

University Ridge Housing Agreement Addendum

Whereas, University Properties, Inc. (hereinafter referred to as "Owner" or "UPI") has permitted East Stroudsburg University of Pennsylvania ("ESU" or "University") to house a portion of its students (the "University Ridge Students") to the Premises (defined below), and whereas as a condition of the University Ridge Students to be relocated to the Premises, he or she is required to enter into this Housing Agreement Addendum ("Agreement"). Now, therefore, I, (hereinafter referred to as "Resident" or "You"), agree and consent to all of the following provisions with regard to my occupancy as Resident in the student housing complex known as **University Ridge Apartments at East Stroudsburg University**, (hereinafter, referred to as the "Premises" or "University Ridge").

1. **Owner's Agent.** UPI/Owner has hired an agent as property manager (Capstone On-Campus Management herein/after referred to as "Capstone" or "Agent") to conduct and handle all business at University Ridge for UPI. This includes resident issues, policies, procedures and collection of rents. Note that when the name of UPI or Owner is referenced herein, Agent is authorized to act on UPI/Owner's behalf.
2. **Eligibility.** Resident represents that at the time he or she commences occupancy of the Premises, and at all times during the term hereof, Resident will be a matriculated student at the University not otherwise expelled from the University for academic or disciplinary reasons. Resident further represents that he or she has not been convicted of a criminal offense and is not the subject of academic or disciplinary proceedings with the University. Owner expressly reserves, in Owners sole discretion, the right to refuse to house students on deferred suspension and to terminate housing due to a Resident receiving a deferred suspension from the University. Resident grants Owner permission to verify student status with the University. Owner further reserves the right to refuse to house students who have engaged in criminal conduct, fighting, assault, or vandalism of or damage to UPI real and personal property. Owner reserves the right to deny residency to any applicant not meeting the above minimum requirements. Additionally, if at any time, Resident fails to maintain the above minimum requirements, Resident may be removed or evicted from the Premises, and this Agreement may be immediately terminated by Owner.
3. **Description of Premises and Term.** The Premises consists of four bedrooms, two bathrooms, a kitchen and a living/dining area. It is understood that Resident shall have exclusive use and occupancy of one bedroom and the shared use and occupancy of two bathrooms, the kitchen, and the living/dining areas with the other Resident of such apartment unit. The agreement term (the "Agreement Term") will be for the current academic term at the University.
4. **Payment of Housing Fees.** Resident will make payment for their housing fees to the University as required by the East Stroudsburg University of Pennsylvania Housing Agreement.
5. **Relocation.** Should the Owner at any time during the Agreement Term deem it necessary or advisable, in its sole discretion, Owner shall have the right to move Resident to similar accommodations within University Ridge. If at any time during the Agreement Term Resident fails to meet the eligibility requirements contained herein, Owner shall have the right to terminate this Agreement and remove or evict Resident from the Premises.
6. **Utilities.** Owner shall provide water, heat, electrical, HVAC, trash and sewer services, internet and basic CATV service. Owner shall also provide a phone jack in each bedroom which may be activated and contracted by the student for service and will by default be inactive. Phone service of any kind is not implied or included in this agreement. Owner shall provide refuse removal from dumpsters; however Resident is required to place trash into the dumpsters. Resident is responsible for any and all costs associated with installation and/or monthly service fees or maintenance charges for utility services not expressly assumed by Owner herein. Enhanced and/or premium channel Cable TV ("CATV") service and/or any permitted additional service, installation and related monthly fees and charges are the sole responsibility of Resident. Resident is to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Resident must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the management staff and other Residents when the unit is occupied. When the unit is unoccupied in the cold weather months, Resident must keep the thermostat set at 60 degrees. When the unit is unoccupied in warmer months, Resident must keep the thermostat set at 85 degrees. Owner reserves the right to turn off/on air conditioner units if determined necessary due to weather or maintenance-related factors. Electricity and water usage per apartment will be measured. Owner reserves the right to charge each Resident for usage in excess of 120 percent of the average quarterly usage for comparable size apartment units.
7. **Rules and Regulations.** In addition to the provisions set forth in this agreement, Resident agrees that he/she is responsible for the document entitled "Rules and Regulations" found on www.esuridge.com/forms. All the terms and provisions set forth in the Rules and Regulations are incorporated by reference into this Agreement. Resident agrees to abide by the Rules and Regulations and acknowledges that failure to do so is an event of default under this Agreement which will result in any or all of the following: fines; warnings; housing probation; parent/guardian notification; apartment re-assignment; meetings with Owner; eviction; educational sanctions, ESU judicial proceedings; assigned community service work hours; removal from housing; denial of future housing; and/or legal and/or criminal and/or civil action. Resident agrees to pay all associated costs and attorney fees of such action, which shall include Owner's attorney fees.
8. **Default.** A default under the terms of this Agreement will not release Resident from said obligations hereunder. The events of default set forth below shall constitute a breach of the Agreement and may result in any or all of the following remedies:
 - a. Termination of the Agreement;
 - b. Denial of future housing and/or legal action;
 - c. The right to repossess the Premises;
 - d. Referral to ESU for Judicial action.

Events of default include but are not limited to:

- a. Resident's violation of the East Stroudsburg University of Pennsylvania Housing Agreement;
- b. Any breach or violation of the terms of this Agreement, including failure to maintain student status;
- c. Refusal to vacate the apartment upon termination of the Agreement;
- d. Violation of the *University Ridge Rules and Regulations*, incorporated herein by reference;
- e. Violation of ESU *Code of Student Conduct* or any other ESU guidelines, policies or procedures applicable to the Premises, available on www.esu.edu;
- f. Violation of any applicable Federal, State or local ordinance or law.

In the event of breach or default of agreement, Resident will be liable for damages as follows:

- a. For all past due charges.
- b. For all court costs, collections costs, and reasonable attorney's fees.

Resident further acknowledges that Owner reserves the right not to renew the Agreement for additional terms.

9. **Resident's Use.** The Premises shall be occupied exclusively by the assigned Resident for residential use only. Resident shall not use the Premises or any part of the Property for any commercial business or purpose without the prior written consent of Owner. Resident shall use and occupy the Premises and the Property in compliance with applicable Local, State and Federal laws, any rules and regulations of any governmental board having jurisdiction, as well as all Owner and East Stroudsburg University's rules and regulations applicable to the Premises.

Any other person or persons shall not occupy the Premises without the explicit written consent of Owner. Guests at University Ridge Apartments are permitted under the following terms and conditions:

- a. Guest(s) visitor(s) do not exceed three (3) consecutive days and may not return for (4) consecutive days following the initial visit.
- b. All other Tenants and Resident(s) of the unit consent to the visit.
- c. Guest(s) abide by all *University Ridge Rules and Regulations* and ESU's *Student Code of Conduct* and any other ESU guidelines, policies or procedures applicable to the Premises.
- d. That Resident, as host, assumes full responsibility for guest behavior as well as any charges or damages that result from guest(s) behavior. Resident must strictly respect the privacy and right to normal use of the Premises by Resident's roommates in entertaining guest(s).

Resident accepts these terms and conditions, as well as responsibility for any and all associated charges, damages, and/or judicial action by allowing any guest access to the building and/or unit.

10. **Loss of a Roommate or Failure to Occupy.** In the event of the loss of a roommate(s) or failure of a roommate(s) to take occupancy, Owner shall have the right but not the obligation to secure new roommate(s). Owner has no obligation to obtain permission from Resident to secure new roommate(s), nor does Owner have any obligation to inform Resident of new roommate(s) assignment or move-in.
11. **Assignment/Transferring or Subletting.** Resident shall not assign, sublet or transfer his or her interest in the Premises or any part thereof without Owner's/Owner's written consent.
12. **Right of Inspection and Entry.** Resident agrees that Owner or its agent or representative may enter the Premises at reasonable hours for the purpose of making inspections and repairs. Resident acknowledges that Owner or its agent or representative will inspect the premises on a regular basis to ensure Resident's compliance with all rules and regulations and maintenance of the premises in a "good, clean, and sanitary state". A maintenance request by another resident of the unit occupied by Resident shall constitute permission for Owner or its agent to enter into the apartment unit. Resident shall also permit Owner or its agent or employees to enter the Premises upon scheduled appointments for the purpose of displaying the same to prospective Tenants. No such prior appointment shall be necessary if this Agreement has been declared in default or if Resident has abandoned the Premises.

Owner hereby reserves all rights to enter any apartment on a regular basis for maintenance, health and safety, and care requirements. Further, Owner reserves the right to enter any apartment in an emergency when responding to a reported or suspected incident, agreement, or policy violation(s) or when there is a reasonable belief that there is serious physical or psychological distress being suffered by or imminent danger to the room's occupants or contents.

13. **Notice.** Any notice or communication which Owner is required to give to Resident may be made via written or electronic means, including Regular First Class US Mail, facsimile, or e-mail. Any notice or communication which Resident is required to give to Owner shall be in writing, delivered by Certified U.S. mail, Return Receipt Requested, addressed to the Owner at Agent's Management Office located at 400 East Brown Street, East Stroudsburg, PA 18301. E-mail will serve as the primary form of general communication to all University Ridge residents. A valid e-mail address is required of each Resident prior to move-in. The e-mail address must be current and updated throughout the agreement term by the Resident via the University Ridge resident portal. Owner retains the right to use text messaging or other forms of mass communication to inform Resident/stakeholders of emergencies, events, or pressing matters. Resident will be alerted to any major safety/security issue if deemed necessary and prudent by East Stroudsburg University Police.
14. **Liability.** The Owner shall not be liable for any personal injury to any Resident or his/her guests, or any damage or loss to Resident's property or the property of Resident's guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity irrespective of the cause. All personal property placed or kept in the Apartment Unit and Premises (including parking areas), or in any storage room or space or anywhere on the adjacent Property of the Owner, shall be at Resident's sole risk and the Owner shall not be liable for any damages to or loss of, such property. The Owner encourages Resident to keep doors locked at all times. Furthermore, Owner shall not be liable for any injury, loss, damage or liability from any cause whatsoever to Resident, or to any other person, or to their personal property, occurring in any portion of the Buildings or upon the grounds, including any stairways, hallways, or any other appurtenances used in connection therewith except to the extent such injury, loss, damage or liability arose from the omission, fault, negligence or other misconduct of the Owner or where such damage is occasioned by Owner's failure to repair or maintain the Apartment Unit and Premises. No insurer may claim a right of subrogation by reason of the invalidity of this provision.
15. **Counterparts.** This Agreement may be signed in any number of counterparts.
16. **Permission.** In order to assist with the efficient and effective operation of the Premises, Resident grants permission to Owner and its agent to request and receive information from the University, and for the University to release information regarding GPA, judicial/disciplinary status/specific case information, enrollment status, eligibility for housing, and financial aid eligibility/disbursement status to Owner and its agent.
17. **Separability Clause.** If any provision of this agreement or portion of such provisions be held invalid, the remainder of the agreement shall not be affected nor its application thereof to other persons.

- 18. Interruption of Service.** Owner will not be liable to Resident due to repairs or interruption of services to utilities, appliances, or other equipment due to defects or circumstances not caused by Owner's willful negligence or misconduct.
- 19. Use of Facilities.** Resident may use all facilities which Owner provides for Resident's comfort, such as a fitness room, computer lab, game and TV rooms. The Owner may revoke use of any of these facilities without affecting the remainder of this Agreement. Use of these facilities is solely at Resident's own risk, and Resident agrees that Owner shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Owner's negligence or willful misconduct.
- 20. Releases and Acknowledgements.**
- a. **Insurance.** Resident hereby acknowledges that the insurance carried by Owner does not cover Resident's personal property against such perils as fire, wind storms, theft, water damage, etc., and that Resident is hereby *strongly encouraged* to obtain Renter's Insurance policy. Renters insurance can provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations, and protection against personal liability.
 - b. **Photograph Release.** Resident hereby gives permission to Owner and its agents, to use, without liability or remuneration, any photograph or photographic image taken of Resident while participating in University Ridge sponsored events, or while Resident is in any public spaces, grounds, or offices at University Ridge. The use of such photograph or photographic image shall in no way be used in any other forum other than for legitimate purposes.
 - c. **Package Release.** Resident hereby authorizes Owner to accept packages, parcels, and deliveries as its agent. Resident understands that packages, parcels, and deliveries accepted by Owner may not be kept in a locked or otherwise secured area. Resident also understands that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. Resident agrees to hold Owner free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Resident understands that if Resident fails to claim such packages, parcels, or deliveries within seven (7) days, they will either be returned to the sender or destroyed.
 - d. **Assignments.** Owner has assigned each Resident to a specific bedroom within an apartment. All assignment changes must be requested through and approved by through the University Ridge Management Office in advance.
 - e. **Health and Safety.** The following is to ensure the continued health, safety, and well being of all residents, guests, and the integrity of University Ridge property. If in the opinion of University Ridge staff, ESU Police, or any law enforcement agency that there are or may be action(s) or circumstances which may affect the health and safety of the occupants or guests within or near an apartment or act(s) that can be considered to be destructive to the property or the University Ridge community, the apartment may be entered without prior notice. Health and safety checks will be conducted throughout the agreement term. Although not required, notice will typically be given via e-mail or posting on each unit door a minimum of 24 hours in advance.
 - f. **Immunizations.** All state and/or University required immunizations will be obtained by the Resident before checking into the Premises.
 - g. **Improper Check Out.** Resident understands that failure to return keys to Owner on or before 12:00pm on the agreement term end date at will result in an improper check out charge of \$50.00 in addition to any applicable hold over or key replacement fees.
- 21. Video Recording.** Resident is hereby notified that public areas of University Ridge may be subject to 24-hour video recording.
- 22. Missing Persons Policy.** Under federal law, the Resident has the right to confidentially register with the Owner the name and contact information of an individual that Resident would like to be contacted (within twenty-four (24) hours) if it is determined that Resident is missing from the campus and/or Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.
- 23. Resident's Maintenance Obligations.** The Resident shall comply with all obligations imposed upon him/her by the Agreement and by applicable provisions of all statutes, codes, regulations and ordinances, and in particular will:
- a. Keep that part of the Premises and Apartment Unit which Resident occupies and uses clean and sanitary.
 - b. Dispose from the Premises and Apartment Unit all rubbish, garbage, and other organic and flammable waste, in a clean and sanitary manner.
 - c. Keep all plumbing fixtures as clean and sanitary as their condition permits.
 - d. Properly use and operate all electrical and plumbing fixtures.
 - e. Prevent any person in the Premises or Apartment Unit with Resident's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or Premises, Apartment Unit, Building or the facilities, equipment, or appurtenances thereto, nor himself/herself do any such thing.
 - f. Comply with all legal covenants and rules which the Owner can demonstrate are reasonably necessary for the preservation of the property and person of the Owner, other Residents, or any other person.
 - g. Refrain from interfering with the rights of other Residents to peacefully enjoy the use and occupancy of the Building and Apartment Unit.