

Network and Internet Access Declaration and Agreement

Aspen Village LLC, 545 S. 2nd E. Rexburg, ID 83440 208-356-7701

All tenants are required to review and acknowledge their understanding of this agreement by signing below (whether connecting or not). If additional issues arise, related to networking/Internet use or access, the House Rules may be modified to address the issue and shall also apply. **By signing, tenant hereby declares that he/she has read, understands, and will abide by the terms and the conditions of the Network and Internet Access Declaration and Agreement as listed in this document (included as part of the House Rules), and all related terms of the housing contract. Tenant is not required to connect; however, all tenants must declare their intent with the manager—even if they don't have a computer—because the agreement also deals with other uses at the property. Future connection is allowed upon receiving written notification from the manager.** Furthermore, tenant understands that failure to abide by these conditions and agreements may result in the forfeiture of network or Internet privileges at this apartment complex and tenant will be responsible for any and all costs incurred by Aspen Village because of any violations. Tenant understands that management will take aggressive action if anyone is found in violation of the terms and conditions of this agreement—including potential default of housing contract, eviction, and loss of rent and/or fees paid. By signing this agreement tenant agrees to the terms and conditions of this agreement as they apply to any connection to the network and/or Internet provided at this property during contract term or occupancy. If need to connect changes at any time, then tenant understands that this agreement must be updated with the manager prior to establishing any type of physical or wireless connection, access, etc.! In providing an Internet connection to our tenants we cannot guarantee a connection for many reasons. (i.e....networks and the Internet are always vulnerable to malicious viruses, worms, etc. that can cause serious harm to a computer, network, and/or can lock up Internet access, etc.). In order to help protect our tenants from such issues, we find it necessary to take a firm approach with regard to network/Internet access when using any of the connections provided within the apartment facility.

Network and Internet Access Declaration and Agreement—Terms and Conditions

1. Connect Only When Authorized: I agree that I will not connect to the network/Internet provided at the apartment complex until all tenants of the apartment, in which I reside, have signed this document AND until receiving clear authorization to reconnect (from the manager of the apartment complex). Manager must sign this agreement before authorization will be granted.
2. Connect Only Authorized Equipment: When authorized, I will use only one (1) connection AND I will not use or allow to be used any hubs, switches, routers, servers, wireless connections, etc. without specified written permission from the manager.
3. Disconnect Policy: Upon verbal or written request of the manager, I will immediately disconnect (physically unplug, and/or disable any and all connection(s) to the Network/Internet services at Aspen Village). I will remain continuously disconnected until receiving clear authorization to reconnect from the manager (manager must sign this agreement before authorization can be considered). Furthermore, I agree to physically disconnect from the network, or allow such disconnection by the manager or assigns (if required), in order to facilitate maintenance issues or so management can identify/address network or virus related issues, etc.
4. Anti-Virus Software Agreement: I agree to install, use, maintain, and keep constantly updated, a commercial virus protection software (and all related/current virus definitions) at all times (if I declare that “I WILL CONNECT”). Such software must be capable of scanning for and repairing potential software viruses, worms, spyware, and etc. that may be introduced from time to time through media, email, or other internet/network transmissions, etc. Check with manager for some possible suggestions regarding some reasonable successful virus protection programs that other tenants may have used or that may be available. I will provide evidence (or immediately demonstrate compliance) of this activated software prior to connection and/or at any time requested by the manager or assigns. If this agreement is signed by tenant, management may also assume that the software is active and current and tenant is aware of the serious consequences for even a so call “temporary connection test” or other such “temporary” violations.
5. Customer shall not do any of the following:

Post or transmit any unlawful, obscene or pornographic information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law, including without limitation the U.S. export control laws and regulations; **Post or transmit any information or software, which contains a virus, worm, cancelbot, or other harmful component; copy, upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Internet which is PROTECTED BY A COPYRIGHT or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder (this includes but is not limited to downloading music, photos, or video files);** Abuse or fraudulently use this Service in any way not specifically set forth above; **Assign, sublet or resell the service or give access to others. Home or serve any domain(s) or sub-domain(s) or Participate in SPAM. Spamming is not allowed under any circumstances.**

6. Monitoring Agreement: I understand and agree that if I connect to the network/Internet, using the services or equipment installed or provided at the apartment complex, my network/Internet activity may be monitored and recorded in an effort to maintain the appropriate operation of the network, ensure compliance with the contract and the policy of BYU-Idaho, and to ensure compliance with any of the provisions stated herein or as required by applicable law. Monitoring reports may be turned over to the Dean of Students and/or the appropriate ecclesiastical leader or other appropriate authorities as identified by Aspen Village if violations are suspected.

7. Cooperation and Assistance: I agree to cooperate, assist, and not encumber or threaten management, or its assigns, in the process of identifying potential access or use violations as noted in this agreement. Furthermore, I agree to IMMEDIATELY report to management, any tenant that is violating this agreement or that may be attempting to access the computers of any tenant, the network of this apartment complex, or may be in any other way disrupting the network or common area/computers/equipment of this apartment complex. Attempts to HACK into the network or failure to follow specific set-up instructions may be considered a DEFAULT.

8. Sharing: I will not activate, allow to be activated, nor use the “SHARING” features of my computer operating system (or similar programs), to access or view the computer or equipment of another tenant in the apartment complex—including the following: Sharing of printers, sharing of data or program files, sharing of media files, storage of files or data on the computer of another tenant (using the network), etc. If sharing is identified, I will immediately notify the manager so that the issue can be resolved.

9. Violations—Fines and Fees (minimums: \$25 fine, \$65/hour Identification and maintenance, \$50 virus product—cost + handling, plus any related or consequential damages): I understand that in the event my computer is identified as a “potential source” or a “source” of a virus or malicious program (worm, etc.), or if my computer is identified as being a source for Downloading or Uploading of data (as mentioned below) that I must be IMMEDIATELY disconnected from all current or potential access to the network/Internet that is provided at the apartment complex. Furthermore, I agree to cooperate with owners, management or assigns, employees, certified technicians, law enforcement, etc.—allowing to investigation of my computer/equipment for any sources/potential sources of malicious or problematic programs, software, or equipment—and shall hold all harmless from future claims for such investigation, identification, correction, etc. I also understand and agree that if I do not have an active anti-virus protection software installed and running (**with current definition files that are updated at least every 7days**) AND/OR if I intentionally introduced or intentionally allowed to be introduced a computer software virus, worm, hoax, joke, etc. or violated the uploading/downloading policies mentioned above, that I may be responsible for all or part of the costs associated with any related or consequential down time, technician time, including damage or loss incurred by owners, management, tenants, etc. Fees and Damages may include, but are not limited to the following (immediate fee of \$25—minimum, plus a minimum of \$65/hour for any technician time to identify and/or resolve the problem): Costs associated with isolating the problem, restoring the network services at the apartment complex, equipment replacement/upgrade costs, data recovery costs, virus removal costs, software replacement costs, and all associated technician time. In addition, if it is determined that I have not installed and do not use adequate virus protection software (as identified above), I must or will be disconnected (until the software is installed and connection approved by manager)—previous fines and provisions shall apply. Finally, I understand that if I violate this agreement, I also forfeit my rights to future access or use of the network/Internet services available at this apartment complex (no refunds will be given)—either temporarily

or permanently, as determined by BYU-Idaho and/or management, etc. I further agree not to harm, vandalize, or in any way alter any external, or internal antennas, radios or other equipment and understand that I will be prosecuted to the fullest extent of the law if found guilty of such actions.

10. **File Uploading and Downloading:** I understand and agree that I will not participate in the uploading, downloading, or transferring of any copyrighted media (audio files, music files, video files, software, pictures, photos, data, SPAM mail, etc.) as instructed in the BYU-Idaho Student Handbook and/or as instructed by management. Of particular concern is transfer of large data files, SPAM, and the sharing of music and video type files—this is strictly prohibited (legal or illegal, copyrighted or not copyrighted) as it occupies and dramatically slows the network services for all tenants. Tenants shall immediately report any violations.

11. **Hold Harmless:** I understand and agree that owners, management and assigns, employees, etc. are not responsible for damage that may result from connection, access, or use to the network or Internet and as such will HOLD HARMLESS said parties for any damage, emotional trauma, loss, or inability to connect (i.e. equipment damage, ISP provider issues/service, electrical surges/spikes, electrical outages, content viewed or accessed, inability to access on-line even if for school classes/testing, etc.).

12. **Common Areas and Equipment:** I agree to apply these same rules when using the common area, computer, or equipment located at Aspen Village (as provided). I will not alter or tamper with any of the network/Internet related jacks or other equipment.

13. **AS IS SERVICE:** I understand that the internet service provided is an “AS IS” service for all tenants and that **no refunds will be issued if the service fails or connections cannot be maintained.**

14. **Alternate Service:** Except for Cable One internet service or dialup, I understand that no other internet service will be allowed if it involves the transmission of service over any wireless, or additional physical lines at Aspen Village.

15. **Tenant Understands** further that the internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Aspen Village’s authorized or unauthorized users access such materials at their own risk. Aspen Village has no control over and accepts no responsibility whatsoever for such material.

16. **The Service is Provided:** on an “as is” basis and “as available” basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement, or implied warranties or merchantability or fitness for a particular purpose or guarantee minimum and/or maximum bandwidth. No advice or information given by Aspen Village, its affiliates or its contractors or their respective employees shall create a warranty. Neither Aspen Village, its affiliates or its affiliates warrants that the service shall be uninterrupted or error free or that any information, software or other material accessible on the service is free of virus, worms, Trojan horses, or other harmful components.

17. **Under No Circumstances** shall Aspen Village Rexburg, LLC, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from customer’s use of or inability to use the service or to access the internet or any part thereof, or tenant’s reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defect, delays in operation, or transmission, or any failure of performance.

18. **Some Cordless Phones** have the same frequency as the wireless internet and it can affect the internet service. Please don’t put your phones by the computers.

19. If you would like a copy of this agreement please request one at time of signing. Copies are available at the Aspen Village Office. I understand that the beginning of each semester the Internet system will be locked down and access back on will be granted after I have resigned the agreement form at the office.

Mold Addendum for Aspen Village Apartments LLC

Ten Things You Should Know About Mold

1. Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints. Molds can trigger asthma episodes in sensitive individuals with asthma. People with asthma should avoid contact with or exposure to molds.

2. There is no practical way to eliminate all molds and mold spores in the indoor environment; the way to control indoor mold growth is to control moisture.
3. If mold is a problem in your home, you must clean up the mold and eliminate sources of moisture.
4. Fix the source of the water problem or leak to prevent mold growth.
5. Reduce indoor humidity (to 30-60%) to decrease mold growth by: venting bathrooms, dryers, and other moisture-generating sources to the outside; using air conditioners and de-humidifiers; increasing ventilation; and using exhaust fans whenever cooking, dishwashing, and cleaning.
6. Clean and dry any damp or wet clothing and furnishings within 24-48 hours to prevent mold growth.
7. Clean mold off hard surfaces with water and detergent, and dry completely. Absorbent materials may need to be replaced.
8. Prevent condensation: Reduce the potential for condensation on cold surfaces (i.e., windows, & exterior walls) by adding ventilation.
9. In areas where there is a perpetual moisture problem, do not install carpet and frequently check throw rugs and mats for mold.
10. Molds can be found almost anywhere; they can grow on virtually any substance, providing moisture is present. There are molds that can grow on wood, paper, carpet, and foods.

How do molds affect people?

Some people are sensitive to molds. For these people, exposure to molds can cause symptoms such as nasal stuffiness, eye irritation, wheezing, or skin irritation. Some people, such as those with serious allergies to molds, may have more severe reactions. Severe reactions may include fever and shortness of breath. Some people with chronic lung illnesses, such as obstructive lung disease, may develop mold infections in their lungs.

Moisture Control

Water in your home can come from many sources. Showers or even cooking can add moisture to the air in your home. The amount of moisture that the air in your home can hold depends on the temperature of the air. As the temperature goes down, the air is able to hold less moisture. This is why, in cold weather, moisture condenses on cold surfaces (for example, drops of water form on the inside of a window). This moisture can encourage biological pollutants to grow.

There are many ways to control moisture in your home:

- Use exhaust fans in bathrooms and kitchens to remove moisture to the outside. Turn off certain appliances (such as humidifiers or kerosene heaters) if you notice moisture on windows and other surfaces.
- Use dehumidifiers and air conditioners, especially in hot, humid climates, to reduce moisture in the air, but be sure that the appliances themselves don't become sources of biological pollutants.
- Raise the temperature of cold surfaces where moisture condenses. Open doors between rooms (especially doors to closets which may be colder than the rooms) to increase circulation. Circulation carries heat to the cold surfaces. Increase air circulation by using fans and by moving furniture from wall corners to promote air and heat circulation. Be sure that your house has a source of fresh air and can expel excessive moisture from the home.
- Pay special attention to carpet on concrete floors. Carpet can absorb moisture and serve as a place for biological pollutants to grow. Use area rugs which can be taken up and washed often.
- Moisture problems and their solutions differ from one climate to another. The Northeast is cold and wet; the Southwest is hot and dry; the South is hot and wet; and the Western Mountain states are cold and dry. All of these regions can have moisture problems. The types of construction and weatherization for the different climates can lead to different problems and solutions.

I have read and understand the issues regarding mold, how to prevent mold from developing and that this can cause serious health problems. I agree that I will follow these guidelines and if in the event I cannot control mold growth I will contact the manager immediately.

Aspen Village Apartments House Rules

1. Please do not drive on the sidewalks or grounds (this includes the lawn).
2. Please do not park in any undesignated place or in the circle in front of the lounge/recreation center. This also applies to non Aspen Village tenants. If guests are staying for an extended period of time (more than 15 minutes) they will need to park on the street. Failure to observe this rule may result in towing/booting charges.
3. Quiet hours are from 10:00pm to 8:30am and must be observed. However, stereos and instruments should never be played in an excessive manner.
4. Trash needs to be deposited in the dumpsters in the nearest parking lot. Please do not leave bagged trash in front of your apartment door, (which may cause problems because of stray animals in the area).
5. Please do not discard trash in the laundry rooms, stairwells, or on top of the roof.
6. Please do not throw “cooking grease” outside your door or down the sink.
7. Please do not put nails or screws in the walls. Do not attach anything permanently to walls, fixtures, or furniture. Do not use stickers, paint, or any form of graffiti on walls, furniture, or any other property of Aspen Village.
8. Do not remove any furniture from apartments. Furniture must remain in apartments at all times (do not take chairs, TV’s, couches, etc. outside). Do not stack the furniture (such as beds on top of dressers). And do not disassemble furniture (such as beds).
9. Do not use apartments for babysitting, woodworking, engine repair, soldering, or welding.
10. Do not work on any kind of automobile in any of the Aspen Village parking lots.
11. Do not store bicycles in the apartment. Bicycles may be chained to the stairwells.
12. Do not climb onto the roofs of any of the buildings.
13. Firearms of any kind, including any type of pellet gun, are not allowed and will be confiscated if discovered.
14. Fireworks are not allowed.
15. Please do not remove screens from windows. Tenants will be held accountable for broken screens and windows. If you get locked out, the Night Manager can let you in.
16. Pets of any kind are prohibited (including fish), and are against BYU-Idaho Housing Rules. Pets found in apartments will be turned over to the animal shelter.
17. Any person staying at Aspen Village who has not signed a contract, who has not obtained permission (either expresses or written), or is not a degree seeking student enrolled in BYU-Idaho, will be considered a stowaway, and will be

prosecuted to the full extent of the law. Tenants who invite stowaways into their apartments will be held accountable financially and legally.

18. Monthly “Regular Clean Checks” and “White Glove Clean Checks” are mandatory. Fines may be incurred if clean checks are not performed properly.
19. All regulations in the BYU-Idaho Handbook must be followed. A copy of the handbook can be obtained from the Aspen Village office or BYU - Idaho.
20. All Rules posted in the swimming pool and lounge area must be followed – no exceptions. Failure to follow the rules will result in a loss of privileges and possible fine.

If violation of these rules causes damages, students will be charged the cost of replacement and / or cost of labor involved.

I have read the above rules and accept full responsibility for any damages caused by my violating these rules.