

The VILLAGE
AT NEOMED

COMMUNITY HANDBOOK

VERSION 7.1.19

A SIGNET COMMUNITY

4269 State Route 44 #100 Rootstown, OH 44272

The Village at NEOMED Community Handbook

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The Rules and Regulations set forth in the Community Handbook are incorporated by reference and made a part of the Resident Agreement between Management and Resident. The Community Handbook has been adopted for the purpose of preserving the welfare, safety and convenience of all Residents, for the purpose of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving Management's property from abusive treatment. Residents that are students of NEOMED are subject to the NEOMED Student Conduct Code at all times. Violations of the Resident Agreement, the Resident Rules and Regulations, the NEOMED Student Conduct Code and other University Policies may subject Resident to the adjudication process described in NEOMED's Student Conduct Policy or Human Resources practices, as appropriate.

The Rules and Regulations specified herein are subject to modification by Management during the term of the Resident Agreement. Resident shall be bound by all such modifications upon notice of same from Management.

A person is a member of the NEOMED Community and eligible to reside in The Village at NEOMED if he or she is:

1. Actively enrolled as a student at NEOMED;
2. On a Leave of Absence with intention on returning to active status
3. Employed in a position at NEOMED;
4. The spouse, minor, or significant other of a NEOMED student or employee; or
5. The parent or guardian of a student enrolled in the Bio-Med Science Academy.

***Any change in eligibility status needs to be reported to management immediately.

THE FOLLOWING RULES AND REGULATIONS AS SET FORTH HEREIN SUPERSEDE ANY AND ALL PREVIOUS RULES AND REGULATIONS.

CONDUCT AND LIFE SAFETY MATTERS

Conduct

Endangering Behavior. Management may terminate the Resident Agreement prior to the expiration of the Resident Agreement and immediately remove Resident and his or her guests from the Premises in the event the Resident's behavior or the behavior of any of Resident's guests is or has a serious potential for becoming dangerous to the Resident or others.

Guests. Residents will be held responsible for the conduct of their guests, including payment for any damages caused by their behavior. If the behavior of a Resident's guest becomes a nuisance to the community or neighbors in the sole judgment of Management, it may terminate the Resident's Agreement. No person may stay at the Apartment for more than four (4) consecutive calendar days without Management's prior written consent. Any unauthorized guests, or change in Resident(s) without prior written consent of Management, shall constitute grounds for termination of the Resident Agreement

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and imposition of additional charges and back charges for occupancy by an unauthorized occupant or Resident.

Resident is under an ongoing obligation to report any illegal conduct he or she observes or is made aware of, as well as to report any violations of the provisions set forth in this Resident Agreement. If Resident wishes to have Management take action on a known or suspected violation of the Community Handbook by any Apartment mate, guest or other Resident in the building, Resident shall report the known or suspected problem in writing to Management using the contact information listed on the summary page of the Resident Agreement.

Life Safety

All areas of the Apartment and common areas of the rental premises are operated as a crime-free, smoke-free, and drug-free community. Resident, or any guest of Resident, shall not engage in acts of violence or threats of violence, or any other illegal activity.

The health and safety of Residents is of paramount concern to Management. With that priority in mind, Residents are encouraged to take responsible action in any situation where there is doubt about a person's physical welfare.

Drug and Alcohol Policy. Residents shall abide by local, state and federal laws regarding alcohol and drug use, including the following:

Drug Possession. The possession, sale, distribution or provision of any illegal drug or drug paraphernalia is prohibited anywhere on the Property. A single violation of any provision of this paragraph is grounds for immediate termination of the Resident Agreement.

Alcohol Possession. It is unlawful for any person under the age of 21 (twenty-one) to possess or consume alcoholic beverages. It is unlawful for any person to obtain alcoholic beverages for consumption by an individual who is known to be a person under the age of 21 (twenty-one).

Management acknowledges, however, that Residents of legal drinking age may choose to consume alcohol in the Private Living Space and/or in common areas of his or her Apartment. If found in possession of any open container of alcohol anywhere else in or around University-owned property, all Residents or guests involved at the time will be instructed to discard the alcohol in the nearest appropriate receptacle. Serious or repeated violations could result in the responsible Residents having their Resident Agreement terminated. In this case, the balance of any unpaid rents owed under the Resident Agreement will be immediately due and payable.

Kegs and other large-volume alcohol containers are not permitted in Resident apartment or common areas of the apartment property.

Fire or Other Emergency. Setting or fueling a fire of any size is prohibited. Resident shall give immediate notice to Management of fire, accident, damage, and dangerous or defective conditions. All Residents must evacuate the building during a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Fire warning devices and safety equipment are to be used only in the case of an emergency. If smoke or fire is observed, Resident should pull the nearest fire alarm pull-station, immediately exit the

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building, and call 911. Upon the sounding of a fire alarm at any time, the Resident should proceed according to the instructions posted in and about the Property. Intentional sounding of an alarm outside of an emergency situation or tampering with emergency equipment will be considered a criminal offense and the person or persons responsible will be treated accordingly. Tampering with smoke detectors or fire alarms is prohibited. Management reserves the right to impose additional charges, penalties or sanctions for tampering with fire or life safety equipment in addition to criminal and judicial action. Common area safety equipment such as exit signs found in a unit will be considered evidence of tampering with fire or life safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of Management, its Agent, refusal to cooperate with any reasonable request by Management, its Agent, acting in performance of their duties is prohibited. Resident shall be responsible for avoidable fire alarms initiated by Resident and/or Resident's guests.

Fire codes and fire safety rules prohibit propping open any access door(s) or door(s) leading to any common area. If any door is left opened, or if you have a concern that another Resident or Apartment mate is leaving open doors, propping open doors or otherwise compromising the safety in the building, a complaint should be made in writing to Management at the shown on the first page of the Resident Agreement.

Weapons. State law strictly prohibits the possession or use of any weapons, firearms, or explosive devices in Resident's Apartment or about the Property. No weapon of any kind is permitted in the apartment buildings. In the event Management discovers that Resident is in possession of a weapon, Management shall have the right to immediately notify local law enforcement authorities. Weapons or materials include, but are not limited to: handguns, automatic and semiautomatic firearms, compressed air guns (e.g., CO2 air guns/paintball guns), pellet guns, bb guns, or a weapon of any description, including but not limited to ballistic or explosive devices, incendiary devices, fireworks, ammunition, or knives used to either cause or infer harm to self or others. Violation of this provision is a violation of this Resident Agreement and grounds for removal. A single violation of any provision of this paragraph is grounds for immediate termination of the Resident Agreement. Proof of violation shall not require criminal charge or conviction, but shall be by the civil standard of the preponderance of the evidence.

PROPERTY AND USE MATTERS

Automobiles. Resident agrees to park in designated parking areas, for the fees attributable to the parking area, and not to hose wash automobiles anywhere on the Property.

Canvassing. Resident is not permitted to post or distribute handbills, circulars, advertisements, papers, or other items in the common areas of the building, on the grounds of the Property, or on or under the doors of Apartment units, nor is Resident allowed to canvass or solicit within the buildings.

Ceiling Tile and Sprinkler Heads. Residents shall not affix any object, including Frisbees, footballs or other sports equipment, or allow water or any other liquids to come in contact with any ceiling areas or sprinkler heads. Hanging any objects from sprinkler heads or tampering with sprinkler heads in any way is not permitted. Any damage to the sprinkler heads or ceiling tiles or water damage to any property which is the result of a Resident and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Resident.

Charcoal and Propane Grills. Resident agrees not to use or store any charcoal, gas/propane, or grills or other open flame cooking devices within premises and/or open cooking on balconies or patios except

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those provided by Management in an outdoor common area. Resident agrees not to leave any grill unattended while cooking and further agrees to extinguish all fires when done cooking.

Cleaning of Rugs, Mops, etc. Resident agrees not to shake, hang, or clean any tablecloths, rugs, mops or other articles in any of the public halls or from any of the windows, doors, patios, balconies or landings of any of Management's buildings.

Conflict with Apartment Mates, Residents or Guests: Resident, and specifically any co-signer or guarantor, agree and acknowledge that there are known risks in applying for and agreeing to rent joint-use housing that include, but are not limited to, disagreements with Apartment mates, their guests, and violations of the Resident Agreement, rules or laws by Apartment mates or guests. Management does not warrant or represent that it can prevent or take timely action to stop any known or suspected violation of the Resident Agreement, rules or any law by an Apartment mate, Apartment mate's guests or other Resident or guest in the building. Resident, and any co-signer or guarantor, agree that the benefits, in terms of reduced cost and convenience of the shared occupancy agreement, outweigh these known risks and potential problems and Resident and any guarantor knowingly assumes all such potential problems, inconveniences and dangers at his or her own risk.

Entrance. Resident shall not enter into another Resident's Apartment or Private Living Space without prior permission.

Equipment. Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, communication equipment in common areas, plumbing, electrical systems, etc., is not permitted.

Evacuation. Resident agrees to evacuate in the case of emergency at the sole discretion of Management. Resident understands that no reduction in rent will be given in the case of emergency evacuations that are of a lengthy duration.

Fire Hazards. The use of wood or charcoal stoves and/or flammable liquid, gas or electric space heaters within the building is not permitted. Resident shall not use candles or other open flame devices, hot plates, incense or halogen lamps anywhere in the building or about the Property. All torch-style lamps, including but not limited to those that use halogen, incandescent or fluorescent bulbs, are not permitted. Resident shall not use any style lamp that uses a halogen or more than a 100 watt bulb, nor shall Resident connect three or more sets of stringed lights together (including but not limited to Christmas lights). Use of the stove, microwave and/or oven while Apartment is unoccupied is also prohibited. Furthermore, oven and/or stove units should not be left on for longer than needed to cook or warm food items. Live cut trees are prohibited in Apartment.

Furniture. Residents shall not disassemble any existing furniture or fixture, and existing furniture shall not be removed from Resident's assigned apartment. No furniture may be removed from public areas. The use of temporary and/or permanent hot tubs is not permitted. Cinder blocks and all other unapproved "lofting" systems are not permitted.

Hazardous Substances. Resident shall not use, manufacture, or store any fireworks, explosives, flammable liquids, gas, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substances which may injure others or damage property, in any Apartment, hallway, or about the housing property. The storage or use of gasoline or electrical powered vehicles or engines regardless of

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their state or dismantlement in the building is not permitted. Setting materials on fire, possession or use of flammable or highly combustible materials is likewise not permitted.

Keys/Swipe Cards. Keys are the property of Management and must be returned at the end of Resident's occupancy. Charges of One Hundred and Fifty Dollars (\$150.00) per lock will be assessed for lock replacement of the Apartment entrance or Private Living Space door if Resident loses key to Apartment entrance or Private Living Space entrance during the term of Resident's occupancy. A charge of Thirty Five Dollars (\$35.00) per key will be assessed for mailbox key replacement if Resident loses key to mailbox. Resident agrees not to duplicate keys and understands that it is illegal to duplicate any key provided to them by Management. Resident agrees not to distribute or loan key(s)/swipe card(s) to others. Resident agrees not to alter any locks or install additional locks. Resident may request a receipt for all keys returned to Management. Resident is expected to follow key policies as developed by Management. Residents who misplace their key or swipe card may be issued a loan key/swipe card from NEOMED Security. Resident understands that when receiving a spare key/swipe card, they must provide a form of photo identification. If the loaned key is not returned within one (1) hour and/or the temporary swipe card is not returned by 5:00 p.m. the next business day, the Resident agrees to pay a \$10 fee for the first five loaned key(s)/swipe card(s). After the fifth loan during the current Resident Agreement year, Resident will be assessed a \$50 frequent user fee for each time the Resident checks out loaned key(s). Failure to follow procedures may result in applicable fees. The Resident further understands that spare key(s) and swipe cards(s) are not to be used to substitute lost or stolen key(s) or University issued student identification card. The Resident should follow any and all University procedures to replace a University issued student identification card. If the Apartment key(s) have been lost or stolen, Resident should report the loss to NEOMED Security or submit a work order immediately.

Litter. Resident agrees not to litter or obstruct the public halls or grounds. If a Resident is found to be littering or if trash is disposed of improperly, Management reserves the right to charge the resident for any costs associated with disposing of said waste.

Network Policy. Use of personal routers/modems is strictly prohibited in Resident Apartments due to the interference caused to network by personal routers. Internet access should be used appropriately by resident. If a problem arises with said internet access, notify Management immediately.

Noise. Noisy or disruptive behaviors which interfere with another person's or group's free exercise of academic or personal pursuits or their ability to sleep or study, including: stereo at high volume, drums and other musical instruments, excessive yelling or other types of noise and large gatherings/parties are not permitted. Amplified musical instruments, group music rehearsal and other activities which can be heard outside the Apartment are not permitted. Complaints or violations of this policy shall be handled as follows:

(a) 1st Complaint: A written warning and/or seven day notice with opportunity to cure, will be issued/served

(b) 2nd Complaint: A \$100 fine will be imposed and is due and payable on delivery of the second notice and/or, at our option, we may declare you in violation of your Lease and seek such remedies as are available to us.

Additionally, if Management is fined as a result of a violation of current or future noise disturbance ordinances levied by the local police or sheriff departments, these fines shall be passed on to the appropriate resident or residents that were deemed to be the cause of the noise disturbance and resulting fine.

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Obstructions. Resident agrees not to obstruct or use for any purpose other than ingress and egress the sidewalks, entrances, passages, courts, vestibules, stairways and halls.

Parking. Resident and all Resident's guests shall comply with Management and University's parking and traffic regulations at all times. Driving or parking on lawns or other landscaped areas and walkways is not permitted. All vehicles owned by Resident shall be properly licensed and registered according to University's and/or Management's parking policy. Any unlicensed vehicle will be towed, ticketed, and/or stored at the Owner's expense.

Personal Belongings. Resident agrees not to leave any personal belongings (including lawn furniture) in the parking areas, public halls, sidewalks, or other common areas of the apartment community. Use of the lawn areas for quiet enjoyment and games is permitted so long as the Resident remove all equipment and belongings at the end of the activity.

Pets. Pets, or any animals treated as such, are prohibited from being brought into the Property unless permitted pursuant to a completed Pet Addendum attached to the Lease. Pet prohibitions apply to all mammals, reptiles, birds, fish, spiders and insects. Resident and Co-Residents shall be jointly and severally liable for any pet found in the common areas of the Apartment. In the event of a violation of this rule, \$150 fine shall be assessed against all residents living in the Unit, and Landlord, at its discretion, may declare the Resident in default. In the event of a subsequent violation, a \$250 fine shall be assessed against Resident and the Landlord will declare the Lease to be in default. Any unauthorized pets must be removed from the premises immediately. Landlord may remove any unauthorized pet upon one day's written notice of intent to remove the pet, left in a conspicuous place in the Unit. Landlord may turn any unauthorized pet over to a humane society or local authority. Notwithstanding the foregoing, nothing herein shall be construed to prohibit registered service animals or emotional support animals in the Property. Residents whom possess a service animal or emotional support animal must inform management, provide associated documentation and complete The Village's Emotional Support/Service Animal Agreement.

Quiet and Academic Living Environment. Conduct that infringes upon the rights of others to a quiet, academic living environment is not acceptable under any circumstances and is cause for disciplinary action and removal from on campus housing. This includes intentionally or recklessly causing physical harm, or imminent danger of physical harm, to any person, including assault/battery, intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfere with that person's academic pursuits, sleep and/or other personal pursuits. This includes malicious pranks and issuing threats.

Renovation and Repair. Management reserves the right to reassign Resident to another Apartment or Private Living Space in the event there is a need to provide for renovation or repair of the Apartment or Private Living Space the building if another space is available. If Management initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Resident and, whenever possible, advance notice will be given to the Resident as to the nature and time of the work which will be done. Resident shall not withhold rent payment due to renovations or repairs.

Signage. No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the building without the written approval of Management.

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Smoke Detectors. Each Apartment is equipped with one or more smoke detectors. It is the responsibility of the Resident to periodically test the smoke detector(s) to insure that detector(s) operate(s) properly. If the smoke detector(s) “chirps” or does not operate properly when tested, Resident shall immediately notify Management. Management will replace batteries in smoke detectors at its own expense when necessary. It is a violation of this Resident Agreement if the smoke detector(s) is (are) disconnected, covered or otherwise made inoperable by the Resident, anyone in the Apartment or Resident’s guest.

Smoking. Consistent with University policies, smoking is prohibited on University-owned property, which includes Resident’s Apartment and its surrounding area. Smoking in the Apartment or Private Living Space, lobbies, hallways, offices and all other public and/or private areas within the buildings or its adjacent parking lots is strictly prohibited. Use or possession of Hookahs or similar pipes in the Apartment or anywhere on the Property is prohibited.

Social Gatherings. Private social gatherings in excess of 20 Residents or guests are not permitted in Resident Apartments. Whether in Apartment, Private Living Spaces, or other gathering spots, events must not result in excessive noise, damage or destruction, fighting or other disruptive behavior exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas have been advertised or promoted through flyers, posters or other means. Management or NEOMED Security, if necessary, will intervene and instruct the host(s) to end the event when gatherings meet any of the above criteria.

Solicitation. Solicitation and/or canvassing of any kind, without the prior consent of Management, will not be permitted anywhere in the building or about the Property.

Sports Equipment - Use of any sports/recreational equipment except in designated areas is not permitted. For purposes of this provision, sports/recreational equipment includes, but is not limited to: roller blades, scooters, hover boards, mopeds, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, Nerf balls, weights greater than 25 pounds and Frisbees.

Waterbeds. Resident may not keep a waterbed or other water-filled furniture in the Apartment or Private Living Space.

Window Screens and Windows. Window screens must remain permanently in place to fulfill the intended purpose and to avoid damage or loss. Participating in throwing, dropping, placing or causing objects to fall from a window is prohibited. All windows, blinds, and draperies must be maintained.

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Resident acknowledges that Management's ability to police, monitor, or enforce the provisions of this Resident Agreement and Community Handbook is dependent, in significant part, on the voluntary compliance by Resident, and guests. Resident specifically acknowledges that Management cannot control the conduct of Resident's Apartment mates or guests and that an alleged violation of this Resident Agreement or any rules by an Apartment mate, Apartment mate's guests or other Resident shall not give Resident any right to terminate his or her Resident Agreement, shall not be deemed a constructive removal and that Resident's most effective and quick remedy in a case involving a complaint against a roommate or fellow Apartment mate or another Resident may be for Resident to bring a third party action against his or her Apartment mate or another Resident for breach of Resident Agreement.

Upon written complaint, Management will try to assist in resolving any conflict with Apartment mates or other alleged breach of the Community Handbook which resolution could, but is not required to include, Management issuing warning notices, offering Resident or Resident's Apartment mate a transfer to another Apartment for the balance of the remaining term of the applicable Resident Agreement or Management advising Resident that it cannot proceed with any Resident Agreement enforcement action without further proof or corroboration of the alleged Resident Agreement violation or complaint.

RESIDENT AND GUARANTOR HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE FOREGOING RULES AND REGULATIONS.

RESIDENT

By: _____
Resident (Signature)

(Print Name)

(Date)

GUARANTOR

By: _____
Guarantor (Signature)

(Print Name)

(Date)