

HARDIN HOUSE

*Since 1937, Where Young Women
Live, Study, and Thrive.*

RULES AND POLICIES FOR HARDIN HOUSE

The following are rules and policies for Hardin House. Owner may from time to time modify, add, or delete all or portions thereof as Owner deems necessary or advisable in the exercise of its sole discretion for the well-being of Residents and Owner and those changes shall become effective 7 days after being posted on the website <https://www.HardinHouse.com>.

1. **Use of Property.** Any Resident within or around Property shall engage in no commercial endeavor. Prohibited commercial activities include use of Property, the assigned bedroom space (the "Premises") or the Internet for commerce, commercial purposes, brokerage, consulting, purchasing, sales, or babysitting. All Residents and their guests shall always conduct themselves in an orderly and proper manner within or around Property. No Resident shall infringe on the rights of other Residents or use their property without permission. Residents agree to communicate and act in a lawful, courteous, and reasonable manner when interacting with Owner, Manager, or other Residents or occupants of the Property.
2. **Dining Area.** No glasses, dishes, silverware, or food may be taken from the dining room or kitchen area. Residents will show identification for meal service. Residents bringing guests for meals must purchase guest tokens and pay for the meal in advance. Non-dining visitors are not allowed in the dining room during meal service. Backpacks must be stored in bins provided. Shoes are always required in the dining room.
3. **Equipment and Appliances.** Safety requires that electrical outlets not be overloaded. No extension cords may be used; however, grounded surge protectors are allowed, one per outlet. No exterior wires, antennas, aerials, or devices (whether telephone, television, radio, or other) may be installed anywhere within or around Premises or Property. Furthermore, except as may be required by law, and only then if located entirely within the Premises of the Resident and not visible to or from any common areas, no satellite or microwave dishes, aerials, or devices (whether telephone, television, radio, or other) may be installed anywhere within or around Premises or Property. The electrical appliances not permitted include but are not limited to: heaters, sunlamps, hot plates, microwaves, or coffee makers. Certain restrictions may apply to some appliances in Residents' bedroom space.
4. **General Facilities.** The reasonable use of facilities is available to all Residents. All hallways, stairs or thoroughfares and areas used by all Residents are to be kept free of obstructions, personal items, furniture, decorations, or debris at all times. Tampering with fire alarms, smoke and fire detectors, emergency fire doors, and fire extinguishers is a violation of ordinance and a Contract default. Use or operation of fire doors, alarms, exits, or fire extinguishers absent of emergency or fire is a Contract default and will be dealt with accordingly. All Residents are held responsible for any damage they cause to the common areas. Damages to these areas may be charged against one or more Residents on a pro-rata basis.
5. **Guests.** No male guests are permitted beyond common areas or as designated by Manager. Fees will be assessed if Resident assists a male entering the Property or does not let Manager know that they are aware of any males inside the Premises. Guests are not permitted during rush or final examination time periods.
 - A. **Overnight Guests.** Overnight Guests are limited to three days and nights and must be signed in and paid for at least five days in advance at the rate of \$40 per night, which rate shall include two meals at the meal service facility located on the Property for each 24-hour period the Overnight Guest is properly registered (including satisfaction of the required payment) to stay at the Property. As a condition to entering the Property, Overnight Guests must sign a waiver provided by Manager. Overnight Guests will receive a wristband upon check-in and satisfaction of payment and execution of the required waiver. The wristband must be removed by staff upon check-out or additional charges may be incurred. Check-out time is 5:00 p.m. Any guest with luggage or belongings in rooms will be charged at guest rates. Each Resident is responsible for her guest's conduct. Resident may host up to two Overnight Guests at a time, subject to limitation by Manager in its sole and absolute discretion. Resident must be present upon a guest's arrival and during the guest's stay.
 - B. **Day Guests.** Day Guests must sign in and out, and Resident must comply with any restrictions imposed by Manager on the number of Guests permitted by the Resident or on the Property. Guest meals for day Guests may be purchased at the front desk at the rate established by Manager from time-to-time.
6. **Illness/Accident.** Illness, accident or any other emergency must be reported to Manager at once. Each Resident acknowledges that attendance of university classes and lodging at Property involves communal activities and living accommodations which can increase the risks of exposure to certain communicable diseases. Compliance with Owner, local, state or federal health mandates is required. Each Resident acknowledges that certain immunizations are required and/or recommended by The University of Texas at Austin. For further information contact: The University of Texas at Austin,- University Health Services, 100 West Dean Keeton, Austin, Texas 78705, (512) 471-4955, or visit their Web page: www.utexas.edu/student/health/.

7. **Medication.** The Resident will bring no prescription medication onto Property or into Premises unless prescribed for the Resident by a licensed Medical Doctor for use by the Resident.
8. **Music and Sound.** No musical instruments or devices may be played or used in any manner that will disturb another Resident, particularly after 10:00 p.m. and before 8:00 a.m. No Resident or guest shall make any disturbing noises, engage in loud or boisterous conduct, or do anything that will interfere with the rights, comfort or convenience of other Residents.
9. **Parking.** All parking at the Property is reserved. All vehicles must be registered; those with assigned spaces or locations will receive a special decal for identification. Vehicles should be fully insured, as Owner assumes no responsibility for damage or loss, whether by collision, theft, vandalism, falling tree limbs, bird droppings or sap. Parking is not sufficient to meet demand for all Residents and therefore limited.
10. **Obstructions.** The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose than ingress and egress. Bicycles, scooters and such other vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.
11. **Hallways.** Hallways are not recreation areas. No frisbee, golf, or other sporting or recreational games are permitted in the building. No roller-skating/blading, skate boarding, riding scooters or bicycling is permitted in the building, courtyards or garage. No jumping in rooms or hallways, on beds or floors.
12. **Pets.** Pets of any kind are not permitted. Any pets discovered will be subject to confiscation and forfeiture. Residents will be charged for any damages incurred as a result of having pets in the Premises or on the Property.
13. **Prohibited Items and Acts.** The following acts and items are expressly prohibited in the Premises or Property:
 - A. Possession, use, or distribution within or around Property or Premises of alcohol, firearms (except to the extent expressly permitted by Section 92.026 of the Texas Property Code), ammunition, incense, flammable liquids, heating elements for wax or oils, candles, fireworks, or weapons; fees apply for possession thereof.
 - B. Possession, use, sale, transportation or distribution, in or around Property or Premises, of illegal drugs, alcohol, controlled substances, or explosives, whether past or present; fees apply for possession thereof.
 - C. Tampering with utilities or telecommunication equipment.
 - D. Using windows for entry or exit.
 - E. Bringing hazardous materials onto the Property.
 - F. Sharing keys or access information for the Property.
 - G. Any act(s) of fraud, or moral turpitude.
 - H. Legal proceedings or arrests for any of the above Prohibited Items or Acts, or for any criminal offense or behavior.
 - I. Failure to immediately disclose any of the above items or acts to Manager in writing, whether past, present or future.
 - J. Use of the Internet or phone lines for transmission or reception of any commercial activity, harmful or dangerous materials, offensive materials, or illegal or prohibited materials or activities.
 - K. Unauthorized removal of others' possessions.
14. **Rooms.** Residents must check with Manager for approval before affixing anything to the walls, ceiling or doors. Anything affixed to the wall, ceiling or doors becomes a part of the property and may not be removed upon departure, such as mirrors, shelving, ceiling fans, etc. Any hanging or affixing of anything on the walls may be done only with pins, small nails, thumbtacks or small picture hangers. All potted plants must have a dish to contain any overflow of water. Hanging plants are not permitted. Cinder blocks are not permitted. Any damages caused by a Resident or Residents will be billed in all or in part to the responsible Resident or Residents and their guarantors. No candles are allowed for any reason at any time; fees apply for possession thereof.
15. **Signs.** Residents may not place signs, photographs, or displays that are visible to any common areas or from the exterior of the buildings. No advertising, including but not limited to commercial or political advertising or soliciting, is permitted at any time anywhere in or about Premises or Property.
16. **Smoking.** All indoor areas are designated non-smoking; fees apply for non-compliance. Smoking is permitted only in first floor outdoor areas.
17. **Study Areas.** Residents must quietly use the study areas. Permission must be given when tutors or group studies need scheduling to come to Property or Premises.
18. **Telephones.** A telephone number for Resident must be registered with the offices of Manager. It is the Resident's responsibility to notify Manager if she wishes her number to be unlisted.
19. **Vaping.** All indoor areas are designated non-vaping; fees apply for non-compliance. Vaping is permitted only in first floor outdoor areas.
20. **Video Camera Equipment.** There are several video cameras located throughout the Premises and Property. This equipment is NOT constantly monitored. These devices are NOT designed for personal security and are simply intended as a means of communication and deterrent. **Owner is not liable for gates or doors left open, third parties entering, or entrances not being**

monitored. Video equipment can and does malfunction, fail to operate properly, or often remains unattended, and is not a protection or security device.

21. **Waiver Acknowledgements.** Resident acknowledges that they have read, understood, and agree with the rules, restrictions, requirements and policies as listed herein. Resident further agrees to read and adhere to the restrictions and rules posted for the fitness equipment and the pool use. **Resident releases, waives, and holds harmless Owner, Owner's Parties, and other Residents from any claims arising out of use of fitness equipment or pools.** Resident understands and acknowledges that neither Owner nor Manager and its employees offer lifeguards or supervision in connection with pool use or exercise equipment, whether on property or while as a guest at neighboring properties.

Exercise Room - Each Resident waives any and all claims for or by the Resident, the Resident's heirs, guests, or invitees of the Resident against Owner and Owner's Parties for any injury or illness that has or may directly or indirectly result from any services provided by Owner including use of the exercise facilities and exercise equipment, whether said facilities are in the Property or a neighboring fitness center. Resident agrees to read and follow the instructions for the use of the equipment posted within the exercise facilities, and further the Resident agrees not to engage in any exercise program or use of fitness equipment without first previously consulting with Resident's doctor in order to ensure a safe exercise program and proper use of equipment. Any malfunction or complaints regarding the exercise equipment must be immediately brought to the attention of Manager.

Swimming Pool - The swimming pools are reserved for Residents and their registered guests. Such use is at one's own risk. No lifeguard or other safety personnel are or will be on-duty at either of the two swimming pools at Property at any time. There are rules for pool use posted at each pool. Prior to the use of the pool, the Resident agrees to read and comply with the following rules:

- A. Pool hours are from 9 a.m. to 10 p.m. daily.
- B. There is no lifeguard supervision; therefore, Residents swim at their own risk.
- C. No children under 16 years of age are allowed in pool or pool area without adult supervision.
- D. No diving is allowed. The pools are shallow and not suitable for diving.
- E. No glass containers are allowed in or near the pool areas.
- F. No alcohol or drugs allowed.

Violation of rules may result in Resident loss of pool use or cancellation of this Contract. Any Resident who is incapable of swimming, or who has impaired judgment or use of their physical abilities due to medication, drugs, alcohol, or other medical, mental or physical conditions, shall at no time enter the pool or pool areas. At no time shall the Resident engage in dangerous behavior in or around the pools, or dive into the pools. Resident understands and acknowledges that the depths of both pools are very shallow and are not suitable for diving.

22. **NO PERSON MAY VARY OR WAIVE RULES.** No person or persons, except the Owner and/or an authorized representative, has the authority to verbally modify, change, add, subtract, alter, or contradict any provision of the Contract or to modify the Contract and then such change is not effective unless it is in writing and signed by the Owner and/or authorized representative. Any changes to Rules and Policies shall be posted in writing by Manager upon the bulletin boards within Premises or otherwise delivered to the Resident. Resident must observe and obey the Rules and Policies of Hardin House while on or within the Property, and is subject to fees and/or eviction, at Owner's discretion, for any infractions hereof.

Owner reserves the right to deny permission for any unwanted activity.