

# PRIVATEER PLACE

## Community Policies

**WELCOME TO PRIVATEER PLACE APARTMENTS**, the unique residential community for students, faculty, staff, and affiliates of The University of New Orleans (or the "University") and, if permitted by Owner, other institutions of higher education. This Property is only for residents who appreciate a beautiful environment and the convenience of on-campus apartment living, and who will 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. The Property will be governed by the rules of common courtesy and common sense.

You must follow the University of New Orleans **STUDENT CODE OF CONDUCT**. *By residing at Privateer Place, a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of The University of New Orleans and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University and/or lives at Privateer Place is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be held liable regardless of whether such conduct is specifically outlined in the Student Code of Conduct. If you violate this Lease, you may be required to attend a meeting with a representative of Owner or Manager, and the outcome and matters discussed therein may be shared with the University or the university/college in which you attend. Guarantors and other third parties may not attend such meetings unless Owner or Manager agrees otherwise. Your violation, including any incident reports, may also be reported to the UNO Office of Student Accountability and/or to the UNO Police Department and/or the university/college which you attend. The University may impose additional sanctions in accordance with University policy and procedures, in addition to the remedies set forth in this Lease.*

## SAFETY

**S1. SECURITY** - It is not possible for any apartment owner or manager to insure "security" or "safety." For your convenience, many features, such as eight-foot perimeter fencing, deadbolt locks, and limited access gates are provided. The University Police Department provides police services in the Property 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 the University 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 the University Police at 504-280-6666 and report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

**ACCESS TO THE PROPERTY.** Your access fob/key contains your personal electronic code. Your acceptance and use of the access fob/key is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen fob/key to us. Your number can then be programmed out of the computer to prevent unauthorized use of the fob/key. Lost, stolen or damaged fob/key will be replaced for a \$50.00 charge. This charge offsets the cost of the fob/key and the cost of reprogramming the computer.
- B. Your right to use the access fob/key ends when your lease ends or is terminated. You must return all fobs/keys at that time. If you fail to return the fob/key when your lease ends or is terminated, you will be charged \$50.00.
- C. Do not let other people use your fob/key. Do not duplicate any fob/keys.
- D. Mere possession of a fob/key does not necessarily confirm right of entry. Therefore, please do 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 fob/key.

To avoid damage to your vehicle and to the vehicle access gates, pass through the gates carefully. Do not tailgate and follow other cars through the gate. We will not pay and are not responsible for any damage to your car. You may be sanctioned, incur a fee, and/or charged for the repair costs of any damage to gates caused by vehicles driven by you or your guests. People who vandalize the gates will incur a fee, required to pay the costs of repairs, and may face disciplinary action and/or criminal prosecution.

### PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you are inside.
- Use deadbolt locks on the doors while you are inside. You are responsible for providing access to roommates.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. *Do not open the door if you have any doubts.*
- Do not put your name, address or phone number on your key ring.
- If you are concerned because you have lost your key/fob or if someone else has your fob/key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
- Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire and EMS. If an emergency arises call the appropriate governmental authorities first, and then call us. You may also dial UNO Police Department at (504) 280-6666.
- Check your smoke detector monthly 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 writing, dated and signed:
  - 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 at night.
- Mark or engrave identification on valuable personal property.

### PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you are gone. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch and sliding door security bar.
- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Do not give entry codes or electronic gate 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 the leasing office (by written notice) and your friends know if you will be gone for an extended time. Ask your neighbors to watch your

apartment 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 door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys 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.
- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.
- Do not 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.
- Do not 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 cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

#### **STATUTORY NOTICE**

The Louisiana Bureau of Criminal Identification and Information maintains a State Sex Offender and Child Predator Registry, which is a public access database of the locations of individuals required to register pursuant to LSA-R.S. 15:540 et seq. Sheriff's Departments and Police Departments serving jurisdictions of 450,000 or more persons also maintain such information. The State Sex Offender and Child Predator Registry database can be accessed at <http://www.lsp.org/socpr/default.html> and contains addresses, pictures and conviction records for registered offenders. The database can be searched by zip code, city, parish or offender name. Information is also available by phone at 1-800/858-0551 or 225/925-6100 or mail at P.O. Box 66614, Mail Slip #18, Baton Rouge, LA 70896. You can also e-mail State Services at [SOCPR@dps.state.la.us](mailto:SOCPR@dps.state.la.us) for more information.

## **COMMUNITY LIVING**

**L1. FIREARMS / WEAPONS** – Subject to applicable law, Resident must comply with any University policy related to firearms and other weapons.

**L2. ALCOHOL** - Possession or consumption of alcoholic beverages by you and your guests at Privateer Place must be in compliance with local, state and federal laws, and with the rules and regulations of the University. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios, walkways, pool areas, gazebos, or courts. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

**L3. DRUGS AND ILLEGAL SUBSTANCES** - Use, possession and/or distribution of drugs and/or illegal substances is strictly prohibited and will result in eviction and referral to the University accountability officer and law enforcement agencies. This includes possession of any drug paraphernalia.

**L4. VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, apartment mates, visitors, Privateer Place staff, and University 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 Privateer Place staff and University 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. While we may establish specific "quiet hours," 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 (anything over reasonable conversation), 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. BARBECUE GRILLS** - The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of each building and on the unit patios and balconies. After you use the community grills provided, please leave the equipment, grills, and area clean for the next person. Flammable liquids may not be stored in your apartment.

**L8. SMOKE DETECTORS** – Prior to the start of your Lease, and on an ongoing monthly basis, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a \$100.00 fee.

**L9. 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, pool area, or other common areas. You and your guests are required to follow the posted rules and regulations.

**L10. TOBACCO USE PROHIBITED** – In accordance with state law and University Policies, we do not allow tobacco use anywhere on the Property, including in our office, the model apartments, the clubroom or the laundry rooms. The use of e-cigarettes is prohibited in and around your apartment and on all University property. Smoking or other tobacco use within an apartment is not permissible. You will be assessed a \$100 fee each time you are found in violation of this policy, in addition to any cleaning or damage costs associated with smoking in the apartment. Evidence of smoking may include, but is not limited to, ashes, odor, cigarette butts, smoke, and paraphernalia.

**L11. NUMBER OF OCCUPANTS** - Other than co-residents or authorized occupants, no one else may occupy the Premises. Persons not listed in the Lease may not stay in the Premises for more than two (2) consecutive days without our prior written consent, and no more than twice that many days in any one month.

**L12. VISITORS** - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. Guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester, and six (6) nights

during summer sessions. Guests staying more than 48 hours without our permission shall be considered an unauthorized guest. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease.

**L13. MINOR CHILDREN** - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.

**L14. APARTMENT UNITS** – We recognize the importance of personalizing your Apartment. 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, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fees and costs.

- A. We do not allow hot plates in your Apartment.
- B. We do not allow multiple-outlet, "octopus," plugs in your Apartment 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. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.
- D. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
- E. All decorations should be temporary in nature to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, or any other method that will not damage painted wall surfaces. No wallpapering or painting is permitted in your Apartment.
- F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads. Damage to these may result in flood damage for which you will be responsible. Tampering with fire safety equipment (including fire sprinkler heads and smoke detectors) will result in a \$250 fee being assessed against you and/or your eviction.
- I. No items are allowed to block the window from the window blinds, this includes but is not limited to paintings, aluminum foil, curtains, blackout shades or films, etc. Curtains are allowed in front of your window blinds but they cannot block the window from the blinds.
- J. You may not display (through any means) any items visible from the exterior of the apartment from their windows or balconies.

**L15. ROOMMATE AND 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 roommates/neighbors and our staff. A roommate/neighbor agreement may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor agreement if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$75.00 transfer fee to change apartments.

**L16. IMPLIED CONSENT** – All students in a room/area are responsible for behavior/objects in that room or area. In addition, residents 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 implied consent. If a resident is not present, he/she is responsible unless clearly demonstrated that he/she had no knowledge of the violation.

**L17. CHRONIC MISBEHAVIOR** – A resident establishes an unacceptable pattern of misconduct when he/she frequently violates stated policies, 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.

**L18. RECORDING CONVERSATIONS.** Neither Owner (including Manager and their respective employees, officers, directors, representatives or affiliates) (collectively, the "Owner Parties") nor Resident shall record any telephone or other verbal conversations (including video and audio recordings) with the other party using a recording device (including a cellular telephone or any other electronic device) unless the other party or parties that are privy to such conversation clearly and unequivocally consent to same, as evidence by such recording. A violation of the foregoing is a default under the Lease which entitles the Owner Parties to exercise any and all remedies set forth therein, and shall also entitle the Owner Parties to recover damages (whether actual, consequential or both), attorneys' fees and costs in litigation, mediation or arbitration. To the extent permitted by applicable law, any recorded conversation shall not be admissible as evidence in any proceeding unless consented to by both parties. The provisions of this section survive the expiration or earlier termination of the Lease.

**L19. HOVERBOARDS** - The use, possession or storage of hoverboards or similar electronic, self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

## **OFFICE & MAINTENANCE SERVICES**

**O1. OFFICE HOURS AND SERVICE PROCEDURES** - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, the phones will be transferred to an answering machine for messages. A staff member is also available after hours by dialing 504-810-9123. A 25.00 fee is collected for after-hour lockouts. If a replacement key is needed there will be a \$50.00 fee, totaling \$75.00. 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 apartment home. We demand high standards of service from our suppliers, subcontractors, and service personnel. During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager and immediately call the Resident Assistant that is on-call. For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. 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 you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Campus Living Villages, to the attention of Vice President of Operations, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871.5100. Emergency maintenance includes power failures, losses of heat (if the outside temperature is below 40 degrees F), losses of air conditioning (if the outside temperature is above 90 degrees F), and rising water. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.

**O3. CARPET CARE** – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). A vacuum cleaner is available for your use at our office during normal office hours. Proper identification is required.

## **COMMUNITY CLEANLINESS**

**C1. APARTMENT CLEANLINESS** –You must maintain your Apartment in a clean, orderly and sanitary condition at all times for purposes of hygiene and

in preparation of new roommates. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- A. If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, a \$100.00 cleaning charge will be assessed among all roommates.
- C. You must prepare your apartment when a new resident moves in, including cleaning the common areas within your apartment and ensuring that common storage space is available for all roommates. If you violate this policy or take any action or inaction that prevents a newly assigned resident from occupying his/her bedspace, as determined in our sole discretion, you may incur a fee.

**C2. TRASH** – Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash in front of or in between the dumpsters and the fence. Do not put your trash in the trashcans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 fee (per bag or box) if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters).

**C3. PATIOS & BALCONIES** – Keep patios and balconies clean and uncluttered at all times. Only appropriate patio/balcony furnishings should be used. You are allowed to have patio furniture and foldable lawn chairs on the patio/balcony. Unapproved items on patios and balconies include, but are not limited to, metal folding chairs, cleaning supplies such as brooms, mops, vacuums, etc., potting soil, towels, signs and any other items deemed inappropriate by us. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to, boxes, tires, recyclables, and broken furniture. No apartment furniture is allowed outside the apartment. Failure to remove apartment furniture after an initial warning will result in a fee being assessed against you. In addition, you will be charged for the replacement of and/or repair costs of any furniture items that become damaged.

## **AMENITIES**

**A1. LAUNDRY FACILITIES** - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry and/or missing or damaged items. Residents should never leave their laundry unattended. Any laundry left unattended overnight may be disposed of daily.

**A2. CLUBHOUSE USE** - We will utilize the community's clubroom for a variety of educational, recreational, and social programs. The clubroom is also available for your use (i.e., study groups, organization meetings, etc.), but a request must be submitted and approved in writing in advance of the event. For further information on utilization of the clubroom facilities, please contact our office.

**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 and may not promote the use of alcohol.

**A4. PARKING AREAS & PERMITS** - All vehicles that you operate on the property must be registered and renewed each August with Privateer Place. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. All vehicles that have not been properly registered may be towed at the owner's expense if the vehicle is not located in a designated visitor's space. You may not maintain, repair or wash vehicles on the property. Inoperable vehicles will be towed with written notice at your expense. You may have one vehicle registered in you or your parent's name parked on-site at any time.

**MOTORCYCLES** – Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at the University Police Department. 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 parking space.

**BICYCLES** – Ride bicycles on the streets only. Do not chain bicycles to trees, stairwells, or fences. Do not block access to or from an apartment. If you keep a bicycle on the property, you do so at your sole risk of loss or damage.

**A5. SWIMMING POOL** - The following rules shall apply to all residents and their guests.

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation. Current operating hours are 10:00 a.m. through 8:00 p.m.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcohol or drugs may be excluded from the pool area.
13. No diving is permitted.
14. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.
15. Residents and pool guests are required to wear a Privateer Place wristband while in the pool area.
16. Additional Pool Guest Policies: A Resident is allowed no more than two (2) guests in the pool area at one time. Residents must accompany their guests at all times.

**A6. BASKETBALL AND VOLLEYBALL COURTS** – Residents must accompany guests at all times. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times. Please follow posted hours of operation. Glass containers, horseplay and loud noises are prohibited. Operating hours for the courts are 10:00 a.m. to 8:00 p.m. seven days a week.

**A7. NETWORK ACCEPTABLE USE POLICY** - As a condition of your continued access to Wi-Fi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims

against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

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

#### **Prohibited Uses**

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.
- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy.
- Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy, or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

#### **Reporting Violations and Other Terms**

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 2000 Lakeshore Drive in New Orleans, Louisiana, 70148, Attention: General Manager and 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel.
- To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.

# PRIVATEER PLACE

## PEST ADDENDUM

This Pest Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. **Purpose.** It is important that we work together to prevent the infestation of pest such as **bed bugs, fleas**, and other insects ("Pest or Pests"). While the presence of pests is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. **Inspection.** You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any pest or pests infestation.
3. **Representations.** We represent that we are not aware of a current infestation or presence of pests in the apartment. You represent that: A) you are not aware of any pest infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous pest infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a pest infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. **Access for Pest Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat pests. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for pests. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. **Duty to Report.** You must report any signs of pests immediately and in writing. Do not wait. Even a few pests can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. **Cooperation & Responsibilities.** Successful treatment of a pest infestation is dependent on your full cooperation. If we confirm the presence of pests, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the pests. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. You shall not treat the apartment for a pest infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of pests in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) pests appear in the apartment; and B) a pest control professional determines that the pests originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with pests. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. **Indemnification.** Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a pest infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a pest infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. **Default.** Failure to promptly report pests, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. **Severability, Waiver and Survival.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be

construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

You hereby acknowledge and agree that your representations in this Addendum are true and correct and that we are relying on the representations made to us herein.