

Dear Prospective Resident,

Congratulations on your acceptance to UCSB and thank you for choosing Tropicana Del Norte as your new college “home.” It is imperative to fill out this Contract packet completely and send it in as soon as possible, as housing requests are done on a first-come, first-served basis.

Tropicana Del Norte is located adjacent to UCSB at the West Gate. Recent renovations have further improved our beautiful property for you to enjoy including: a recreation room (furnished with a large plasma TV, pool table, air hockey, Xbox, Wii, and ping pong table), a café, a fitness center, swimming pool, a 24-hour study room and laundry room. Light housekeeping service is provided on a regular basis. Suite style living accommodations at Tropicana Del Norte include a living room, three bedrooms, and two bathrooms per suite. The suites are furnished with an extra long twin bed, a desk, desk chair and dresser for each resident, as well as living room furniture. The Tropicana Del Norte contract provides unlimited dining (when open) in our state of the art café, all utilities (except telephone), cable TV, internet connection (wired and wireless) and numerous social/academic programs provided by our live-in staff to help build strong community.

Our rates for the UCSB 2011-2012 academic year are enclosed with the contract. **We recommend that you complete and return the Contract (with the proper payments) as soon as possible. Room assignments are based on a first-come, first-served basis of completed contracts.**

Please read this information carefully, being sure you understand all provisions before signing.

The following items are needed to complete your contract. Please make sure all items are completely filled out and legible.

This lease packet is for UCSB – Tropicana Del Norte.

- 1. Tropicana Del Norte - UCSB Information Card 2011-2012 (completely filled out)**
- 2. Tropicana Del Norte Roommate Assignment Information 2011-2012 (completely filled out)**
- 3. Schedule of Payment Option Plans 2011-2012 (option selected, signed and dated)**
- 4. Tropicana Del Norte Student Contract 2011-2012 (signed, initialed and dated)**
- 5. Tropicana Del Norte Contract Addendum 2011-2012 (each page initialed and dated on bottom)**
- 6. Tropicana Del Norte Student Responsibilities Form 2011-2012 (signed and dated)**
- 7. Tropicana Del Norte Internet Services Acceptable Use Policy 2011-2012 (signed and dated)**
- 8. Include a copy of Guarantor's Drivers License**

There will need to be three (3) separate checks attached to your contract as follows:

Send completed Contracts and Payments to: 6585 El Colegio Road, Goleta, CA 93117 attn: CONTRACTS

Purpose	Cost	Make Check Payable to:
1. First Contract Installment	\$ 1,000.00	Tropicana Del Norte
2. Security Deposit	\$ 350.00	Tropicana Del Norte
3. Tropicana Student Organization	\$ 150.00	Tropicana Student Organization (TSO)

After receipt of the completed contract package we will send an acknowledgement letter via email confirming that a space has been reserved for you. We look forward to having you join us in the fall. Should you have any questions or desire additional information, please contact our office Monday through Friday, 8:00 AM – 5:00 PM, at (805)968-0351. Please visit during Spring Insight or when you're in the Santa Barbara area. You can visit us virtually on the web at www.tropicanaadelnorte.com. We look forward to hearing from you soon!

Sincerely,

Ben Sample
Executive Director

Wendy Ballard
Director of Leasing and Marketing

Tropicana Del Norte - UCSB Information Card 2011-2012

STUDENT INFORMATION SECTION

Please Print Clearly

Last Name:	First Name:	M.I.:	Home Phone: ()
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Permanent Address:	Street:	City:	State:	ZIP:
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Student Social Security #:	Birth Date: / /	Email:
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Male or Female (Circle one please)	Student Cell Phone ()
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Student Status for NEXT year:	I will be a:	Are you a UCSB Athlete?
Freshman	New Resident	(Circle one): YES NO
Sophomore	Returning Resident	
Junior	Transfer Student	If you are an athlete what team?
Senior	International Student	
Perm #:	Other (Explain):	

GUARANTOR'S INFORMATION

Last Name:		Email 1:	
First Name:		Email 2:	
Address:		Home Phone:	
Address (Continued):		Cell Phone:	
City/State/Zip:		Work Phone:	

EMERGENCY CONTACT INFORMATION

If Yes, you can skip. If No, please fill out information listed below.

Same as Guarantor's Information? Yes/No

Last Name:		Home Phone:	
First Name:		Cell Phone:	
Email 1:		Work Phone:	
Email 2:		Other Number:	

How did you hear about Tropicana Del Norte? (Circle one):	Relative	Friend	UCSB	SBCC	UCSB's Web Site
	Tropicana's Web Site	Coach	Tour	Other _____	

Tropicana Del Norte

Room Assignment Information

2011-2012

Last Name:	First Name:	M.I.:
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Student Cell Phone Number: ()	Birthdate:
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Gender: Male Female	Student Email:
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Please make sure the following questions are filled out BY THE STUDENT, not the guarantor. This information will help in assisting the Tropicana Del Norte staff in placing you in the suite that we feel will best suit your needs while living at Tropicana Del Norte. Every effort will be made to accommodate your request, but we do not and cannot guarantee that your preferences can or will be accommodated.

1. Do you consider yourself to be a: Circle one that best fits you.	Morning Person	Night Person
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2. Rate yourself as to how clean you are: (1= Clean , 10 = Messy)	(Clean) 1 2 3 4 5 6 7 8 9 10 (Messy)
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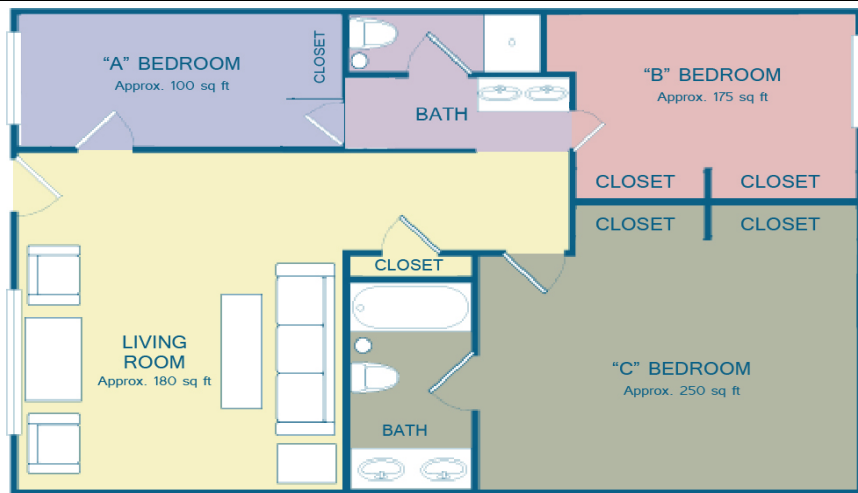
3. Rate yourself on how loud of a person you tend to be:(1= Quiet, 10 = Loud)	(Quiet) 1 2 3 4 5 6 7 8 9 10 (Loud)
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4. Would you be interested in any theme housing that Tropicana Del Norte may provide. If Tropicana Del Norte were to offer this, the goal would be to put students with similar interests with each other. (Check all that apply)

<input type="checkbox"/> Living with Freshmen	<input type="checkbox"/> Want to live with others who are Non-smokers.
<input type="checkbox"/> Living with Upper Classman	<input type="checkbox"/> **Note: All suites are tobacco free.
<input type="checkbox"/> Living with Transfer Students	<input type="checkbox"/> Want to live with others that will choose a 100% alcohol/drug free environment.
<input type="checkbox"/> Living with International Students	<input type="checkbox"/> **Note: All suites will need to follow policies and regulations in regards to the alcohol and drug policy.
<input type="checkbox"/> Living with Student Athletes	

5. Room Preference Section: I would most prefer a (please rank your room preference 1 = highest; 8 = lowest)

<input type="checkbox"/> Single - In the "A" Bedroom	<input type="checkbox"/> Single - In the "B" Bedroom	<input type="checkbox"/> Single In the "C" Bedroom	<input type="checkbox"/> Double In the "A" Bedroom
<input type="checkbox"/> Double In the "B" Bedroom	<input type="checkbox"/> Double In the "C" Bedroom	<input type="checkbox"/> Triple In the "C" Bedroom	<input type="checkbox"/> Quad In the "C" Bedroom



Our standard room set-up is pictured at left, but the different options/room types for each bedroom are listed above. We encourage you to visit our website: www.tropicanaadelnorte.com to get more information about the typical size of the suites. If you haven't already, we welcome you to come and take a tour to view all the different room types listed here (to the left). This suite layout is the typical suite layout. Dimensions may slightly vary from suite to suite.

This diagram to the left is the TYPICAL 3 Bedroom/2 Bath set up at Tropicana Del Norte. Please note that some rooms may vary from room to room, but most rooms are fairly close to this arrangement. The estimated square footage of an A Bedroom is roughly 100 sq. feet. The estimated square footage of a B Bedroom is 175 sq. feet. The Estimated square footage of a C Bedroom is 250 sq. feet.

6. Suitemate Preferences

Tropicana Del Norte works hard to honor suitemate requests, but we are unable to guarantee requests. It is MANDATORY that all parties request each other to be placed together. Both parties need to write down each other's names in order for Tropicana Del Norte to consider this request. Example: If John and Steve want to live together, BOTH John and Steve need to fill this section out AND request each other. If either person does not fill out this section, we will NOT place you as roommates, as you BOTH did not request to live with one another.

YES, I do have suitemate requests. If you answer yes, please fill out the information listed below completely.	NO, I don't have any suitemate requests.
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Most preferred Suitemate: 1. First, Last Name:	
2. First, Last Name:	
3. First, Last Name:	
4. First, Last Name:	
Least Preferred Suitemate: 5. First, Last Name:	

LAST Name: _____ **FIRST Name:** _____ **Email:** _____

SCHEDULE of PAYMENT OPTION PLANS UCSB 2011-2012 - TROPICANA DEL NORTE

Select the payment option plan by which you will pay the Owner. If you do not indicate a payment option plan by which you will pay the Owner, you will be deemed to have selected payment option #1.

OPTION # 1 - MONTHLY INSTALLMENT PLANS

MONTHLY INSTALLMENT SCHEDULE 2011-2012

Payment	Due Date	Quad (4 in C)	Triple (3 in C)	Double (2 in A)	Double (2 in B)	Double (2 in C)	Single (1 in A)	Single (1 in B)	Single (1 in C)
#1	Signing of Contract	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
#2	Sept. 1, 2011	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
#3-#10	Oct. 1, 2011 - May 1, 2012	\$ 875	\$ 1,000	\$ 1,190	\$ 1,395	\$ 1,565	\$ 1,815	\$ 2,000	\$ 2,250
Total Contract		\$ 9,000	\$ 10,000	\$ 11,520	\$ 13,160	\$ 14,520	\$ 16,520	\$ 18,000	\$ 20,000

Note: Installments #3 - #10 are all due on the 1st of the month, Oct. 1, 2011 - May 1, 2012. Monthly Bills are NOT issued. A Late Fee of \$50 will be charged to resident if payment is received after the 5th of the month. Please include resident's name, suite number on all checks.

OPTION # 2 - PAY IN FULL (3% Discount)

PAY IN FULL 2011-2012

Payment	Due Date	Quad (4 in C)	Triple (3 in C)	Double (2 in A)	Double (2 in B)	Double (2 in C)	Single (1 in A)	Single (1 in B)	Single (1 in C)
#1	Signing of Contract	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
#2	Sept. 1, 2011	\$ 7,730	\$ 8,700	\$ 10,174	\$ 11,765	\$ 13,084	\$ 15,024	\$ 16,460	\$ 18,400
Total Contract		\$ 8,730	\$ 9,700	\$ 11,174	\$ 12,765	\$ 14,084	\$ 16,024	\$ 17,460	\$ 19,400

Note: Payments not received by Sept. 1st, 2011 will not receive the 3% discount.

OPTION # 3 - FINANCIAL AID PAYMENT

FINANCIAL AID PAYMENT SCHEDULE 2011-2012

Payment	Due Date	Quad (4 in C)	Triple (3 in C)	Double (2 in A)	Double (2 in B)	Double (2 in C)	Single (1 in A)	Single (1 in B)	Single (1 in C)
#1	Signing of Contract	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
#2	October 4, 2011	\$ 2,667	\$ 3,000	\$ 3,507	\$ 4,053	\$ 4,507	\$ 5,173	\$ 5,667	\$ 6,333
#3	January 12, 2012	\$ 2,667	\$ 3,000	\$ 3,507	\$ 4,053	\$ 4,507	\$ 5,173	\$ 5,667	\$ 6,333
#4	April 7, 2012	\$ 2,667	\$ 3,000	\$ 3,507	\$ 4,053	\$ 4,507	\$ 5,173	\$ 5,667	\$ 6,333
Total Contract		\$ 9,000	\$ 10,000	\$ 11,520	\$ 13,160	\$ 14,520	\$ 16,520	\$ 18,000	\$ 20,000

Note: To qualify, please provide the official award letter from UCSB. UCSB doesn't fund Tropicana Del Norte directly. You will need to pay Trop Del Norte directly after receiving funds from UCSB.

Additional Costs:	(Due upon signing contract regardless of payment option selected)
Security Deposit - (Make separate check payable to: Tropicana Del Norte)	\$ 350.00
Tropicana Student Organization + Activity Fee (Make check payable to: Tropicana Student Organization)	\$ 150.00
Total Additional (one time) Costs	\$ 500.00

I agree to follow the plan I selected above. I understand I will be following the schedule based on the suite and room type provided to me at Owner's sole discretion.

Resident Signature _____ Date _____ Guarantor Signature _____ Date _____

UCSB 2011-2012 ACADEMIC YEAR CALENDAR

FALL QUARTER - 2011

September 18	Sunday	Tropicana Del Norte opens 9:00 am; meals begin with dinner
September 22	Thursday	UCSB Fall Quarter begins
November 11	Friday	Academic Holiday – Holiday Meal Schedule
November 23	Wednesday	Thanksgiving recess begins; last meal lunch Tropicana Del Norte closes at 1:00 pm
November 27	Sunday	Tropicana Del Norte reopens at 1:00 pm
November 28	Monday	Instruction resumes; meals begin with breakfast
December 9	Friday	Fall Quarter ends; last meal dinner Tropicana Del Norte closes at 10:00 pm

WINTER QUARTER - 2012

January 8	Sunday	Tropicana Del Norte reopens at 1:00 pm
January 9	Monday	UCSB Winter Quarter begins; meals begin with breakfast
January 16	Monday	Academic Holiday – Holiday Meal Schedule
February 20	Monday	Academic Holiday – Holiday Meal Schedule
March 24	Saturday	Winter Quarter ends; meals served through lunch Tropicana Del Norte closes for UCSB Students at 1:00 pm

SPRING QUARTER - 2012

April 1	Sunday	Tropicana Del Norte reopens at 1:00 pm
April 2	Monday	UCSB Spring Quarter begins; meals begin with breakfast
May 28	Monday	Academic Holiday - Holiday Meal Schedule
June 15	Friday	Spring Quarter ends; last meal dinner
June 16	Saturday	Tropicana Del Norte closes at 12 p.m.

This calendar is based on the academic and administrative calendar published by UCSB, and is subject to change.

**TROPICANA DEL NORTE
UCSB - STUDENT CONTRACT
2011-2012**

This Contract (the "Contract") is made between FONTAINEBLEU HOLDINGS, L.L.C., a Delaware Limited Liability Company, doing business as TROPICANA DEL NORTE, hereinafter referred to as "Owner," and the individual named below hereinafter referred to as "Student". In consideration of the following covenants and agreements Owner shall, upon the terms and conditions set forth herein, provide to Student the services described in this Contract and allow Student the non-exclusive right to enter upon and use the facilities commonly known as Tropicana Del Norte and located at 6525 El Colegio Road, Goleta, California, 93117 (hereinafter the "Property"). This Contract grants to Student, on the terms and conditions set forth below, a license for the use of the Property. No interest in the Property, or estate in said Property, is granted to Student by this Contract.

STUDENT INFORMATION

STUDENT'S NAME:

Last Name

First Name

M.I.

STUDENT'S PERMANENT ADDRESS:

Address

City

State

Zip

ADDITIONAL STUDENT INFORMATION:

Date of Birth

Social Security No.

Home Phone

Email Address

Student Cell Phone

PAYMENT PLAN

Contract Start Date: September 18, 2011

Security Deposit: \$350.00

Contract End Date: June 16, 2012

**Contract Rate to be paid by student in accordance with the attached Schedule of Payments Option Plans. The specific rate to be charged is based upon the type of suite assigned by Owner. Refer to the attached Schedule of Payments Option Plans to see different options.

SERVICES AND FACILITIES PROVIDED BY OWNER

OWNER SHALL PROVIDE TO STUDENT:

A. Except as otherwise stated herein, meals each day, beginning the day after the Contract Start Date, Monday through Friday, and meals each Saturday and Sunday. Academic Holidays will have the same hours as the weekend hours, as shown on the Academic Year Calendar attached hereto. No meals will be served during any semester break, quarter break, Contract End Date or other academic recess scheduled by the College or University the student has disclosed he/she will be attending during the term of this Contract including the Saturday and Sunday immediately preceding and following such break or recess. Further, Owner will not be required to serve meals to Student during any period that Student is in default of any term of this Contract. All meals shall be provided at the Tropicana Del Norte dining facility located on the Property or at such other locations as Student may be notified of. The hours of meal service will be designated by Owner.

Admission to the Tropicana Del Norte dining facilities is restricted to Students (and their paying guests) by means of an identification (I.D.) system. Identification must be presented to the cafe checker upon entering the dining facility, or

upon request by Tropicana staff members. Other persons may not eat in the place of an absent Student since rates are determined in anticipation of an average rate of meal attendance. All food provided is to be consumed in the dining facility during established meal hours. Property such as plates, silverware, cups, etc. are not to be removed from the dining facility. Throwing food or beverages in the dining facility is prohibited.

B. Provide Student non-exclusive access to a furnished Suite at the Property for the term of this Contract. For purposes of this Contract, the term "furnished Suite" or the term "Suite" means and consists of a three (3) bedroom suite, connected to a joint living room and bathroom facilities which will be used by all individuals assigned by Owner to the particular Suite (hereinafter collectively referred to as the "Suite"). Student shall be assigned and entitled to the exclusive use of one (1) bed in the Suite assigned to him/her. Regardless of what the student has requested, the Suite, and roommates to be assigned to the Suite, shall be determined by Owner, at its sole discretion. Student understands and agrees that Student shall not have any right to use a specific Suite within Tropicana Del Norte, and that Owner has reserved the right to reassign Student to any other Suite for any reason. Additionally, Student understands and agrees that Owner reserves the right to enter assigned Suites at any time for any lawful purpose. Student understands and agrees that three (3) bedroom Suites may be occupied by as many as eight (8) individuals. Owner, at its sole discretion, reserves the right to utilize bedrooms for triple/quadruple occupancy.

Student shall have no right to enter upon, use or occupy the Property, including Student's assigned Suite during any semester break, quarterly break or holiday break, which includes Thanksgiving recess, winter and spring break, scheduled by the College or University Student has disclosed he/she will be attending during the term of the Contract. Students must vacate premises at all breaks, but may leave their belongings in their suite, at their own risk. Owner is not responsible for theft, damage, etc to contents of suite. Renters insurance is strongly recommended. Additionally, and regardless of what may be shown on the Academic Calendar no meal service will be provided during such scheduled breaks and recesses including the Saturday and Sunday immediately preceding and following such scheduled breaks and recesses.

C. Provide cleaning services for Community Spaces and Suites on a regularly scheduled basis.

ACKNOWLEDGEMENT AND ACCEPTANCE

STUDENT ACKNOWLEDGEMENT

I hereby acknowledge that I have received a complete copy of this Contract and that I have read, understand and agree to the terms and conditions in this Contract, the Contract Addendum, and the Community Policies listed on the Tropicana Del Norte website www.tropicanadelnorte.com under the student handbook section. If I violate any of the terms of the Contract, Contract Addendum or any of the Community Policies, I understand I am breaching my Contract. Such violation may, at Owner's discretion, result in termination of this Contract and/or the exercise of those remedies described in Paragraph 17 of the Contract Addendum.

Any signature submitted by facsimile or other electronic transmission shall be, and is, valid and binding as my original signature.

I agree to pay the total amount due under this Contract on or before the due dates outlined in the Schedule of Payment Option Plans and as stated in this Contract and the Contract Addendum.

I agree that this Contract incorporates by reference the Contract Addendum, Student Responsibilities that include the Student Handbook available online at www.tropicanadelnorte.com, the Academic Year Calendar, the Internet Services Acceptable Use Policy and the Schedule of Payment Option Plans. Collectively these documents are referred to as the "contract" and constitute the full and complete Contract between Owner and Student.

1.) I have read, I understand and agree to the Student Acknowledgement statements above.
(Initial Box)

LIABILITY

Neither the Owner, Fontainebleu Holdings, LLC, a Delaware Limited Liability Company, their representatives, employees, officers, directors, agents and affiliates (collectively the "Released Parties"), will be liable to Student for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. THE RELEASED PARTIES ARE NOT LIABLE TO STUDENT OR ANY OTHER PERSON FOR PERSONAL INJURY OR DAMAGE OR LOSS TO PERSON OR PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, EARTHQUAKE, TSUNAMI, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY RELEASED PARTIES INTENTIONAL CONDUCT. OWNER URGES YOU TO OBTAIN YOUR OWN INSURANCE FOR LOSSES DUE TO SUCH CAUSES. YOU RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE FOR LOSS OR THEFT OF YOUR PERSONAL PROPERTY, WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN

CONNECTION WITH USE OF THE SUITE, COMMUNITY SPACES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

2.) I have read and understand the Liability provisions above. (Initial Box)

3.) I have read, I understand and agree to abide by the Remedies provisions contained in Paragraph 17 of the Contract Addendum and all other provisions of the Contract Addendum. (Initial Box)

4.) I have read, I understand and agree to abide by the Community Policies and the policies and procedures set forth in the Student Handbook available online at www.tropicanaadelnorte.com. (Initial Box)

5.) Notwithstanding Owner's acceptance of funds tendered by student with student's signed Contract, student understands that submission of this completed Contract DOES NOT guarantee Student accommodations at Tropicana Del Norte. A Suite will not be assigned until after this Contract is signed by all parties and the Guarantor. If Owner accepts Student, Owner will notify Student and confirm Student's Suite assignment, and suitemates. If Owner does not accept your Contract, Student funds tendered by Student to Owner will be refunded. (Initial Box)

6.) I understand that suite assignments will not be given until late August/early September and suites will be assigned at owners sole discretion. (Initial Box)

7.) I understand that any damage done to my suite, including painting/writing/graffiti on the walls, holes in the walls, carpet damage, etc. may require Tropicana Del Norte or its choice of vendor to immediately fix the damage at my expense. (Initial Box)

ASSIGNMENT AND SUBLETTING

Student may not assign the Contract or sublet, without Owner's prior written consent which consent will not be unreasonably withheld. Prior to consenting to any assignment or subleasing Owner may require a new or additional guarantee.

Your signature below acknowledges that the Contract, Contract Addendum and Community Policies - Student Handbook constitutes, when accepted by Owner, the full and complete agreement between you and Tropicana Del Norte. You agree to all terms and conditions and agree to pay all sums due.

STUDENT SIGNATURE: _____ **DATE:** _____

GUARANTY

GUARANTY: GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID.

As a condition of entering into this Contract, Owner requires the Guarantor to execute and deliver this Guaranty for the benefit of Owner.

Guarantor absolutely and unconditionally guarantees to Owner the timely payment of all sums Student may at any time owe under this Contract or any extensions, renewals or modifications of the Contract. Guarantor further guarantees to Owner the full, faithful and timely performance by Student of this Contract, or any extensions, renewals or modifications of the Contract. If Student shall default at any time in the payment of sums, costs or charges, or in the performance of any covenant or obligation under this Contract, then Guarantor, at Guarantor's expense, shall on demand by Owner fully and promptly pay all sums, charges and costs to be paid and perform all other covenants and obligations to be performed by Student pursuant to the terms of this Contract. In addition, Guarantor shall, on demand by Owner, pay to Owner all sums due to Owner, including, without limitation, all interest on past due obligations of Student, costs advanced by Owner, damages and all expenses (including, without limitation, court costs and reasonable attorney fees) that may arise out of this Contract. Guarantor authorizes Owner, without notice or demand and without effecting Guarantor's liability under the Guaranty, to: (a) consent to any extensions, accelerations or other changes in the time for any payment provided in this Contract, or consent to any other alteration or any covenant, term or condition of this Contract in any respect and to consent to any assignment, subletting or reassignment of this Contract; (b) take and hold security for any payment provided in this Contract or for the performance of any covenant, term or

TROPICANA DEL NORTE CONTRACT ADDENDUM 2011-2012

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DEFINITIONS

Student: The Student named in the Contract (“you” or “your”).

Owner: Fontainebleu Holdings, L.L.C., a Delaware Limited Liability Company doing business as Tropicana Del Norte (“us,” “we” or “our”).

Tropicana Del Norte: Tropicana Del Norte Student Complex located at 6525 El Colegio Road, Goleta, California, 93117 also referred to as the “Property.”

Contract: Tropicana Del Norte Information Card, Room Assignment Information, Schedule of Payment Option Plans, Academic Year Calendar, Tropicana Del Norte Student Contract, Contract Addendum, Student Responsibilities and Internet Services Acceptable Use Policy.

Addendum: Tropicana Del Norte Contract Addendum.

Community Policies: The rules and regulations governing group living at Tropicana Del Norte, incorporated by reference with the Contract and Contract Addendum. These are available at www.tropicanadelnorte.com under the Student Handbook section.

Suite/Assigned Suite: As used herein, the term “Suite” or “Assigned Suite” means and refers to that Suite which has been assigned to the Student and to which the Student has been given the non-exclusive right to use pursuant to the terms of the Contract and Contract Addendum and subject to the Tropicana Del Norte Community Policies.

This Contract is for space and services at Tropicana Del Norte. We will determine the specific Suite bed space on or before the Contract Start Date, and reserve the right to change or amend the assignment as necessary.

Contract Start Date and Contract End Date are indicated in the contract.

The Contract Term is the length of time between the Contract Start Date and the Contract End Date determined by the UCSB Academic Year Calendar.

The Contract incorporates by reference this Addendum and the Community Policies and collectively these documents constitute the full and complete Contract between Owner and Student.

All checks and money orders must be payable to “**Tropicana Del Norte.**”

Revised 2/11

STUDENT INITIALS

DATE

GUARANTOR INITIALS

DATE

1. DESCRIPTION OF SERVICES

We agree to provide to you and you agree to pay for the following:

a. Pursuant to the terms of the Contract, we agree to provide to you, and you agree to pay for, those services and facilities described in the Contract.

b. In addition to the Suite assigned to you and any Suitemates assigned to that same Suite, you are also entitled to non-exclusive use of the Community Spaces at Tropicana Del Norte which are those areas open for use, as determined from time to time by Owner, by all other licensees of the Property and subject to the reasonable rules and regulations governing use as Owner may establish. By way of example, the Community Spaces include, without limitation, laundry facilities, courtyards, breezeways, recreation rooms, stairwells, and recreational areas.

However, we have the right to relocate you from one Suite to another. If we relocate you for our convenience, we pay costs, if any, associated with changing your telephone. If we relocate you at your request, or as a consequence of violating the Contract, the Contract Addendum or the Community Policies, you will incur all costs, including our administrative costs resulting from such relocation.

2. USE

Only you and other licensed users of the Property can use the Property and its facilities. Unless specifically approved by us, you may not have any additional persons in your Suite.

We are not responsible for the conduct of other occupants of the Property. With respect to the conduct of other occupants, you waive the implied covenant of quiet enjoyment. The fact that you and your suitemate, or any other occupant(s) may be in conflict with one another will not act as grounds to void the Contract or claim a breach of the implied covenant of quiet enjoyment.

3. CONTRACT TERMS

The Contract starts on the Contract Start Date and ends at noon on the Contract End Date, but you may not use the Property and Community Spaces until we have completed and fully executed Contract and any required guaranty. If we do not provide the Suite to you when we are supposed to, whether on the Contract Start Date or during the Term, we will not be liable to you for damages; however, you will not owe us payment for that period (but that is the only remedy that you have).

4. HOLDOVER

If you still occupy the Suite past the Contract End Date, or the date on which we notify you to leave the Suite, we have the right in accordance with State Law to recover possession of the Suite and Community Spaces. Additionally, we may recover damages we may suffer by reason of your hold over together with attorney fees and court costs.

Owner and Student agree that should grounds exist to evict Student from the Suite and Property, Owner may use any lawful means and it is specifically agreed Owner may proceed by way of an Unlawful Detainer as provided in California Code of Civil Procedure section 1161, et seq.

5. MOVE-IN

A Room Condition Report Form will be provided to you at the time you move into the Suite. Within twenty-four (24) hours after you move in, you shall inform Owner in writing of any defects or damages in your Suite; otherwise, the Suite, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition. Except for defects or damage which you inform us within the time and in the manner stated above, you accept the Suite, fixtures and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE SUITE, FIXTURES OR FURNITURE. While you are living at Tropicana Del Norte, any damages done after move-in (including painting the suite or writing on walls) will be subject to a conduct violation and may require immediate attention from Tropicana Del Norte to fix the problem immediately at the expense of the occupant(s). Parking is NOT included in rent, and can be purchased separately at Move-In. All parking spaces require a permit. Parking in non-refundable.

6. MOVE-OUT

You are obligated to pay sums owing under the Contract until the Contract End Date.

a. If you leave your Suite prior to the Contract End Date and Owner has not consented to terminate your Contract, you will be responsible for all remaining payments owing under the Contract. Owner may attempt to locate an individual to occupy your Suite but is under no obligation to do so. In the event you move out of your Suite prior to the Contract End Date, and fail to pay those sums remaining

due and owing under your Contract, Owner may exercise those remedies set forth in Paragraph 17 of the Contract Addendum.

b. When you leave, whether at or prior to the Contract End Date, your Suite must be left clean and in good repair and condition, reasonable wear accepted. If you fail to clean, or if anything has been damaged or is missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. You are notified that you may request, and may be present at, an initial inspection of the Suite by Owner. The inspection may not take place earlier than two (2) weeks before you intend to vacate. If you desire an inspection, you must notify the Owner. If you do not request an inspection, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our staff, which may not inspect your Suite until after you have moved out.

c. If you leave any of your personal property in the Suite or Community Spaces after you leave, or after the Contract End Date, that property is deemed to be abandoned by you. Your personal property will be disposed of.

7. CONTRACT TERMINATION

Tropicana Student Housing has a cancellation policy available online at: www.tropicanadelnorte.com for your review. Our policy is as follows:

- A. Cancellation before June 30 of the contract year, = \$500 cancellation fee.
- B. Cancellation between July 1 – August 21 = \$2000 cancellation fee (plus pro-rated daily rate – if any).
- C. Cancellation between August 22 – November 21 = \$5000 cancellation fee (plus pro-rated daily rate).
- D. Cancellation between November 22 – December 31 = \$3500 cancellation fee (plus pro-rated daily rate).
- E. Cancellation between January 1– February 28 = \$4000 (plus pro-rated daily rate).
- F. Cancellations after February 28 = \$3000 (plus pro-rated daily rate).

Notes about the Cancellation Policy:

- 1. Student/Guarantor still has the right to find an acceptable replacement student that Tropicana Student Housing agrees is a suitable replacement to avoid paying cancellation fee.
- 2. If you cancel your contract, to finalize your bill, we will take the following steps. (a.) we will calculate the total contract amount for the year and prorate the number of nights responsible during the

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contract. (b.) we will then add the cancellation fee according to the date of the cancellation. (c.) We add the cancellation fee, plus the nightly rate and number of days in contract and add any other fees or outstanding balances remaining on your account to determine your final account balance.

3. If you cancel your contract, you lose the right to park at our facility or to resell your space, and you will not be refunded any money for parking.

4. Your Tropicana Student Organization Fee will be forfeited.

5. Your security deposit will be returned less any cleaning or damage charges and outstanding balances.

6. Once you have checked out and your account is paid in full, you will be relieved of your contractual duties.

Note: If you are a member of the United States Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are returned to active military duty; or are a national guard or reservist called to active duty, then you may terminate the Contract by giving written notice to us from the US Government.

HOW TO CANCEL YOUR CONTRACT:

In order to begin this process, you will need to put your request in writing to the Director of Leasing and Marketing of Tropicana Student Housing or the Executive Director of Tropicana Student Housing. After acknowledgement of this request and after you have been informed in writing from our staff about the approval/acknowledgement of this cancellation, the process can begin to cancel your contract if this is the route that you choose.

8. SECURITY DEPOSIT

You have deposited with us a security deposit to secure the performance of your obligations under the Contract, including, but not limited to, monetary obligations to us caused by your breach of the Contract prior to the expiration date. We shall have the right, but not the obligation, to apply the security deposit in whole or in part to the payment of any unpaid sums due from you under the terms of the Contract. Our right to possession of the Suite and Community Spaces for a breach of the Contract by you shall not be affected by the fact that we hold a security deposit. Within 21 days after you vacate your Suite your security deposit will be accounted for in accordance with California Civil Code section 1950.5.

9. CHARGES

You, in return for the use and occupancy of the Suite and in consideration of the covenants and agreements contained herein, shall pay us by check, money order, all sums owing under the Contract, without offset or deduction except as

expressly allowed by law. Payments due under the Contract to Owner may be made at the Tropicana business office located at 6525 El Colegio Road, Goleta, California, 93117. Payments due may be paid, in person, between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, holidays excluded.

a. Payments under the Contract are due on the date shown on the Rate Sheet (Page 4) of the Contract. If sums owing under the Contract have not been paid by the fifth day after the due date, then on the sixth day after the due date, if the sum owing remains unpaid, Student will incur a late charge of \$50.00. Such late charges are assessed as reasonable reimbursement to us for the additional expense of administering late payments due under the Contract.

b. Payments must be made by personal check, money order, cashier's check. Personal checks will not be accepted six days after the due date. In the event you elect to pay by check, you shall pay Owner a fee of FORTY DOLLARS (\$40.00) for any check returned to us for non-sufficient funds, or which otherwise fails to clear the issuer's bank. Such returned check fee shall be due and payable immediately upon notification to you of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. Late charges, returned check fees and funds due from the returned check shall be paid by money order, cash, certified check, cashier's check. On the second occurrence of a returned check, no personal checks will be accepted for payment for the remainder of your Contract term.

c. At our option and without notice to you, any money that we receive from you can be applied first to obligations owing under the Contract, and then to sums owing under the Schedule of Payment Option Plans, regardless of whether you have made notations on the checks or money orders and regardless of when the obligation came about.

d. While we are not obligated to, we may accept partial payment, but we do not waive our rights to collect and enforce the payment of all amounts due. If we accept a partial payment, any remaining balance not paid in full by the due date will be considered late, and all fees associated with late payments will apply.

e. You are liable for all costs and charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached and included as a part of the Contract.

10. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies which we adopt for Tropicana Del Norte. The current Community Policies are located on our website www.tropicanaledenorte.com under the Student Handbook section and under the Tropicana Del Norte Student Responsibilities. These rules and policies are incorporated as a part of this Contract and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of the Contract.

By your execution of the Contract, you agree to comply with all ordinances, Student Handbook, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Suite and Community Spaces as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to Tropicana Del Norte (collectively, "Governmental Regulations"). Violating the law is a breach of the Contract.

11. MAINTENANCE, ALTERATION AND REPAIRS

a. You are responsible for and will take good care of the Suite and Community Spaces. You will not remove or relocate any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Suite and Community Spaces without our prior written consent. You may not remove Owner's furniture from any room and store it in an alternative location. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, the cost of all repairs made necessary by you or your guest's violation of the terms of the Contract. This includes the negligent or careless use of the Suite, Community Spaces or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom in your assigned Suite, damages to appliances, doors, walls, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to any part of the Property by other occupants, if we cannot determine who is responsible. This is referred to as Community Damage Billing. If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost

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incurred, you will pay us that amount within ten (10) days of demand after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the Contract End Date.

b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.

c. Except in the event of an emergency, if you have a request for repairs or services to your assigned Suite, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of furnace or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us immediately of: water leaks; electrical problems; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to the health or safety of yourself or others. Once we receive notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can not stop payment or reduce payments owing under the Contract. You specifically allow us, our respective agents, employees, repairers, service agents and representatives to enter the Suite in order to conduct such repairs and reconnections (see Paragraph 15, "Right of Entry").

d. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

e. We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Property because we are making repairs, alterations or improvements to the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

f. In order to minimize the potential for any mold growth, you are responsible to do the following:

- Keep your Suite clean – especially the bathroom(s), carpets and floors. Immediately throw away moldy food.

- Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom before you start showering. When showering, be sure to keep the shower curtain inside the tub.
- Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold.
- Clean any small areas of mold, which you discover on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic). The Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
- DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you will be held responsible for property damage to your Suite or any health problems that may result. We can't fix problems unless we know about them.

12. LIABILITY

Neither the Owner, Fontainebleu Holdings, LLC, a Delaware Limited Liability Company, their representatives, nor their respective employees, officers, directors, agents, and affiliates (collectively the "Released Parties"), will be liable to you for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your

personal conflict with your Suitemates. THE RELEASED PARTIES ARE NOT LIABLE TO YOU FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSON OR PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, EARTHQUAKE, TSUNAMI, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR INTENTIONAL CONDUCT. We urge you to obtain your own insurance for losses due to such causes. YOU RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (I) FOR LOSS OR THEFT OF YOUR PERSONAL PROPERTY, AND/OR (II) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE SUITE, COMMUNITY SPACES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

13. CASUALTY LOSS

If in our reasonable judgment, fire or other casualty materially damages the Suite, Community Spaces or the Property, we may terminate this Contract within a reasonable time after such determination by giving you written notice. If we terminate the Contract, and you did not cause the loss, we will refund prorated, prepaid payments and all deposits(s), less lawful deductions, which may be provided in the Contract. If we determine that material damage has not been caused to the Suite, Community Spaces or the Property, or, if we have elected not to terminate the Contract, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of payments owing for the unusable portion of the Suite, Community Spaces, or Property unless you or your guests are the cause of the fire or other casualty.

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14. NO PETS

Except as required by law, no pets, except fish in tanks that hold less than 10 gallons and approved service animals, are allowed (even temporarily) in any student suite at Tropicana. "Pets" include all mammals, reptiles, amphibians, birds, fish in tanks that hold more than 10 gallons and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without knowledge, violate the above you may be charged a \$300 pet fine, evicted, and/or subject to other remedies provided in the Contract. We may remove your unauthorized pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

15. RIGHT OF ENTRY

Owner reserves the right to enter your Suite, including your bedroom, as allowed by and pursuant to the provisions of California Civil Code section 1954.

16. DEFAULT

You are in violation of the terms of the Contract if:

- a. You fail to timely make payments owing under the Contract;
- b. You, any occupants approved by Owner, or your guests breach, either knowingly or unknowingly, the Contract or any addenda to it, the Community Policies, the Tropicana Del Norte Student Responsibilities, any rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into the Suite after completion of all required documentation, or, if you abandon the Suite (that is, you appear to have moved out before the Contract End Date, clothes and personal belongings have been substantially moved out and you have not been in your Suite for 5 consecutive days);
- d. You or the Guarantor have made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- e. You or your guest are arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana (including medical marijuana), or illegal drug paraphernalia as defined in applicable law;

- f. Any illegal drugs (including medical marijuana) or illegal drug paraphernalia are found in your assigned Suite (whether or not we can establish possession);
- g. You fail to pay any sanction, charge, or penalty within ten (10) days after it is levied in accordance with the Contract or the Community Policies.
- h. You are unable or show a refusal to adjust to the concept and requirements of living in a student residential environment.

17. REMEDIES

If you are in violation of the terms of the Contract we can, without demand or notice (other than as provided in this paragraph) and in addition to other remedies allowed by law:

- a. Collect any sanction imposed by the Contract, the Community Policies or hearing officer in a judicial hearing;
- b. Sue to collect past due payments and any other damages we have incurred because of your violating the terms of the Contract;
- c. Terminate your right to use the Property, but not terminate the Contract or end your monetary obligation under the Contract;
- d. Sue to collect all unpaid sums owing under the Contract and other sums which would become due until the Contract End Date or until another person takes occupancy (and then, we can still recover from you the difference between the payments you were supposed to pay and the payments actually paid by any new resident together with the administrative charge of \$500.00);
- e. Terminate the Contract and your right to use the Property;
- f. Report all violations to credit reporting agencies;
- g. Accelerate the remainder of the payments due under the Contract through the Contract End Date; or
- h. Notwithstanding the fact that the Contract creates a licensor or licensee relationship between Owner and Student, Owner and Student agree that Owner has all remedies set forth in California Civil Code section 1951.2 and 1951.4 including but not limited to:

- (1) Upon a breach of the Contract by Student, Owner may terminate the Contract in which case the damages which Owner may collect include the worth at the time of the award of the amount by which the unpaid sums for the balance of the term of the Contract, after the time of the

award, or for any shorter period of time specified in the Contract, exceed the amount of such loss for the same period that the Student proves could be reasonably avoided.

- (2) Upon a breach of the Contract by Student, Owner may continue the Contract in effect in which case the Owner also has the remedy described in California Civil Code section 1951.4. Owner may continue the Contract in effect after Student's breach and abandonment and recover sums owing under the Contract as they become due, provided Student has a right to sublet or assign, subject only to reasonable limitations.

In the event Owner elects to terminate Student's Contract, due to Student's breach, owner will refer to the contract termination rules set forth in paragraph #7.

Owner may, at Owner's sole discretion, exercise any of the remedies set forth above, or any combination thereof. Additionally, and notwithstanding the fact that such remedies are not set forth above, Owner has all other remedies allowed by law arising out of Student's breach of the Contract.

Student and Owner agree that, upon receipt of Student's Contract, and prior to Owner executing the Contract, Owner will spend considerable time and expense in reviewing Student's Contract and verifying the information Student has provided. Owner will be doing so in reliance that Student will not terminate the Contract prior to Owner executing the Contract. However, if Student terminates the Contract prior to Owner executing the Contract, Owner may deduct, from the sums tendered to Owner, the sum of \$500 which sum Student and Owner agree is the reasonable cost Owner will incur in processing Student's Contract and verifying the information provided by Student to Owner.

Notwithstanding anything set forth in the Contract to the contrary, Student may, at Student's option, notify Owner in writing, which writing must be received by Owner prior to June 30th preceding the Start Date, that Student is electing to cancel the Contract. In such event, the Contract shall be deemed terminated and Student and Owner agree that in consideration of Owner consenting to the termination Owner may retain from the sums tendered by Student to Owner the sum of \$500. Student and Owner agree that the sum of \$500 is the reasonable cost Owner will incur in processing Student's Contract in

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verifying the information provided by Student to Owner.

Owner has the foregoing remedies notwithstanding the fact that Student and Owner acknowledge and understand that the Contract creates a Licensor/Licensee relationship as opposed to a Landlord/Tenant relationship.

18. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be deemed to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Suite and Community Spaces, even if we accept payments or other sums due, such acceptance does not waive or diminish our continuing rights.

19. SUBORDINATION AND RIGHT TO ENCUMBER

The lien of any lender(s) on the Property which includes, but is not limited to, your Suite and the Community Spaces, will be superior to your rights under the Contract. Therefore, if we violate the loan and the lender takes over ownership, it can end your Contract or it may elect to continue your Contract, in which event you will continue to perform your obligations under the Contract and will look to such lender as the Owner. It is at the discretion of the holder of the mortgage documents. Your rights under your Contract are therefore subject to the rights of the lender(s) on the Property which includes, but is not limited to, your Suite and the Community Spaces. If we request, you agree to sign any document confirming the subordinate status of your Contract and your agreement under this paragraph and you appoint us as your attorney in fact to execute any such document for and in your name.

20. SALES

Any sale of the Property shall not affect the Contract or any of your obligations, but upon such sale we will be released from all of our obligations under the Contract and the new owner of the Property will be responsible for the performance of the duties of "Owner" from and after the date of such sale.

21. STUDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental of business purposes, we can provide such information without notice to you or any further consent;

22. GENERAL

Time is of the Essence in the performance of all matters under the Contract. Your

execution of the Contract confirms that no oral promises, representations or agreements have been made by us or any of our representatives. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate the Contract Addendum or Community Policies or any part thereof and have no authority to make promises, representations or agreements which impose duties of security or other obligations upon the Owner unless done in writing and signed by Owner. All Contract obligations are to be performed in the county where the Property is located. Unless the Contract states otherwise, all sums owed by you are due upon demand. Owner's delay or non-enforcement of Owner's rights shall not be a waiver under any circumstances of Owner's future right to enforce such rights.

23. SEVERABILITY

If any clause or provision of the Contract or the Contract Addendum is held to be illegal, invalid, or unenforceable, or the application to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term of the Contract, then it is the express intention of the parties that the remainder of the Contract, or the application of such clause or provision other than to those as to which it is held illegal, invalid or unenforceable shall not be affected thereby, and each clause or provision thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

24. LIABILITY OF OWNER

If Owner violates the Contract or Contract Addendum, Owner's liability is limited to the total owing by Student as set forth in the Contract, but before you bring any action against us you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

25. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES POSTED ON THE WEB SITE www.tropicanelnorte.com under Student Handbook. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we may discontinue any such items provided at any time without notice.

26. METHOD OF NOTICE

All "notices" to Owner must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to: Tropicana Del Norte, 6525 El Colegio Road, Goleta, California, 93117-4600

27. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of the Contract, the Tropicana Del Norte Contract Addendum, the Community Policies, and if applicable, the Financial Aid Deferral Form. Wherever the word "Contract" is used in the Tropicana Del Norte Contract Addendum and/or the Community Policies, it means and refers, collectively, to the Tropicana Del Norte Student Contract, the Tropicana Del Norte Contract Addendum and the Community Policies that are posted on the Tropicana Del Norte web site at www.tropicanelnorte.com.

28. CONTRACT RENEWAL

If you intend to renew your Contract, you must renew your Contract by the published renewal deadline set forth by Owner. If you miss the deadline you may still renew your Contract but may be required to relocate to a different Suite and/or assigned bed.

29. ATTORNEYS' FEES

In any action to enforce the terms of the Contract, the prevailing party shall be entitled to recover its costs and expenses including, but not limited to, actual attorneys' fees and expenses incurred in connection herewith.

30. MEAGAN'S LAW DISCLOSURE

NOTICE: The California Department of Justice, Sheriff's Department, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraphs (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

31. GOVERNING LAW

The Contract is governed by and to be construed in accordance with the Laws of the State of California and the ordinances of the County of Santa Barbara, State of California. Any actions brought with respect to this Contract shall be filed in the Superior Court in and for the County of Santa Barbara, State of California.

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32. LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not properly managed. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Students must also receive a federally approved pamphlet on lead poisoning prevention.

Owners Disclosure (Initial where appropriate):

Owner has no knowledge of lead-based and/or lead-based paint hazards on the Property.

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Property.

Owner has knowledge of lead-based paint and/or lead-based paint hazards that are present on the Property and has provided the Student with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards on the Property.

33. OWNER AND RENTAL AGENT DISCLOSURES

The name, telephone number and usual street address of the authorized manager of the Property is:

Fontainebleu Holdings, L.L.C., doing business as Tropicana Del Norte, Phone: (805) 968-0351 Address: 6525 El Colegio Road, Goleta, CA 93117

The name, telephone number and street address of a person who is authorized to act for and on behalf of the Owner of the Property and to whom notices and demands may be submitted to is:

David Wilcox, Phone (805) 968-4319 Address: 6585 El Colegio Road, Goleta, CA 93117

34. SAFE DRINKING WATER AND TOXIC ENVIRONMENTAL ACT

The Safe Drinking Water and Toxic Environmental Act of 1986 require that most businesses in the State of California provide warnings to patrons or guests about the presence of chemicals that have the potential to cause cancer or birth defects. Owner will be posting, or has already posted, those warnings on the

Property. The substances that might cause cancer on and about the Property include automobile exhaust fumes, barbecue smoke and fumes, tobacco smoke, maintenance supplies, landscaping chemicals and cleaning supplies. Owner has no knowledge that there are levels of any substances ordinarily present on the Property that will cause cancer or birth defects. However, Owner has not tested the level of any of these potential sources, so Owner cannot with certainty say that such levels do not exist.

35. UNIVERSITY JURISDICTION

Owner may request that University jurisdiction may apply to occupants at Tropicana. The UCSB Student Faculty Conduct Committee (SFCC) will hear cases involving Student or his/her guests or visitors when the violation is similar to those occurring in the on-campus halls that would normally be referred to the SFCC including, but not limited to, the following violations: (1) rape or sexual assault; (2) arson that causes major damage or endangers the safety of Students; (3) drug possession/dealing or drug production that would constitute a felony in the criminal justice system; (4) any other offense deemed by the judicial affairs office to warrant review by the SFCC because of its impact on the Student life community or the greater University community. If a case is deemed not appropriate for an SFCC hearing, Owner may, if applicable, take that action as allowed by the Contract including those remedies set forth in paragraph 17 of this Addendum. If a case is heard by the SFCC and it is decided that grounds do exist for a finding of guilt, the Owner's action under the Student's Contract will not be affected. The decision to request that University jurisdiction apply is at the sole and exclusive discretion of Owner.

36. MASS COMMUNICATION

Tropicana Del Norte may select to send mass emergency and non-emergency information to all of our residents. Emergency information may be sent to inform students of critical information regarding the emergency. All students who live at Tropicana Del Norte will automatically be sent this information to email addresses on files, cell phones and text messages. Non-emergency information may be sent informing students of upcoming events and activities, building maintenance issues, etc. Please be aware that by signing this contract, you are agreeing to pay for all fees associated with receiving these communications.

37. PHOTOGRAPH RELEASE

You give your permission to us to use any photograph or photographic image taken of you while you are in any public spaces,

grounds, offices at Tropicana Del Norte, Tropicana Gardens or The Villas at Tropicana or any Community sponsored events in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant Tropicana Gardens, Tropicana Del Norte and The Villas at Tropicana and Tropicana Student Organization as well as those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless Tropicana Del Norte, The Villas at Tropicana, Tropicana Gardens and the Tropicana Student Organization, and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking said picture or in any subsequent processing thereof, as well as any publication forever discharge Tropicana Del Norte, The Villas at Tropicana, Tropicana Gardens and the Tropicana Student Organization, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

END OF ADDENDUM

Revised 2/11

STUDENT INITIALS

DATE

GUARANTOR INITIALS

DATE

Tropicana Del Norte - Student Responsibilities 2011-2012

The following rules and regulations are incorporated by reference into the Contract between Tropicana Del Norte and Student. All policies below are established for the safety, comfort and convenience of all Residents, and to assure a mutually beneficial relationship between Students and management. All Students and their guests are required to abide by these rules and regulations. These rules and regulations are more clearly laid out in the Tropicana Del Norte Student Handbook which is located at www.tropicanadelnorte.com.

Alcohol: Residents and visitors must abide by State laws regarding the consumption of alcohol and the possession, use or sale of alcohol and/or drugs. No alcoholic beverages are permitted in public areas (i.e. hallways, bathrooms, lounges, parking lot, etc.). Kegs, as well as other large containers for alcohol, are not allowed within or in the vicinity of Tropicana Del Norte. Parties with alcohol are not permitted in the residence hall community. Delivery of beer by outside vendors is prohibited. Signs, containers or any form or promotion for alcoholic beverages may not be displayed in the suite or in the window. Problem behavior while under the influence of alcohol or any other substance will not be tolerated. Being in the presence of alcohol is also a policy violation called "Knowing Presence of Alcohol."

Bicycles: Bicycles must be parked in the provided racks, and not attached to any part of the building. Do not block the walkways (this is against fire regulations), or ride your bike inside the perimeter of the building. **If your bike is not locked to a bike rack, your bike may be impounded.** To get your bike out of impound there is a \$25 bike impound fee. **Riding your bike is prohibited inside Tropicana Del Norte.**

Fitness Center: The Fitness Center is for Tropicana residents, and only available during posted hours. Please follow all rules and regulations listed in the cardio room. Tropicana Del Norte is not liable for any injuries, utilize the Fitness Center at your own risk.

Ceiling: The student shall not install ceiling hooks, hang posters or make any other alterations to the ceiling.

Check-out: There will be a charge for failure to follow the appropriate check-out procedure when moving out of the hall after contract cancellation, at the end of a quarter or at the end of the academic year. During periods when the halls are closed, no students are allowed in the building. Failure to vacate your room by the last day of your contract will also result in removal of personal property by the staff. Failure to leave your room in a clean and orderly condition will result in a cleaning charge.

Community Living Standards: Bigotry has no place within our community nor is it acceptable to denigrate another human being on the basis of age, ancestry, physical or mental disability, national origin, sexual orientation, race, color, gender, or religious affiliation. We will not tolerate verbal or written abuse, threats, intimidation, violence, or other forms of harassment against any member of our community. Likewise, we will not accept ignorance, humor, anger, alcohol, or substance abuse as an excuse, reason, or rationale for such behavior.

Computer Network Services: Student understands and agrees that any violation of the Tropicana Del Norte Internet Services Acceptable Use Policy shall constitute a breach of the Student Responsibilities and a breach of the Contract between Tropicana Del Norte and Student.

Cooking: Cooking is prohibited in the suite and other residence hall space. Burning candles, barbecues, sternos, incense, or any open flame is prohibited. In addition, George Foreman Grills, oil popcorn poppers, and any other type of cooking appliance are prohibited, except for coffee makers and hot pots.

Drugs: The possession, use, distribution, cultivation, or sale of drugs or drug paraphernalia is illegal as defined by state law and is prohibited in Tropicana Del Norte (including medical marijuana).

Event Planning: No organized, unruly or alcohol related events (e.g., progressive parties) are permitted in public or private areas within the building. Large events, allowed only in study room and recreation rooms, must have approval of the Directors. Alcohol will not be permitted as part of events located at Tropicana Del Norte.

Fire Equipment: It is a misdemeanor to tamper with or interfere with fire alarm pull stations, smoke and heat detectors, fire extinguishers, hoses and "EXIT" signs and lights. Violators are subject to legal prosecution as well as disciplinary action. Students are required to leave the building when an alarm sounds.

Fireworks: It is a misdemeanor to possess, store or use any fireworks in Santa Barbara County. Fireworks are not permitted on Tropicana Del Norte premises.

Food Service: Admission to the café is restricted to Tropicana Residents (and their paying guests) by means of an identification (ID) system. A photo ID and suite key/finger print must be presented to the Check Stand checker upon entering the café. Other persons may not eat in the place of absent residents since rates are determined in anticipation of an average rate of meal attendance. A fine per meal will be assessed. All food provided is to be consumed in the café during established meal hours. Property such as plates, silverware, cups, etc., are not to be removed from the café. Throwing food or beverages in the café is prohibited.

Furniture in Public Areas: Furniture or fixtures may not be removed from suites, common or public areas.

Guests: No overnight guests will be allowed to stay longer than three (3) days in a fourteen (14) day period. Student will need to check with his/her roommate(s) before having overnight guests, and at any given time residents are only allowed two (2) guests at a time. Guests must be accompanied by a resident at all times (except in the entry lobby) for security purposes. Residents are responsible for their guests' compliance with building rules and regulations and will be held accountable for their guests' actions. Student shall not license, grant or permit any person access to Tropicana Del Norte who Owner has identified to Student as a person whose right of entry to Tropicana Del Norte has been previously refused, restricted or revoked by Owner.

Halloween Guest Policy: Due to the amount of damage and violence that has historically occurred in Isla Vista during Halloween, Tropicana Del Norte has a "NO GUEST" policy, in accordance with Isla Vista Foot Patrol and UCSB/SBCC guidelines. Any non-residents will be escorted out of the building by staff. Students that bring guests in during the entire Halloween weekend may be fined according to the Tropicana Halloween Guest Policy. *The dates for the "no guest" policy are: Thursday, October 27, 2011 at 5pm – Tuesday, November 1, 2011 at 8am.*

Hallways and Courtyards: Hallways and Courtyards are considered public areas and are not to be used as grounds for sporting events (including ball playing, skateboarding, hackysack, roller-skating and frisbee, etc.) or horseplay due to the possibility of personal injury and/or property damage.

Throwing water balloons is prohibited. For safety reasons, no resident or guest may sleep in the lounges or lobby, unless it is in conjunction with an official hall sponsored event.

Instruments: No musical instruments are allowed in Tropicana Del Norte, except for acoustical guitars. If you have special needs for a music class, please consult campus resources as to where musical instruments can be stored and played.

Key: If your key is lost or stolen, report it immediately to a staff member. It is illegal to duplicate room and front door keys, equipment room or security keys. Locks are not permitted on any interior doors or cabinets unless a duplicate key is left with the management. The cost to replace a lost key is \$25.00.

Ledges, Roofs, Balconies, and Walls: The roof is off limits at all times to everyone except authorized maintenance personnel. The use of ledges and roofs for any purpose, hanging on balconies, and the scaling of exterior walls is prohibited.

Motorcycles and Mopeds: Motorcycles and Mopeds are to be parked in the outside or underground parking area (not within building) only and not to be stored in private suites.

Noise: Every student is entitled to proper study and considerate rest conditions in the residence hall. Noise must be confined within the suites after 10:00 pm. The week before Finals (dead week) and Final weeks, quiet hours prevail twenty-four hours a day. Any resident may request that any other resident or group of residents cease any activity which is interfering with his or her ability to study, rest, or quietly enjoy the community. When requested to be quieter, a resident shall comply or face disciplinary action. Stereo, acoustical guitars and televisions must at all times be kept to a volume that does not disturb others. Please note that courtesy hours are always in effect.

Painting: Rooms can only be painted or altered with the *prior* written approval of management. Any rooms that choose to paint their rooms without written approval from one of our Directors, may have their rooms painted back to its original condition immediately at the resident's expense. Writing/graffiti on walls is strictly prohibited.

Parking: Only Tropicana residents (with parking permits) are allowed to use Tropicana designated parking areas. Apply at the main desk for a parking permit. Do not park in the reserved parking spaces, or in the driveway behind parked cars. Parking spaces may not be available at Tropicana for all residents at all times. Parking permits are non-transferable and non-refundable. If you no longer live at Tropicana Del Norte your parking sticker is no longer valid, the space is non-refundable, and Tropicana Del Norte may choose to sell the space to someone else. Parking is sold separately at Move-In.

Pool: The pool is to be used only during posted hours. Diving into the pool from any roof, railing or walkway is prohibited.

Posting and Distribution: All posting must be approved by one of the Directors of the building and will be allowed only on specific bulletin boards. No offensive or alcohol-related materials may be posted or distributed. No door-to-door solicitation is permitted except in regards to elections as stated by Tropicana Student Organization policy or by Trop Staff.

Prohibited Equipment: Pianos, organs, drums, electric guitars, hookahs, guns, weapons, dart boards, waterbeds, bunk beds & lofts (unless approved by Trop Director), refrigerators over two cubic feet, pets except fish (fish tank not to exceed 10 gallons) are not allowed on the premises. Boats, wind surfers, trailers, jet skis or machines with combustible fuel may not be brought in or stored in or around the residence hall.

Rights and Privileges: The rights and privileges granted to a student at Tropicana Del Norte is to be exercised responsibly and reasonably. The abuse of any right or privilege granted to a student, including but not limited to the making of intentionally false or frivolous complaints to Residents, Owner or Tropicana Del Norte Staff, itself constitutes a violation of these Student Responsibilities.

Skating: Roller skating/blading or skate boarding is prohibited within Tropicana Del Norte.

Smoking: Tropicana Del Norte is a "non-smoking" building. We support an individual's right for a smoke-free environment. Smoking is not permitted anywhere on Tropicana Del Norte property, including private suites, lobby, rec room, study room, café, quads, and all common areas. If you and/or your guests choose to smoke, please do so in the designated area. Hookahs are NOT permitted on Tropicana Del Norte property.

Theft/Misuse of Property: Theft, tampering or misuse of personal or residence hall property (e.g. video or vending machine, etc.) is prohibited.

Weapons: Firearms, hunting equipment and other weapons, including but not limited to sling shots, air-powered guns, paint guns, toy guns, wrist-rockets, knives, spears, and nun-chucks, are not permitted in the hall. There is no storage space provided for such equipment.

Windows and Screens: Window screens are to remain in place to fulfill their purpose and avoid loss. Throwing, dropping or allowing any object to fall from a residence hall window constitutes a safety hazard and/or litter problem and is cause for serious disciplinary action. Entry or exit through windows is strictly prohibited. A fee will be assessed for unauthorized removal or damage of screens.

Student has read and agrees to abide by all the rules and regulations of the residence hall as stated in this Tropicana Del Norte Student Responsibility list and may be amended, modified or supplemented by the management in the future to promote the safety and welfare of persons and property. Student acknowledges that the failure to comply with these rules and regulations will constitute a breach of this Contract and upon any such breach, Owner shall be entitled to pursue any of the following remedies as it determines appropriate in its sole discretion: (a) the imposition of monetary fines or penalties; (b) the administration of non-monetary disciplinary action, including, but not limited to, suspension of contractual meals; and (c) the entry of a restraining order or such other orders for injunctive relief by a court of competent jurisdiction to give full effect to the rights and duties specified in the Tropicana Del Norte Student Responsibilities; (d) the termination of Student's Contract and eviction from his/her room with continuing liability for lost room and board charges.

Legal Signature of Resident Date

The undersigned Guarantor of the above-named Resident, hereby acknowledges that he/she received a copy hereof and further acknowledges, that failure on the part of the Resident to comply with these rules and regulations will result in fines and may be considered to be a breach of the contract.

Legal Signature of Guarantor Date

TROPICANA DEL NORTE INTERNET SERVICES ACCEPTABLE USE POLICY 2011-2012

- Network services and wiring may not be modified or extended beyond the area of their intended use. This applies to all network, hardware, and in-room data jacks.
- The network may not be used to provide computer services or Internet access to anyone outside of Tropicana Del Norte for any purpose.
- Tropicana Del Norte specific or commercially obtained network resources may not be retransmitted outside of the Tropicana Del Norte community.
- The network is a shared resource. Thus network use of applications which inhibit or interfere with the use of the network by others is not permitted (for example, applications which use an unusually high portion of the bandwidth for extended periods of time, thus inhibiting the use of the network by others, is not permitted). Users may be asked to cease any system activity that directly or indirectly creates interference and administration of the network.
- The network may not be used for any commercial purposes.
- Wireless network cards used to connect to the Tropicana Del Norte network are allowed. Wireless access points, wireless telephones, and other devices that use 2.4 GHz are discouraged.
- Network connections may not be used to monitor network data or devices by means of hardware or software applications.
- Forgery or other misrepresentation of one's identity via electronic or any other form of communication, including alteration of IP addresses and Ethernet hardware addresses, is a violation of Tropicana Del Norte Policy. Prosecution under State and Federal laws may also apply.
- Inappropriate access of computer networks, use of passwords not obtained through proper procedures, and disruptive activity on computer systems are considered a violation of Tropicana Del Norte network policy. Prosecution under State and Federal laws may also apply.
- Use of network resources is governed by Tropicana Del Norte Policies. Non-resident users (i.e. guests) are also expected to abide by the spirit of these policies and all guidelines mentioned herein when using these resources.
- Failure to comply with any of the above policies may result in termination of in-room network services, disciplinary action including eviction, and/or criminal prosecution.
- Tropicana Del Norte reserves the right to terminate any in-room connection without notice should it be determined that network traffic generated from said connection drastically inhibits or interferes with the use of the network by others.
- Student violations of the above policies will be handled through Tropicana Del Norte management; other violations will be referred, as appropriate, to law enforcement officials.
- In accordance with Tropicana Del Norte guidelines and/or court orders, files and transmissions may be subject to search and examination by system administrators or employees as required to protect users and the integrity of computer systems such as those that are suspected to be involved in unauthorized use or misuse, or that have been corrupted or damaged.

Questions about this policy or whether a particular activity would violate it should be addressed to Tropicana Del Norte Management.

I have read and understand the above policies in regards to "Internet Services".

Student Printed Name _____ **Date** _____

Student Signature _____

Student Email Address: _____

Student Permanent Address: _____