



Residential Life & Housing

Calhoun Lofts Housing Agreement

This Housing Agreement (the "Agreement") is entered into between the UNIVERSITY OF HOUSTON, owner of Calhoun Lofts apartments located at 4700 Calhoun St., Houston, Texas, ("University") and the following resident ("Resident"):

NAME: \_\_\_\_\_ (FIRST) (MIDDLE) (LAST)

TELEPHONE: (\_\_\_\_\_) CELL PHONE: (\_\_\_\_\_) \_\_\_\_\_

PEOPLESOFT ID NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

CURRENT LOCAL ADDRESS: \_\_\_\_\_ (STREET) (CITY) (STATE) (ZIP)

PERMANENT ADDRESS: \_\_\_\_\_ (IF DIFFERENT) (STREET) (CITY) (STATE) (ZIP)

1. General. In consideration of the mutual promises, covenants and conditions hereinafter set forth, this Agreement creates a license for Resident to use the following University campus housing unit (the "Premises", as further described in Paragraph 2) in University's Calhoun Lofts apartments ("Calhoun Lofts") located at 4700 Calhoun St., Houston, TX 77004, such Premises to be used and occupied by Resident for the term indicated in Paragraph 3 (the "Term"). Upon approval, University will assign Resident to a Loft Unit and bedroom at the beginning of the Term and such assignment will be solely at the University's discretion.

- 2. Description of Premises. LOFT UNIT \_\_\_\_\_ in Calhoun Lofts, an apartment consisting of:
( ) Efficiency with Bathroom, Unfurnished except for stove, refrigerator, microwave and garbage disposal
( ) 1 Bedroom/1 Bathroom, Unfurnished except for stove, refrigerator, microwave and garbage disposal
( ) 2 Bedroom/1 Bathroom, Unfurnished except for stove, refrigerator, microwave, dishwasher and garbage disposal
( ) Efficiency with Bathroom, Furnished with stove, refrigerator, microwave, garbage disposal, day bed, dresser and desk
( ) 1 Bedroom/1 Bathroom, Furnished with stove, refrigerator, microwave, garbage disposal, couch, table, 2 chairs and in the bedroom: bed, mattress, dresser, desk, desk chair
( ) 2 Bedroom/1 Bathroom, Furnished with stove, refrigerator, microwave, garbage disposal, dishwasher, couch, table, 2 chairs and in each bedroom: bed, mattress, dresser, desk, desk chair

Tenant's use and enjoyment of LOFT UNIT \_\_\_\_\_ shall be:
( ) Exclusive
( ) Shared with another resident (roommate) whose name is: \_\_\_\_\_
( ) Shared with a Permitted Authorized Guest whose name is: \_\_\_\_\_
( ) Shared with another resident (roommate) whose name is: \_\_\_\_\_; and a Permitted Authorized Guest whose name is: \_\_\_\_\_

3. Agreement Term. The Term will begin on \_\_\_\_\_ and continue for a period of twelve (12) months. Any modification to the Term must be in writing and signed by the authorized representatives of the parties.

4. Rent. All rent ("Rent") is due on the 1st day of the month. Total Rent for the Term is \_\_\_\_\_ payable in monthly installments of \$\_\_\_\_\_. The Rent and all other sums due under this Agreement shall be payable without demand or set off at the Calhoun Lofts business office, on-line through Resident's University of Houston PeopleSoft account, or at such other place as the University may from time to time designate in writing. Such payments may be paid by Resident using lawful money of the United States, check, money order, or cashier's or certified funds. University reserves the right to require payments in the form of cash to be made at specifically designated University location(s) which are equipped to receive cash payments. All checks should be made payable to UNIVERSITY OF HOUSTON. If Rent is not received by University by the due date, Resident shall pay a late charge of twenty-five dollars (\$25) for Rent paid after the 5th day of the month, but on or before the 15th day of the month, and a late charge of fifty dollars (\$50) for Rent paid after the 15th day of the month, and such late charges shall be immediately due and payable. All amounts due to University under this Agreement other than Rent will be collectively referred to as "Additional Rent". Rent and Additional Rent will be collectively referred to in this Agreement as "Rent". The Rent amount above does not include any parking fees which may pertain to Resident. Resident acknowledges that any Rent received by University shall be first applied to any outstanding charges such as late fees, utility charges, return check charges, cleaning service fees, or expenses incurred in replacing or repairing Resident's damages to the Premises, Calhoun Lofts or the furnishings and fixtures contained therein, or fines for violation of rules and regulations incurred by Resident, and the balance shall be applied to the current Rent due to University. If payment made by Resident is insufficient to cover the total charges outstanding, then Resident shall immediately pay the shortage, plus any applicable late charges. Resident shall pay to University a charge of twenty-five dollars (\$25) for any check returned for non-sufficient funds, or for any check that fails to clear the issuer's bank. This charge shall be due and payable immediately upon notification to Resident. If Resident is more than sixty (60) days delinquent in paying Rent or Additional Rent, University shall have the right to report such delinquencies to any or all credit reporting agencies. If Resident is late in making Rent payments in two (2) consecutive months or three (3) or more times within a six (6) month period, at the discretion of University, University may charge a daily late fee of ten dollars (\$10) per day up to two hundred dollars (\$200) (or the maximum permitted by applicable law, if lower). University may exercise any available legal rights with respect to Resident's payment delinquencies. As permitted by law, such rights may include some or all of the following: withholding Resident's right to register for classes; withholding Resident's transcripts, financial aid awards and/or grades.

5. Premises Assignment. While consideration is given to the Resident's preference for an apartment building and unit, the University assigns accommodations according to the Resident's priority, available apartments, and rules governing housing for students with accessibility needs. University assigns residents to the Premises without regard to race, color, creed, age or national origin.

6. Occupancy. The Premises may be occupied only by Resident unless otherwise specified in Paragraph 2. Persons not listed above shall not stay in the Premises for more than any two (2) consecutive nights without University's prior written consent and no more than four (4) nights total in any calendar month without University's prior written consent. Residents who lose their status as enrolled students may no longer be eligible to reside at Calhoun Lofts beyond the Term of this Agreement.

7. **Permitted Authorized Guests.** Resident may seek permission from University for an acquaintance (“Permitted Authorized Guest”) to reside in the Premises. University may approve or deny such request in its sole discretion. Application paperwork setting forth the details of the Permitted Authorized Guest program is available from University upon request.
8. **Credit Check; Guaranty.** Resident agrees that University may obtain a credit report (or summary thereof) or credit scoring of Resident’s credit history prior to University’s execution of this Agreement. If University determines that Resident has a credit history of delinquent payments, defaulted obligations or an overall negative credit history indicating that Resident may be a poor credit risk, then University may rely on such credit information in deciding whether to enter into this Agreement or whether a third-party guaranty will be required as a condition of this Agreement.
9. **Security Deposit.** Resident shall deposit with University the sum of three hundred dollars (\$300) as a security deposit for Resident’s performance of the terms and conditions of this Agreement. Prior to expiration of the Term, Resident shall provide University at the business office of Calhoun Lofts written notice of Resident’s permanent forwarding address. If Resident fails to provide such address, then University shall be entitled to forward all notices and refunds to Resident’s “permanent address” as set forth above. As permitted by law, University may use, apply, or retain all or part of the security deposit for: (i) payment of any Rent or any other amounts due from Resident, (ii) reimbursement to University for any damage to the Premises or other property of University caused by Resident or Resident’s guests, or (iii) any other sum owed by Resident to University as a result of the Resident’s default of this Agreement. In the event Resident complies with all of the terms and conditions of this Agreement, any security deposit balance due to Resident will be refunded within 30 days following the expiration of the Term.
10. **Room Reassignment.** If the Premises assigned to Resident are not ready for occupancy at the commencement of the Term, as determined solely by University, University reserves the right to temporarily reassign Resident to another available unit in Calhoun Lofts or to a comparable room in University housing (either on campus or off-campus). Resident may request relocation to a different unit within Calhoun Lofts by submitting a written request to the Calhoun Lofts business office. If a different unit is available and if University grants the relocation request in its sole discretion, resident may incur a one hundred and fifty dollar (\$150) processing fee.
11. **Release from Agreement.** Subject to the requirements of this section, University shall not unreasonably deny Resident a release from this Agreement if Resident: (i) withdraws from the University for medical reasons which are documented by a physician; (ii) is denied admission to University; (iii) is placed on academic suspension by University; (iv) is placed on academic dismissal by the University; or (v) is placed on active military duty (items (i) through (v) collectively referred to as a “Qualifying Event”). In order to request such a release, within seven (7) days after a Qualifying Event, Resident shall submit to University at the Calhoun Lofts business office a letter requesting release from this Agreement, along with correspondence from the University’s Registrar’s Office or Dean’s Office or from Resident’s physician or military commander, as applicable, confirming the existence of a Qualifying Event. Within seven (7) days of receiving such documentation, University will provide a written response granting or denying Resident’s request for a release from this Agreement. If University grants the request, Resident shall vacate the Premises and remove Resident’s personal property by the earlier to occur of: (i) fourteen (14) days after the date on University’s written notice to Resident granting release; or (ii) two (2) days after the Resident’s last final exam of the then-current academic term. Any release granted by University shall not relieve Resident of its obligations incurred prior to the effective date of such release and such release will not be effective until Resident has complied with all such obligations. If Resident has prepaid any sums due hereunder other than a security deposit, University shall reimburse Resident for such amounts. Any release from this Agreement approved by University for reasons other than a Qualifying Event, may be subject to a two hundred and fifty dollar (\$250) early termination fee in addition to University’s other remedies in this Agreement.
12. **Furnishings and Facilities.** University will furnish Resident’s Premises if so noted in Section 2 above. Resident assumes full responsibility for such furnished items and agrees to return same to University at the expiration of the Term in as good a condition as when received with normal wear and tear excepted. Resident also shall have non-exclusive use (at times scheduled by University) of all the common facilities at Calhoun Lofts, including public and private courtyards, terraces, fitness equipment, cyber lounge, first floor lounges, catering kitchen, theater room and computer lab. Occasionally these areas may be reserved for exclusive use by residents or others at the sole discretion of University. From time to time, the common facilities may be closed for repairs, during holiday periods or for renovation. However, Resident shall not receive a Rent credit or refund because of such closed periods. Resident shall be responsible for all loss, breakage or other damage or destruction to the items furnished to Resident’s Premises, and to the Calhoun Lofts common areas caused by Resident or Resident’s guests.
13. **Condition of Premises.** At the commencement of the Term, Resident shall conduct an inspection of the Premises, and all furnishings and fixtures. If the Premises or any of the furnishings or fixtures are not in good repair, or are otherwise damaged, then Resident shall provide written notice to University of such condition(s) within forty-eight (48) hours after commencement of the Term. If Resident fails to provide University with such written notice, then Premises, fixtures and furnishings shall be deemed in good repair, intact and not otherwise damaged. Upon termination of this Agreement, Resident shall deliver the Premises, furnishings and fixtures in clean, sanitary and good condition with normal wear and tear excepted and Resident shall remove from the Premises Resident’s personal property and all items that were not furnished by the University. Resident and University will conduct an inspection of the Premises upon Resident’s surrender of the Premises.
14. **Utilities and Services.** University shall pay the costs associated with providing the following utilities and services in the Premises: gas, water, sewer, local telephone service, ATT U-verse 100, ethernet data service and direct connection to an Internet service provider and/or a University network. Resident shall not: (i) resell or redistribute the ATT U-verse service or otherwise charge others to use it; (ii) use the service for commercial purposes; or (iii) use the service for operation as an Internet service provider for the hosting of websites or for any business enterprise. University reserves the right to limit the amount of bandwidth available to Resident. Any long distance charges billed to Resident’s telephone service as well as any charges or costs necessary to upgrade Resident’s ATT U-verse services shall be Resident’s sole responsibility. University shall also pay the costs associated with providing electricity in the Premises, subject to the following monthly maximum contributions from University (“Maximum Contribution”): (i) twenty-five dollars (\$25) per month for the efficiency unit or one-bedroom unit; and (ii) fifty dollars (\$50) per month for the two-bedroom unit. Any additional costs for electricity consumed at the Premises will be Resident’s responsibility. If the cost of providing electricity exceeds the Maximum Contribution, then University shall provide Resident with an invoice itemizing Resident’s portion of such extra usage – as determined by dividing the total cost of the extra electricity usage by the number of residents occupying the Premises. Resident shall pay the invoice by the due date contained in the invoice, or may incur a late charge of twenty-five dollars (\$25). In recognition of national energy conservation efforts, Resident agrees to use the utilities in a conservative, economic manner. Neither University nor any agent of University shall be liable for damage to person or property resulting directly or indirectly from the interruption of any utility or service or the failure of any defect in any equipment or appliance serving the Premises or Calhoun Lofts.
15. **Right of Entry.** University may enter the Premises at all reasonable and necessary times to inspect the Premises for any purpose connected with maintenance, housekeeping, health and safety inspection, pest control, initiating improvements or repairs, ensuring evacuation during emergencies or emergency test drills, or for any other purpose reasonably connected with University’s interest in the Premises. Upon providing reasonable advance notice, University may enter the Premises for the purpose of displaying the Premises to prospective residents.
16. **No Liability of University.** University, its officers, agents and employees shall not be liable in any manner for any loss, injury or damage to Resident, its agents, guests, and licensees, including but not limited to, acts of theft, burglary, vandalism, assault or other crimes or occurrences. Resident assumes all risk of loss or damage of Resident’s property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other resident or person. Resident agrees to indemnify and hold harmless University, its officers, agents and employees from and against any and all claims for injury, loss, or damage to person or property, regardless of cause, arising out of or resulting from injury, loss, or damage alleged to have been sustained by Resident. Resident is encouraged to carry renter’s insurance coverage or similar insurance to cover any loss or damage to personal property. Loss due to alleged theft should be reported immediately to the local police department and to University at the Calhoun Lofts business office.
17. **Damage, Condemnation or Destruction of Premises.** If, in the opinion of the University, the Premises or Calhoun Lofts become un-tenantable during the Term because of damage, condemnation or destruction by fire or other casualty, University shall have the right to terminate this Agreement, or reassign Resident to similar accommodations within Calhoun Lofts or another campus housing facility and repair and restore the Premises. In the event such damage, condemnation or destruction

occurs and is not the fault of Resident or Resident's agents or guests, Resident's obligation to pay Rent shall be abated only if University terminates this Agreement or does not furnish Resident with similar accommodations at Calhoun Lofts or another campus housing facility.

18. **Default.** In the event University fails to fulfill its obligations in this Agreement, Resident shall provide to University written notice of such alleged failure and a reasonable period of time (not less than 30 days) for University to remedy the alleged failure. Resident's failure to fulfill its obligations in this Agreement will constitute a default and University may exercise any legally available remedies, including but not limited to, those related to retaining Resident's security deposit, evicting Resident and removing Resident's property from the Premises without liability.
19. **Use of Premises.** Resident shall use and occupy the Premises solely for private dwelling purposes relative to occupant's participation in the educational mission of the University, and, except as otherwise set forth in this Agreement, shall not conduct any commercial enterprises in the Premises. Resident shall comply with all laws, regulations, ordinances and rules and regulations, and shall refrain from any disruptive behavior or conduct.
20. **Resident's Maintenance Obligations.** Resident shall maintain the Premises in good and clean condition with reasonable wear and tear excepted. Resident shall not make alterations or additions to the Premises, including but not limited to, painting walls, without University's prior written consent. Resident shall promptly report any maintenance needs or damage to University. Resident shall reimburse University for all expenses incurred in connection with any repairs resulting from the actions of Resident or Resident's guests.
21. **Assignment or Subletting.** Resident shall not assign this Agreement or sublet all or any part of the Premises, or otherwise allow any person other than a Permitted Authorized Guest to share or otherwise occupy the Premises without the prior written consent of University. If University provides such consent, Resident shall remain responsible for all obligations in this Agreement unless University agrees otherwise in writing.
22. **Late Arrival.** Unless Resident requests and receives from University a written extension of the Term commencement, University is not obligated to reserve the Premises for Resident beyond noon (Central Standard Time) on the first day of University classes during the Term ("Class Commencement"). If Resident checks in at the Premises after Class Commencement, University will use reasonable efforts to assign Resident to another space within Calhoun Lofts if space is available and if Resident's original Premises have been reassigned. If no space is available, Resident's security deposit will be subject to forfeiture.
23. **Abandonment.** Resident will be deemed to have abandoned the Premises if: (i) University reasonably determines that Resident has moved out of the Premises; (ii) Resident appears to be absent from the Premises for at least five (5) consecutive days while the Resident is delinquent in payments owed to University under this Agreement; or (iii) the Term has expired. In such cases, University may enter the Premises and remove and dispose of Resident's personal property as permitted by law.
24. **Fitness Facilities Waiver.** In consideration of University's permission for Resident to use the fitness facilities at Calhoun Lofts, the Resident waives any and all claims that may be asserted against University or University's agents, representatives, employees or contractors, arising from or with respect to Resident's use of these facilities. This waiver also applies with respect to any injury or illness that may result (directly or indirectly) from any utilization of the fitness facilities. If Resident uses the fitness facilities, Resident represents and warrants that Resident is in proper physical condition to use these facilities and has read, understands, and will comply with all posted and/or published warnings, rules, regulations and hours of operation. **RESIDENT IS STRONGLY ENCOURAGED TO SEEK AND FOLLOW ADVICE OF RESIDENT'S DOCTOR OR OTHER HEALTH PROFESSIONAL BEFORE BEGINNING A FITNESS PROGRAM.**
25. **Governing Law; Venue.** This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Harris County, Texas.
26. **Severability.** The invalidity of any provision of this Agreement or of its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision and all the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
27. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and may only be modified in writing and signed by the authorized representatives of the parties.
28. **Right of Refusal.** Until University has executed this Agreement, University shall have the right to refuse acceptance of Resident for any lawful reason. In the event of refusal, University shall refund to Resident, if applicable, the security deposit and any previously paid Rent.
29. **Headings.** The headings preceding each paragraph are inserted merely as a matter of convenience and do not define, limit or explain each paragraph.
30. **Persons Bound.** All of the terms, provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of University and Resident, their legal representatives, successors and assigns.
31. **Time is of Essence.** Time is of the essence with respect to this Agreement.
32. **Waiver.** University's failure to insist upon strict performance of any term or condition of this Agreement or to exercise any right herein shall not be deemed a waiver or relinquishment of any right or remedy of University.
33. **Attorney Fees; Collection Expenses.** If University incurs expenses in an effort to collect amounts due from Resident under this Agreement or prevails in an action arising out of the interpretation or enforcement of this Agreement, Resident shall reimburse University for the attorney fees and reasonable costs incurred by University in connection with such efforts.
34. **Indemnification.** Resident shall hold harmless and indemnify University, its agents, employees, successors and assigns, against all actions, causes of actions, claims, liabilities and damages of every kind and nature to persons and/or property arising out of or resulting from the acts or omissions of Resident, Resident's guests and/or invitees. This indemnification shall also include reasonable expenses, including attorney fees, incurred by University in connection with the defense payment and/or settlement of any such actions, causes of actions, liability and damages.
35. **Additional Requirements.** Resident and Resident's guests shall comply at all times with the attached Rules and Regulations, including any future modifications to such rules and regulations, all of which are incorporated herein by reference and included in the defined term "Agreement." University shall use reasonable efforts to provide prompt notification of any such modifications. Resident is responsible for the actions of its guests and ensuring their compliance with the terms of this Agreement.

RESIDENT:
Signature:
Printed Name:
Date:

UNIVERSITY:
Signature:
Printed Name:
Date:

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## RULES AND REGULATIONS - CALHOUN LOFTS

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These Rules and Regulations are incorporated by reference into the attached Calhoun Lofts Housing Agreement (“Agreement”) between University and Resident and are made a part thereof. These Rules and Regulations are promulgated for the purposes of: (i) preserving the welfare, safety, and convenience of residents in Calhoun Lofts; (ii) making a fair distribution of services and facilities for all residents; and (iii) preserving University's property from abusive treatment. All capitalized terms not defined in these Rules and Regulations have the same meaning assigned to them in the Agreement.

1. Solicitation and/or canvassing of any kind, without the prior consent of the University, will not be permitted in the Premises or Calhoun Lofts. Residents are requested to notify University upon witnessing any such activity.
2. Residents must use customary diligence in maintaining the Premises and not damaging or littering the common areas. No stickers may be placed inside or outside the Premises. Residents may use a reasonable number of small nail holes for hanging pictures on sheetrock walls. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks. All interior and exterior doors of the Premises and Calhoun Lofts shall remain free of nails and screws or any other materials or substances that would damage the original surface. Residents will be responsible for any charges related to damage caused from affixing decorations or other items on the interior or exterior of the Premises or Calhoun Lofts. Any questions should be directed to the Calhoun Lofts staff.
3. Children are not permitted to reside in Calhoun Lofts unless University provides prior written approval.
4. Pets and animals of any kind (including, but not limited to, mammals, reptiles, birds, fish and insects) are prohibited in the Premises and Calhoun Lofts. In University's sole discretion, exceptions may be made in writing for trained guide animals necessary for Resident's certified health-related purposes. In the event of a violation of this rule, a one hundred dollar (\$100) fine will be assessed against the Resident, and University, at its discretion, may declare Resident to be in default of the Agreement. In the event of a subsequent violation, a two hundred dollar (\$200) fine will be assessed against Resident and the University may, at its discretion, declare Resident to be in default of the Agreement.
5. Tampering with utilities, utilities systems, computer systems, or rewiring cable, telephone or electrical outlets is prohibited.
6. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, residents are to vacate the Premises immediately. Residents will be instructed by University or Calhoun Lofts staff when they will be allowed to return to the Premises. Residents who do not vacate the Premises during a fire alarm or other emergency signal are subject to disciplinary action. Intentional sounding of an alarm in a non-emergency situation is a criminal offense and a material breach of the Agreement. At commencement of the Term University will test the smoke detectors in Premises for proper operation. Upon notification by Resident, University will replace smoke detector batteries. Tampering or altering smoke detectors will result in a twenty-five dollar (\$25) fine by management. Fire Marshal fines may be much higher and will be Resident's obligation.
7. Storage, possession or use of personal barbecue grills in or on any building, walkway, stairway or balcony of the Premises or Calhoun Lofts is prohibited.
8. In addition to other restrictions contained in the Agreement and these Rules and Regulations, the following items are prohibited in the Premises and Calhoun Lofts:
  - a. candles, kerosene and gas lamps
  - b. construction barriers, street signs, newspaper machines or any other items that constitute stolen property
  - c. darts and dart boards, water beds and liquid-filled furniture
  - d. explosive, flammable or otherwise hazardous substances including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals
  - e. firearms, handguns, fireworks and dangerous weapons including, but not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nunchucks, switchblades and explosives
  - f. major appliances (such as washers, dryers, etc.) except those provided by University
  - g. space heaters, halogen lamps, and other heating devices that may present a fire hazard
  - h. aerials, masts and other short wave radio transmitting equipment
  - i. live-cut Christmas trees
  - j. drug paraphernalia including, but not limited to, bongs, hash pipes, blow tubes and water pipes
  - k. motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to apartments or buildingsIf prohibited items are observed in the Premises or Calhoun Lofts, the items may be confiscated and disciplinary action may be initiated against the responsible parties.
9. Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts are permitted. Resident should check with University regarding permissibility of other small appliances.
10. Everyone in the Premises and Calhoun Lofts shall conduct themselves in an orderly manner and shall not cause or permit any loud, threatening, violent, obnoxious or offensive conduct or otherwise disturb the privacy, comfort or quiet enjoyment of other residents and guests.
11. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other residents and guests.
12. No percussive or electronically amplified musical instruments may be played on the Premises or Calhoun Lofts with the exception of scheduled student activities in common areas organized by the University or Calhoun Lofts management/staff. Non-electronically amplified acoustic instruments may be played in the Premises or in Calhoun Lofts at a level that does not annoy or interfere with the quiet enjoyment of the other residents and guests.
13. No incense or similar odor producing items shall be used in the Premises or Calhoun Lofts.
14. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas designated for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles or any other structure. Bicycles may be removed from such areas by University and a twenty-five dollar (\$25) removal fee will be charged to the owner of the bicycle. University shall not be liable for damage or loss of any bicycles.
15. Residents will not be permitted to construct lofts, wall partitions or any similar structure without the written consent of the University.
16. All residents shall comply with Quiet Hours and Courtesy Hours posted in the Premises and Calhoun Lofts and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. Guests and visitors may only be in the recreational areas when accompanied by Resident.
17. Residents of Calhoun Lofts and guests are required to comply with federal, state and local laws regarding the distribution, possession and consumption of alcoholic beverages. Residents and guests shall also comply with the University of Houston Alcohol Policy at all times. Possession and consumption of alcoholic beverages in public areas is prohibited at all times.
18. Residents shall observe good taste and common sense in decorating the Premises. No articles may be displayed in windows or in other manners subject to public view from the outside. Decorations must be made of a fire retardant material.

19. All trash and refuse from apartments should be placed in parking lot dumpsters provided by University and not left in the Premises or in any other areas of Calhoun Lofts. Residents **SHOULD NOT** deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. Failure to comply with these requirements will subject Resident to a twenty-five dollar (\$25) service charge which will be immediately due and payable.
20. It is the responsibility of the Resident to clean and maintain Resident's Premises in a sanitary and safe condition.
21. Parking is permitted in specified areas in accordance with University regulations. Some spaces are 20-minute parking, some are drop-off, some are metered, while others require a permit for which the Resident must pay. Possession of a parking permit does not guarantee the availability of a space. Parking double, in fire lanes, in spaces designated for handicapped persons, in staff spaces or spaces assigned to other people will result in the vehicle being ticketed or towed at vehicle owner's expense. University is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing oil) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by University. Vehicles deemed inoperable or in disrepair by University may be removed at owner's cost if the vehicle is not timely removed after one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle. The parking lot is for wheeled motor vehicles only. Storage of boats, other motorized crafts or trailers is not permitted.
22. No furniture is to be removed from the public areas of the Calhoun Lofts. Failure to comply with this restriction will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
23. Locks may not be altered, changed or added by Residents or guests under any circumstances. Keys are the property of University and must be returned to University at the earlier to occur of: (i) the end of Resident's occupancy of the Premises; or (ii) the expiration or termination of the Agreement. Duplication of keys is prohibited. Charges of five dollars (\$5) per key will be due for each key that is damaged. Charges of one hundred dollars (\$100) will be made to re-key the entire apartment due to a lost key. University may, from time to time and without prior notice, change locks at the Premises for security purposes. In such event, Residents will be instructed to exchange keys at the leasing office.
24. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots.
25. No storage for unwanted furniture is available. Residents are responsible for returning furniture to its original position prior to the end of Resident's occupancy of the Premises. Residents shall not remove University-owned furniture or other property from the Premises at any time.
26. Smoking is not allowed in any public areas, e.g. hallways, lounges, laundry room, etc. A limited number of units may be established in certain designated section(s) of Calhoun Lofts where smoking is permitted, subject to the agreement of all people residing within the particular unit. Requests for one of these apartments should be directed to Calhoun Lofts management. The decision to grant this request rests solely within the discretion of Calhoun Lofts management. Outside smoking is permitted only in designated smoking areas.
27. Operating a computer server or connecting such computer server to the data connections within the Premises or Calhoun Lofts is prohibited.
28. Operating a business venture from the Premises and Calhoun Lofts is prohibited.
29. The possession, use, manufacturing, sale or distribution of illegal drugs or chemicals is prohibited. Residents or guests who violate this policy will be turned over to the law enforcement and/or University authorities and will face disciplinary action, including but not limited to, possible eviction. Contraband inspections utilizing contraband detection canines and other available resources may be conducted on an unannounced basis. As permitted by law, community common areas, individual rooms and automobiles will be subject to inspection.
30. Gambling is prohibited in the Premises or Calhoun Lofts.
31. Hazing by any club, group, organization or individual is strictly forbidden. Hazing includes "any act that injures, degrades or disgraces any fellow resident, student or person."
32. Signs, posters and similar items to be displayed in Calhoun Lofts (outside the Premises) must be approved by University and posted in accordance with such approval.
33. Laundry facilities are for residents' use only.
34. To minimize the occurrence and growth of mold in the Premises, Resident shall:
  - a. remove any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Premises at reasonable levels.
  - b. clean and dust the Premises regularly and keep the Premises clean, particularly the kitchen and bathroom(s).
  - c. promptly notify management in writing of the presence of the following conditions:
    1. a water leak, excessive moisture or standing water inside the Premises or in any community common area
    2. mold growth in or on the Premises that persists after Resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach
    3. a malfunction in any part of the heating, air-conditioning, or ventilation system in the Premises
35. Throwing, dropping, or hanging any objects from windows and balconies in Calhoun Lofts constitutes a danger to other residents and the facilities and is expressly prohibited. Violators will be subject to immediate eviction and disciplinary action.
36. To the extent permitted by law, University reserves the right to prohibit convicted sexual offenders from residing on the University campus, including the Premises and Calhoun Lofts.
37. Causing or maintaining a nuisance or participating in or allowing any disorderly or illegal behavior is prohibited.
38. Resident shall also comply with all University rules, regulations and procedures applicable to Resident as a University student.

Resident shall be liable to University for damages sustained to the Premises or Calhoun Lofts as a result of a failure to comply with the terms of the Agreement. Except as otherwise set forth in these Rules and Regulations, University may impose a fine for any violation of these rules and regulations.