and stairways - shall not be obstructed in any way. Indoor furniture is not permitted outside the RESIDENCE.

(Q) Hardwood Floors - are protected so they are not marred or damaged in any way.

(R) Windows or Doors - Will not be left open during months when heat is on. There is a \$50.00 fine for each occurrence for tampering or changing heat elements that causes the heat to rise above approved temperature or windows/external doors left open when heat is on.

(S) Toilet and other water apparatus - Will not be used other than that for which they were constructed.

(T) Roof and bays - Strictly off limits to all RESIDENT and RESIDENT representatives.

(U) Alcohol - The use, consumption, possession, transportation, sale, or abuse of alcoholic beverages is prohibited by all residents living in Frank Dyer Housing facilities (including individuals who are over 21 years of age). All empty alcoholic containers (includes, but is not limited to, bottles, cans, kegs, party balls, bottle caps) are also prohibited and constitute a violation of the alcohol policy. This includes alcohol bottles that are used for decorative purposes. The consumption of intoxicating beverages is not considered an excuse for irresponsible behavior within the residence. Frank Dyer Housing takes action against residents who drink irresponsibly. Individual residents are held accountable for the actions of their guests. There will be a \$1,000 fine per occurrence if these rules are abused or violated beyond permissible limits.

(V) Parking Permits - RESIDENT is responsible for Parking Permits given to the PREMISES. The RESIDENT will be charged a \$35.00 fee for each lost or stolen permit.

(W) Washer, dryer, stove and refrigerator - Are only for the use of the RESIDENTS. Frank Dyer Housing may remove the Washer and Dryer if it is found that they are being used by non residents. All appliances must be kept clean at all times.

(X) Overnight guest - RESIDENT will not have any overnight guest for more than 48 hours in any given week.

19. KEY CHARGES AND LOCKOUTS.

(A) If RESIDENT is locked out of the PREMISES during the LANDLORD's business hours of 8:00 A.M to 6:00 P.M., a \$10.00 fee will be paid to the LANDLORD or agent of the LANDLORD for opening the PREMISES for the RESIDENT. The charge is \$20.00 if the lockout occurs after business hours. Payment is due upon receipt of service.

(B) If new keys are needed as a result of lost keys, there will be a \$25.00 charge per key. Under no circumstances are the locks to be changed or added to without permission from the LANDLORD and the LANDLORD must be given a set of the new keys. In the event the locks are installed without a copy given, the LANDLORD shall have the right to remove the lock and replace it, RESIDENT being responsible for any damages as well as the standard replacement charge of \$40.00 per cylinder lock. If the keys are lost, stolen or not returned at the end of the Lease, the above charges for replacement costs will apply.

20. FURTHER RESIDENT AND OR GUARDIAN PROMISES.

If damage occurs and it cannot be traced to an individual, all RESIDENTs residing in a living unit or area are equally assessed for the damages. Frank Dyer Housing determines the costs of the damages. Appropriate charges will be billed against the damage deposit for each RESIDENT AND OR GUARDIAN. In addition to costs legal action may result. The cost of any damages occurring in the common areas (hallways, laundry rooms, stairwells, building grounds, building exteriors, etc.) is divided among all of the RESIDENT AND OR GUARDIANs residing in a particular area at the time the damage occurred. RESIDENTs **may not** conduct their own repairs to damages in an apartment or common area. RESIDENTs who conduct their own repairs will be documented and, if found guilty, may be charged double the cost of repairs for the damage. If there is a problem or damage, contact Frank Dyer Housing immediately.

Frank Dyer Housing respects the RESIDENT's desire for privacy within the realm of the group living experience and protects this privacy. However, in the interest of maintaining an environment that facilitates scholarship and provides for the health and safety of RESIDENT AND OR GUARDIANs, it is occasionally necessary for authorized staff to exercise the contractual right to enter a RESIDENT's room. Frank Dyer Housing has the right, at anytime, without notice, to enter the living areas and complete inspections or to follow up on a lease violation. Staff members entering RESIDENT rooms use discretion. RESIDENT rooms may be entered under the following conditions:

1. To show the room/house/apartment to potential students seeking housing
2. To provide room maintenance or repair service
3. For routine inspections involving health and safety violations. These inspections will occur at least once a semester
4. For emergency situations
5. To maintain an atmosphere that promotes the scholarship of RESIDENT AND OR GUARDIANs (i.e. unattended stereo, alarm clock, telephone, answering machine, open windows etc.).
6. To ensure that room-closing procedures have been followed when a RESIDENT AND OR GUARDIAN vacates a room for a break period
7. If Frank Dyer Housing believes that a room or apartment contains items that are contrary to Lease regulations (which include federal, state, and local laws)

In virtually all cases, some act of misbehavior will precipitate the concerns listed in item #6.

A full listing of rules is available in your lease.