University of Memphis Yugo Student Rules and Policies

University of Memphis students living at Yugo will be held to the rules and policy standard outlined in the Yugo Memphis Southern Leasing Agreement. Because you signed a contract with Housing and Residence Life, you will also be held to what is outlined in the housing contract and our housing policies in addition to any of the policies included in the university “Student Code of Rights and Responsibilities.” Please note there are a few rules and policies outlined later in this document that are unique to you as a university student living in a university rented space.

Rules and Regulations Outlined in Yugo Memphis Southern Lease

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents. Please understand that any violation of one of these Rules and Regulations by you or your guest(s) constitutes a Default under the Lease and Owner may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to persons and/or damage to property. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE RULES AND REGULATIONS. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

Resident's permission for use of any common areas, amenities, and recreational facilities located at the Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease Contract. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Lease Contract and this Addendum, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease Contract or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the any common areas, amenities, and recreational facilities at the Community. Resident agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

1. Use and Condition of Apartment and Premises/Maintenance
1.1 Windows and all doors shall not be obstructed, and use of foil or other similar materials to cover windows is prohibited. If Owner provides blinds on windows in your Apartment, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident’s sole cost and expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.

1.2 Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any Furniture, equipment, or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the Apartment. Any violation of this provision will result in fines and charges to repaint being assessed against Resident.

1.3 Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents’ deck/balcony:

- Balcony loads limits are intended for a maximum of 2 people. DO NOT crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- The deck/balcony areas must be maintained and kept in clean and orderly condition. Balconies are not to be used as storage areas and articles must not be hung over railings.
- No trash may be kept on balconies or patios at any time.
- Furniture provided by the Apartment Community may not be stored on balconies.
- Objects such as bicycles and coolers may not be stored on balconies. Only patio furniture may be kept on balconies.
- No one is allowed to throw any objects from patios, balconies, windows or garage areas.
- Kegs are not permitted anywhere in the Apartment Community including balconies, patios, or garage areas.

Any violation of this provision will result in fines and charges being assessed against Resident and shall be considered a Default under the Lease.

1.4 All light bulbs and tubes must be operational at all times during the duration of the Lease Term, as well as at the time Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Owner, as appropriate, and must be immediately removed upon request by the Owner or with the passing of that specific holiday.

1.5 Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.

1.6 Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without prior written approval from the Owner.
1.7 No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).

1.8 Locks may not be changed or added by a Resident without prior written consent from Owner or Owner. Locks and the appropriate key, keycard, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Owner. If Resident should lose the front door key, Owner requires that the front door lock be changed and the costs billed to Resident. Resident will be fined for after hour lock outs requiring Owner to let Resident into the Apartment and/or Apartment Community, as applicable. All keys and, if applicable, gate cards, keycards and/or access cards must be returned to Owner on the Ending Date of the Lease or upon termination of occupancy by Owner. No keys, keycards, gate cards or access cards will be accepted by mail. Owner may charge Resident for failure to adhere to this provision.

1.9 Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Owner (which may be withheld in Owner’s sole discretion), distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.

1.10 If your Apartment contains an overhead sprinkler system, you must take care not to trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Owner, nor Owner, will be responsible for any damage incurred from Resident’s failure to adhere to this provision. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.

1.11 You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Garbage and trash may not be left in hallways or stairwells, in any common area of the Apartment Community or around the dumpster itself. If the nearest dumpster is full, trash needs to be taken to the next available dumpster. Owner will fine Resident for violation of this provision as well as for any littering by Resident or Resident’s guests.

1.12 Resident must keep all utilities to the Premises active through the Ending Date. If you choose to vacate the Premises before the Ending Date; you cannot turn off your utilities, even for a temporary period, such as a vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

1.13 Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all Common Areas outside the Apartment in the Apartment
Community. Keg cooling devices are also prohibited. Glass containers are not permitted in Common Areas of the Apartment Community outside of your Apartment.

2. Pets

With the exception of service or assistance animals, no pets (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or Apartment Community unless approved by Owner in writing. If we allow a pet, you must sign a separate Pet Addendum, which may require additional deposits, rents, fees or other charges. You must remove an illegal pet within twenty-four (24) hours of notice from us, or you will be considered in Default of this Lease. If you or any guest or occupant violates pet restrictions (with or without your knowledge), you’ll be subject to a One Hundred Dollar ($100) pet fine (“Unauthorized Pet Fine”), damages, eviction and other remedies provided in this Lease. If a pet has been in the Apartment at any time during your Lease Term with or without our consent, Resident shall be responsible for the costs to de-flea, deodorize and shampoo the Apartment.

3. Guests/Deliveries

Resident must notify Owner in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise, we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days, not to exceed three (3) times in one month. If your guest has exceeded three (3) consecutive days and/or three (3) times in one month, you will receive a warning asking for your guest to be gone within a 24-hour period. If the situation is not remedied, you will be in Default of your Lease. Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to the Resident through UPS, Federal Express, Airborne, U.S. Postal Service, or similar courier. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Lease Contract will be accepted and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises. If packages or deliveries have not been picked up within thirty (30) days of delivery, we may return to sender.

4. Common Areas and Amenities

4.1 Use of Common Areas within the Apartment Community shall be governed by the Rules and Regulations posted in the Common Areas and shall be at the risk of Resident and Resident’s family and guests. Resident and Residents guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present. No persons under the age of fourteen (14) will be allowed in any recreational area at ANY time, unless accompanied by an adult. Resident does hereby indemnify Owner and Owner, and hold Owner and Owner harmless against all claims for personal injury sustained by Resident and Resident’s family and/or guests
in their use and enjoyment of the Common Areas or other Apartment Community provided facilities and amenities. Glass containers pose a serious risk of injury and are PROHIBITED anywhere in the Common Areas of the Apartment Community.

4.2 If a swimming pool is present within the Apartment Community, Resident and Resident’s guests must comply with all rules and regulations posted in the pool area. The swimming pool is not supervised and Owner is not responsible for ensuring a lifeguard’s presence. All swimmers swim at their own risk and Owner and Owner are not responsible for accidents or injuries. For your safety, you should not swim alone. Proper swimming attire is required at all times. No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in the pool area, disposing of trash, and keeping pool gates closed. Residents must accompany their guests. Residents must notify Owner any time there is a problem or safety hazard at the pool.

4.3 If a fitness center is present within the Apartment Community, Resident and Resident’s guests must comply with all rules and regulations posted in the fitness center. The fitness center is not supervised. You are solely responsible for your own appropriate use of the equipment. Resident shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Resident shall immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any person’s use that appears to be dangerous or in violation of the Rules and Regulations. Resident shall consult a physician before using any equipment in the fitness center and will refrain from such use unless approved by Resident’s physician. Resident will keep fitness center locked at all times during Resident’s visit to the fitness center. Resident will not admit any person to the fitness center who has not registered with the Owner. Residents must accompany their guests.

4.4 If a tanning device is present within the Apartment Community, use of the tanning facility by you is subject to the following rules and warnings:

- **IF YOU DO NOT TAN IN THE SUN, YOU ARE UNLIKELY TO TAN FROM USE OF THIS DEVICE.**
- **YOU MUST BE 18 YEARS OF AGE, OR OLDER TO USE THE TANNING FACILITY.** If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Follow the manufacturer’s instructions for the use of the tanning device.
- You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to the eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
• If you are taking a prescription or over-the-counter drugs, you should consult a physician before using a tanning device. Medications or cosmetics may increase your sensitivity to ultraviolet radiation from sunlamps.
• If you are pregnant, you should consult a physician before using a tanning device. Pregnant women or women using oral contraceptives who use this product may develop discolored skin.
• If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
• You can only tan one (1) time within a 24-hour period and must follow the specified tanning time limits for the tanning device.
• Do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
• You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning. Precautions are necessary for safe tanning. I agree that I will comply with all instructions on the use of the UVA tanning systems, and that I am using these services at my own risk and protecting my vision by using protective eyewear.

Owner, Owner and our employees and agents, are not liable for any injury to person or property caused in any way by the use of the tanning facility or for the loss or theft of any personal property. Each person is responsible for safeguarding his or her own property. I acknowledge that I have read and that I understand the foregoing warning.

5. Fire Safety

DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD BREAK THE DEVICE AND RESULT IN MASSIVE DAMAGE TO THE APARTMENT COMMUNITY IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUEST’S TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOU OR YOUR GUESTS VIOLATION OF THIS PROVISION.

5.1 All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment Community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS PROVISION.

5.2 Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS PROVISION.
5.3 The intentional sounding of any smoke alarm or any safety devices is prohibited, unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS PROVISION.**

5.4 Immediately call 911 in the event of a fire or life-threatening emergency.

5.5 Candles or any other burning or smoking devices, including hookahs, shishas and all other smoking devices are not permitted within the Apartment. Neither Owner nor Owner will be responsible for any damage incurred from such use of any smoking device in the Apartment. You agree to properly dispose of cigarettes within your Apartment and the Apartment Community. Smoking is prohibited in the clubhouse, office areas and at Apartment Community amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS PROVISION.**

5.6 Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS PROVISION.**

5.7 We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.

5.8 Owner and Owner assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation at the Apartment Community.

5.9 Owner and Owner have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Owner and Owner have NO DUTY TO PROTECT YOU. If we inform you of a civil order to evacuate or, in our judgment, an evacuation is required to protect life or property and you fail or refuse to evacuate, you will be solely responsible for any injury, loss, damage or claim from such failure or refusal to evacuate.

Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from Owner. Multiple violations may result in double fines and/or eviction from the Premises.

**6. Other Rules and Regulations/Prohibitions**

6.1 Noise. Neither you nor your guest may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents in the Apartment Community. Owner reserves the right at any time to fine, contact guarantors, or declare you in Default of the Lease due to excessive noise and
disturbances. The Owner and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.

6.2 Quiet Hours. Quiet hours are established to be respectful of all residents of the Apartment Community. The quiet hours of the Apartment Community are 10PM-10AM. Resident must not make or permit any disturbing noises in the Leased Premises or the common areas of the Apartment Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

6.3 Smoking. Owner makes no representation or warranty that the Apartment or the Apartment Community has been or will be smoke free. Resident may smell or otherwise experience smoke in the Apartment or Apartment Community Common Areas during the Lease Term. Resident shall not allow others near the Apartment to be disturbed or annoyed by smoking by Resident or any guests. Resident shall not grow or manufacture any substance or material including, but not limited to marijuana. On the Ending Date or earlier date of termination of the Lease, Resident shall be responsible for any and all cleaning, repairing, repainting and replacement necessary to correct smell or residue caused by smoking in and around the Apartment. No amount of discoloration or smell from smoking or any other action shall be considered ordinary wear and tear. Check those that apply:

- Smoking of all substances (including marijuana and cigarettes) in the Apartment and Common Areas is prohibited.
- Smoking in the Apartment is prohibited if it produces smoke that can be smelled or otherwise experienced outside the Apartment.

6.4 Neither you nor your guests may use the Common Areas outside the Apartment, the parking lots or Apartment Community grounds in such a manner that interferes with the enjoyment of other residents.

6.5 Reporting. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Owner (during business hours) or the answering service (after business hours). The answering service will contact the appropriate management personnel to handle the disturbance.

6.6 Gatherings. No gathering, anywhere in the Apartment Community, unless sponsored by Owner or Owner, may exceed ten (10) persons.

6.7 Owner has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Owner may also exclude from any balcony or Common Area of the Apartment Community, a person who refuses to or cannot identify himself or herself as your guest.

6.8 Neither you nor your guests will be allowed to engage in the following prohibited activities:
• Loud or obnoxious conduct disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community possessing, selling or manufacturing illegal drugs/controlled substances or illegal drug paraphernalia engaging in or threatening violence or any criminal activity discharging a firearm in the Apartment Community canvassing or soliciting business or contributions operating a business or child care service within the Premises or Apartment Community storing anything in closets having gas and/or electric appliances tampering with utilities or utility systems bringing or storing hazardous materials into the Apartment Community using candles or kerosene or gas lamps in the Premises or Apartment Community.

Owner reserves the right, at any time to fine, contact guarantors, or declare you in Default of your Lease for any of the above-mentioned violations.

6.9 Weapons. Possession, display, discharge, or any type of use whatsoever of weapons of any kind, including, but not limited to, handguns, rifles, crossbows, bow and arrows, air guns, BB guns, slingshots, or any mechanism that could be used to propel an object that could cause harm to person or property, or machetes, swords, long blade knives, nun chucks, or similar objects that can cause serious bodily injury or death, are not allowed anywhere in the Apartment Community. Owner is not and shall not be responsible in any way to Resident or Resident’s occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the Apartment Community. Failure to adhere to the provisions contained in this paragraph constitutes a default under this Lease and the Owner may seek all available remedies, including, but not limited to, terminating your right to occupy the Premises.

7. Crime/Drug Free Housing

7.1 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

7.2 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.

7.3 Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.

7.4 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State in which the Apartment Community is located and/or the Federal Controlled Substances Act. (So long as the manufacture, sale, use, possession, and distribution of marijuana remains a
violation of any such federal law shall constitute a material violation of the Lease Contract.)

7.5 Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

7.6 VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

8. Service Requests

We offer twenty-four (24) hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the answering service and explain the situation. The answering service will contact the appropriate service personnel. For normal service requests, please call during posted Owner’s office hours.

9. Modification of Rules and Regulations

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Owner has the right to change these Rules and Regulations from time to time, as Owner or the Owner deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease: (i) upon delivery to you, or (ii) posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest’s compliance with all of these Rules and Regulations. Neither Owner nor Owner will be responsible to you if we fail to cause any person to comply with these Rules and Regulations.
Rules and Policies for University of Memphis Students residing at Yugo Memphis Southern

To review what is in the housing contract, you can visit your housing portal to review your application which includes the housing contract.

To review the University of Memphis Housing Policy, visit https://www.memphis.edu/reslife/pdf/housingpolicies2022.pdf .

To review the review the Student Code of Rights and Responsibilities, please visit https://www.memphis.edu/osa/students/code-of-rights.php .

Below is a list of policies in which we would like to provide clarity on in relation to how you will be held accountable:

- Squatters or Guests who stay past time allotted in the Yugo Leasing Agreement.
  - The housing of Yugo Memphis Southern non-leaseholders is both a violation of the terms and conditions of the lease, creates possible safety issues, and creates an undue burden on the roommates who have a right to equal space within the apartment. Those students violating these polices will either need to sign an appropriate lease to remain within Yugo Memphis Southern or vacate the premises. Those residents found housing unauthorized guests risk having their own housing cancelled, may no longer eligible to live in any University of Memphis controlled housing and remain financially responsible for the lease they signed. You will also face possible conduct charges for the hosting unauthorized guests and those students occupying a space for which they do not have a lease.
  - Subleasing a space provided to you through the university is not allowed.

- Pets
  - We are not allowing any University of Memphis residents living in a Yugo space leased through University of Memphis Housing and Residence Life to have pets. If you need a Emotional Support Animal (ESA) or Service Animal, you must first work with the Disability Resource for Students (DRS) to get that accommodation. Once approval through DRS is received by Housing and Residence Life, then your ESA or Service Animal will be allowed to live in the space.

- Room Changes
  - During certain times of the year, the University of Memphis Housing and Residence Life may offer the option to do a room change. If provided, this room change period will be for a designated time. Whether you participate in this opportunity or not, you will be locked into your room assignment for the remainder of the academic year and will be held responsible for any damages or charges to the space in which you were assigned. Know that if this opportunity is offered at the start of a semester, you will agree to accept the room you are moving to as is unless the room has major damages.

- Alcohol
If you are a student of legal age, as outlined in the laws of the United States, and because Yugo Memphis Southern is an off-campus apartment in which the university leases spaces to provide to you, you will be held to the alcohol policy outlined in the Yugo Memphis Southern Leasing Agreement. Any minor in possession of alcohol or persons found in providing minors with alcohol will be held to rules and policies outlined in our Student Code of Rights and Responsibilities.

- Health and Safety Inspections
  - Yugo staff does quarterly inspections of your space. University staff may also do a check of your space on an as needed basis.