

## LEASE AGREEMENT

This Lease Agreement is made and entered into on \_\_\_\_\_, by and between \_\_\_\_\_ (“Resident(s)”, “you” or “your”) and \_\_\_\_\_ (“Owner”, “us”, “we” or “our”), upon the terms and conditions stated herein, and is binding only when signed by Owner’s authorized agent.

### SUMMARY OF LEASE TERMS

**Apartment Community** (the “Property”): \_\_\_\_\_ **Address:** \_\_\_\_\_

**Management Company:** GMH University Housing

**Resident Lease Type:** ☐ New Lease ☐ Renewal Lease ☐ Renewal Transfer ☐ Relet

**Lease Type:** ☐ By the Bed ☐ By the Unit

**Lease Term** (the “Term”): **Start Date:** \_\_\_\_\_ to **End Date:** \_\_\_\_\_

**Floor Plan Type:** \_\_\_\_\_ **Space Option(s):** \_\_\_\_\_

**Premises: Apartment** (the “Unit”) & **Bedroom:** \_\_\_\_\_ (subject to final assignment; may be identified as “TBD”)

**Aggregate Rent** (the “Total Rent”): \$ \_\_\_\_\_ **Monthly Installment Amount:** \$ \_\_\_\_\_

**Payment Schedule:** \_\_\_\_\_ equal monthly installments, due on the first (1<sup>st</sup>) calendar day of each month from \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_.

**One-time Charges & Move-in Fees:** \_\_\_\_\_ of \$ \_\_\_\_\_ and/or \_\_\_\_\_ of \$ \_\_\_\_\_

**Required Deposits:** \_\_\_\_\_ of \$ \_\_\_\_\_ and/or \_\_\_\_\_ of \$ \_\_\_\_\_

**Deferred Rent Payment(s):** \_\_\_\_\_ of \$ \_\_\_\_\_ and/or \_\_\_\_\_ of \$ \_\_\_\_\_

**NOTE:** Unless otherwise specified in writing by us you understand and agree to provide either of the following within fourteen (14) days after signing and prior to move-in: (1) a signed guaranty by an acceptable Guarantor (the “**Guaranty**”); or (2) prepayment of the final one or two installments (“**Deferred Rent**”) indicated above. However, failure to provide one of the above will not release you from the responsibilities of this Lease Agreement but will entitle us, at our option, to deny move-in or terminate for non-performance. **You understand and acknowledge that there is no early termination clause, cancellation or buyout fee option in this Lease Agreement. Once this Lease is signed by you and us, you accept financial responsibility for the full term of this Agreement, regardless of whether or not there is an acceptable Guaranty provided to us, and whether the Unit is occupied for the full Term or at all. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict, or any other reason.**

This Lease Agreement includes the terms on this page and continuing through page eighteen (18).

**I have carefully read, fully understand and voluntarily sign this Lease Agreement. This is a legal document and is intended to be enforceable under its terms. I have had the opportunity to seek independent legal advice. I acknowledge that upon execution by Owner (through its authorized agent), this Agreement will be effective and binding upon me and all permitted successors.**

Acceptance of Owner:

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

## 1. LEASE TERM

You cannot occupy your Premises until we receive all sums required to be paid before you move in and have completed and executed all lease documents (including the payment of Deferred Rent or providing an acceptable Guarantor, as applicable). The Lease Term (the “**Term**”) shall commence at 8:00 am on the Start Date and ends at 8:00 am on the End Date specified in the Summary of Lease Terms above, unless early arrival or late departure is approved by us in writing and at additional cost to you. Be advised that due to the nature of move-in and move-out processes it is very unlikely that we will be able to accommodate and/or approve any early arrival or late departure requests. Access to your Unit on the Start Date (“Move-in Day”) will be subject to the specific move-in appointment time identified in the Move-in Instructions sent to you prior to the Start Date, and in order to better provide for all residents moving in at the Property that day. You do not have any right to renew this Lease and this Lease automatically terminates on the End Date; a renewal term requires a newly executed Renewal Lease Agreement.

## 2. RENT

You agree to make full and prompt payment to us according to the payment schedule specified above, without us having to make demand for payment, and together with all additional charges or fees applicable under this Lease Agreement. The Monthly Installment Amount and all incidental charges, fees, penalties, or other amounts that may be due and payable from you under this Lease will together be referred to in this Lease as “**Rent**”. You have no right to withhold or reduce Rent for any purpose, including but not limited to: (i) fire or other casualty, earthquake, flood or other natural disaster, weather delays, disease, illness or disorder, or incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions (including without limitation current, lingering or future effects of COVID-19); (ii) the imposition by federal, state or local governmental authorities of any “shelter in place,” lock-downs, or quarantine requirements; (iii) protest, riots, insurrection, war, terrorism, or bioterrorism; or (iv) other causes affecting the area, community, or state in which the Property is located, or to reduce any Rent payable to us by any of your costs or damages against us. Your obligation to pay rent is a promise by you, which is independent from all of our promises, duties and obligations. If an event occurs resulting in the Loss of the Premises, the Apartment Community, or part of the Apartment Community, all rights and obligations of the parties are set forth in Section 19 of this Lease.

**Aggregate Rent and Installments:** The Total Rent stated above is a fixed price for the entire Term and is payable in equal installments for convenience; there is no proration or adjustment for any partial month of occupancy and you will pay a full Monthly Installment before you move in to cover the part of Rent from the Start Date through the last day of that month. Rent is payable for the full Term of this Lease Agreement, regardless of whether the Unit is occupied for the full Term or at all. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other reason.

**Floor Plan Lease and Space Options:** You understand and acknowledge that you are signing a lease for a Floor Plan Type (a “**Floor Plan Lease**”), and that pursuant to Section 5 of this Lease, your Monthly Installment Amount is subject to final assignment and the applicable Space Option premiums associated with the specific Unit and Bedroom assigned. As such, your final Monthly Installment Amount may vary based upon Space Option premiums assessed or not assessed for location, floor level, view, master or standard bedroom types, balcony or patio, walk-in closet, or other value added or removed variations from the basic Floor Plan Type.

**Note that Space Options cannot be guaranteed and Owner reserves the right to assign you to a Unit and Bedroom of the basic Floor Plan Type which may or may not include your original preference for items such as, but not limited to, Master Bedroom, Balcony, Aerial and Penthouse Space Options.** In the event that the you are assigned to a Unit and Bedroom that does not include a Space Option(s) that was originally indicated in this Lease, your Aggregate Rent and Monthly Installment amounts will be adjusted to reflect the removal of the Space Option(s), and according to the prevailing market rate assessed for such items. Assignment to a specific Unit and Bedroom which includes or does not include any or all Space Options available in a given Floor Plan Type is at the Owner’s option and sole discretion, and failure to assign a Unit and Bedroom with the originally indicated Space Options does not constitute a breach of this Agreement or release you from this Lease. While your Aggregate Rent and Monthly Installment Amount

may be reduced depending on final Unit and Bedroom assignment, it will not be increased to exceed the Aggregate Rent and Monthly Installment Amount specified in this Lease Agreement without your prior written consent (as indicated by signing a revised Lease Agreement, Placement Addendum, or other such approved documentation provided and executed by us), and in the event that you are interested in being assigned to, and paying for, additional Space Options that may be available.

**FOR DEMONSTRATION AND EXAMPLE PURPOSES ONLY:** *If your lease indicates a "D1" Floor Plan Type with Space Options of "Master Balcony", you are signing a Floor Plan Lease for a D1 floor plan and you may be assigned to a Unit and Bedroom that has both, either, or none of the listed Space Options of the D1 Floor Plan Type. If, in this example, the Lease indicated a Monthly Installment Amount of \$875 and the prevailing market rate for a master bedroom and a balcony were \$50 and \$25 respectively, based on final assignment your Monthly Installment Amount, as indicated on your Placement Addendum or other such assignment document, may be \$875 (with a master bedroom and a balcony), or adjusted to \$850 (with a master bedroom, no balcony), \$825 (with a balcony, no master bedroom), or \$800 (no balcony or master bedroom), and depending on the specific Space Options that are included or not included in your specific assigned Unit and Bedroom.*

**Payment:** Rent is due on or before the first (1<sup>st</sup>) calendar day of each month and payable (mailed or delivered) at the Apartment Community address listed above under the Summary of Lease Terms (or at such other place of which we notify you in writing). Payment may be made by personal check, money order or cashier's check, or in our discretion by credit card, check card, electronic check, or by direct bank transfer, provided that we reserve the right to charge processing fees as appropriate for such payment methods. We are not obligated to accept personal checks after Rent is late. If any payment is returned unpaid, we may require you to make future payments by certified funds. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction; funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Cash will not be accepted under any circumstances. Online payment options may also be available to you. However, websites and online resident portals are generally hosted by third-party vendors and are inherently subject to factors we cannot control. As such, **online payment options are provided for convenience only and we make no representations or warranties regarding their ongoing availability, service disruptions, access or functionality, and your inability to make a payment online shall not constitute just cause for late payment.** You are hereby advised to plan accordingly and make appropriate arrangements for your timely payment.

**Late Payment:** Regardless of whether it is a holiday or weekend, all monies due but not received by close of business on the fourth (4<sup>th</sup>) calendar day of the month are considered late (i.e. late fees will be applied beginning on the 5<sup>th</sup> of the month if full payment is not received by close of business on the 4<sup>th</sup> of the month). Payment, including by mail, is deemed made only when actually received by us, subject to clearance of funds. **If any portion of your Rent is not received by the above date, you will be assessed an initial late fee of \$ \_\_\_\_\_, plus \$ \_\_\_\_\_ per day until the date paid.** We will not charge late fees in excess of \$150 per month, subject to applicable law. You also agree to pay a service fee for each NSF (non-sufficient funds) or returned check or rejected automated clearing house draft, plus the above late fees. The service fee charged to you will be sufficient to cover the fee charged by the bank to us, subject to applicable law. Rent will not be considered paid until valid payment has been received. In the event any payment is past due, we may take legal action for possession and payment. Acceptance by us of any payment shall not constitute a waiver of our right to terminate this Lease agreement and/or claim any damages. We are not obligated but may, at our option, accept a partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder, regardless of whether or not you have made notations on the form of payment and regardless of when the obligation came about. You are liable for all costs or charges associated with us providing special services to you or on your behalf and for all fees or fines assessed by us under this Lease (including all Addenda and the Resident Handbook). At our option, and without notice to you, any money that we receive from you can first be applied to any outstanding charges (including but not limited to late fees, damage or repair charges, returned check fees, fines, utility charges, and other sums owed under this Lease) that you owe us and then to the current Monthly Installment of Rent, regardless of whether or not you have made notations on the form of payment and regardless of when the obligation came about. If the payment you make does not cover the total charges outstanding, then you will immediately pay the difference, plus any resulting or applicable late fees.

### 3. GUARANTY

Unless otherwise specified in writing by us, you understand and agree to provide either of the following within fourteen (14) days after signing and prior to move-in: (1) a signed guaranty by an acceptable Guarantor (the “Guaranty”); or (2) prepayment of the final two installments (“Deferred Rent”) indicated above. However, failure to provide one of the above will not release you from the responsibilities of this Lease Agreement but will entitle us, at our option, to deny move-in or terminate for non-performance. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this Lease. However, we still have the right to terminate the Lease at any time before we receive an acceptable and fully executed Guaranty or the Deferred Rent payment. The acceptance of the Guaranty is at our sole and absolute discretion. The Guaranty and Deferred Rent are simply additional assurance to us that the Rent gets paid and the other obligations under this Lease are performed. Regardless of whether there is or is not an acceptable Guaranty provided to us or we have or have not received the Deferred Rent payment, once you sign this Lease you will still have to pay us Rent and are bound by all the other obligations of this Lease.

We reserve the right to notify your Guarantor of any action taken or notice given with regard to you under this Lease Agreement.

### 4. PREMISES

We agree to lease to you, and you agree to lease from us, the “Premises”. If the Lease Type is identified as “By the Bed” in the Summary of Lease Terms, then the Premises is defined as including each of the following: (1) your Bedroom and Bathroom (if the Apartment has separate bathrooms for each bedroom) in the assigned Unit, for your sole use (if the Bedroom Type is identified herein as “Private”), or for your joint use with another resident (if the Bedroom Type is identified herein as “Shared”); (2) shared use of the Common Areas in the assigned Unit and the Community Common Areas; (3) the furniture within the Bedroom (if provided by us), for your sole use (if the Bedroom Type is Private), or for your joint use with another resident (if the Bedroom Type is Shared); and (4) all appliances and furniture within the Common Areas of the Apartment, for your joint use with the residents of the Apartment. If the Lease Type is identified as “By the Unit” in the Summary of Lease Terms, then the Premises is defined as including each of the following, and any references in this Lease to “Bedroom”, unless otherwise specified, will have the same meaning as the entire “Apartment” or “Unit”: (1) the entire assigned Apartment, including your Bedroom and the Common Areas, all for your joint use with the other residents of the Apartment; (2) shared use of the Community Common Areas; and (3) all appliances and furniture provided by us (if applicable) within your Apartment, for your joint use with the other residents of the Apartment. For the purposes of this Lease and either Lease Type described above, “Common Areas” are defined as those areas within the Unit to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access. Owner reserves the right to close or deny access to balconies, patios, and other Common Area spaces in or around the Unit or the Community when deemed necessary, at any time and for any duration, for the safety or enjoyment of the Community or its neighbors, and at the Owner’s sole option and discretion. Owner shall not be responsible for adjusting the Monthly Installment Amounts outlined herein or otherwise compensating the Resident(s) in the event of any such closures.

### 5. FLOOR PLAN, UNIT & BEDROOM ASSIGNMENT

At our option, we may not assign a rental space (the Premises) at the time of the execution of this Lease, and you understand and agree that our failure to do so will not relieve you of your responsibilities under this Lease. If the rental space is identified as “to be assigned” or “TBA” or “TBD” on the Summary of Lease Terms, we will assign you an Apartment and Bedroom prior to move-in. You agree that this Lease will remain effective so long as we are able, on or before the Start Date, to assign to you a rental space similar to the one otherwise specified in this Lease (i.e., a Bedroom and/or an Apartment within the Apartment Community).

**Requests and Preferences:** Except as specified herein, you hereby waive all rights to select your roommate(s) and/or the specific unit and bedroom that you are leasing from us other than listing your preferences during the application process. To the extent practical and in our sole judgment, we will try to honor requests and consider your preferences in making unit and bedroom assignments. However, we do not make any representations or warranties as to honoring assignment requests and you

understand and acknowledge that your preferences for a specific unit or bedroom, space options, floor plan features or amenities, views, floor level or location within a building, requested roommates or any other assignment requests and preferences cannot be guaranteed. Unit and bedroom assignment is at our option and sole discretion and is considered final. You understand and acknowledge that our representatives (including on-site management and leasing personnel) have no authority to make promises, representations or agreements, whether oral or in writing, which are in conflict with the terms of this Lease Agreement. All of the promises and understandings between you and us are contained in this Lease.

**Assignment Notification:** Although we will not act arbitrarily, final Unit and Bedroom assignment ("Placement") is subject to change at any time prior to taking possession of the premises or by giving written notice and for any reason we deem necessary. You represent that you will sign a Placement Addendum or similarly purposed document as directed by us and upon our request, prior to move-in and upon the same terms stated herein, which identifies the assigned Premises (specific Apartment and Bedroom). In the event you refuse or fail to sign a Placement Addendum as provided herein, you agree that we shall have the right to identify such Premises in the Placement Addendum and that such designation shall be incorporated in this Lease as if you have signed this Lease identifying such Premises. If we send you a new Placement Addendum notifying you that your Apartment or Bedroom assignment has changed and/or that your Rent has increased or decreased pursuant to Section 2 and/or this Section 5 of the Lease, then that addendum will become part of this Lease and will supersede any conflicting terms in the existing Lease.

**Placement Changes:** Apartment and Bedroom space assignments are made, and may be changed, only by us or our agent. **Change by Owner:** While we will not act arbitrarily, we reserve the right to assign and/or relocate you, as the case may be, to another Unit and/or Bedroom of the same Floor Plan Type, if available and at our sole discretion, within the Apartment Community at any time before or during the Term, and for any reason deemed necessary by us (e.g. urgent maintenance, roommate conflict, vacancy consolidation etc.), upon written notice. In such case, we agree to exercise best commercial efforts to relocate you to a comparable Floor Plan and Bedroom Type. However, you acknowledge and agree that we cannot guarantee our ability to do so, and that our failure to relocate you to a comparable Floor Plan or Bedroom Type will not in any way release you from the obligations of this Lease. In the event you are assigned and/or relocated to a rental space that carries a lower rate, the Rent will be adjusted accordingly; if the new Owner-assigned rental space carries a higher rate, you will continue to pay the rate specified under this Lease and will not be charged the higher rate. Failure to relocate within the time provided by us in writing may result in charges applying for both units. **Change requested by Resident:** You may request to change assignments to a different unit and/or bedroom. However, such change requests are only effective upon our written approval and at our sole discretion, subject to the following preconditions: (1) Resident must be in good standing under this Lease Agreement; (2) Resident must prepay a **\$200 Transfer & Reassignment Fee** (refunded or applied as a credit to your account, at our discretion, if the request is declined); (3) Resident and Owner must sign a written confirmation of the change in assignment (a new Placement Addendum or similar approved document as directed by us), including Resident's agreement to pay the prevailing rate for the new assignment, pro-rated to the date scheduled for relocation; (4) Resident must pay a new security deposit for the new assignment, and Resident's prior security deposit balance will be refunded within 30 days following move-out from and inspection of the original Unit, if applicable; and (5) relocation must be completed within 24 hours of scheduled relocation or charges will apply on both units.

Under no circumstances will we be responsible for providing or paying for moving costs.

**NOTE:** In the event of any placement changes, Resident forfeits any right to, and at our discretion may be excluded from, any promotions, concessions or other leasing and marketing specials associated with the new-assignment Floor Plan Type, and/or that may be currently offered to the market for a New Lease of that Floor Plan Type, and/or that were offered at the time of their original Lease execution.

**Roommates:** The persons occupying the other bedrooms within the Unit and having leased their respective Premises shall be individually and collectively referred to as the "Roommate" or "Roommates". If you are leasing the Premises "By the Bed", then we have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice.

You acknowledge that whether or not the Roommates have been selected by you or by us, we are not responsible or liable for any claims, damages, or action of any nature whatsoever, whether direct or indirect, general or specific, relating to, arising out of or connected with disputes between you and Roommates or between Roommates.

**WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT, AND THE FACT THAT YOU AND YOUR ROOMMATES MAY BE IN CONFLICT WITH EACH OTHER WILL NOT ACT AS GROUNDS TO TERMINATE THIS LEASE OR ENTITLE YOU TO ANY FORM OF COMPENSATION OR OTHER CONSIDERATION.**

## **6. USE, OCCUPANTS AND GUESTS**

Only you (the name(s) listed on the Summary of Lease Terms) can live in the Premises during the term of this Lease, and the Premises will be used only as a private residence and for no other purpose. Only you, your assigned Roommates (having also leased a Bedroom in the Unit), and guests shall be entitled to occupy the Unit Common Areas.

**Illegal Occupancy:** You agree to only occupy the Premises that you have been assigned and as reflected in this Lease and/or on the Placement Addendum. You are not permitted to take possession or occupy any other bedroom, in part or in full, with or without permission from roommates or other residents (including 'room switching' and 'storing items'). You are not permitted to use or allow a guest to use an empty bedroom or vacant rental space within the Unit (including the second bed space within a Shared Bedroom Type), or another unit (and including any 'temporary use' or 'overnight stays'). Occupying a bedroom in any capacity other than that which has been assigned by us is considered a breach of this Lease and subject to a \$500 fine plus any damages related to the illegal possession, including additional Rent charged to you for the use of the space and make-ready fees, and subject to termination of this Lease and all other available remedies.

**Guests:** Although you may have guests from time to time, we reserve the right to restrict the number of persons permitted in or about an Apartment or the Community Common Areas at any time and at our sole discretion, and to protect safety and the quiet enjoyment of other residents. **You may not have an overnight guest in the Premises (including the Unit Common Areas) more than 3 consecutive nights and no more than 6 total nights in any 30-day period, with or without permission from roommates or other residents.** You are responsible for all conduct of your guests while they are on the Property and in the Unit, and any violations of this Lease, damage to the Premises or Community Common Areas, or any other actions and remedies governed by this Lease, including damage fees and general fines, resulting from their conduct or actions shall be your responsibility. Guests must remain with you at all times while at the Property and are not permitted to stay in your Unit or wander around, into or engage in the use of Community Common Areas and/or Amenities without you also being present. Guests may be required to be greeted and escorted by you onto the Property from the front door, lobby or other access or check in points as directed by us, and may be required to register with us or our agents and provide picture identification before being permitted to enter the Property and/or Building. You are not permitted to provide guests with copies or originals of any keys, fobs or any other type of device used to secure, restrict or limit entry into any portion of the Property or Building, except as approved by us in writing.

## **7. ASSIGNMENT & SUBLETTING; RELETTING & EARLY TERMINATION**

**Assignment and Subletting:** You cannot assign or sublease any part of your Premises to another person without our prior written consent, which may be withheld in our sole and absolute discretion. Any assignment, subletting or transferring of the Premises without our prior written consent shall be null and void and shall be a default under this Lease. Even if we agree to an assignment or sublease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignment or sublease will not be a waiver of our rights of consent in the future. If this is a By the Bed Lease and the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied to place a new resident in the unoccupied bedroom.

**Reletting and Early Termination:** There is no early termination clause, cancellation or buyout option in this Lease Agreement. No exception can be made for financial hardship, academic changes, family matters, medical issues, roommate conflict or any other



**reason.** You will not be released from your obligations under this Lease until a replacement resident (a **“Relet Candidate”** or collectively a **“Relet”**) has completed all necessary paperwork, met all of our criteria (including, but not limited to, credit requirements of proposed applicant and their guarantor, criminal background check, rental history, etc.), paid the first rental installment as well as all applicable fees in full including, but not limited to a **\$300 non-refundable Reletting Fee** to cover administrative fees, has been approved by us in our sole discretion, and the Relet Candidate has taken legal possession of the Premises (a **“Completed Relet”**). Your account must be in good standing (no outstanding balances), and payment of the reletting charge must be received before a Relet Candidate will be accepted. Additionally, you must complete a Relet and Release Acknowledgement in the form provided by us, and you must abide by all provisions contained in that form. You will be liable for procuring a replacement resident without our assistance, and you understand that if you do not secure a replacement, you will be responsible for payment for the entire Term of this Lease. We will use our commercially reasonable efforts to contract with other individuals for the use of any and all available bedroom and/or rental spaces at the Apartment Community; if and when all such available spaces at the Property are fully assigned and occupied and no bedroom spaces remain vacant, to the extent possible and at our sole discretion, we will provide and/or utilize any potential prospects or Relet Candidates for consideration as a replacement resident. **You understand that due to the nature of student housing and/or rental market conditions, successful mitigation is highly unlikely. The reletting charge is not a cancellation or buyout fee and does not release you from your obligations under lease, including your obligation to pay Rent. We are not responsible for finding you a new resident to release you from this Lease Agreement. Nothing in this paragraph or Lease shall obligate us to release you from your obligations under this Lease.**

**In the event that you share the Apartment with Roommates, should you or your Roommates decide to relet their lease, you agree to accept a roommate obtained through the relet process. Roommates’ approval(s) is/are not necessary to execute the relet of the Premises.**

***NOTE:*** *In the event of a Completed Relet, both the original and replacement Residents forfeit any right to, and at our discretion may be excluded from, any promotions, concessions or other leasing and marketing specials or incentives associated with the original lease, and/or that may be currently offered to the market for a new lease, and/or that were offered to the market at the time of the original lease execution. You understand and agree that this may change the Aggregate Rent and Monthly Installment Amounts in the Lease Agreement provided to the Relet Candidate.*

## **8. UTILITIES**

Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached **“Utility Addendum”**. You and your roommates are jointly and severally liable for payment of utilities that are required to be paid by you and/or your roommates. All utilities may be used only for normal household purposes and must not be wasted. **We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.**

## **9. SECURITY DEPOSIT**

As security for your full performance of this Lease Agreement, you may be required (See Summary of Lease Terms) to deposit with us the Security Deposit amount identified above. Should charges be made against the Security Deposit during the Term because of damage to the Property, Premises or to any fixtures or equipment, or for any unpaid utility charges paid by us on your behalf, you agree, within three (3) days after notice, to deposit additional amounts as required to restore the Security Deposit to the original amount. When the bedroom space and apartment are properly vacated and you have turned in all keys and after inspection by us, the Security Deposit balance will be refunded to you, less any unpaid Rent and any other amounts due under this Lease Agreement, including any charges (including labor cost) for damage or loss and any cost of special cleaning beyond reasonable wear and any unpaid utility charges paid by us on your behalf. The Security Deposit is not intended as a prepayment of rent, and you may not withhold Rent at any time based on the existence of the Security Deposit. However, we can use, at our option, all or any part of the Security Deposit for any unpaid obligations. Our retention of part or all of the Security Deposit will not limit our right to all damages

resulting from Resident's breach of the Lease Agreement. You agree to provide a valid forwarding address upon termination or expiration of occupancy. If you have notified us of your forwarding address, you agree that we have the maximum number of days allowed by applicable local or state law to return any unused portion of the Security Deposit to you after the latter of the expiration or termination of this Lease Agreement, or surrender by you and acceptance by us of the Premises. Along with that return, and so long as you do not owe us Rent at the time of your surrender of the Premises, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion of the Security Deposit – you must look to the new owner.

## 10. INSURANCE

**We do not insure the contents of your Apartment. We require that you obtain a renter's insurance policy or verify coverage with another policy such as a Guarantor's homeowner policy.** Your insurance policy should include liability coverage and personal property coverage. We are not liable to you for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities: except to the extent that such injury, damage or loss is caused by our gross negligence. We also require that you provide sufficient proof of such insurance coverage and that you maintain that coverage. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you.

You will look to your own insurance, including but not limited to the renter's insurance and/or homeowner's policy referenced above, for recovery of any loss resulting from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, surges or interruption of utilities and/or other casualty. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance or allow your policy to lapse, you bear the full risk of your own loss.

## 11. MOVE-IN

A **"Move-in Inventory and Condition Form"** will be provided to you at the time that you move into the Premises (and/or available to you via your Resident Portal). By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition, and you will be responsible for any defects or damages that may have occurred before you moved in. Except for damages and defects included on your Move-in Inventory and Condition Form, you accept the Premises, fixtures, appliances and furniture "as is" and "with all faults". Any noted damages and defects are subject to our review and approval; upon completion and our approval, the Move-in Inventory and Condition Form will become part of this Agreement. You acknowledge that the Unit may not be a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Premises and Unit Common Area will not be the same as the condition, configuration or location (floor level, views etc.) of any model Premises which you may have previously toured. We make no express warranties and disclaim any and all implied warranties with regard to the Premises, fixtures, appliances and furniture.

**Delay of Occupancy:** You understand and acknowledge that if actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready work, holdover by a prior resident, or any other reason, we shall not be liable for any damages by reason of such delay. Until we can provide the Premises to you, we may relocate you to another Bedroom and/or Apartment, as the case may be, in the Apartment Community or at another facility (the "Relocation Premises"). Rent will still be due during the period you have been offered and/or occupy any provided Relocation Premises. The location and selection of the Relocation Premises is at our option and sole discretion. However, if we cannot provide the original Premises or any Relocation Premises to you within thirty (30) days of the Start Date, then you will have the right to terminate this Lease by giving us written notice and before



we provide the Premises or Relocation Premises to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. If the original Premises becomes available after you have moved into the Relocation Premises, we may require you to relocate to the original Premises upon three (3) days' written notice from us. Except as set forth in this Section, no other remedy is available to you, and by signing this Lease you waive your right to any other remedy. If we send you a letter, email, or other notice notifying you that you have been moved or reassigned pursuant to this Section, then that notice will become part of this Lease and will supersede any conflicting terms in the existing Lease.

## 12. MOVE-OUT

No move-out will release you from your remaining obligations under this Lease. When you leave, whether on or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. You must remove all trash and debris. You must follow any move-out instructions provided to you by us. If you do not comply with this paragraph or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed in the Resident Handbook or any move-out notice or such other reasonable charges to complete such cleaning, repair or replacement. You have the option to be present at a scheduled move-out inspection; if you are not, you agree to accept our assessment of damages and charges when we inspect. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us. All keys must be returned to us on the date of your move-out. If all keys are not returned to us, you must pay all costs to re-key the Premises.

**Damage to your Bedroom and its furnishings is your sole responsibility; damage to the Common Areas and its furnishings and appliances are the joint and several responsibility of all residents of the Apartment. If we are unable to determine whether damages to the Unit Common Area were caused by you or your guests, or the Roommates or Roommates' respective guests, we shall be entitled to assess damages and costs of repairs equally to you and your Roommates, regardless of fault.**

**If you move out permanently prior to the Ending Date, you are not released in any way from liability under this Lease, and we can apply your Security Deposit to your account. You will be responsible for monthly installments of Rent through the Ending Date. You cannot terminate this Lease prior to the Ending Date unless you do so pursuant to Section 11 of this Lease, Delay of Occupancy.**

**Holdover:** If you still occupy the Premises past the End Date, you will be in violation of this Lease and will owe us a **\$500 Holdover Fee in addition to three (3) times the total Monthly Installment of Rent or the maximum holdover rent provided by law whichever is less, prorated for each day**, for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, the damages of any contractor scheduled to perform work in the Premises and the damages of the person who could not move in because of your holdover.

## 13. ABANDONMENT

We will abide by all state and local laws regarding the determination that the Premises and Unit Common Area are abandoned and the disposition of Resident's abandoned property. Resident has **"Abandoned"** the Unit when the following have occurred: (a) Resident appears to have moved out in Owner's reasonable judgment; (b) Resident has been in default for nonpayment of rent for 5 consecutive days or water, gas or electric service furnished to the Premises not listed in Owner's name has been disconnected or terminated; and (c) Resident has not responded for 2 days to Owner's notice stating that Owner considers the Premises and Unit Common Area abandoned. The Premises and Unit Common Area are also deemed Abandoned ten (10) days after the death or incarceration of a sole Resident. Immediately after the Resident Abandoned the Premises and Unit Common Area, or after the Resident has been evicted, Owner has the right to enter and take possession of the Premises and Unit Common Area and remove, store, sell, or throw away Resident's property left in the Premises and Unit Common Area at Resident's expense, and exercise other rights relating to clean-up, repairs, and Security Deposit deductions. Subject to state and local laws, Owner has a lien on all property

left in the Premises and Unit Common Area to secure all sums owed. Owner may store but has no duty to store property removed after eviction or after Resident has Abandoned the Premises and Unit Common Area. Owner is not liable for casualty loss, damage or theft of stored property. Resident must pay reasonable charges for packing, removing, storing, selling, and disposing, as the case may be, of such property. Owner may throw away or give to a charitable organization property removed under this Section 12.

#### 14. CONDUCT OF RESIDENT & APARTMENT COMMUNITY GUIDELINES

**Resident Handbook:** You must comply with all written rules and policies, including those defined in the Resident Handbook for the Apartment Community. The Resident Handbook and the rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time in our sole judgment by posting a notice in the Leasing Office, Apartment Community lobby, property website, resident portal, or other area that we designate for notices to residents.

**Conduct:** You agree that you and your guests shall not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Premises including the employees and agents of Owner; (c) disturb or disrupt the business operations of the Apartment Community and the duties of the agents, employees, licensees and invitees of Owner; (d) engage in or threaten violence against other residents and their guests as well as agents, employees, licensees and invitees of Owner; (e) display, discharge, or possess a gun, knife or other weapon on the Premises in a way that may alarm others; (f) possess, sell or manufacture illegal drugs or drug paraphernalia on the Premises; (g) operate a business on the Premises; (h) bring or store hazardous material on the Premises; (i) damage or soil any portions of the Premises; or (j) be involved or commit criminal activity whether on the Premises or not, including being arrested for a criminal offense involving actual or potential physical harm to another person or involving possession, manufacture or delivery of a controlled substance, marijuana or drug paraphernalia.

Owner may confiscate and/or dispose of any item deemed to cause a danger or nuisance, and is under no obligation to pay compensation for or to return such items.

**NOTE:** *If you are a student at a college or university serviced by the Apartment Community, then you must also comply with all such college or university rules and regulations and student codes of conduct. Your signing of this Lease voluntarily authorizes the release of information to the college or university where you are enrolled should you violate this Lease, their rules and regulations, or the student codes of conduct, and including but not limited to your name, address and the details of the violation. In the event that the Apartment Community participates in an off-campus housing university-affiliated program, we may be required to submit occupant information such as name and address of registered students for emergency and/or administration related purposes, and your signing of this Lease voluntarily authorizes the release of such information to the college or university.*

**Violations:** Violations of the Apartment Community Guidelines and Conduct policies contained herein and in the Resident Handbook may also be subject to Resident being billed for Owner's costs, *in addition to* fines according to the following schedule:

First Violation – A **\$250** charge will be assessed

Second Violation – A **\$500** charge will be assessed

Third Violation – A **\$1,000** charge will be assessed and/or potential eviction

**Balconies:** Any item coming off a patio, balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Resident understands that in the event that any items come off of a patio, balcony or out of a window, Resident will be subject to an immediate \$1,000 fine and potential eviction, and may also be subject to criminal prosecution. The incident need not be witnessed by us to constitute a violation. Any investigation of alleged incidents will also be reported to the college or university serviced by the Apartment Community and local authorities. In the event of abuse of the patio or balcony or violation of this policy, Owner reserves the right to secure the balcony door so that Resident(s) may not access the balcony (regardless of fault or no fault of Roommates).

The fines above are intended as guidelines only and may be increased or decreased at our sole discretion based on the nature and severity of the violation, and **we may elect to fine or evict you for any single violation of the Conduct policies, should we reasonably believe the infraction was severe enough to warrant such action and at our sole discretion.** Fines will double and/or result in eviction in the event that Resident is found to have lied or deceived us when discussing the details of a lease violation.

## 15. SMOKING

**Smoking of any kind (cigarettes, vaping, hookah, marijuana, or otherwise) is prohibited inside any Apartment, balcony, patio, and all other indoor and outdoor areas at the Apartment Community.** Any Resident found in violation of this policy, whether by witness or evidence of the smoking activity, and at our sole judgment and discretion, will immediately receive a **\$250 Smoking Fine**, be responsible for any and all related damages to Premises, and risks additional fines imposed by city or other ordinances. In the case of subsequent violations we reserve the right to increase the **Smoking Fine to \$500 for the second offense and \$1000 for the third offense. A fourth offense may result in eviction proceedings.** Resident will also be subject to a Deep-cleaning Fee as outlined below.

Additionally, in the event that your or any guest smokes (not limited to cigarettes), burns candles, burns incense or engages in any other activity which could result in particles and/or smoke which tend to cause staining or odor on walls, carpets or other portions of the Premises, soiling of ductwork that could require duct cleaning or a persistent odor in the Apartment that necessitates the removal of carpet and padding despite an apparent clean appearance, all such damage and repair cost will be considered extraordinary damage beyond normal wear and tear and is the responsibility of the Resident. Therefore, you agree that any smoking in an Apartment or other activities as outlined in this paragraph will subject you to a **minimum \$500 Deep-cleaning Fee**, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage.

## 16. PETS

**No animals (including mammal, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless we have authorized so in writing.** Except as expressly provided below, if we allow an animal, you must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general Security Deposit.

We will authorize a therapy animal or an emotional support animal after first receiving written affidavit from a qualified health care professional verifying the Resident's disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a threat to the safety of other occupants of the Property. In such situation we will not require a pet deposit and/or a pet fee, though we may still require the support animal to be registered with our Leasing Office. If Resident knows they will require a therapy animal or emotional support animal prior to or at the time of Lease signing, they must notify us of the requirement. If the emotional support animal is particularly disruptive, or the Resident fails to take proper measures to ensure that the support animal does not unreasonably interfere with other residents, Owner reserves the right to deny the accommodation or file for eviction of the Resident.

Resident must not feed stray or wild animals. If we consent to Resident having a non-therapy animal and/or non-emotional support animal, Owner will require Resident to pay a pet security deposit and execute a Pet Addendum. The **pet deposit is \$300** and must be paid at the time the Pet Addendum is signed. If Resident or any guest violates the pet restrictions (with or without Resident's knowledge), Resident will be subject to charges, damages, eviction and other remedies provided in this Lease. If a pet has been in the Unit at any time during the Resident's term of occupancy (with or without Owner's consent), Owner will charge Resident for de-fleaing, deodorizing, and shampooing the Unit. Initial and daily pet-violation charges and pet-removal charges are damages for Owner's time and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. **Owner may remove an unauthorized pet by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the pet. Owner will turn the pet over to a humane society, shelter or local authority.** Owner will not be liable for loss, harm, sickness, or

death of the pet. Resident must pay for the pet's reasonable care and kenneling charges. Owner has no lien on the pet for any purpose.

## 17. MAINTENANCE, ALTERATIONS & REPAIRS

**Care of Unit:** You are responsible for and will take good care of the Premises and the furniture in the Premises, the Common Areas, and Community Common Areas. You will maintain the Premises in a neat, clean and sanitary condition and free from pests and rodents. You will not remove 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 the wall for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water or plumbing stoppages caused by foreign or improper objects in lines and facilities serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who caused it). 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 incurred, you will pay us the remaining amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this Section will continue after the Ending Date. Our repair costs may include an overhead charge.

**Smoke Detectors:** You must not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under state law. After you move in you are responsible for keeping the smoke detector in working order. We can require that you pay in advance all costs relating to the replacement or repair of a security device if due to your misuse or damage.

**Repairs:** Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, or if a smoke detector is not properly functioning, the request to us must be in writing. In case of malfunction of utilities or damage by fire, water, or similar cause, or injuries, accidents or property damage occurring in the Apartment, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, and any condition which you reasonably believe poses a hazard to health or safety. Once we receive the notice we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce Rent.

**Interruption and 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. We are not liable to you for any inconvenience, discomfort, disruptions or interference with your use of the Premises when we are making repairs, alterations or improvements to the Premises, the Apartment or the Apartment Community. If you request any repairs that are required to be performed by us under this Lease, they will be done during our usual working hours. In the event that the Apartment Community is under construction, improvement or repair, you agree to observe all warning signs and blockades and stay away from the areas of construction or repair. Construction and/or repair crews may work throughout the day and night hours to complete the construction or repair. Areas may have machinery and equipment present and are to be used by authorized personnel only and entry into these areas by Resident, guests or other invitees of the Premises are strictly prohibited.

## 18. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. DUE CARE FOR YOUR AND OTHERS' SAFETY EXPRESSLY INCLUDES BUT IS NOT LIMITED TO FOLLOWING ALL FEDERAL, STATE, AND LOCAL STATUTES, LAWS, ORDINANCE,

REGULATIONS, RULES, OR ORDERS APPLICABLE TO THE APARTMENT, APARTMENT COMMUNITY, OR ITS RESIDENTS. READ THE SAFETY GUIDELINES CONTAINED IN THE RESIDENT 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 INCLUDING THEFT, BURGLARY, ASSAULT, VANDALISM, OR OTHER CRIMES OR YOUR PERSONAL CONFLICT WITH YOUR ROOMMATES, OR ANY OTHER REASON. WE ARE NOT OBLIGATED TO FURNISH SECURITY PERSONNEL, SECURITY LIGHTING, SECURITY GATES OR FENCES, OR OTHER FORMS OF SECURITY AND WE CAN DISCONTINUE ANY OF SUCH ITEMS PROVIDED AT ANY TIME WITHOUT NOTICE. YOU UNDERSTAND THAT WE HAVE NOT MADE ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO YOU CONCERNING THE SAFETY OF THE APARTMENT COMMUNITY OR THE PREMISES OR THE EFFECTIVENESS OR OPERABILITY OF ANY SECURITY DEVICES OR SECURITY MEASURES AT THE APARTMENT COMMUNITY OR THE PREMISES. YOU UNDERSTAND THAT WE DO NOT WARRANT NOR GUARANTEE THE SAFETY OR SECURITY OF YOU AGAINST ANY CRIMINAL, TORTIOUS OR WRONGFUL ACTS OF ANY PERSON. YOU UNDERSTAND THAT SECURITY DEVICES OR MEASURES MAY FAIL OR BE THWARTED BY CRIMINALS OR BY ELECTRICAL OR MECHANICAL MALFUNCTIONS. THEREFORE, YOU UNDERSTAND THAT YOU SHOULD NOT RELY ON SUCH DEVICES OR MEASURES AND SHOULD TAKE STEPS TO PROTECT YOU AND YOUR EXISTING PROPERTY AS IF THESE DEVICES OR MEASURES DID NOT EXIST. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY MALFUNCTIONS INVOLVING LOCKS, DOORS, PROTECTIVE DEVICES OR WINDOWS IN WRITING. YOU, FOR YOURSELF AND ALL OTHER PARTIES, HEREBY RELEASE ALL, AND COVENANT NOT TO SUE US, AND WAIVE ANY AND ALL LIABILITY OF, AND ALL CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION AGAINST US WITH RESPECT TO ANY AND ALL PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY AND ALL OTHER OCCURRENCES SUFFERED BY YOU OR ANY RELATED OR UNRELATED PARTY AS A RESULT OF ANY CRIMINAL, TORTIOUS OR WRONGFUL ACT BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, ANOTHER RESIDENT OF THE APARTMENT COMMUNITY, BUT EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT BY US TO THE EXTENT PERMITTED BY LAW.

## **19. LIABILITY**

**TO THE FULLEST EXTENT ALLOWED BY LAW YOU, FOR YOURSELF AND ALL OTHER PARTIES, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (a) LOSS OR THEFT OF YOUR AND ANY OTHER PARTY'S PERSONAL PROPERTY, (b) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (c) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN PART (BUT NOT IN WHOLE) BY OR RELATED TO OUR NEGLIGENCE. YOU ASSUME FOR YOURSELF AND ANY OTHER PARTIES, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'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. WE ARE NOT OBLIGATED TO PROVIDE ANY HEALTH OR MEDICAL CARE TO YOU OR TAKE ANY ACTION WITH RESPECT TO ANY MEDICAL CONDITION, ALLERGY OR DIETARY PREFERENCES. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF LOSS, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, REMEDIATION COSTS AND EXPENSES OF WHATSOEVER KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL AND CONSULTING FEES, THAT WE MAY AT ANY TIME SUSTAIN OR INCUR BY REASON OF ANY AND ALL CLAIMS ASSERTED AGAINST US TO THE EXTENT THAT SUCH CLAIMS AROSE OUT OF OR AS A RESULT OF ANY BREACH OF THIS LEASE BY YOU OR BY OTHERS, OTHER THAN US.**

## **20. LOSS**

If in our sole judgment, the Premises, the Apartment Community or any part of the Apartment Community is materially damaged, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and deposit(s) less lawful deductions. If we determine not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there may be a reasonable reduction of Rent for the unusable portion of the Premises unless you were the cause of the damage. Alternatively, we may choose to relocate you to another apartment or even another comparable facility.

In the event an employee of Owner renders service or assistance (such as handling of furniture or other articles, cleaning of the Unit, parking of automobiles, or any other service) to, for or at the request of Resident, their family, guests, invitees, or licensees, then for the purpose of such service or assistance, such employee of the Owner shall be deemed the agent of the Resident, regardless of whether or how payment is arranged for such service, and Owner is hereby expressly relived from any and all liability in connection with such service and any associated injury or damage to persons or property.

## **21. RIGHT OF ENTRY**

**WE, AND OUR RESPECTIVE AGENTS, EMPLOYEES, MAINTENANCE, REPAIRERS, SERVICERS AND REPRESENTATIVES MAY, WITHOUT NOTICE, AT ANY TIME, ENTER THE PREMISES FOR ANY REASON THAT WE DEEM TO BE REASONABLE, INCLUDING WITHOUT LIMITATION, OUR ENTRY OF THE APARTMENT FOR THE PURPOSE OF PREPARING ANY UNOCCUPIED BEDROOM IN THE APARTMENT FOR RE-RENTAL, TO INSPECT THE APARTMENT FOR THE PRESENCE OF MOLD OR OTHER CONDITIONS, TO MAKE REPAIRS OR TO MAINTAIN THE APARTMENT, PREMISES, OR UNIT IN ACCORDANCE WITH ANY RULES OR REGULATIONS PROMULGATED FOR THE APARTMENT COMMUNITY OR IN RESPONSE TO ANY FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, RULE, OR ORDER APPLICABLE TO THE APARTMENT COMMUNITY, THE RESIDENT OR THE UNIT, TO INSPECT ANY REPORTED VIOLATION OF THIS LEASE, OR REMEDY ANY VIOLATION OF THIS LEASE TO THE APARTMENT.** Notwithstanding our rights, nothing in the preceding sentence or any undertaking by us under the preceding sentence (a) creates any obligation on us to perform any such inspections or any duty to act which otherwise would not be present or (b) releases you of your obligations to inspect, maintain, repair or report, or otherwise, under this Lease. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage). We can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. You are not allowed to install additional or alternate locks on the doors of the Apartment. Changing locks is expressly prohibited.

## **22. DEFAULT**

You are in violation of this Lease if: (a) You fail to pay Rent or any other amount owed under this Lease when due; (b) You violate this Lease or any Addenda to this Lease, the Resident Handbook, any other Apartment Community rules and policies or any laws, codes or ordinances; (c) Any of the utilities, which are payable by you or the other residents of the Apartment are disconnected or shut off because of nonpayment; (d) You fail to move into the Premises or, if you Abandon the Premises (as defined in this Lease); (e) You or the Guarantor have made any false statement or misrepresentation on any information provided to us; (f) You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease, any Addenda to this Lease or the Resident Handbook; (g) You allow a previously evicted resident or occupant to reside in your Apartment; **(h) You are arrested or charged for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture or delivery of a controlled substance or illegal drug paraphernalia; or (i) You engage in or permit (1) any drug related criminal activity, (2) any activity that endangers the health or safety of other residents, including any activity that in Owner's sole judgment violates any federal, state, or local statute, law, ordinance, regulation, rule or order related to the protection of health, safety, or welfare that is applicable to the Apartment, Apartment Community, or its residents whether promulgated on an emergency basis or not, (3) any activity that, in Owner's sole judgment, is injurious, unreasonably disruptive, or harmful to the Apartment Community or its reputation, (4) the possession or use of any weapons or ammunition in the Apartment or the Apartment Community, or (5) any act of violence in your Apartment; or (j) You fail to comply with Section 35 of the Lease.**

## **23. REMEDIES**

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this Section) in addition to other remedies allowed by law: (a) Collect any fine imposed under this Lease, any Addenda to this Lease or the Resident Handbook; (b) Sue to collect past due Rent and any other damages we have incurred because you violated the Lease; (c) Sue to collect all unpaid Rent and other sums which would become due until the Ending Date or until another person that we approve and accept in writing



takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises); (d) Terminate your right to occupy the Premises but not terminate this Lease nor end your monetary obligation for the Premises; (e) Terminate this Lease and your right to occupy the Premises and institute an action for eviction; (f) Report all violations to credit reporting agencies as permitted by law; and, (g) Do any combination of the above named remedies or any other remedies allowable at law or in equity.

**In addition to the foregoing remedies, if you commit any violation of Section 21, paragraph h. or i. of this Lease, we can immediately require you to vacate the Premises within 24 hours after notice from us.**

## **24. CUMULATIVE REMEDIES**

The exercise of any remedy by us will not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to vacate the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

## **25. COSTS AND FEES**

In the event we bring an action against you because you violated this Lease, we can recover all costs or fees we incur, including reasonable attorneys' fees, as part of any judgment.

## **26. SUBORDINATION AND RIGHT TO ENCUMBER**

The lien of any lender(s) on the Apartment Community will be superior to your rights as a resident. Therefore, if we violate the loan and a lender takes over ownership of the Apartment Community, it can, at its discretion, end this Lease or elect to continue this Lease in which event you will recognize such Lender or its assignee or representative as the Owner hereunder. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community. Upon written notice from a Lender, you will pay your Base Rent and other amounts payable under this Lease to such Lender.

## **27. SALES**

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

## **28. RESIDENT INFORMATION**

If you or the Guarantor have 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 the Guarantor voluntarily and knowingly. If someone requests information about you or your rental history for law enforcement, governmental or business purposes, you agree that we are permitted to provide it.

## **29. GENERAL**

Timing is very important in the performance of all matters under this Lease. Time is of the essence of this Lease. Your execution of this Lease confirms that neither we nor any of our representatives have made any representations or agreements. **There are no verbal agreements between us. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to enter into, waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us or signed by a Community Manager of Management with authority to sign. All**

Lease obligations are to be performed and enforced in the county where the Apartment Community is located, and the law of the State in which the Apartment Community is located will govern. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights will not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If more than one person signs this Lease, then the liability of all such persons to us will be joint and several and references to "Resident" or "you" in this Lease will be deemed to include all such persons that sign this Lease or may otherwise be accountable for and responsible for your actions or inactions. In addition, for the purposes of this Lease, the reference to "you" with respect to any defaults, violations or liabilities of the Resident or with respect to any disclaimers of liability, indemnities, waivers or releases from the Resident, will mean "you", "your guest(s)", "your family member(s)", "your invitee(s)", and "any other parties related to you or who are at the Apartment Community or the Premises because of you". For purposes of this Lease, all references to "we" in any disclaimers of liability, releases, waivers or any indemnities by you will mean, and be in favor of, us, Management, and any employees, officers, directors, members, affiliates, successors and assigns of us, Management and any of them. This Lease may be executed in counterparts.

### **30. LIABILITY OF OWNER**

If we violate this Lease, you waive any right to damages (and those of anyone else) which exceed our equity in the Apartment Community, 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.

### **31. MOLD**

Whether or not you experience mold growth in the Premises depends largely on how you manage and maintain your Apartment and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Premises as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Apartment is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Apartment in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Apartment. As part of your compliance with this general obligation, you agree to do the following: (a) Keep the Apartment, including without limitation the kitchen and bathroom areas, clean and dry; (b) Remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible and within 24 hours; (c) Use fans in the bathroom and/or open bathroom windows while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated, after taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor, hang up all towels and bath mats so they will completely dry; (d) Use reasonable care to prevent outdoor water from penetrating into the interior of the Apartment via windows or otherwise; (e) Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment; (f) Take all reasonable measures to control the moisture level in the Apartment; (g) On a routine basis, and at least once per month, visually inspect all areas of the Apartment for mold growth or signs of water damage and wetness; (h) Immediately report to Management orally and in writing any water leaks or water intrusions into the Apartment, or any excess water in or in the vicinity of the Apartment (walls, floor, ceiling, etc.) or in the building, such as plumbing leaks, roof leaks, foundation leaks, drips, sweating pipes, flooding or puddling of water; (i) Immediately report to Management orally and in writing any mold growth you find, identifying the location where found inside the Apartment; and (j) Immediately report to Management orally and in writing any problems you become aware of relating to fans, heating, air conditioning or other ventilation systems.

### **32. RENEWAL**

This Lease Agreement does not automatically renew and Owner is not obligated to renew it. Owner reserves the right to contract with others for the Premises at any time, for occupancy commencing after the End Date. If this is a renewal of your current lease,

then in that event, the terms and conditions of your current Lease will remain in full force and effect until the Start Date of this renewal Lease.

### **33. ADDENDA**

All Addenda to this Lease including, but not limited to Utility Addendum, Parking Addendum, Storage Addendum, Guaranty Agreement Addendum and Pet Addendum, are all considered to be a part of this Lease and are incorporated herein.

### **34. SERVICE MEMBERS CIVIL RELIEF ACT**

If, during the term of this lease, Tenant enters military service or, if during military service the Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may Terminate this lease by delivery of a written notice and a copy of the military orders. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA

### **35. HARASSMENT**

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, discriminatory comments, unwanted touching, derogatory language, or bullying. Any of these behaviors may lead to disciplinary action as determined by Owner in its reasonable discretion, leading up to and including fines or eviction.

### **36. PHOTOGRAPHS**

You give Owner permission to take photographs during any Owner hosted functions or activities which may then be used for any Property newsletter, bulletin board, website, social media, or any publications for purposes of marketing the Property and Apartment Community.

### **37. OFAC COMPLIANCE**

You represent and warrant that you are (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Resident shall be prohibited by law or that Resident shall be in violation of law. You covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Owner in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Resident has a reasonable basis to believe that they may no longer be true or have been breached; and (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Owner under the Lease Agreement; and (iv) at the request of Owner, to provide such information as may be requested by Owner to determine Resident's compliance with the terms hereof.

You acknowledge and agree that your inclusion on the List at any time during the Term shall be a violation of the Lease Agreement. Notwithstanding anything herein to the contrary, You shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of the Lease Agreement.

### 38. SEVERABILITY

If any clause or portion of a clause or section, in this Agreement is considered invalid under applicable law, it shall be regarded as stricken while the remainder of this Lease shall continue to be in full effect.

### 39. LOCAL LAW PROVISIONS

As applicable, the provisions and/or remedies which are set forth on Schedule I shall be deemed a part of and included within the terms and conditions of this Lease. In the event there is any inconsistency or discrepancy between the terms and provisions of Schedule I and the body of this Lease, the terms and provisions of Schedule I shall control in all respects.

*[Signatures on page 1]*

*This Apartment Community is an Equal Opportunity Housing Provider.*

