

## CONTINUING PARENTAL SPONSOR GUARANTY

Community Name: The Edge

This GUARANTY (the "Guaranty") is executed by Arthur Magee and Donna Magee (the "Guarantor"). It is understood that Andrew Magee (the "Resident") has applied to become a Resident at the above described property (the "Property"), which is managed on behalf of the Owner (as defined in the Lease) (the "Landlord") and will sign (or has signed) a Rental Agreement and Lease (the "Lease") for the Property and accept the Landlord's Rules and Regulations (the "Rules") for the Property, which Lease and Rules are incorporated herein by reference.

The Landlord requires that all obligations of the Resident with respect to the Lease and the Rules be personally and unconditionally guaranteed by the Resident's parent, guardian, or other sponsor. This Guaranty is required because most Residents of the Property are not financially independent or have uncertain or unstable financial independence; however, this Guaranty must be provided irrespective of the financial means of the Resident.

To induce the Landlord to lease property to and enter financial accommodations with Resident under the Lease, all present and future renewals, and other changes of or to the Lease or Rules (collectively, the "Guaranteed Documents"), the Guarantor hereby unconditionally guarantees to the Landlord the prompt and full payment when due, by acceleration or otherwise, of all sums now or any time hereafter due from the Resident to the Landlord under the Guaranteed Documents, (the "Obligations"). Guarantor further agrees to pay all reasonable costs and expenses (including, but not limited to, collection costs and fees, court costs and reasonable attorneys' fees) paid or incurred by the Landlord in endeavoring to collect or enforce performance of any of the Obligations, or in enforcing this Guaranty.

The liability of Guarantor hereunder shall in no event be affected or impaired by any of the following, any of which may be done or omitted by the Landlord from time to time, without notice to or the consent of Guarantor: (a) any renewals, modifications or supplements of or to any of the Guaranteed Documents; (b) any invalidity, irregularity or unenforceability of all or any part of the Obligations or the Guaranteed Documents; or (c) any other act of commission or omission of any kind or at any time upon the part of the Landlord or any of its affiliates or any of their respective employees or agents with respect to any matter whatsoever.

No release or discharge in whole or in part of any other guarantor of the Obligations shall release or discharge Guarantor unless and until all of the Obligations shall have been indefeasibly fully paid and discharged. Guarantor expressly waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of this Guaranty, notice of advancement of funds under the Guaranteed Documents and all other notices and formalities to which the Resident or Guarantor might be entitled, by statute or otherwise, and, so long as there are any Obligations or the Landlord is committed to extend credit to the Resident, Guarantor waives any right to revoke or terminate this Guaranty without the express written consent of the Landlord.

No delay on the part of the Landlord in the exercise of any right or remedy under the Guaranteed Documents, this Guaranty, or any other agreement, shall operate as a waiver thereof, and, without limiting the foregoing, no single or partial exercise by the Landlord of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. This Guaranty shall be binding upon Guarantor and its successors and assigns, and shall inure to the benefit of the Landlord and its successors and assigns. If there is more than one guarantor of the Obligations, all of the obligations and agreements of Guarantor

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## CONTINUING PARENTAL SPONSOR GUARANTY

are joint and several with such other guarantors. Guarantor consents to and authorizes Landlord to verify Guarantor's credit worthiness with a national credit reporting agency.

This Guaranty shall be governed by the laws of the state in which the Property is located. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

This Guaranty is absolute, unconditional and continuing and shall remain in effect until all of the Obligations shall have been fully and indefeasibly paid, performed and discharged. Upon the occurrence and during the continuance of any default under any of the Guaranteed Documents, any or all of the indebtedness hereby guaranteed then existing shall, at the option of the Landlord, become immediately due and payable from Guarantor. Notwithstanding the occurrence of any such event, this Guaranty shall continue and remain in full force and effect. Guarantor irrevocably consents to Landlord's release of any and all information about Guarantor in Landlord's possession to any parties hired by Landlord to pursue the collection of amounts due hereunder.

To qualify as a Guarantor, an individual must provide proof of financial wherewithal in the form of (1) gross monthly income in an amount that is equal to or greater than 4 times the monthly installment amount in Section 4. Lease Terms, Fees, and Installments (as defined in the Lease) or (2) other proof of income, investments, or other assets (approved by Landlord in its sole discretion) in an amount that is equal to or greater than 4 times the monthly Total Recurring Installment (Rent), as defined in the Lease in Section 1. Summary of Lease Term Fees and Installments.

This form must be received by the Landlord within 14 days of the date the Lease is signed by Resident.

EXECUTED on 06/18/2018

<sup>2</sup> Andrew Magee      <sup>4</sup> Arthur Magee      <sup>6</sup> Donna Magee      <sup>7</sup> Katie Lutz

RENTAL AGREEMENT AND LEASE

The Rental Lease Agreement (“**Lease**”) is made and entered as of the date written below by **Vision Realty Management (“Manager”)**, as agent for **Mack Canel LLC LLC (“Master Resident Landlord”)**, (both Manager and Master Resident Landlord collectively, hereinafter referred to as “**Landlord**”) and the undersigned resident(s) **Andrew Magee** (each hereafter referred to as “**Resident**”) at **The Edge**, located at **1 Merrimack Plz**, in **Lowell, MA 01852 (“Management Office”)**. The members, managers, partners, officers, principals, directors, agents, employees, and contractors of the Landlord shall hereinafter be referred to as the “Landlord Parties”.

1. SUMMARY OF LEASE TERM, FEES AND INSTALLMENTS.

Lease Term:      Start Date: 09/01/2018, 10:00AM                      End Date: 08/15/2019, 12:00PM

The Lease Term is finite, as defined by the Start and End dates, and does not automatically renew or revert to a month to month status at the end of Lease Term. Unless the Resident enters into a new lease of the Apartment prior to the End Date, Resident must vacate the Apartment by the date and time specified above.

Unit Type Leased

Unit #*	Floor Plan	Furnished/Unfurnished
TBD	2 Bed 1 Bath - Private	Furnished

\* Unless renewing the same unit, the Unit # will not be assigned at lease signing.

Rent and Other Recurring Monthly Fees:

Move-In Charges		Recurring Charges	
Description	Amount	Description	Amount
Application Fee	\$N/A	Rent	\$1010.00
Security Deposit	\$500.00	Parking	\$
PPA	\$	Furniture Premium	\$
		Double Occupancy Premium	\$
DUE PRIOR TO MOVE-IN:	\$1010.00	TOTAL RECURRING INSTALLMENT (“Rent”)	\$1010.00

**Rent**, or the Total Recurring Installment amount does not include utility usage charges if utility usage is billed to the Resident in arrears. Please refer to Section 10 - Utilities for the specific usage and billing terms for The Edge, as prescribed in the Lease.

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## RENTAL AGREEMENT AND LEASE

### RECURRING INSTALLMENT SCHEDULE:

**Base Rent for Lease Term:** Payment in 12 equal installments of \$1010.00 due on the 1<sup>st</sup> of each month, with the first payment due on 09/01/2018 and the final payment due on 08/01/2019 with the sum of all payments due equaling \$12,120.00.

The total rent due will not be pro-rated according to the date the resident takes possession of the unit or the date the resident surrenders the unit.

**AGREEMENT:** RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

2. **DESCRIPTION OF PREMISES.** The Landlord hereby leases to Resident and Resident hereby leases from Landlord the Premises, which is an apartment in the Property, described herein and in Section 1. Summary of Lease Term, Fees & Installments. “**Apartment or Unit**” means the apartment unit and bedroom identified by Landlord at or prior to the beginning of the Lease Term. “**Premises**” means the shared use and occupancy of the apartment’s common areas, bedrooms, bathrooms, and other areas in the apartment unit so identified subject to the terms and conditions of this Lease. The Resident also enjoys the nonexclusive use of certain common areas located throughout the Property, subject to the terms and conditions of this Lease and the Property’s Rules and Regulations, as Exhibit A - Resident Handbook: Rules and Regulations.
3. **TERM.** The Premises are to be used and occupied by Resident as a residence, for the period described in the Summary of Lease Term, Fees & Installments subject to adjustment pursuant to Section 1 (the “**Lease Term**”). It is expressly understood that this Lease is for the entire Term whether or not the Resident is able to continue occupying the Premises. Accordingly, Resident’s obligation to pay the Rent hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.
4. **RENT.** Resident shall pay the Landlord the sum of the Rent. “**Rent**” means the total rent due for the Premises, the amount which is listed in Section 1. Summary of Lease Term, Fees & Installments, “**Total Recurring Installment**”, as well as any fees, fines, additional rent or other levies due under this Lease, without offset or deduction. Rent shall be paid pursuant to the terms and conditions contained herein and in the Summary of Lease Term, Fees & Installments. Rent shall be paid to the Property’s office at the address listed in Summary of Lease Term, Fees & Installments, or at such other address provided to Resident by Landlord by written notice (the “**Management Office**”).

Rent is due in the Management Office prior to close of business on the first day of the month listed in the Recurring Installment Schedule in Section 1 of the Lease, below.

5. **SECURITY DEPOSIT AND TERMS.** As a condition to the effectiveness of this Lease, Resident may be required to deposit with the Manager the Security Deposit as partial security for all obligations under this Lease. The amount and nature of the required deposit is specified in Section 1 Move-In Charges. The total amount of fees and deposits due prior to move-in is also specified in Section 1 “Due Prior to Move-In”.  
**The Security Deposit will not be the limit of damages if Resident violates this Lease, and Resident may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning, repairs and replacements, in excess of “normal wear” and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by the Manager from the Security Deposit.

If the Security Deposit is reduced because Manager has applied all or part of it to Resident’s unpaid obligations, Resident agrees that Resident will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to the full amount set forth in Section 1 of this Lease. Resident cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but Manager can, but shall not be obligated to, use all or any part of the Security Deposit for any of Resident’s unpaid obligations. Following the termination of this Lease, Manager has 30 days to return any unused portion of the Security Deposit to Resident. Along with the return of all or any portion of Resident Security Deposit, Manager will provide to Resident a description and itemized listing of deductions that Manager has made from the Security Deposit, setting forth (i) the estimated cost of repair for each damaged item, and (ii) the amounts on which Landlord intends to assess Resident. These materials may be mailed (via first class mail) to the forwarding address provided by Resident at the time of move-out and or the permanent address listed on the Resident’s application, and if undelivered, will be returned to Manager at the Management Office.

6. **APPLICATION AND REDECORATION FEE.** Each Resident shall pay to Landlord an Application Fee to cover the costs associated with the processing of Resident’s Lease application *at or before* the execution of this Lease. Further, each Resident shall pay to Landlord a non-refundable Redecoration Fee (the “**Redec Fee**”) to cover the normal expenses incurred by Landlord returning the Premises to their original condition at the commencement of the Lease. The Redec Fee is not a deposit. In the event that Landlord incurs or will incur expenses in returning the Premises and/or Property Common Area to the condition so required by this Lease, which amount exceeds the Redec Fee, Resident understands and agrees that *Resident shall pay such excess expense* to Landlord within thirty (30) days of receipt of an invoice for such amount.
7. **LATE FEES AND RETURNED CHECKS.** There are no prorated Rent amounts under this Lease. Resident must also pay additional charges as identified in the Lease. Resident must pay Resident’s Rent on or before the 1st day of each month (“Due Date”), or as specified on the Recurring Installment Schedule included in Section 1 of the Lease, Summary of Lease Terms, Fees and Installments.
  - a. Rent that is not received by 11:59pm on the fifth (5<sup>th</sup>) day of the month will be considered late, and Resident will be obligated to pay an initial late fee in the amount of five (5%) percent of the outstanding balance, which will be added to

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## RENTAL AGREEMENT AND LEASE

Resident's account. If the Due Date falls on a holiday observed by Landlord and the management office is closed, payment must be made on the first day following the holiday. All Late Fees shall be considered as Additional Rent. Late Fees are due and payable when assessed.

- b. If Resident does not pay Rent on or before the due date, Resident will be in default and all remedies under state law and this Lease will be available to Landlord.
- c. Rent shall not be considered late if it is received by Landlord the 1st day of the month such Rent is due; the Due Date, or as specified in Section 1 of the Lease.
- d. Resident must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.
- e. Resident may not pay Rent in cash. Resident must pay Rent by check, money order, certified funds, online payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Resident a receipt for rental payments made by check or money order. Landlord may, at Landlord's option, require at any time that Resident pay all rent and other sums in certified or cashier's check, money order, or a single monthly check.
- f. Any accord, satisfaction, conditions or limitations noted by Resident on or in any rental payment shall be null and void.
- g. Resident is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Resident or at Resident's request and for all fees or fines as described in *Exhibit A - Resident Handbook - Rules and Regulations*.
- h. Landlord will not accept personal checks after the 5<sup>th</sup> of the month.

Checks tendered for Rent shall be made payable to the Landlord. There will be a \$50.00 service charge on all returned checks. As such, the NSF Fee shall be due and payable immediately upon notification to the Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. The NSF Fee shall constitute additional Rent hereunder. Landlord may pursue any remedies available to it under this Lease or applicable law to recover such charges in the same manner Landlord may exercise its remedies for failure to pay Rent.

If any check delivered to Landlord by Resident is returned for insufficient funds, then Landlord may refuse payment by check thereafter and may require Resident to make payment by cashier's check, wire transfer, or certified funds. Landlord reserves the right at any time during the term hereof to specify and demand a particular form of payment for all monies due.

- 8. INSURANCE REQUIREMENTS.** Resident shall, at his or her expense, provide, maintain and pay for renter's insurance that meets Landlord's renter's insurance specifications, and shall provide Landlord with satisfactory evidence of such insurance, as specified in *Exhibit B - Insurance and Indemnification Addendum*. Resident shall comply with all local ordinances and restrictions and will be responsible for violation fees to Landlord caused by Resident's improper or illegal use of the Premises whether or not Landlord had actual or constructive notice of Resident's improper or illegal use. Should Resident not provide a renter's policy at the time of move-in that meets the requirements outlined in *Exhibit B - Insurance and Indemnification Addendum*, or if coverage lapses on the policy provided, Resident agrees to be enrolled in the Landlord Placed Tenant Liability Insurance Policy ("LPTLI" or CardinalProtect") program and billed accordingly until such time that proof of sufficient coverage is provided.

- 9. LOCKS, KEYS, & ACCESS DEVICES.** Locks may not be changed or added by Resident without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards and remotes must be returned to Landlord upon termination of occupancy.

Landlord will furnish Resident with one key to the main entry door, one key to the bedroom, one key to the mailbox, and one access remote, key fob or similar device (if applicable). Resident will be charged a Key Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum* per lost entry door or bedroom key, per lost mailbox key, and a Remote Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum*, per remote or key fob not returned, or for those requiring replacement during the Term of Resident's occupancy. Each Resident may only possess one main entry door key; therefore, if the main entry door key is lost and Resident requires a replacement, locks will be changed and Resident will be charged a Lock Replacement Fee, as defined in *Exhibit E - Fee Schedule Addendum*, for the lock rotation. Resident agrees that such keys are provided solely for Resident's own use; duplicates will not be made of such nor will keys be loaned to any person. Landlord reserves the right to suspend this service at any time.

In the event Resident is locked out of his apartment or bedroom during other than regular business hours and requires Landlord's assistance to gain reentry, Resident shall pay to Landlord a Lockout Fee, as defined in *Exhibit E - Fee Schedule Addendum*, which amount will be considered additional Rent, added to the Resident's ledger, and shall be paid to Landlord within 24 hours of such service.

### **10. UTILITIES.**

- a. Landlord will supply and pay for the following utilities/services: water, sewer, basic cable television, internet service, and trash.
- b. Landlord agrees to furnish trash removal at specific locations throughout the Property. This does NOT constitute door-to-door trash pickup.
- c. Resident must keep all utilities to the Unit active; Resident cannot turn off Resident's utilities if Resident leaves, even for vacation.
- d. Resident will pay for electric charges in the following manner: The monthly electric bill from the utility provider will remain in Landlord's name, and shall be divided evenly among all occupants in the unit, and presented to Resident by Landlord's third party billing provider. Resident's pro-rata share of such charges shall be billed monthly as a separate charge and considered Additional Rent.
- e. The bill will be sent to Resident by a third party billing provider. Resident acknowledges that the billing provider is not a public utility. Landlord reserves the right to change the third party billing provider at any time. Any disputes related to the computation of Resident's bills will be between the Resident and the Landlord.

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## RENTAL AGREEMENT AND LEASE

- f. Each bill will include a monthly service fee of up to **\$5.00** in addition to the usage charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Landlord for providing billing services and may be increased, with 60 days written notice provided to Resident, if Landlord's expenses increase.
- g. The billing methods described herein may be changed by Landlord by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.
- h. Failure to pay any of said charges shall be considered a material breach of the lease agreement and Landlord shall have the right to commence legal proceedings against Resident and all occupants including but not limited to an unlawful detainer action to recover possession of the premises.
- i. Upon termination or expiration of the lease, unpaid bills may be deducted from Resident's security deposit, and for such purpose Landlord and Resident agree that the charges described in this addendum are considered Additional Rent.
- j. Resident agrees to use utilities in a careful and conservative manner
- k. Unless Landlord instructs Resident otherwise, Resident must, for 24-hours a day during freezing weather, (i) keep Unit heated to at least 50 degrees F., (ii) keep cabinet and closet doors open; and (iii) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, Resident must keep Unit cooled to a temperature no higher than 85 degrees F. Resident is liable for damage to both Landlord's and Resident's property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to Resident's violation of these requirements.
- l. Resident must first Call 911 in case of fire and other life-threatening situations. Landlord offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 50 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (Resident(s) will be charged if Landlord responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water.

Notwithstanding the foregoing, Landlord shall not be liable for loss or damage resulting from interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services, or for the malfunction of machinery or appliances serving the Premises or any part of the Property. Resident shall pay for any fees, fines, penalties or other charges assessed against Landlord or Resident for Resident's misuse of any utility service, including but not limited to, use that violates the law, rules and regulations, or rules and regulations of such service provider

If it is necessary for Landlord to pay any costs or repairs due to Resident's failure to pay or failure to activate any utility under Resident's name, if required per the terms defined in this section, above, or if Resident disconnects any utility before the Lease end date, then Resident will reimburse Landlord for such amount a Utility Loss Recovery fees, as prescribed in *Exhibit E - Fee Schedule Addendum* and the total amount is payable by Resident to Landlord as additional Rent. Resident is responsible to pay for all utilities during the Lease term, as defined in this section, Utilities, even if Resident moves out prior to the End Date in Section 1 of the Lease.

- 11. INTERNET AND TELEVISION.** Landlord is providing basic internet and basic cable service to Resident. Service is subject to Network Access, Acceptable Use and performance level terms (see below). If Resident wants additional television channels, voice service or additional internet capacity, they will be at Resident's expense and Resident must make arrangements through the Landlord-approved provider. Additional services not paid by Landlord must remain on and paid for by Resident, in Residents' name, through Resident's contracted ending date regardless of whether Resident has moved out.

Landlord will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Resident hereby releases Landlord from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

**Network Access.** Resident may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Resident may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the Resident's computer operating system or any other feature will be the responsibility of the Resident to resolve. Landlord will not be responsible for software issues related to the user's personal computer.

**Acceptable Use.** Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services. The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized.

Sharing access to copyrighted material on the network is prohibited. Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or Apartment where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide a high degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**Performance Rises.** Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but every reasonable effort will be made to ensure a high quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (i.e.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

- 12. FURNISHINGS.** Landlord will furnish the Apartment according to *Exhibit I - Furniture Addendum*. If damage to the furniture occurs, Resident will be charged for the repair/replacement costs to return the furniture to its original condition. Normal wear and tear and manufacturer's defects will not be the responsibility of the Resident. As the caretaker of the

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## RENTAL AGREEMENT AND LEASE

furniture, it is the Resident's responsibility to notify the Manager if there is an occurrence of a manufacturer's defect to the furniture in the Apartment. If Resident does not notify the Manager of any defects to the furniture, Resident could be charged for the damage.

Damages to the furniture include, but are not limited to, the following examples:

- a) Food Stains and Odor Stains;
- b) Tears to the Fabric;
- c) Structural Damage (i.e. broken leg, broken drawer);
- d) Broken, Cracked, or Chipped Glass;
- e) Pet Stains;
- f) Discoloration of the Wood or Fabric; and
- g) Chipped or Marred Wooden Surface

**13. OTHER SERVICES.** If Landlord, or an affiliate, elects to provide any optional services to residents and Resident elects to use such service, the charges for such service(s) used by Resident shall be deemed additional Rent and Resident's failure to timely pay for the same shall constitute a default hereunder.

It is expressly understood and agreed that, to the extent that the Landlord may provide, use, or maintain any of the following equipment or services, such provision, use, and/or maintenance of security officers, intrusion alarms, video surveillance, panic switches, fire extinguishers, fire sprinkler systems, alarm systems, and any and all other security measures (collectively, the "Measures"), is, to the extent not required by law, purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Resident's person or property, or the person or property of any guest, invitee, or other resident of the Property. Landlord makes no warranty that any of the Measures are, except as required by law, in operating condition or will be used at any or all times. To the extent permitted by applicable law, Landlord and Resident expressly agree that Landlord shall not be liable for any use, misuse, or failure of such Measures.

An apartment key will be issued to each Resident. In the event replacement keys are needed, a new key will be issued to the Resident upon payment of a key replacement fee, as specified in Section 9: Keys, Locks and Access Devices. Likewise, the Resident will report immediately any lost, stolen or damaged key to Landlord. There shall be no locks installed by the Resident without Landlord's prior written approval.

**14. RESIDENT CREDITWORTHINESS; PARENTAL OR SPONSOR GUARANTIES.** Unless Landlord determines Resident to be independently creditworthy according to the criteria established by Landlord in its discretion, before it accepts this Lease, Landlord may require a guarantee of Resident's obligations signed by third parties deemed by Landlord to be creditworthy, such as Resident's parents or other sponsor, in the form of the Guaranty of Lease attached to this Lease.

- a) The Landlord requires, proof of financial wherewithal ("Proof"), which must be presented by Resident in one of three manners (1) execution and presentment to Landlord of a binding Parental/Sponsor Guaranty (the "Guaranty") by a qualified guarantor who meets the qualification requirements in the Rental Qualification Criteria and Acknowledgement ("***Rental Qualifications Criteria and Acknowledgement***"); (2) proof of monthly income that is at least 4 times the monthly rent installment amount on the Section 1. Summary of Lease Terms, Fees & Installments, (3) other proof of income, financial aid, or other assets (i.e., loans, financial aid, cash account, etc.) that is at least three times the Term Installment Total Rent, as defined in Section 1 of the Lease. To illustrate, if Resident were qualifying under (3) above, Term Installment Total Lease Term was \$10,000, Resident would need proof of income, financial aid, or other assets in the amount of \$30,000 (i.e., (\$10,000 x 3)).
- b) In the event that Resident provides Proof, which relies solely on financial aid, and/or does not have a qualified guarantor, then Resident must pay the entire Rent prior to the beginning of the Term or must enter into a Financial Aid (*Exhibit J - Financial Aid Addendum*), and/or Prepaid Rent Agreement (*Exhibit K - Prepaid Rent Addendum*) with the Landlord, unless otherwise agreed to by Landlord in writing.
- c) Resident hereby acknowledges and consents to the disclosure of personal information by Landlord to the person or persons providing the Guaranty, if any.
- d) Resident represents and warrants that the information provided by Resident in his application and all other documents ancillary to this Lease are true and correct as of the execution of this Lease and remain true and correct as of the start of the Term. Resident shall notify, in writing (e.g., a new application), Landlord of any changes to the information provided in Resident's application or other ancillary documents prior to taking occupancy of the Premises. Landlord reserves the right to terminate this Lease, in its sole and absolute discretion, if (1) any of the new information disqualifies Resident from occupying the Premises or residing at the Property, or (2) any of the information provided by Resident is untrue, fraudulent, fully or partially omitted, or misleading.

**15. GOVERNING LAW.** This lease is governed by and to be construed in accordance with the laws of the state in which the Property is located, and the ordinances of the city and county in which the Property is located, and any actions brought with respect to this Lease shall be in the courts of such county.

**16. DEFAULT CONDITIONS OF LEASE.** Time of rent payment is of the essence. In the event a Rent Installment payment or any other amount due from Resident to Landlord is not received by Landlord on or before the due date, as specified in Section 7: Late Fees and Returned Checks, then, at the option of Landlord, such failure to pay on time shall constitute a default. If any Rent or other sums due from Resident to Landlord is unpaid when due, Landlord may provide Resident with written notice of non-payment and Landlord's intention to terminate Resident's rights under this Lease. If Resident fails to pay the rent or other sum(s) within three (3) days of receipt of notice, or within a timeframe specified by local or state law, then Resident shall be in default and Landlord may exercise its remedies under this Lease and under applicable law.

In the event Resident shall fail to perform any other duty or condition of this Lease within three (3) days after having received written notice from Landlord to do so, then Landlord may exercise its remedies under this Lease and under applicable law. If Resident is in default hereunder and Landlord exercises its right of eviction, this Lease is not terminated and will be terminated only upon the express release of Resident by Landlord or the re-leasing of the Premises by Landlord. Otherwise, Rent will be due for the full Term after eviction or abandonment.

5 AM 17 AM 29 DM

## RENTAL AGREEMENT AND LEASE

In the event Resident intentionally misrepresents a material fact in this Lease or in any rental application submitted in connection with this Lease, then, at Landlord's option, Resident shall be in default and have no right to remedy or cure such default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

In the event Resident or any guest or invitee of Resident (a) possesses or uses illegal drugs at the Property; (b) discharges a firearm at the Property, except as may be permitted by applicable law; or (c) criminally assaults another resident, guest or invitee at the Property, except as may be permitted by applicable law, then, at Landlord's option, Resident shall be in default and have no right to remedy or cure such default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

In the event (i) there is material noncompliance by Resident with any other duty or condition of this Lease and Resident shall fail to cure such noncompliance within seven (7) days after having received written notice from Landlord of Landlord's intention to termination Resident's rights under this Lease (specifically excepting when notice is also given for non-payment of rent, which shall require only three (3) days' written notice, and except as otherwise specifically provided in this Lease) or (ii) Resident abandons the Premises prior to the expiration of the Term, then Resident shall be in default and Landlord may exercise all remedies under this Lease and under applicable law, including without limitation termination and recovery of damages permitted under applicable law.

Landlord shall not be liable for storage of Resident's personal property, and if Resident leaves personal property in the Apartment for more than fourteen (14) days after termination of this Lease, Landlord may dispose of such personal property without obligation to Resident and at Landlord's sole discretion.

In the event of any default of this Lease that results in monies possibly being due or owed by the Resident, a credit report concerning Resident may be obtained by the Landlord or its agents. The Resident agrees that, upon surrender or abandonment of the Premises by Resident, and in any other event, the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property, as specified in Section 16 - Disposition of Personal Property, below.

The Resident authorizes Landlord to disclose any and all information known or discovered by Landlord and/or its agents (including but not limited to addresses, phone numbers, and social security number) about Resident to such parties (including but not limited to attorneys, collection agencies, and credit bureaus) deemed appropriate by Landlord, in its sole discretion, in furtherance of Landlord's efforts to collect Rent and/or any other monies owed by Resident to Landlord.

**17. DISPOSITION OF PERSONAL PROPERTY.** Upon the surrender or abandonment of the Premises, or on termination of this Lease by lawful eviction or expiration of the Term, Landlord shall not be liable or responsible for storage or disposition of any personal property remaining on the Premises that belonged to Resident or Resident's guests. Any such personal property shall be deemed abandoned and title shall vest in Landlord and Landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with applicable law. To the extent allowed by applicable law, Landlord shall have a lien for unpaid rent against Resident's personal property in the Premises and may seize such personal property in accordance with the provisions of applicable law. Landlord shall be entitled to recover from Resident the expenses incurred by Landlord in connection with handling, storing or otherwise disposing of Resident's personal property.

**18. SEVERABILITY, MODIFICATION, MISCELLANEOUS.** If any clause or provision of this Lease is held to be illegal, invalid or unenforceable, then the remainder of this Lease, 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, shall be legal, valid and enforceable to the fullest extent permitted by law. No modification, alteration, amendment or other change to the terms of this Lease, including but not limited to handwritten additions or deletions, shall be enforceable against Landlord unless made in writing and signed by an officer of Landlord. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument (each Resident may execute a signature page, which notes the names of the other residents). This Lease contains the entire agreement between the parties hereto with respect to the matters to which it pertains, supersedes all prior written and verbal representations and agreements.

The section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Lease. A waiver by either party of a breach by the other party of an obligation of such other party pursuant to this Lease shall not be construed as a waiver of any succeeding breach of the same or other term hereof. **Landlord and Resident hereby expressly waive any right to trial by jury of any claim, demand, action or cause of action arising under this Lease or any other related document, or in any way connected with or related or incidental to the dealings of the parties hereto with respect to this Lease or related document, in each case whether now existing or hereafter arising and whether sounding in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury**

**19. ACCELERATION AND OTHER REMEDIES.** All monthly Rent for the rest of the Lease contract will be accelerated automatically without further notice or demand (before or after acceleration) and will be immediately due and delinquent if Resident is evicted from the Unit or abandons the Unit.

In addition to all of Landlord's other rights and remedies under state law and this Lease, Landlord may report unpaid amounts to credit agencies. If Resident defaults and moves out early, Resident will pay Landlord any amounts stated to be rental amounts in Section 1. Summary of Lease Term, Fees & Installments, in addition to other sums due. Upon Resident's default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for Landlord's time, inconvenience, and overhead in collecting late Rent, but are not for attorney's fees and litigation costs. Landlord may accelerate Rent upon default.

**20. ATTORNEYS FEES.** To the extent permitted by applicable law, Resident hereby agrees that Resident will reimburse Landlord for all of Landlord's costs, fees and expenses, including attorneys' fees and court costs, arising in connection with any default by Resident, as well as any action by Landlord for enforcement of this Lease or eviction of Resident or to collect on any claims or damages against Resident.

**21. ASSIGNMENT AND RELETTING.** Resident shall not assign, relet or otherwise transfer their interest in the Premises, or any part thereof, without Landlord's written consent which may be given or withheld in Landlord's sole discretion. Upon written notice to Landlord from Resident that Resident requests to assign and sublease this Lease, Landlord will accept a

6 AM 18 AM 30 DM



## RENTAL AGREEMENT AND LEASE

reasonable subtenant. In the event Landlord consents to an assignment, re-let, or other transfer of the Premises to a person procured by Resident, Resident shall pay to Landlord the reletting fee as specified in *Exhibit E - Fee Schedule Addendum*, and/or any other pertinent fee, as applicable.

If Landlord is unsuccessful in reletting the Unit, then Resident remains liable under the Lease as provided herein. Providing notification to the Landlord does not modify or amend the terms and conditions of this Lease, release the Guarantor, and does not guarantee that an acceptable replacement Resident will be identified.

Replacing a Resident is allowed only when Landlord consents in writing. If Resident permits another person to live in Unit or provides a key to a person not named on this Lease, Resident will be in default of the Lease. If departing or remaining Residents find a replacement Resident acceptable to Landlord before moving out and Landlord expressly consents to the replacement, then:

- a) Such substitute Resident will be obligated to the standard application fee, which shall be immediately due and payable;
- b) The departing Resident must pay for all damage to the Unit and the Property as provided in this Lease;
- c) The replacement Resident must meet the Rental Qualifications Criteria and Acknowledgement;
- d) The replacement Resident must fully complete and execute a new Lease and all addenda, and cause a new Guarantee to be executed and delivered;
- e) A rekeying fee will be due if rekeying is requested or required; and
- f) The departing Resident will no longer remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**22. SERVICEMEMBER CIVIL RELIEF.** In the event (a) Resident enters military service after the execution of the Lease or (b) Resident, while in military service, executes the Lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than ninety (90) days, Resident may terminate the Lease by delivering written notice of such termination, and a copy of the service member's military orders to the Landlord.

**23. CONDITION OF PREMISES.** Resident hereby agrees that prior to the later of (a) two (2) business days after the beginning of the Term or (b) the Resident's occupation of the Premises, Resident shall provide Landlord with a completed Unit Inspection Checklist, attached hereto as *Exhibit P - Unit Inspection Checklist*, which sets out in reasonable detail any items or aspect of the Premises (and their furnishings and fixtures) which Resident reasonably believes are deficient or damaged. Upon receipt of the completed Unit Inspection Checklist, Landlord agrees to make such changes or accommodations for Resident as Landlord, in Landlord's sole opinion, deems are appropriate. Resident's failure to timely deliver to Landlord such Unit Inspection Checklist shall be a declaration by Resident that the Premises (and the furnishings and fixtures) are in good repair and habitable condition.

**24. MODEL DISCLAIMER.** The model apartment unit, located at the leasing office or within the apartment community, including but not limited to the counter tops, fixtures, flooring, carpet, appliances, furniture, and other treatments, shown to the Resident is intended to be representative of the general quality and type of construction and materials which Landlord intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, designs, materials, upholstery and other treatments in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and the layout. Resident acknowledges that the actual apartment to be leased will not include custom lighting, lamps, pictures, clothing, linens, unattached appliances, other personal property and decorations contained in the model for display purposes. The actual furniture provided may vary based on the number of beds and baths in the unit leased by Resident.

**25. TEXT MESSAGING:** In order to facilitate clear and quick communication, Landlord may send out important text messages regarding property to resident communication, community events, emergency announcements, or other important message via text message to the phone number provided during the application and lease signing process. By signing this lease agreement, Resident authorizes Landlord to send text messages.

**26. MOVE-IN AND MOVE-OUT PROCEDURES.** Preceding Resident's taking possession of the Premises, Resident shall conduct an inspection of the Premises and shall note on the Unit Inspection Checklist, attached hereto as *Exhibit P - Unit Inspection Checklist*, any conditions which are unacceptable to Resident. It is Resident's responsibility to submit a completed Unit Inspection Checklist to Landlord as required in Section 23 - Condition of Premises. Resident and Landlord shall also respectively inspect the Premises upon Resident's surrendering possession thereof at the termination of this Lease and shall note in the space provided on the Unit Inspection Checklist the condition of the Premises, including all appliances, furnishings, and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of Premises.

Resident will be notified of any outstanding balance/charges within approximately thirty (30) days after the termination of this Lease, or earlier as required by local and state law, which may be delivered by regular mail or electronic mail. Landlord may remove and dispose of such items left on the Premises at termination of this Lease without liability to Resident, and Resident shall pay to Landlord an Abandoned Property Removal Fee.

Prior to Resident taking possession of the Premises, Resident shall have (a) paid all Rent (and any other amounts) then due, (b) provided Landlord with the Proof required by Landlord (Section 13 - Resident Creditworthiness; Parental or Sponsor Guarantees, (c) provided Landlord with proof of renter's insurance (see Section 6), (d) completed Landlord's move-in procedures, and (e) cured any breaches of the Lease to Landlord's satisfaction.

**27. RELOCATION.** It is understood that the Property contains other apartment units in which other residents may reside. For purposes of operating efficiency, Landlord reserves the right to relocate Resident to another apartment unit at the Property, which substantially meets the Resident's selections on the 1. Summary of Lease Term, Fees and Installments. It is acknowledged that Landlord will exercise reasonable discretion in exercising Landlord's rights pursuant to this section of this Lease. If Landlord exercises such right, Landlord shall assist Resident in moving Resident's personal property to such new unit.

7 AM 19 AM 31 DM

## RENTAL AGREEMENT AND LEASE

**28. LAND LORD RIGHT OF ENTRY.** Resident agrees that Landlord or its representative may enter the Premises (a) at reasonable times after providing Resident at least one (1) days' written notice in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations or improvements, or to supply agreed services; (b) at any time in the case of emergency or if it is impracticable to provide Resident with at least one (1) days' notice; and (c) at reasonable times after providing Resident at least one (1) days' notice for the purpose of displaying the same to prospective or actual Residents, purchasers, mortgagees, workmen or contractors.

Resident hereby agrees that Landlord, subject to the requirements of applicable law, can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Resident; (c) at times scheduled with Resident to show the Premises to prospective residents, lenders, or purchasers; (d) if Resident defaults under this Lease; and (e) if Resident abandons the Premises. Without limiting any rights of Landlord provided in this Lease or pursuant to applicable law but subject to the requirements of applicable law, Resident hereby agrees that Landlord shall have the right to inspect the Premises no less than once every three (3) months during the Term.

**29. REMEDIES FOR HOLDOVER.** If Resident holds over and continues in possession of the Premises or any part thereof after the expiration of the Lease and notification to vacate, without Landlord's written consent, Landlord may recover possession of the Premises in accordance with state law. If Resident's holdover is willful and not in good faith, Landlord may also recover an amount equal to not more than three (3) months' periodic rent or the actual damages sustained by Landlord, whichever is greater, and other amounts permitted by applicable law.

**30. MAINTENANCE AND REPAIRS.** Landlord will be responsible for all repairs and maintenance to the Premises, with the exception of (i) any repairs necessitated by Resident's intentional acts, negligence or misuse of the Premises or damage (other than ordinary wear and tear) caused by Resident or Resident's guests or invitees; (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which will be the responsibility of Resident and (iii) the replacement from time to time, as needed, of light bulbs in the Premises with compact fluorescent light bulbs, which will be the responsibility of Resident. Resident must promptly notify Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident must keep the Premises and the items furnished by Landlord in good and clean condition. Landlord may require advance payment of repairs or replacements for which Resident is responsible under this Lease.

Resident must promptly reimburse Landlord for all costs for necessary repairs or replacements to the Property, the Premises or any of Landlord's furnishings, equipment or personal property that are necessitated by Resident's or Resident's guests' or invitees' intentional act, negligence, or misuse or any damage (other than ordinary wear and tear) caused by Resident or Resident's guests or invitees, and such charges will be deemed additional rent hereunder. In the event repairs or replacements to the Premises or any of Landlord's furnishings, equipment or personal property therein are necessitated by any intentional acts, negligence, misuse or damage (other than ordinary wear and tear) and Landlord is unable to confirm which Resident (or its guests or invitees) caused the damage, then Landlord may seek reimbursement from all of the Residents occupying the Apartment, including but not limited to Resident, and all such Residents will be jointly and severally liable to Landlord for the cost of the repairs and replacements.

Resident must promptly notify Landlord, or its agent, in writing, of the need for any repairs to the Premises which are necessary to maintain the Premises in usable condition or otherwise to comply with Landlord's obligations under this Lease. Landlord will, upon actual receipt of such notification, act with reasonable diligence in making such repairs, and this Lease will continue. Rent will not be abated prior to completion of the repairs; provided, that Landlord may require Resident to pay any money due from Resident for repairs or replacements necessitated by the intentional act, negligent act, or misuse of the Property or any items furnished by Landlord by Resident or Resident's guests or invitees, prior to making such repairs. Landlord may temporarily interrupt utility services to the Premises to avoid damage to any portion of the Property or to perform maintenance to any portion of the Property.

**31. ALTERATIONS AND CHANGES TO PROPERTY.** Resident shall not make any alterations, additions, or improvements in or to the Premises or paint or decorate the Premises without Landlord's prior written consent, and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Resident's expense and at such times and in such manner as Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by Landlord or Resident, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

**32. RESIDENT OBLIGATIONS AND RESPONSIBILITIES.** Resident shall keep and maintain the Premises in good, clean, and sanitary condition, excepting reasonable wear and tear, and shall make no alterations or additions thereto without the prior written consent of Landlord.

- a) Resident agrees that the Premises and all parts thereof shall be returned to the Landlord in the same condition as it was received, less normal wear and tear. Normal wear and tear does not include, among other things, dirt, scuffs, stains, marks, or dents to furniture, or vertical or horizontal surfaces.
- b) Resident shall conduct himself or herself, and require others to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute breach of the peace.
- c) Unless the damage or stoppage is due to Landlord's negligence, Landlord shall not be liable for, and Resident shall, to the extent permitted by applicable law, pay for repairs, replacement cost, and damage to the following if occurring during the Term of this Lease or any renewal of this Lease: (1) damage to doors, windows or screens; (2) damage from windows or doors left open; (3) damages from wastewater stoppages caused by improper objects in lines exclusively serving the Premises; (4) damages resulting from the termination of heat or electricity to the Premises, including but not limited to, water damage to the Premises and other areas of the Property as the result of water pipes freezing and subsequently bursting and refrigerators thawing, (5) damages resulting to the Premises and other areas of the Property from the activation of the fire sprinkler system caused by Resident's act or omission, including but not limited to, hanging items from fire sprinklers or use of unattended open flames or electronic devices, and (6) damage and treatment due to the infestation of the Premises and Property by pests, including but not limited to roaches, lice, fleas, bed bugs, and mice.
- d) RESIDENT UNDERSTANDS AND AGREES THAT RESIDENT WILL BE OCCUPYING THE APARTMENT JOINTLY WITH CERTAIN OTHER RESIDENTS, AND RESIDENT SHALL BE JOINTLY AND SEVERALLY LIABLE WITH SUCH RESIDENTS FOR ANY DAMAGES TO THE PREMISES AND PROPERTY COMMON AREAS.

## RENTAL AGREEMENT AND LEASE

- e) Smoke alarms have been installed in the Premises by the Landlord. Resident shall not cause or allow any damage, disconnection, alteration or other tampering with such alarms and shall not cause or allow any action having the effect of bypassing or otherwise interfering with the proper operation of such alarms. Resident shall be responsible for (1) any damage to door locks, latches or fire extinguishers, if any, within the Premises, other than damage associated with normal wear and tear, and (2) replacement of batteries in such alarms during the Term. Resident shall give Landlord prompt written notice if any such alarms, locks, latches or fire extinguishers appear to be in need of repair or replacement. In the event that, due to Resident's failure to comply with this provision, or due to Resident causing or allowing a false alarm to be sounded, resulting in any charge imposed by first responders (including, without limitation, law enforcement, fire department or other emergency agencies), Resident shall be liable for all such charges and for any additional charges imposed by Landlord relative to processing and responding to directives issued by such first responders as well as all costs of restoring any resulting damage to the Property.
- f) Tenant agrees abide by the terms set forth in *Exhibit C - Mold and Mildew Prevention Addendum* to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit, including: Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Unit at reasonable rises, (e) clean and dust the Unit regularly, and shall keep the Unit, particularly the kitchen and bath, clean and dry. Resident shall immediately notify Landlord in writing of (1) any evidence of a water leak or excessive moisture in the Premises; (2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating ventilation or air-conditioning system in the Premises; and (4) any inoperable doors or windows. Except as otherwise required by applicable law, Resident shall be responsible for damage to the Premises and Resident's property as well as personal injury to Resident or guests resulting from Resident's failure to comply with these terms. Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions all Tenants in the Unit shall be responsible for the cost.
- g) Resident shall give notice to Landlord of any anticipated extended absence from the Apartment in excess of fourteen (14) days (a "**Material Absence**") no later than the fifth (5th) day of the extended absence. A Material Absence includes a failure to move in to the Apartment within fourteen (14) days after the beginning of the Term.

**33. NON SOLICITATION OR DISTRIBUTION OF MATERIALS.** Resident(s) may not distribute, post or hang any signs or notices in any portion of the Property, without written approval from Landlord. Solicitation shall not be permitted at the Property, either by Resident or others.

**34. RULES, REGULATIONS AND LAWS.** The Rules and Regulations, a copy of which is provided at resident's move-in and is available upon request, are incorporated herein by reference and explicitly in Exhibit A - Resident Handbook: Rules and Regulations ("**Rules and Regulations**"). By executing this Lease, Resident agrees to abide by the Rules and Regulations. Landlord reserves the right to make reasonable changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed to be binding upon Resident so long as such changes do not require a substantial modification of Resident's use of the Apartment. Resident agrees to abide by all governmental laws, orders and regulations (the "**Law**") and to avoid disruptive behavior or conduct (a "**Nuisance**").

**35. WEAPONS.** Unless preempted by a law authorizing you to possess a weapon on our private property, possession of any weapon or ammunition in your apartment or anywhere in the apartment complex is prohibited. This includes, but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns.

**36. PET POLICY.** Resident must not permit, without Landlord's consent, any pet or animal, even temporarily, to be anywhere on the Property, except animals assisting disabled or handicapped persons. For animals allowed by this section or otherwise allowed by Landlord, Resident agrees to execute a Pet Addendum, Exhibit L - Pet Addendum, in the form required by Landlord. Except as set forth in this section, if Resident is found to have a pet on the Property at any time, without the written consent of Landlord, then, unless prohibited by law, Resident shall pay a fine, as specified in *Exhibit E - Fee Schedule Addendum*, and will be in default of the Lease and Landlord shall have the right to exercise its remedies under this Lease and under applicable law, including without limitation, the right to terminate this Lease.

By initialing in the space below, Resident agrees that it does not intend to, and shall not, have a pet at the Apartment at any time during the Term, any extension or renewal.

**37. DAMAGES TO PROPERTY.** If the Premises are partially damaged by fire or other casualty not caused by Resident or Resident's guest or invitees, but enjoyment of the Premises is not substantially impaired, the Premises shall be promptly restored and repaired by Landlord and any rent for the period that the Premises are unusable shall abate, unless Landlord provides Resident with a suitable alternate living space, in which event rent shall not abate. If, however, the Premises are destroyed by fire or other casualty not caused by Resident to an extent that enjoyment of the Premises is substantially impaired, or in the event Landlord, in its sole discretion, decides not to (a) repair any damage or destruction or (b) provide Resident with an apartment at the Property similar to the Premises, by written notice to Resident, then this Lease may be terminated by either Landlord or Resident by providing fourteen (14) days' written notice of termination to the other party, in which event the Rent shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, it is expressly understood and agreed that Resident shall not be excused from paying rent if the damage or destruction of the Premises is the result of or is attributable to the negligence or carelessness of Resident or the guest or invitees of Resident, and Resident shall be charged for the cost of any repairs or clean-up attributable to the carelessness or negligence of Resident or the guests or invitees of Resident. In the event of fire or other casualty, the Resident shall immediately notify the Landlord.

**38. NOTICES.** Resident shall, within three (3) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Notices and Checks Payable to and Service of Process on the Landlord must be made at the addresses shown on the first page of the Lease agreement. The failure of Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

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## RENTAL AGREEMENT AND LEASE

- 39. LIABILITY.** Landlord shall not be liable for any loss of or damage to property of Resident or others or for any injury or other damage to Resident or other persons by any cause of whatsoever nature, except as required by applicable law.
- To the extent permitted by applicable law, Resident agrees to release, indemnify and hold harmless Landlord and the Landlord Parties from and against any and all claims, suits, actions, losses, costs, liabilities, and damages, including, but not limited to, attorneys' fees (collectively, a "**Claim**"), for (1) injury or damage to persons, including death, and for damage to property resulting from or related to (i) Resident's occupancy of the Premises; (ii) any act or omission of Resident or their guests or invitees; (iii) any act or omission of the Landlord and/or any of the Landlords Parties, to the extent allowable by law; , or (iv) Resident's use of any Property Common Area, facilities, amenities, shuttle or equipment (the "**Facilities**") which the Landlord may supply for use by the Resident; (2) any Claim by Resident (or other party) of a breach of this Lease by Landlord for which Resident failed to comply with the requirements of Section 31 - Resident Obligations and Responsibilities of this Lease or for which Resident failed to comply with the Lease; (3) any Claim by Resident which is contrary to the terms of the Lease; and (4) a violation of a law by Resident or by Landlord, which violation was caused, in whole or in part, by an act or omission of Resident or Resident's guest or invitee (collectively, the "**Releases**").
  - In the event of loss or damage to the Premises or any contents thereof, the Resident shall look solely to any insurance carried by Resident covering such loss, as required in Section 8 - Insurance Requirements. Resident hereby waives any right of Resident, or any party claiming through or under Resident, by subrogation or otherwise, that Resident may have against Landlord, any of the Landlord Parties and their insurers to recover for any insurable loss.
  - Resident agrees that use of the Facilities is at Resident's own risk and Resident assumes full responsibility for any personal injuries which may result from use of the Facilities. Resident has represented and does hereby represent to Landlord and Manager that Resident does not have any health problems which would restrict Resident's ability to use the Facilities and that, whether or not any health problems exist, Resident is using the Facilities at Resident's own risk and discretion. Resident further understands that he will not allow or authorize any other person(s) the use of Resident's key or access to the Facilities.
  - Subject to the requirements of applicable law, in no event shall Landlord's liability arising under any claims, suits, actions, losses, costs, liabilities, and/or damages of Resident exceed the amount of payments of Rent from Resident to and received by Landlord.
- 40. FIRE AND OTHER CASUALTY.** If in Landlord's reasonable judgment, the Apartment, the Building or the Apartment Community is materially damaged by Fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving Resident written notice of such termination. If Landlord terminates this Lease, and Resident did not cause the loss, Landlord will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If Landlord determines that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless Resident or Resident guest is the cause of the fire or casualty.
- 41. SAFETY.** LANDLORD DOES NOT GUARANTEE RESIDENT SAFETY OR SECURITY. RESIDENT MUST EXERCISE DUE CARE FOR RESIDENT SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an expressed or implied warranty of security or a guarantee against crime or of a reduced risk of crime. Landlord is not liable to Resident or any of Resident's guests for injury to persons or damage or loss to property caused by criminal conduct of other persons. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and Landlord can discontinue any of such items provided at any time without notice. Resident is responsible for Resident's own safety and security.
- 42. SUBORDINATION AND ATTORNMENT.** This Lease is subject and subordinate to the lien of any mortgage, deed of trust or encumbrance now or at any time hereunder placed on the Property. The Resident agrees to: (a) attorn to and recognize as Landlord hereunder any transferee that succeeds Landlord as owners of the Property (whether by deed, foreclosure, deed in lieu of foreclosure or otherwise) and the successors and assigns of such transferee; (b) comply with the terms of the Lease as if such transferee executed this Lease on the date hereof and; (c) execute such further evidence of such attornment as such transferee may request from time to time. The Resident agrees to promptly execute any instrument evidencing such subordination and attornment and confirming such factual matters and representations that Landlord or its successors or assigns may request. The Resident further irrevocably appoints the Landlord as his or her attorney-in-fact with full power and authority to execute any such instrument on behalf of Resident.
- 43. TRANSFER BY LANDLORD.** Landlord may transfer this Lease. If transferred, Resident's obligations go to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease. Landlord may transfer this Lease without first getting Resident's approval.
- 44. SALE OF THE COMMUNITY.** Any sale of the Community shall not affect this Lease or any Resident obligations, but upon such sale, Manager will be released from all of its obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.
- 45. ACKNOWLEDGEMENTS AND INDEMNIFICATION.** RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ THIS LEASE, THE RENTAL APPLICATION, AND THE RULES AND REGULATIONS GOVERNING THE COMMUNITY. RESIDENT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME. RESIDENT AFFIRMS THAT RESIDENT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. RESIDENT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND THAT RESIDENT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR ANY RELATED DOCUMENT IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY RESIDENT. **NOTE: THE RULES AND REGULATIONS ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE INITIALED BY RESIDENT AND GUARANTOR AT TIME OF SIGNING.**

### NOTICE OF INDEMNIFICATION

**LANDLORD AND RESIDENT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.**

<sup>10</sup> AM    <sup>22</sup> AM    <sup>34</sup> PM

**RENTAL AGREEMENT AND LEASE**

Resident further acknowledges that he or she has received, read, understands and agrees to the terms and conditions contained in the following Exhibits to this Lease, which are all incorporated by reference in their entirety into this Lease:

RENTAL AGREEMENT AND LEASE

EXHIBITS LISTING (ADDENDA)

Exhibit	Addendum	X or Blank
A	Resident Handbook - Rules and Regulations	X
B	Insurance and Indemnification Addendum	X
C	Mold and Mildew Prevention Addendum	X
D	Concession Acknowledgement	X
E	Fee Schedule Addendum	X
F	Bed Bug Addendum	X
G	Pest Control Addendum	X
H	Parking Addendum	
I	Furniture Addendum	X
J	Financial Aid Addendum	
K	Prepaid Rent Addendum	
M	Shuttle Waiver and Release of Liability Addendum	X

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective the day and year written here below.

<sup>1,2</sup> Andrew Magee

<sup>24</sup> Arthur Magee

<sup>36</sup> Donna Magee

<sup>37</sup> Katie Lutz

Welcome to your Cardinal Group Community!

Thank you for choosing The Edge as your new home. It’s exciting for us to know we can help get the most out of your experience by providing you with the best possible living conditions and environment. It is our goal to ensure **you** are satisfied at all times, and doing so will require a cooperative effort between us, our on-site team and you. Please take the time to read this handbook so that we are all working together to uphold the safest, cleanest, and most inviting community possible. The handbook covers all general and overarching policies, while the Addendum will include community specific rules unique to your community.

The contents of this handbook are an extension of the policies and guidelines of the Rental Agreement and Lease **“*Lease*”** and *are subordinate to the terms and conditions of the Lease*. The handbook simply elaborates on the rules, responsibilities, and terms of the Lease, as well as outlines procedures and protocol for certain events and circumstances that may arise. It is important that you read and are familiar with the handbook’s content as you are held responsible to its terms and policies by signing the Lease. Some situations may be outside the scope of this handbook, and therefore, we reserve the right to change its’ contents as we believe necessary, and if applicable we will notify you and the community. If you need additional information or have questions, please do not hesitate to ask someone from your on-site staff.

When reading through the handbook, be aware of the terminology used. Any term defined in the Lease will retain its meaning. Therefore, “you” and “your” refer to the residents on the Lease, and “we”, “us”, or “our” is management.

Lastly, we encourage all of our residents to purchase renter’s insurance. It is an important way to protect yourself against damages or theft of personal property and property damage that may occur at the community.

Please feel free to contact us if you have any questions or concerns relating to the Lease, the Handbook, or any other subject matter.

We look forward to serving your needs,

**Cardinal Group Management**

RESIDENT HANDBOOK

TABLE OF CONTENTS

I. TERMS OF TENANCY

- 1. [OCCUPANCY](#)
- 2. [RIGHT TO PRIVACY](#)
- 3. [RENT PAYMENT](#)
- 4. [PAYMENT OPTIONS](#)
- 5. [LATE RENT AND RETURNED CHECKS](#)
- 6. [KEYS AND KEY RELEASE](#)
- 7. [UTILITIES](#)
- 8. [RELETTING POLICY](#)
- 9. [TRANSFER POLICY](#)
- 10. [ROOMMATE REMEDIATION](#)
- 11. [GUESTS](#)
- 12. [VACANT BEDROOMS](#)
- 13. [PERMITS](#)
- 14. [PETS](#)
- 15. [LEASE](#)

II. MAINTAINING YOUR UNIT

- 1. [PATIOS/BALCONIES](#)
- 2. [FLAGS AND SIGNS](#)
- 3. [ANTENNAS / SATELLITES](#)
- 4. [WINDOWS AND DOORS](#)
- 5. [EXTERIOR DECORATIONS AND ALTERATIONS](#)
- 6. [INTERIOR DECORATIONS AND ALTERATIONS](#)
- 7. [MOLD / MILDEW PREVENTION](#)
- 8. [PROHIBITED STORAGE AREAS](#)
- 9. [WASTE MANAGEMENT](#)
- 10. [FREEZING WEATHER](#)
- 11. [EXTENDED LEAVE CHECK LIST](#)
- 12. [REPORTING SERVICE REQUESTS](#)
- 13. [EMERGENCY UNIT RESPONSE SERVICE](#)

III. COMMUNITY GUIDELINES & RULES

- 1. [OFFICE HOURS](#)
- 2. [MAIL DELIVERY](#)
- 3. [PACKAGE RELEASE](#)
- 4. [SOLICITORS](#)
- 5. [VEHICLE AND PERSONAL PROPERTY MAINTENANCE](#)
- 6. [RECREATIONAL FACILITIES AND AMENITIES](#)
- 7. [PARKING](#)
- 8. [LAUNDRY AREA](#)
- 9. [NOISE POLICY](#)
- 10. [PARTY POLICY](#)

IV. SAFETY & SECURITY

- 1. [WAIVER OF RESPONSIBILITY](#)
- 2. [INSPECTIONS](#)
- 3. [PROHIBITED ITEMS AND PERSONAL PROPERTY](#)
- 4. [PROTECTING YOUR PERSONAL PROPERTY](#)
- 5. [RENTER’S INSURANCE](#)
- 6. [PROTECTING YOURSELF](#)
- 7. [EMERGENCY SITUATIONS](#)

V. MOVE-OUT PROCEDURES

- 1. [KEY RETURN](#)
- 2. [PAYING YOUR BALANCE](#)
- 3. [CLEANING YOUR UNIT](#)
- 4. [MOVE-OUT CHECKLIST](#)

VI. THANK YOU!



TERMS OF TENANCY

The following section is intended to help explain important aspects of the Lease and answer common questions concerning its terms and conditions.

1. **Occupancy:**  
The number of occupants is limited in each size apartment to one person per bedroom.
2. **Right to Privacy:**  
Management will not give anyone permission to enter your apartment without prior written notice, nor will any resident's phone number or personal information be given to anyone without consent. However, there are exceptions to when our staff has consent to enter your home without written consent, this may include, but is not limited to:
  - Emergencies
  - If you have abandoned your unit
  - To perform necessary maintenance
  - To perform agreed upon services
  - To show prospective renters, purchasers, contractors, or other person(s) the apartment
  - Health and safety inspections
  - Any other situation permissible by law.

3. **Rent Payment:**  
Rent is due on, or before 1st of the month. Per company policy, we only accept the following methods of payment (Note: this policy pertains to any and all charges you might be paying):
  - Checks (including personal, cashier's, and traveler's checks)
  - Money Orders
  - Debit/Credit Cards (via your property's website).
  - **No Cash payments will be accepted.**

To ensure efficient and accurate recording, please be sure to clearly specify the following information on your rent payment or other charges:

1. Your **Name**  
-AND-  
2. Your Unit

4. **Payment Options:**  
The following methods are acceptable for submitting payment(s) and apply to any type of charge(s), not just rent.
  - **At the Management Office**  
Rent may be submitted at the Management Office. For your convenience, there is a collections box at the Management Office to submit payments after normal operating hours.
  - **Online**  
Rent can also be submitted online via the property's website or CardinalProps.com if applicable. Instructions on how to use this payment method should be available on our website or upon request at the Management Office.
    - **Resident Portal**  
Most properties will have a Resident Portal that you can access from the property's website. Once a tenant signs up for an account, he or she can pay rent or other charges, contact management and submit maintenance requests.
  - **By Mail**  
Checks can also be mailed to the office address listed on the lease, and which can be found online. If mailing, the date of payment is determined by the date "postmarked" by the mailing service.

5. **Late Rent and Returned Checks:**  
You will be charged a late fee(s) according to the terms of the Lease if your rent check is late or returned. Rent is only considered on time if it is **received** by or before the end of business as explicitly described in the Rental Agreement and Lease. A non-sufficient funds fee, plus any applicable late charge(s), will be assessed on all checks returned by the bank. Returned checks must be redeemed by money order or cashier's check within 48 hours of notification. After **two** returned checks, we will no longer accept personal checks from you for rent payment or any other charge(s), and you will be required to pay by bank check, money order. If you have any outstanding invoices, your current month's rent payment will be allocated to those charges, and late fees will be assessed to your current rent if it is not paid in full.

6. **Keys and Key Release:**  
Any keys or other entry devices given to you by management are intended for **your** use only. Duplicates are only to be made by Management, and all entry devices are to be returned at move-out. You are prohibited from changing locks or in any way denying Management entry into your unit. If you require us to provide you with a replacement key(s), a fee will be assessed. You are prohibited from providing anyone not on the lease with a key unless authorized by Management and properly documented by the submission of a **Key Authorization Form**. We respect your privacy and will follow the guidelines concerning staff entry into your unit.

7. **Utilities:**

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The Lease specifies which utilities, if any, are included in your rent payment. You are responsible for all utilities not explicitly defined in your Lease as being included in your Rent payment, per Section A of the Lease and the Utility Addendum:

- **Contacting the utility company and putting the bill in your name.**  
This must be done within one business day of move-in. The move-in package contains contact information for the utility companies. You are responsible for reimbursing management for any usage charges incurred for not putting the account under your name within one business day of move in, as well as paying a fee assessed by Management for not completing this task. This is only for utilities NOT included in your rent. Refer to your Lease for what utilities are and are not included.
- **Submitting payments directly to the utility company for all charges billed.**  
Management will have no participation in the communications between you and the utility company or a third-party vendor that collects utility payments or overages. You are completely responsible for any and all interactions related to the utility company, including, but not limited to, billing, payments, and maintenance.
- **Cancelling the utility service at the end of the lease term.**  
It is your responsibility to contact the utility provider and have the utility removed from your name. You are not permitted to cancel the service prior to the end of your Lease. You are responsible for reimbursing management for any usage charges incurred for taking the utility out of your name prematurely, as well as paying a fee assessed by Management for doing so.

There may be community specific arrangements where your Lease explicitly denotes that you are responsible for reimbursing or paying Management directly for utilities. In this situation, you will be responsible for making timely payments subject to late fees. If applicable, you and your roommates are jointly and severally liable for these payments.

If available, you may upgrade the community provided cable and/or Internet package at your own expense, but you must first obtain our written consent. In this instance, you will be responsible for contacting the cable provider and coordinating any service calls and installation.

We are very mindful of the need to be “green” and when it comes to energy consumption and environmental responsibility. We explore many ways to reduce our energy footprint and ask our residents to do the same. Simple things like turning off lights when not in use, conserving water and adjusting your thermostat go a long way to saving you money and helping out Mother Nature.

## 8. **Reletting Policy:**

“Reletting” - what does that mean?? Reletting is simply finding someone else to take over the terms of your Lease by signing it over to him/her. Before you do that, there are a few things to know:

You are still bound by the terms of the Lease and are not permitted to cancel it prematurely. Not all communities allow reletting, and those that do, are not always successful in finding a replacement resident.

The new resident and new guarantor will need to be approved by management before the reletting process is complete and relieves you of your Lease agreement. A new Lease and a new Guaranty Agreement must be completed and submitted. Furthermore, the standard move-in and move-out procedures will be performed. The new resident must inspect the apartment, note all damages on the Unit Condition Checklist and accept the apartment. The new resident will be required to pay a new security deposit, application fee, prepaid rent, and all other applicable fees and deposits.

Once all of these conditions have been met, the effective date of the transfer will be the date the new resident moves in (“Effective Date”). You will be refunded your security deposit, less any deductions for damages, cleaning or other charges associated with the Lease. You and your guarantor will remain financially liable for all charges incurred until the Effective Date and will be released from all obligations under the Lease which arise after the Effective Date. You should ensure that the new resident successfully switches all utilities payable from your name to his/her name. If you pay a reletting fee for a transfer that is unsuccessful, you will receive a credit toward future rent payments.

## 9. **Transfer Policy:**

You may transfer to a different bed space or unit within the community provided the following conditions are met:

- The current balance on your account is paid in full.
- All damages are paid after your apartment is inspected.
- Assessed **Transfer Fee** is paid.
- A new Rental and Lease Agreement and all Addenda with new lease dates, rental amounts, and other updated terms is signed.

## 10. **Roommate Remediation:**

An internal conflict between you and your roommate(s) is **not** grounds to terminate the Lease. Management is not responsible for resolving these conflicts. If needed, we will assist you in formulating an appropriate resolution; however, it is up to you to ultimately resolve the conflict. If you cannot resolve the issue(s) and decide one person needs to move to a new unit, all applicable transfer fees will apply. If the conflict involves more than just personal disagreements, such as any illegal activities, law enforcement personnel should be involved to the extent needed. On-site staff are not law enforcement officers and cannot resolve such matters. Management will make all efforts to assist in assigning roommate(s) that match your living habits, but disputes are equally common among friends as they are with assigned roommates. Residents are expected to handle these conflicts maturely and only involve management once all conflict resolution efforts have been exhausted.

## 11. Guests:

Guests must abide by ALL policies outlined in this handbook. You are solely responsible for the actions of your guests as well as informing them of the rules and regulations of the community. If a roommate is violating this policy, you may inform management for help in resolving this issue. Except as otherwise required by applicable laws, occupation of the Resident's bedroom shall be restricted to the Resident exclusively, excepting Resident's occasional overnight or Weekend guest. The occupancy of the Premises by an unauthorized guest in excess of seven (7) days during the Term shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) a fine in an amount equal to the amount of Rent being paid by Resident, except as prohibited by law, which fine shall be in addition to any other amounts owing to Landlord by Resident pursuant to this Lease.

## 12. Vacant Bedrooms:

Vacant bedrooms are to be locked and unoccupied at all times. If we discover that a vacant bedroom has been broken into and is being occupied or used, you and your roommates will be assessed rental payments from the date of the last inspection to the date of us finding out of the situation. If applicable, you will be liable for all repairs and damages. This action may be referred to the police department as breaking and entering. (This policy applies to the "rent-by-bed" lease structure. In "rent-by-unit" communities, residents have full access to their apartment and extra bedrooms can be used at your discretion).

## 13. Permits:

Resident may not park any vehicle on the Premises unless Landlord and Resident execute a Parking Addendum (Exhibit H - Parking Addendum), allowing the Resident to park a vehicle on the Property. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time. Resident may not make repairs to automobiles on the Property.

All parking rules and regulations will be enforced per the terms of the Lease or any parking addendum, including the duration the parking permit is valid. Please comply with the following parking rules:

- 1) One parking permit will be issued per resident (no exceptions).
- 2) Parking on the grass will result in additional fees and/or towing.
- 3) Parking in the fire lanes is against city ordinance.
- 4) No parking in front of the dumpsters.
- 5) Do not take up two spaces with one car (double park).
- 6) Handicap parking with permit only
- 7) Guests may park in Visitor Parking only. Residents may not park in Visitor Parking (only in communities where visitor parking is restricted).
- 8) All residents must have a parking sticker displayed in the lower front windshield of the passenger side or hung from the rearview mirror.
- 9) Parking stickers must be displayed in vehicle it is registered to.
- 10) To replace a lost parking sticker, there is a replacement fee.
- 11) If a new vehicle is to be brought on property, the old sticker must be returned to the office before a new sticker is issued.
- 12) Upon moving out, parking stickers must be returned to the office, or there will be a fee assessed to your account.

We reserve the right to revoke a parking permit for any reason. Guest parking permits may be required and are only valid for the duration clearly designated by the permit. We assume no responsibility for any damages that occur to a guest's vehicle while it is parked at the community. Please see the Addendum for community specific parking rules. Landlord may tow, at Resident's expense, any vehicle determined by Landlord to have been abandoned or parked in violation of this Lease, the Parking Addendum, other property parking regulations or otherwise in violation of law.

## 14. Pets:

Pets may or may not be allowed at your community, however, pets are only permissible if they have been authorized by management during the signing of your Lease. All pet fees will be outlined in the Lease. If mandated, a Pet Deposit will be submitted upon the signing of your Lease. **BEFORE** you acquire a pet while living at the community, you must:

- Notify management immediately for approval
- Pay the applicable pet fees
- Submit a signed pet addendum.
- Gain written consent from all your roommates. If the consent of your roommates is not granted, then you are not permitted to apply for permission to house a pet. Community specific, the opportunity to transfer to a pet friendly unit or a single bed unit may be an option. In addition, all relevant transfer fees will be assessed.
- Exceptions to the Pet Policy may apply to assistance animals for medical need.

The following guidelines and regulations will be honored and enforced in relation to having a pet in your unit. These only apply to communities that allow pets:

- Pets must be registered and inoculated in accordance to local laws, and they must wear proper identification tags.
- The only pets permitted are the animals agreed upon by management during the signing and submission of the Pet Addendum.
- Pets must be kept on a leash and adequately supervised when on the community premises. You are completely responsible for and liable for any damages or injuries caused by your pet.
- If designated by management, you must comply with any rules outlining acceptable areas to walk your pet. You are responsible for cleaning up after your pet. Clean up fees will be assessed for failing to do so.

- If it comes to management's attention that you have been housing a pet without the proper permissions, you will be assessed additional fees beyond the standard pet related charges and will be required to comply with all additional community pet rules. If you are unable to comply with these rules or get sign-off by management or your roommates you will be required to remove the pet from the property immediately.
- Some communities may have "dog parks" and residents must follow all posted rules for their pets.

If pets are discovered in a Community that does not allow pets, a Lease violation will be immediately enforced. Any action in direct violation of a Lease is punishable by fine, as specified in *Exhibit E - Fee Schedule Addendum*, the rules outlined in the Lease and in certain circumstances, immediate termination of tenancy.

## 15. **Rental Agreement and Lease:**

The lease outlines specific criteria and terms of your tenancy, such as duration and rental rates. Refer to your Lease for clarification about the details of your tenancy.

## II. MAINTAINING YOUR UNIT

### 1. **Patios/Balconies/Windows :**

If you have a patio or balcony, you must keep them clean. They are not to be used for storage and heavy or unsightly items are strictly prohibited. Only outdoor furniture and related items are to be used to furnish them. Grills are strictly prohibited on patios or balconies. No unsecured plants may be permitted on the ledges or protruding from the railing. Please be aware of the maximum amount of people permitted on a balcony at any one time. The storage of bicycles on patios and balconies is subject to approval by management.

### 2. **Flags and Signs:**

Signs and banners may not be hung from patios, balconies, windows, or any other area that would be visible from the exterior without prior approval by management. We permit American flags and University specific flags to be flown tastefully. Management retains the right, in their sole discretion, to determine the definition of "tastefully."

### 3. **Antennas / Satellites:**

Installation of antennas or satellites outside your apartment is prohibited unless management approves it in writing ten days prior to installation. If you wish to install a satellite, you must send in a written notice to management to be approved before installation. You may be asked for an additional security deposit which must be submitted prior to installation. The satellite must be installed within the confines of your apartment and its patios or balconies. The installation of the satellite cannot require drilling holes or any other damaging means of attachment. You must submit proof of insurance prior to installation that covers you against the liability of potential injuries or damage caused by the satellite or antenna. Not all apartments are positioned for satellite reception. You may not transfer apartments on the grounds of acquiring better positioning for satellite reception.

### 4. **Windows and Doors:**

It is prohibited to obstruct your apartment's windows and doors. Doors and windows are considered fire escape routes and it is essential for safety that they are passable in case of an emergency. Do not remove the blinds already installed in your apartment. If you alter the appearance of your windows (i.e. draperies, curtains, or blinds), you must restore them to their original state prior to the end of the Lease, and you will be liable for any damages or expenses resulting from the alteration. Besides blinds and drapes, nothing can be placed over your windows or in the window sills that can be seen from the exterior of your apartment (i.e. aluminum foil, cardboard, signs). You are responsible for any damages caused by leaving your windows or doors open.

### 5. **Exterior Decorations and Alterations:**

It is prohibited to make any structural changes or additions to the exterior of your apartment, which includes balconies and/or patios. Welcome mats are permitted; however, management reserves the right to ask for the removal of any decoration that is deemed distasteful or unwarranted.

### 6. **Interior Decorations and Alterations:**

Your apartment is your home and we want it to feel like it. Before you nail holes in the walls and tape posters up, there are a few things to consider: Interior decorations are encouraged, granted they do not cause damage, are permanently attached, or compromise the comfort of your roommates. **Stickers, glow in the dark stars, sticky tack, and other adhesives are prohibited.** You are responsible for the damages caused or labor required to restore walls, ceilings, cabinets, or doors to their original state caused by such substances or products. You must obtain written permission from management to do any repairs, painting, wallpapering, carpeting, or make any other alterations. **You are responsible for returning the interior of your apartment back to its original condition.** Prior to moving out, all hooks, nails, tacks and the like must be removed from all walls, ceilings, and doors. You are responsible for the expenses required to restore the walls, ceilings, and doors to their original condition.

### 7. **Mold / Mildew Prevention:**

You acknowledge that it is your responsibility to provide appropriate climate control, keep the apartment clean, and take common sense measures to prevent mold and mildew from accumulating in the apartment. You agree not to block or cover any of the heating, ventilation, or AC ducts in the apartment. If you notice any indication of the presence of mold that can't be cleaned with a common household cleaner and towel, a water leak, malfunctioning of any heating, ventilation, or AC systems, or inoperable windows, **please notify management immediately.**

### 8. **Prohibited Storage Areas:**

Aside from balconies and patios, it is also prohibited to use public areas, such as walkways, hallways, or entranceways for storage. In addition to the aforementioned areas, certain in-unit areas should not be used for storage, such as utility closets that contain water heaters, AC units, and other equipment. If you use prohibited

areas as storage, your possessions may be impounded and can be redeemed only with submission of payment of the relevant fees.

9. **Waste Management:**

We know you want a clean community as much as we do and we would appreciate your collaboration in keeping the community free of litter. It is your responsibility to properly dispose of trash bags and other garbage into the community dumpsters or trash collection areas. Do not place any forbidden (paint, chemicals, motor oil, etc) or hazardous materials in the trash receptacles. Additionally, Resident may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. We reserve the right to impose Lease violations for violation of any Waste Management rules, as specified in Exhibit E – Fee Schedule Addendum. If the dumpsters are full or overflowing, please contact management immediately, and they will arrange for removal as soon as possible. Trash pickup days vary by community so please see management for more details.

10. **Freezing Weather:**

If freezing weather is expected, open the cabinet doors under the kitchen and bathroom sinks so that the exposed plumbing fixtures do not freeze. See the next paragraph for freezing weather tips if you are going to be away from your unit during this time.

11. **Extended Leave Check List:**

If you are planning on leaving for an extended period of time, such as during a Holiday break, and your unit will be empty, it is your responsibility to perform the following precautions to avoid any undue damage and distress during your absence:

- **Set the thermostat to 55 degrees.** This is to avoid damages occurring to the unit or your personal possessions due to pipes freezing. If you fail to take this precaution, you may be liable for damages to your apartment and any other affected areas.
- Leave emergency contact numbers with the office.
- Secure or travel with any valuables.
- Make sure all windows and doors are locked.
- Do not leave any indication that you will be away for an extended period of time, such as a note or an answering machine message.

12. **Reporting Service Requests:**

Requests for maintenance to your unit should be submitted **as soon as the issue is brought to your attention**. This is to help ensure we can maintain your comfort and convenience, as well as to prevent the situation from worsening or causing other issues or damage. You can report service requests directly to the Community Manager, the management staff or visit the community's website and place work-orders there. On-line work orders are the timeliest way to submit work orders and we encourage residents to use this resource. Emergency requests should be placed via phone.

13. **Emergency Unit Response Service:**

All communities offer a **24-hour emergency maintenance report service**. The phone number will be provided to you during move-in and will be available and posted in the management office. Please use your best judgment when determining the severity of a situation. The following list is an example of common emergency situations:

- No heat or AC when temperatures are less than 50 degrees or higher than 85 degrees.
- Utility failure such as no water, electricity, or gas.
- Overflowing toilet that will not stop overflowing when water has been shut off
- Broken water pipes, leaks, and severe back-ups.
- Malfunction of an essential appliance. (Does not include microwave or dishwasher – please report these as routine service requests)
- Lock-outs:  
Note: If you lock yourself out of your unit and your roommates can not help you access your unit, notify management of the situation. You will be asked to provide photo identification before gaining entry into your unit. A fee of \$50.00 will be assessed for lock-out requests that occur outside regular business hours.

### III. COMMUNITY GUIDELINES & RULES

Each community has its own particular set of rules and guidelines depending on community configurations, amenities, parking, units and the like. However, in general, management is responsible for, and has the authority to uphold the rules and guidelines associated with the community. Illegal and criminal activities are strictly prohibited within all communities. Noise, privacy invasion, and other resident complaints will be investigated and dealt with on a case-by-case basis. Any action in direct violation of a Lease is punishable by fine, as specified in *Exhibit E - Fee Schedule Addendum*, the rules outlined in the Lease and in certain circumstances, immediate termination of tenancy.

It is required that all residents are mindful of the responsibilities and limitations of community style living. Each resident is entitled to the rights and opportunities outlined in their Lease, including the right to privacy, right to access and use of community amenities, and the right to certain personal comforts such as, but not limited to, a reasonable noise level and a safe environment. Management is committed to assisting all residents; they are required to uphold the guidelines of their community in order to ensure that their residents have a pleasant and enjoyable living experience.

1. **Office Hours:**

The office operates according to standard business norms and honors most holidays. Signs and other notices will be posted when the office will be closed. They will contain information when the office will resume operations as well as the contact number for maintenance emergencies.

7 AM    20 AM    33 DM

**2. Mail Delivery and Package Release:**

The mailbox is to be used jointly by all the Residents assigned to Resident’s Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Resident decides to have packages dropped at the office, Resident is doing so at Resident’s own risk. Landlord encourages all Residents to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Community has instituted or begins instituting during this Lease “single drop delivery”, Landlord will place Resident’s mail in the mail box, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.

**3. Solicitors:**

Door-to-door solicitors are not permitted in the community. Please notify management if you notice or are confronted by a solicitor.

**4. Vehicle and Personal Property Maintenance:**

Auto repairs, as well as unusually large projects, are not to be performed on the community’s premises.

**5. Recreational Facilities and Amenities:**

Your community may offer an array of “Common Areas” and recreational amenities. We offer these amenities in an effort to strengthen the sense of community and to provide you with an opportunity to enjoy on-site activities. It is important to respect the facilities and equipment, and to respect other residents who want to enjoy them as well. As a resident of the community, you are responsible for knowing and following the rules of each particular amenity. Resident agrees that Resident will be responsible for any damages to any Common Areas caused by Resident or Resident's guests or invitees. Resident and Resident's guests or invitees shall use the Recreational Facilities and Common Areas at their own risk.

Rules and regulation infractions can result in fines, as specified in *Exhibit E - Fee Schedule Addendum*, or punishments management deems necessary, which may include the barring of further use of the facilities. We are not responsible for accidents, injuries, or lost or stolen items that occur when utilizing the facilities. Certain recreational activities require particular equipment for participation. If available, you can check out the equipment at the management office. You will be required to provide an adequate form of identification to use as collateral.

**I. Pool / Spa Area Rules:**

- **Use the pool at your own risk.**
- **There are no lifeguards on duty at any time.**
- You must abide by all rules posted within the Pool Area.
- No running or physical activities are permitted within the pool area.
- No intoxicated persons shall be allowed in the pool or spa.
- A responsible adult must accompany children under the age of 12 at all times.
- Pets are not allowed anywhere in the pool area.
- All guests must be accompanied at all times by the resident. No more than two (2) guests are allowed at one time unless you have prior approval from management.
- No food or drink allowed in the pool.
- You are responsible for cleaning up your trash.
- Glass is strictly prohibited within the confines of the pool area.
- The pool area is only accessible during the posted hours of operation.
- You must shower before entering the pool or spa.
- You are responsible for any damages that occur on behalf of your guests’ actions.

**II. Fitness Center Rules:**

- Consult with your physician before participating in physically inclined activities.
- Some communities may require you to wear your Community ID while in the Fitness Center
- Read the instructions and clearly understand how to operate any fitness equipment.
- Only one guest per resident is permitted.
- Pets are not allowed.
- No wet clothing allowed in the fitness room.
- You must accompany your guest during work-outs.
- Children under the age of 12 are not permitted in the fitness room, unless accompanied by a responsible adult.
- Wipe down equipment after you use it.
- Do not attempt to repair or remove any fitness equipment.
- Notify management of malfunctioning equipment.
- Televisions may be provided to watch during work-outs in some communities and management will have control of these televisions.

**III. Basketball, Tennis, and Volleyball Court Rules:**

- Do not use the equipment in any manner other than it is designed to be used for.
- Do not abuse the equipment, such as hanging on the net or rim of the basketball hoops or displacing sand from the volleyball court. Damage to the equipment may be charged back to residents if they are identified as causing it.
- Abide by community rules concerning waits and sharing the courts.

8 AM    21 AM    34 DM

- Motorcycles, bicycles, tricycles, skateboards and skates are not permitted on the court surface.
- Loud music is prohibited.
- In case of emergency, dial 911.

#### **IV. Clubhouse and Entertainment Room Rules:**

- Abide by all rules posted within the clubhouse or other entertainment / common area.
- No alcoholic beverages or smoking allowed in the clubroom.
- No wet clothing permitted in clubhouse.
- The area may be monitored for security purposes.
- Lease violations will be enforced and legal action will be taken if necessary.
- Do not abuse or misuse any equipment.
- If you check out any equipment, you are solely responsible for returning it. We will not pursue anyone else for damaged or lost materials.

#### **V. Computer Labs and Study Rooms:**

Computer labs are available for your convenience. They offer you the opportunity to access the Internet, print documents and complete projects using the software already installed at each station. Please use common sense when determining if a potential act would be encouraged or not. Explicitly prohibited acts include downloading or installing any software onto the hard drive, viewing inappropriate or pornographic material, and soliciting or pursuing a personal business endeavor using a community lab computer.

Rules:

- Computer labs are only to be used during the hours determined by management. They will be clearly posted around and in the computer lab.
- No food or drinks are permitted in the computer lab.
- These areas are intended for studying and group meetings. Please use “library etiquette” for noise and commotion.
- Documents are to be saved on resident’s own storage device and not on hard drive.
- Documents saved on hard drive will be deleted.
- Resident must provide paper.
- Guests are not permitted.
- No viewing or downloading inappropriate or illegal materials.
- No downloading any files/software to any computer’s hard drive.
- Printing may be provided free of charge or for a fee.
- Each community will have additional guidelines on their printing policies.

Please be aware that computer labs are monitored and you will be responsible for any damages caused to the equipment. Also note that we are not responsible for any inconveniences you experience while utilizing one of the community’s computers. We are not responsible for any lost data, corrupted files, or any issue due to loss of privacy. You are susceptible to the same risks as you would be using any public computer, and you are responsible for any activities that occur while you use one.

#### **VI. Tanning Bed / Dome Rules:**

Use of the tanning facility by you is subject to the following:

- You must be 18 years of age, or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Your financial account must be current. Any outstanding rent installments, late fees, fines, etc. will prevent you from tanning until paid in full.
- Your failure to use eye protection made for indoor tanning may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult a physician before using a tanning device.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You can only tan 1time within a 24 hour period.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

I acknowledge that I have read and that I understand the foregoing warning. On behalf of myself and my family and heirs, I assume the risk, and therefore hold Cardinal Group and the property Owner,

9 AM    22 AM    35 DM



and its employees harmless, for any injury (including death) or accident, which relates to the use or misuse of the tanning device.

**7. Parking:**

As a general rule, the community's parking lot is reserved for motor vehicles belonging to residents and their guests, on-site staff, and any vehicles used for the operations occurring within the community. Parking trailers, boats, and other unusually large or situational use vehicles in the property's parking lot is prohibited. We are not responsible for any damage that occurs to your or your guests' vehicles while parked at the community. Be aware of any specific parking restrictions, such as in emergency spots, in front of community dumpsters, or temporary events such as maintenance usage.

Parking spots intended for "future residents" and "management staff" are reserved for their respective vehicles. Any vehicles discovered to be illegally parked may be towed at the vehicle owner's expense. If you live in a community that requires a Parking Permit, you must clearly display it on the windshield of your car at all times. Any unmarked cars may be towed at the expense of the vehicle owner.

**8. Laundry Area:**

Laundry facilities may be available for your convenience. Though they may be monitored for security purposes, we are not responsible for any damaged, lost, or stolen articles of clothing. Please be considerate of other residents when utilizing the laundry facility. Do not leave clothes in the machines as other people may be waiting to use them.

**9. Noise Policy:**

Living in an apartment community is an opportunity to be a part of a social environment while still being able to enjoy your own personal space and comfort. At times, communities will be very active due to the amount of residents residing there as well as the opportunities offered within the community. However, residents are required to not cause undue, excessively loud noise levels that may disturb other residents. All radios, televisions, stereos, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. We will investigate any complaints we receive concerning excessive noise levels.

Landlord reserves the right at any time to fine Resident, contact guarantors, or declare Resident in violation of the Lease due to excessive noise and disturbances, in the amount(s) specified *Exhibit E - Fee Schedule Addendum*. Landlord and/or its agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. Resident waives all rights to privacy when noise coming from Unit is so loud that Resident is unable to hear Landlord knock. Resident will be found in violation of this Lease and will be subject to fine(s), in the amount(s) specified in *Exhibit E - Fee Schedule Addendum* and other disciplinary action if Landlord receives notice from the Police Department that noise rises were excessive.

**10. Party Policy:**

Social gatherings are permitted. However, any activities that pose a potential safety threat or could cause damage to the interior of your unit or any other aspect of the community are strictly prohibited. Landlord or its agents may make periodic inspections of Resident's units in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.), or contraband is found, it will be removed by Manager's personnel immediately and Resident(s) of the unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Resident(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines in as specified in *Exhibit E - Fee Schedule Addendum* and possible eviction per the Community's Rules and Regulations. No warning notice will be given and fines and/or eviction may be assessed at the Landlord's discretion.

You are responsible for any damages caused by your guests. We will report any criminal or illegal activity that occurs during parties. You are prohibited from disturbing or disrupting other residents due to the noise level caused by you or your guests during social gatherings. Also, you are prohibited from hosting events that provide opportunity for damage to occur to the property. In particular, you must recognize the following guidelines as being rules that if broken are punishable by fine, as specified in *Exhibit E - Fee Schedule Addendum* or other action deemed necessary:

- Social gatherings held between Sunday and Thursday must end by 10pm.
- Social gatherings held on Friday and Saturday must end by 12 midnight.
- If you are planning on hosting a party of 20 people or less, you must notify management at least 24 hours in advance.
- If you are planning on hosting a party over 20 people, you must notify management at least 72 hours in advance.
- No social gatherings are to be held during exam periods.
- Management retains the sole discretion on approving social events.
- Residents that have an idea for a social event should see management staff to determine if management would like to help host the party and pay for the event.
- "Open Parties" that extend open-invitation outside of the community will not be allowed.
- Residents and guests under the age of 21 are prohibited from consuming alcohol on site, unless otherwise permissible by local, state or federal law.
- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the property. Kegs are prohibited on the Premises and within the Unit and on balconies. Glass containers of any type or any other



container containing alcohol are not permitted in Common Areas. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking structure(s).

Failure to comply with the provisions of this paragraph shall be deemed a material breach of this Lease, and in addition to any other remedy allowed in Lease or at law, shall subject the Resident to an immediate fine, per *Exhibit E - Fee Schedule Addendum*, unless prohibited by law, and/or eviction. The Manager has full discretion regarding disciplinary action depending on the severity of the incident.

**11. SMOKING.** Smoking is strictly prohibited in the Unit, all amenity areas, and Common Areas (including the pool deck). Any Resident found in violation of this policy will be immediately fined, as specified in *Exhibit E - Fee Schedule Addendum*, by management and risks additional fines imposed by city ordinances.

#### IV. SAFETY & SECURITY

**1. Waiver of Responsibility:**

We do not assure your personal security, and our security measures are voluntary actions in an effort to reduce the risk of crime in the community. You agree that the provisions of safety devices and patrol services will not constitute a guarantee of their effectiveness nor impose an obligation to us to continue providing these services. We have no duty of security or personal safety, except to proceed with diligence to repair any systems if they are reported to be ineffective or malfunctioning. Your safety and comfort is of utmost importance to us, and we strive to provide you with a community that you feel safe living in and inviting your guests to visit.

**2. Inspections:**

You will receive notification if and when we will be conducting Health and Safety Inspections. If applicable, notices for remedial action will be posted on your door. Fines will also be posted if necessary.

**3. Prohibited Items and Personal Property:**

- *Grills*; it is in violation of fire regulations to store or use grills in or around your unit. In consideration of these regulations and your safety, it is prohibited to have grills on your patios or balconies. Grills can only be used in accordance with local ordinances and community rules, which may include designated locations throughout the community.
- *Hazardous and Illegal Items*; you cannot possess any hazardous or illegal items on the community premises including, but not limited to, firearms, explosives, and illicit substances.
- *Unusually Heavy Items*; you cannot furnish your unit with unusually heavy objects including, but not limited to, pool tables and weight lifting equipment.

**4. Protecting your Personal Property:**

It is your responsibility to account for your personal property while on the community premises. Do not leave any of your possessions in common areas. Always be sure to lock your unit for increased security. If applicable, ensure your vehicle is locked. Be aware of the risks of leaving furniture or other outdoor items on your patio or balcony and properly secure them if needed. If your community provides a public bicycle storage area, such as a bicycle rack, then secure it with a lock. Public fixtures and trees cannot be used to secure possessions.

**5. Renter's Insurance:**

We do not provide coverage for your personal belongings, property damage, or bodily injury. It is your responsibility to protect yourself and your possessions. We reserve the right to require you to obtain renter's insurance and provide proof of that insurance.

**6. Protecting Yourself: Security and Safety Device Disclaimer:**

We have no duty to furnish alarms, security guards, or other security devices, except as required by law. If we furnish any security devices, we have no obligation to inspect, test, or repair these devices unless you request us to do so in writing. You must inspect security devices upon move-in and will be given the opportunity to make comments on their condition on the **Unit Inspection Checklist**. Any security devices you install must comply with all applicable laws. You are responsible for any damages caused by installation or malfunctioning of any additional security devices. You are also responsible for the removal of the system at the end of the lease. It is important to realize that security devices are susceptible to error and malfunction. Using common sense and being aware of your surroundings is the best way to avoid danger and harm in the case of an emergency.

▪ **Preventative and Safety Measures:**

- Lock your doors and windows even if you are inside.
- Before answering the door, use the peephole or a window to check who it is before answering. If you do not know the person, talk to them through the door before opening it.
- Do not give out copies of your keys, which is strictly prohibited, or combinations to any locks on the community. If you lose your keys, contact management immediately so we can have your doors re-keyed. A fee will be assessed.
- Do not hide a key or combination code under the doormat or on your patio or balcony.
- Do not put your address on your key ring.
- Keep valuables out of clear sight. Ensure your blinds are drawn and that others cannot see inside your unit.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Periodically ensure your door and window locks are working properly. Notify management if you discover they are malfunctioning. Also, report if common area light fixtures are not working properly.
- Do not walk alone at night.
- Immediately report any suspicious people or activity to management.
- If you are suspicious that your unit has been illegally broken into, call 911 and do not enter.

**7. Emergency Situations - Police or Medical:**

11 AM 24 AM 37 PM

- **Emergency Protocol:**

- **Dial 911** for a police or medical emergency; **DO NOT** call the management office first.
- In the case of an emergency, be sure to adequately pronounce the seriousness of the situation. Use key words such as **“Help!”**, **“Police!”**, or **“Fire!”** to ensure that other residents understand the urgency of the matter.

- **Fire Safety Guidelines:**

Disabling or tampering with a fire extinguisher, pull stations, or smoke detector is a violation of the law and may lead to fines, included, but not limited to those specified in *Exhibit E - Fee Schedule Addendum*, legal action and possible early termination of the Lease.

- Preventative measures include:
  - i. Let cooking grease cool and then pour into a metal can. Do not pour grease or oil down any drain. Never pour hot grease into a plastic container. Do not put water on a grease fire.
  - ii. Do not let grease or oil cook on the stove unattended.
  - iii. Properly dispose of all lighted tobacco products in appropriate metal containers.
  - iv. Avoid cooking while intoxicated, taking medication, or when drowsy.
  - v. Test smoke detectors monthly to make sure they are working.
  - vi. Do not store gas-operated tools or vehicles inside the apartment or under stairwells, breezeways, patios, or balconies.

- **In the Event of a Fire:**

- **Refer to your community guidelines for specific instructions for fire procedures. Different communities will have different procedures.**
- Call 911 if there is fire or smoke.
- If there is a fire, do not enter the hallway or the breezeway. First, feel the door. If it is hot, use an alternate route. If the door is cool, use the closest exit.
- If you are in a room full of smoke, crawl on your hands and knees as the cleanest air is near the floor.
- If you cannot escape your apartment, stuff wet towels, sheets, and clothes around the door and vents to keep smoke out.
- For additional information and instructions, please visit: <http://www.usfa.fema.gov/campaigns/smokealarms/escapeplans/index.shtm>

- **Severe Weather Guidelines:**

- Preparation:
  - i. Ensure that you have a functional flashlight, with extra batteries or other battery operated source of light in the case of electricity loss. Prepare for seasonal severe weather occurrences by having an extra supply of water and food.
  - ii. Establish a post-storm communication plan to keep in touch with your friends, family, and neighbors in the event of a severe weather situation.
  - iii. For more information concerning planning for severe weather situations, visit FEMA’s website: [http://www.ready.gov/make\\_a\\_plan.html](http://www.ready.gov/make_a_plan.html).

- **In the Event of a Severe Weather Storm:**

- You should obey all evacuation orders issued by local, state, or federal agencies. Do not wait for instructions from the community.
- Keep up-to-date concerning severe weather developments. Check the weather forecast on TV, the internet, or the radio to keep informed about severe weather situations.
- Seek safety in an inner hallway or small inner room such as a bathroom or closet. Stay away from windows, doors, and outside walls. If necessary, get under a piece of sturdy furniture and use sofa cushions for protection.
- Do not utilize plug-in electrical equipment. Do not use land-line telephones.

## V. MOVE-OUT PROCEDURES

As the end of your Lease approaches, and you’re getting ready to move-out, it is important to be aware of the tasks you are responsible for prior to vacating your unit. Your lease term is explicitly defined in your Lease. Please contact Management if you have any questions concerning this issue. Essentially, there are **three** main goals:

1. Returning anything to the management office that you may have borrowed or were provided during your tenancy.
2. Paying any outstanding balances and leaving your forwarding address.
3. Returning your unit to the condition it was in when you first moved in.

### 1. **Key Return:**

Prior to leaving, you are responsible for returning all keys and other entry devices to the office. You should use this opportunity to return any other items that you may have borrowed throughout the term of your lease. Failure to return these devices will result in a fee to the resident.

### 2. **Paying your Balance:**

You are also responsible for paying off any outstanding charges that you may have accrued throughout your residency. These should be paid using any one of the methods described earlier in the handbook. Remember, **no cash payments are accepted**. You also should leave a forwarding address with the community. In the likely event that your Security Deposit, or portion thereof, is returned, this address will help expedite the refund process.

### 3. **Cleaning your Unit:**

As the last thing you do before leaving, you must **restore** your apartment to its original condition from when you first moved in at the beginning of your Lease. There are some basic guidelines to follow when cleaning your unit:

- If you break it... fix it, unless you do not have the ability or skills to complete said task.
- If it was there when you arrived, it should be there when you leave.
- The unit should be cleaned thoroughly, to the point that a new resident could move-in the moment you leave.

There may be exceptions to these rules. For example, if there were agreed upon terms during the tenure of your Lease about the condition of your apartment, they will be enforced at move-out. This includes, but is not limited to, furniture additions and structural and physical changes and updates.

### 4. **Move-out Checklist:**

You will be provided a Move-out Checklist that will help walk you through the move-out process. This checklist will help give you a basic outline of how to assess your unit after you have finished cleaning it. The checklist itemizes each individual area of concern you are responsible for. In general, if you sufficiently complete every step of the checklist, you should not be assessed any additional charges. You should be marking off each task as you complete them. You should submit the checklist to management afterwards.

A list of the move-out charges and their corresponding dollar amounts is itemized at the end of the Handbook. Please familiarize yourself with this list, it will help you better understand the expectations concerning the extent of cleaning and repairs necessary.

### 5. **Return of Security Deposit:**

After you have moved-out, your unit will be inspected by a member of the management or their staff. You will be contacted if you have been assessed any move-out charges and you will be mailed a check containing the amount of your initial security deposit, minus any necessary repair or cleaning expenses within 30 days after move out, or as otherwise stipulated by state law. If you have been contacted concerning additional move-out charges, you must remit a payment for these charges within 10 business days. A penalty will be assessed for any late payments.

## VI. THANK YOU!

Thank you again for choosing a Cardinal Property for your housing needs. We hope that you enjoyed your living experience with us. We started Cardinal Group to do one thing: provide the kind of living environment that we wish we had in college – that simple! We hope that we met our goal to ensure you are satisfied at all times while living with us, and we hope we held up our end of the bargain.

If you have any questions or recommendations on how we can improve our experience, please let us know:  
[info@cardinalgroup.com](mailto:info@cardinalgroup.com)

Cheers!

## EXHIBIT C - MOLD AND MILDEW PREVENTION ADDENDUM

This Addendum is made part of the Rental Agreement and Lease between Resident and Landlord. The Apartment was inspected prior to your move-in date, and *there is no visible mold* in the kitchen, bathroom(s) or other areas of the Apartment. By signing below, Resident hereby agrees to maintain the Apartment in a manner consistent with prevention of an infestation of mold or mildew in the Apartment. Resident acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of this Rental Agreement and Lease relating to water intrusion, water damage, and mold.

Resident acknowledges that excessive moisture can collect from a wide variety of sources, including but not limited to, shower or bathtub overflows, washing/dishwashing machine overflows or leaks, cooking spills, plan watering overflows, or insufficient drying of carpet and carpet pads. Mold is found both indoors and outdoors and in both new and old structures. Resident is hereby notified that the Apartment is subject to the infestation of mold or mildew if not properly maintained. Molds are naturally occurring microscopic organisms that reproduce by spores. When moldy materials are damaged or disturbed, mold spores are released and spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a structure, mold can grow.

Resident acknowledges that Resident's obligations include, but are not limited to, the following:

- Resident shall take all reasonable measures to control the moisture level of the Apartment by immediately reporting to Management, in writing, any water intrusion, such as plumbing leaks, drips or "sweating" pipes.
- Resident shall keep the Apartment clean, particularly the kitchen and bathroom carpets and floors. All moldy food must be thrown away immediately and removed from the Apartment.
- Resident shall promptly notify Management about any air conditioning or heating problems in the Apartment. Resident shall maintain the temperature in the Apartment within ten degrees (10°) of seventy-two degrees (72°) at all times. Resident agrees not to run air conditioning while windows are open.
- Resident shall use bathroom fans while showering or bathing and immediately report to Management any non-working fans. While showering, resident shall keep the shower curtain inside the bathtub or fully close the shower doors. After showering or bathing, Resident shall leave the bathroom door open until all moisture on the mirrors and walls of the bathroom has dissipated and shall hang up towels and bath mats so that they will dry completely. Resident shall use exhaust fans whenever cooking, dishwashing or cleaning.
- Resident agrees not to wash clothes in the bathroom or hang clothes to dry in the bathroom on a regular or routine basis.
- Resident shall conduct a visual inspection of the Apartment for the presence of mold growth, including but not limited to window frames, carpet, ceiling tiles, wallpaper, and Resident's personal property, at least once every two weeks. Resident shall immediately report to Management any mold growth inside the Apartment.

## **EXHIBIT C - MOLD AND MILDEW PREVENTION ADDENDUM**

Resident agrees not to bring any personal property into the unit that may contain mold, especially such items as sofas, mattresses, and pillows. Resident agrees that he/she may be held responsible for property damage to the Apartment. Management will not be liable for any resulting health problems caused by Resident's failure to comply with this Addendum.

Resident further agrees that if mold conditions are discovered on the sheetrock or any wood in the Premises, Resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Owner. Resident shall also be responsible for any damage, including but not limited to, damage from water and mold, which occurs as a result of Resident's failure to give notice to Owner within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Resident hereby releases Owner from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Resident's failure to notify Owner as required herein.

<sup>2</sup> *Andrew Magee*      <sup>3</sup> *Katie Lutz*

## Exhibit D - Concession Acknowledgement Form

This Addendum ("Addendum") is made this 06/18/2018, and is incorporated into the Rental Agreement and Lease by and between Andrew Magee as Resident, and The Edge as Landlord, which Lease is dated 06/18/2018.

This Addendum contains additional terms, conditions, and rules which are hereby incorporated into the Lease. A breach of this Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. With the anticipated full performance of the Lease in its entirety, Landlord is extending a concession to the Lease:

### Item 1: Security Deposit

Value totaling **\$500.00**

### Item 2:

Value totaling \$

### Item 3:

Value totaling \$

**Total Concessions: \$500.00**

It is understood that the **concession/gift and/or discount** that has been referenced above only applies to the specific new lease term agreed to by the Resident when this agreement was signed, and not to prior Lease Terms or future renewal lease terms.

Resident acknowledges that in order to receive the Item(s) listed above, Resident's Lease file (Rental Agreement and Lease, Parental or Sponsors Guaranty Agreement, and all applicable Addenda) needs to be completed and signed by Resident and Guarantor within fourteen (14) business days of the Lease generation date set forth. The Lease file then must be approved by management according to the rental qualification criteria.

All Item(s), with the exception of a waived fees, deposits, or premium amenities, will be received within 30 days following move in. Failure to receive an Item(s) does not terminate the Lease agreement. Resident must have this Addendum, fully executed, in order to claim and receive an Item(s).

By signing this Addendum, Resident acknowledges accepting the Item(s) and terms stated herein. In the event that either (i) Resident fails to take occupancy as agreed, under the Lease, (ii) Resident defaults under the terms and conditions of the Lease, (iii) Resident fails to have a zero balance the day prior to the last installment due date (which includes, but is not limited to payment in full of all rent, late fees, NSF fees, lock out charges, and all other miscellaneous charges), or (iv) Resident breaks the Lease or is let out of the Lease; then this Addendum will be null and void and Resident agrees to return or repay the Item(s) within thirty (30) days of the Lease termination.

<sup>1</sup> Andrew Magee      <sup>2</sup> Katie Lutz

EXHIBIT E - Fee Schedule Addendum

This Addendum is attached to and becomes a part of the Rental Agreement and Lease (the “Lease”).

NSF Fee	\$50.00
Lockout Fee	\$50.00
Re-Let Fee	\$350.00
Transfer Fee	\$350.00
Key Replacement Fee (Bedroom)	\$25.00
Key Replacement Fee (Apartment)	\$50.00
Key Replacement Fee (Mailbox)	\$15.00
Lock Change	\$50.00
Parking Pass Replacement Fee (if applicable)	\$50.00
Parental/Sponsor Guaranty Late Fee	\$100.00
Pet Fee (Per Pet) (If Applicable)	\$250.00
Monthly Pet Rent (If Applicable)	\$25.00
Pet Violation Fee	\$250.00
Abandoned Property Removal Fee	Market Rate
Double Occupancy Premium (1-Beds Only)	\$150/MO
Double Occupancy Violation Fee	\$500
Unauthorized Guest Fee	\$500.00 Minimum
Property Rules and Regulations Violation Fee	\$50.00 Minimum
Utility Loss Recovery Fee	\$50.00
Smoking Fee	\$300.00

Upon vacating, the apartment must be left in good condition; completely cleaned, all trash removed, and the carpets vacuumed. Items found to be unclean or not in working order at time of inspection or upon move-out will be charged accordingly. The overall condition of the apartment will be compared to the condition listed on *Exhibit P - Unit Condition Inspection Checklist* in your Lease file. If you did not turn in your Unit Condition Inspection Checklist upon move-in, the apartment condition will be assessed based on normal wear and tear standards.

<sup>1</sup>Andrew Magee      <sup>2</sup>Katie Lutz

## Exhibit F - Bed Bug Addendum

This is an Addendum to the Residential Lease Agreement (“Lease”) executed by Andrew Magee, hereinafter collectively referred to as “Resident”, on the dwelling Apartment Resident agreed to lease from the owners, agents, management, and representatives of The Edge, LLC, hereinafter collectively referred to as “Landlord”. Resident’s specific Building, Apartment, and Bedroom will be assigned to Resident by Landlord prior to the beginning of the Term listed in Section 1. Summary of Lease Terms, Fees and Installments.

According to the Environmental Protection Agency (EPA), the common bed bug (*Cimex lectularius*) has long been a pest, but recently bed bug infestations have increased in the United States. Bed bugs are considered a public health pest; however, bed bugs are not known to transmit or spread disease. There are ways to control bed bugs, such as prevention, early detection, and cooperation by Resident with Landlord.

**1. Identifying Bed Bugs.** Bites on the skin are a poor indicator of a bed bug infestation. Bed bug bites can be misidentified, which gives the bed bugs time to spread to other areas of a dwelling Apartment. The EPA provides guidelines on identifying signs of bed bugs; for example, bed bug bites can look like bites from other insects (such as mosquitoes or spiders), rashes (such as eczema or fungal infections), or even hives. Some people do not react to bed bug bites at all. A far more accurate way to identify a possible infestation is to look for physical signs of bed bugs. When cleaning, changing bedding, or staying away from home, look for:

- Dark spots which are bed bug excrement and may bleed on the fabric like a marker would
- Eggs and eggshells, which are tiny (about 1mm) and white
- Skins that nymphs shed as they grow larger
- Live bed bugs
- Rusty or reddish stains on bed sheets or mattresses caused by bed bugs being crushed

When not feeding, bed bugs hide in a variety of places. Around the bed, they can be found near the piping, seams and tags of the mattress and box spring, and in cracks on the bed frame and head board. If the room is heavily infested, bed bugs may be found in the seams of chairs and couches, between cushions, in the folds of curtains, in drawer joints, in electrical receptacles and appliances, under loose wall paper and wall hangings – even in the head of a screw. Since bed bugs are only about the width of a credit card, they can squeeze into extremely small crevices. If an opening will hold a credit card, it could hide a bed bug.

**2. Prevention.** Here are few simple precautions from the EPA that can help prevent bed bug infestation:

- Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high quality encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter to reduce hiding places for bed bugs.

**3. Purpose and Goal.** This Addendum modifies the Lease and addresses situations related to bed bugs which may be discovered infesting the dwelling Apartment or personal property in the dwelling Apartment. It is the Landlord’s goal to maintain a quality living environment for all Residents. In order to achieve this goal, it is important for Landlord and Resident to work together to minimize the potential for any bed bugs in the dwelling Apartment or surrounding areas. This Addendum contains important information that outlines Resident’s responsibilities and potential liability with regard to bed bugs.



**4. Representations.** Resident understands and acknowledges that Landlord has relied on Resident's representations to Landlord in this Addendum.

**5. Prior to Bed Bug Problems** *[Check one]*

- ☐ Resident represents that Resident is not aware of any bed bug infestation or presence of bed bugs in Resident's current or prior residence or Resident's personal property, such as furniture, clothing, linens, etc.; OR
- ☐ Resident discloses prior bed bug infestation(s) of Resident's residence or personal property, as described below:

Address of infestation: \_\_\_\_\_

Date(s) of Infestation: \_\_\_\_\_

Treatments Dates: \_\_\_\_\_

Result of Treatment: \_\_\_\_\_

If Resident discloses a prior bed bug infestation, Resident represents that all of Resident's personal property and possessions have been treated for bed bugs and are currently free of bed bugs, and Resident agrees that Landlord may review documentation of treatment and conduct an inspection of Resident's personal property for signs of bed bugs, if Landlord deems necessary.

**6. Move-In Inspection.** Resident agrees that Resident: *[Check one]*

- ☐ has inspected the Apartment prior to move-in or signing this Addendum and that Resident did not observe any evidence of bed bugs or bed bug infestation
- ☐ will inspect the Apartment within 72 hours after move-in or signing this Addendum and will notify Landlord via a service request of any bed bugs or bed bug infestation
- ☐ elects to have an inspection of the Apartment performed at Resident's expense by an approved third party pest control vendor within 72 hours after move-in or signing this Addendum. Landlord has a list of approved licensed professional (third party pest control vendors) that may inspect the Apartment

Landlord agrees that if after the move-in inspection it is determined that there are bed bugs in the Apartment, Landlord will have its own pest control vendor re-inspect the Apartment and, if bed bugs are present, Landlord will have the Apartment treated for bed bugs at Landlord's expense. If after the re-inspection it is determined that there are no bed bugs in the Apartment, any preventative treatment that Resident opts to take will be at Resident's own expense.

**7. Reporting.** Resident must promptly report any of the following to Landlord:

- any known or suspected bed bug infestation or presence of bed bugs in the Apartment, or in any of Resident's clothing, furniture, linens, or other personal property
- any recurring or unexplained bites, stings, irritations, or sores of the skin or body which Resident believes are caused by bed bugs, or by any condition or pest Resident believes is in the Apartment
- if Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence in the Apartment by a licensed pest control professional or other authoritative source

- 8. Access for Inspection.** Resident must allow Landlord and its pest control agents access to the Apartment, including Bedroom(s), at reasonable times to inspect for and/or treat bed bugs. Resident and Resident's family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments.
- 9. Treatment.** Resident consents and grants Landlord permission to treat Resident's Apartment, including Bedroom, in the event bed bugs are discovered. Landlord has the right to select any licensed pest control professional to treat the Apartment and apartment building. Landlord may select the method of treating the Apartment, Bedroom, building, and common areas for bed bugs. Landlord can also inspect and treat adjacent or neighboring Apartments and Bedrooms to the infestation even if they are not the source or cause of the known infestation. Resident is responsible for and must, at Resident's own expense, have Resident's own personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by a licensed pest control vendor that Landlord approves. Resident must treat his/her personal property as close as possible to the time Landlord treats Resident's Apartment. If Resident fails to do so, Resident will be in default under this Addendum and the Lease, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease. Resident agrees not to treat the Apartment, or Bedroom, for a bed bug infestation on Resident's own.
- 10. Cooperation.** If Landlord confirms the presence or infestation of bed bugs in Resident's Apartment and/or Bedroom, Resident must cooperate and coordinate with Landlord and Landlord's pest control agents to treat and eliminate the bed bugs. Resident must follow all directions from Landlord and Landlord's pest control agents to clean and treat the Apartment, Bedroom(s) and Building that are infested. Resident acknowledges that it is Resident's responsibility to properly prepare Resident's Apartment and Bedroom, as instructed by Landlord and Landlord's pest control agents. Resident must remove or destroy personal property that cannot be treated or cleaned before Landlord can treat the Apartment. Any items Resident removes from the Apartment must be disposed of off-site and not in the apartment trash receptacles. If Landlord confirms the presence or infestation of bed bugs in Resident's Apartment and/or Bedroom, Landlord has the right to require Resident to temporarily vacate the Apartment and Bedroom and remove all furniture, clothing, and personal belongings in order for Landlord to perform pest control services. If Resident fails to cooperate with Landlord and its agents, Resident will be in default under this Addendum and the Lease, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease.
- 11. Cost of Treatment and Cleaning.** If during the term of Resident's tenancy bed bugs are discovered in Resident's Apartment and/or Bedroom, Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat Resident's Apartment and/or Bedroom for bed bugs. Additionally, if Resident fails to properly prepare the Apartment and/or Bedroom for a pest control treatment, as instructed by Landlord or Landlord's pest control agents, Resident will be responsible for the cost of any trip charges or other charges assessed by the pest control vendor. If Landlord confirms the presence or infestation of bed bugs after Resident vacates Resident's Apartment, Resident may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other Residents in order to treat adjoining or neighboring Apartments or Bedrooms to Resident's Apartment or Bedroom, Resident may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring Residents and to clean and perform pest control treatments to eradicate infestations in other Apartments or Bedrooms. If Resident fails to pay Landlord for any costs Resident is liable for, Resident will be in default under this Addendum and the Lease, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease.

- 12. Transfers.** If Landlord allows Resident to transfer to another Apartment in the commonly because of the presence of bed bugs, Resident must have Resident's personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. Resident must provide proof of such cleaning and treatment to Landlord's satisfaction.
- 13. Indemnification.** Resident agrees to indemnify, defend, and hold harmless Landlord, together with its property manager, affiliates, subsidiaries, owners, partners, directors, officers, employees, agents, successors and assigns from and against any and all claims, suits, actions, injuries, losses, costs, liabilities, damages, expenses or other obligations, including but not limited to attorneys' fees and costs (collectively "Claims"), to the extent arising out of or in any way relating to Landlord's acts or omissions in the performance of treatment of bed bugs. This obligation shall be independent of and in addition to any insurance obligations of Resident. Resident's obligations hereunder shall not apply to the extent any Claim is directly and solely attributable to the willful misconduct of Landlord.
- 14. Damage to Residents/Occupants & Personal Property.** Landlord is not liable for damage to Resident's person or other occupants or to their personal property due to bed bug infestation or treatment, and Resident will not be reimbursed for the cost of any additional expense to Resident's household, such as the purchase of new furniture, clothing, cleaning services, medical expenses, or time away from work.
- 15. Renter's Insurance.** Resident understands and acknowledges that he/she is responsible for procuring renter's insurance for his/her personal property and belongings, per *Exhibit B - Insurance and Indemnification Acknowledgement*.
- 16. Violations.** RESIDENT AGREES TO THE ABOVE TERMS AND CONDITIONS. ANY VIOLATION OF THIS ADDENDUM WILL BE CONSIDERED A SERIOUS, MATERIAL LEASE VIOLATION AND GOOD CAUSE GROUNDS FOR TERMINATION OF RESIDENT'S TENANCY AND EVICTION.

***RESIDENT IS LEGALLY BOUND BY THIS DOCUMENT. PLEASE READ IT CAREFULLY.***

## **Exhibit G - Pest Control Addendum**

This Lease Addendum for Pest Control (hereinafter "Addendum") is hereby entered into, on the date first identified below, by and between Mack Canel LLC (hereinafter "Management") and Andrew Magee (hereinafter "Resident"), the leaseholder for the premises known as The Edge

### **Representations**

WHEREAS pests have become a problem facing the owners of residential rental properties, their agents in managing those residential rental properties, and the residents of those same residential rental properties; and

WHEREAS the owners and residents agree that policies need to be established to control these pests; and

WHEREAS the owners and residents desire to clearly define their roles in handling incursions by these pests

NOW, THEREFORE, the parties to this Addendum agree to add the following terms and conditions to the residential lease contract that exists between these parties to set forth a clear understanding of the responsibilities of both Resident and Management under the Lease Agreement with the desire that by setting forth these mutual responsibilities as part of the Addendum, the parties can minimize the costs, inconveniences and misunderstandings that often result from pest infestation

### **Terms and Conditions**

1. This Addendum hereby supplements and modifies the Lease Agreement between the parties, and it shall be incorporated as a part of the Lease Agreement. Where there are provisions that conflict between this Addendum and the Lease Agreement, the provisions set forth herein shall supersede and be controlling.
2. For purposes of this Addendum, "pests" means any insect, and/or its eggs. "Pest infestation" means the presence of pests that may materially affect the health and safety of residents and their guests.
3. Management and Resident will be honest in their communications regarding the presence of pests at the property. In that regard, Management will not enter into any Lease Agreement to lease a unit that Management knows is infested.
4. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Resident that the premises are acceptable, in good condition and pest free.
5. After move-in, Management will take immediate steps to address any identified pest infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of this need for prompt action to avoid any further infestation, Resident shall report any actual or suspected infestation within forty-eight (48) hours of discovery.
6. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by management to treat Resident's dwelling unit for pests. If Management confirms the

## **Exhibit G - Pest Control Addendum**

presence or infestation of pests after Resident vacates the dwelling, Resident may be responsible for the cost of cleaning and pest control treatments. If Management must treat adjoining or neighboring dwellings to Resident's dwelling due to the pests in Resident's dwelling, Resident may be liable for payment of any lost rental income and other expenses incurred by Management to relocate the neighboring residents and/or to clean and perform pest control treatments to eradicate infestations in those other dwellings. Resident agrees that if he/she fails to pay Management for any costs for which Resident is liable, Resident will be in default of his/her lease and Management will have the right to terminate Resident's right of occupancy and exercise all other rights and remedies under the lease agreement.

7. Resident acknowledges that used or second-hand furniture is the primary way that pests are transported and spread. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with pests. Resident further agrees to exercise caution when acquiring used or second-hand furniture and shall examine any such items thoroughly before bringing them into the dwelling. Resident further agrees that Resident shall not bring into the dwelling those used or second-hand furniture items that have been abandoned or discarded in such areas as roadsides, trash rooms, and disposal receptacles.

8. In the event that there is a pest infestation in Resident's apartment, Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting any suspected pest infestation to Management in a written or electronic format within forty-eight (48) hours of discovery, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management in writing.

9. Resident and Management further agree that any violation of this Addendum constitutes a material violation of the Lease, and Management may terminate Resident's right to possession upon issuance of a five (5) day notice for a health and safety violation. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Management of evidence of any pest infestation, refusal to permit Management to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post treatment activities, including a failure to report ineffective treatment or re-infestations. Proof of the violation of this Addendum shall be by a preponderance of the evidence.

10. Resident may request reasonable extermination services at any time. All requests must be in writing. Upon notification from Resident, Management shall visually inspect the unit for household pests, preferably within forty-eight (48) hours, and should a pest infestation be identified, shall begin the process of controlling the household pests within ten (10) days of such notice. When Management requires access to a dwelling unit for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least twenty-four (24) hours notice to Resident, in writing, that Management requires such immediate access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the sole purpose of acting on the inspection or extermination request. Management will not abuse the right to access or use it to harass Resident and will enter only at reasonable times.

## **Exhibit G - Pest Control Addendum**

11. Except in those situations where Management has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, officers, and/or directors are not liable to Resident for any damages caused by pests, including, but not limited to, personal expenses, replacement of furniture, and/or other personal items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect Resident's personal belongings. Owner, Management, and its employees, officers, and directors, are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatments. Renter's insurance is strongly recommended and/or required, but it may also exclude coverage related to pest infestation issues.

12. Resident acknowledges that Management's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Management owes Resident under the Lease. Resident further acknowledges that Management does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary cooperation and compliance.

13. Management agrees that it will attempt to make reasonable accommodations in the event that any disabled Resident requests such an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time that the pest control service is requested or when Resident receives notice that it will be provided, whichever is earlier. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be alternative, effective means of eradication, and in those circumstances, Management must use the eradication services that are effective in dealing with the infestation.

14. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Management and Resident.

### **Acceptance**

BY SIGNING BELOW, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that Management has provided to Resident(s) a copy of the bedbug educational materials handout advising them how to identify bedbugs, describing risk factors for infestations, and presenting measures that may be taken to prevent and control an infestation.

<sup>3</sup> *Andrew Magee*

<sup>4</sup> *Katie Lutz*

Exhibit H - Parking Addendum

This Parking Addendum (this “Addendum”) is entered into by the Resident and Owner for the use by the Resident of the Space. The terms of this Addendum are effective as of the date of execution below and commence as of the Start Date of the Rental Agreement and Lease, Section 1 Summary of Lease Term, Fees and Installments.

Resident hereby agrees as follows:

- 1. **Rent for the Space.** If Resident elects to rent a private parking space “*Space*”, as identified below, Resident shall pay a Parking Fee, as part of Rent, as defined in Section 1 of the Lease. Parking Fee payments are due on the first of the month per the recurring installment schedule also in Section 1 of the Lease. In the event that Resident fails to pay all or any portion of the payment required herein, Resident shall be deemed in default by the terms of the Rental Agreement and Lease and/or the Addendum. Owner shall be entitled to pursue any rights or remedies Owner would otherwise be entitled to pursue under the Rental Agreement and Lease or applicable law for failure to pay Rent. Additionally, a default of the Rental Agreement and Lease shall automatically be deemed a default of this Addendum. Failure to abide by this agreement may result in your vehicle being booted or towed from the property and by agreement with this Addendum you agree to the fees associated with release of your vehicle.

Owner hereby leases to Resident the “Space” which is a (check the applicable box):

Space Type	X or Blank	Space Number
Undesignated		
Uncovered		
Covered		
Garage		

Monthly Rent Installment, if applicable, will be included in Section 1 of the Rental Agreement and Lease, Summary of Lease Terms, Fees and Installments.

- 2. **Permitted Use.** Garage may be used only for storage of operable motor vehicles unless otherwise stated in the Rules and Regulations. No one may sleep, cook, barbeque, or live in a garage area. Persons not listed as a resident or occupant on the Rental Agreement and Lease may not use the areas covered by this Addendum. No plants may be grown in such areas. Owner is not responsible for damage or theft of or in vehicles parked in any parking facility, if damage or theft occurs Resident must contact local authorities immediately to recover damages or stolen items.

Under no circumstances may the Resident park in the access drive, or any other places than the Resident’s assigned parking space. This applies even in the event the Resident’s space is occupied by an unauthorized vehicle. In the event an unauthorized vehicle is parked in Resident’s space, it will be the sole responsibility of the Resident to contact the towing company and remove the unauthorized vehicle. Contact information for the towing company will be posted in the parking area.

All resident vehicles parked in the parking or surface lot garage must have a valid parking sticker. This parking sticker must be placed visibly inside the back window on the upper left (driver side of windshield). Please observe all tow-away, handicapped areas, reserved parking, general tow away zones and the parking lot entrance. Vehicles improperly parked in these areas will be towed at the vehicle owner’s expense. Speed limits are posted throughout the community. It is the Resident’s responsibility to inform guests of the policy and management will not be responsible if their vehicle is towed.

Unauthorized Vehicles

Resident may not park any vehicle on the Property unless Landlord and Resident execute a Parking Addendum allowing the Resident to park a vehicle on the Property. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Property at any time. Boats, trailers, or recreational vehicles are not permitted, except in designated areas and with written consent by management. No commercial vehicles, car washing, or car repairs of any sort are allowed on the property at any time.

Management reserves the right to tow away, at vehicle owner’s expense any vehicle improperly parked or in violation of any of the above policies. Anyone parked in a reserved spot not designated to them as stated in the Lease, will be towed at vehicle owner’s expense.

**Exhibit H - Parking Addendum**

3. **No Dangerous Items.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in Owner’s sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. Because of carbon monoxide risks, Resident may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not perform pest control in Space.
4. **Term.** The term of this Addendum shall coincide with the term of the Resident’s Rental Agreement and Lease, or the terms outlined in this Addendum. The term shall automatically expire upon expiration of the Rental Agreement and Lease, the End Date of this Addendum. If the Rental Agreement and Lease is renewed or extended for any reason, the term for the Space will also renew or extend based on the term of the Rental Agreement and Lease and/or this Addendum, unless Landlord is notified in writing 30 days prior by Resident.

**Start Date: 09/01/2018 End Date: 08/15/2019**

6. **Other.** All other provisions of the Rental Agreement and Lease and/or Addendum shall prevail upon the Space, including but not limited to Resident’s obligations and responsibilities, Resident’s responsibility for security, Resident’s property and Renter’s insurance, Abandonment, Owner’s right of inspection and entry, and Move-Out procedures.
7. **Vehicle Information.** The information listed below accurately describes the sole vehicle that is allowed to park in the parking facility, and/or designated space, if specified above.

Make:	
Model:	
Year:	
Color:	
License Plate:	
State:	



## **Exhibit I - Furniture Addendum**

By executing this Addendum, it will become part of the Rental Agreement and Lease executed on 06/18/2018 by and between Andrew Magee and The Edge (the "Lease"). The Common area and bedroom furniture will be included in Resident's unit at The Edge and is included in the monthly rent installment each month. The rent installment amount Resident pays for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture during the Lease term.

The Landlord will provide furniture along with the Premises. Residents are responsible for storing any furniture they do not want to keep in the apartment. The landlord will not remove or store any furnishings. Any furnishings stored outside of the apartment must be returned upon move-out. Resident shall be responsible to pay the market rate of the cost of repair or replacement, as applicable, of any furniture that is either missing or damaged at the end of the Lease term.

If damage to the furniture occurs, Resident(s) will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

1. Food Stains and Odor Stains;
2. Tears to the Fabric;
3. Structural Damage (i.e. broken leg, broken drawer);
4. Broken, Cracked, or Chipped Glass;
5. Pet Stains;
6. Discoloration of the Wood or Fabric; and
7. Chipped or Marred Wooden Surface

Normal wear and tear and manufacturer's defects will not be the responsibility of the Resident. As the caretaker of the furniture, it is the Resident's responsibility to notify the Leasing Office if there is an occurrence of a manufacturer's defect to the furniture in the Unit. If Resident(s) do not notify the office of any defects to the furniture, Resident(s) may be charged for the damage during or after the term of the Lease.

<sup>1</sup>Andrew Magee      <sup>2</sup>Katie Lutz

## **EXHIBIT M - SHUTTLE WAIVER AND RELEASE OF LIABILITY**

The Edge will provide shuttle service for the residents of the community as an amenity. I fully understand that traveling by shuttle, bus, or other vehicle involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death; these risks and dangers may be caused by my own actions or inactions, the actions and inactions of other drivers or passengers; there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and as between myself and The Edge, I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my utilization of the community shuttle service.

To the maximum extent permitted by law, I hereby release, discharge, and covenant not to sue The Edge, its administrators, directors, agents, officers, partners, volunteers and employees ("Releasees") from any and all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I, or anyone on my behalf, makes a claims against any of the Releasees, I will indemnify save and hold harmless each of the Releasees, from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which may Releasees' may incur as a result of such claim. I do not waive any claims I may have against any third party contractor hired by The Edge to operate the shuttle(s)

### **Rules and Schedule**

1. All passengers will be required to show their access card to ride the shuttle at all times. Only residents are allowed to ride the shuttle.
2. Schedule - a new schedule is posted each semester and will be adhered to as closely as possible. The schedule could vary due to weather or traffic/construction issues. The shuttle does not operate when universities or colleges are not in session.
3. All residents are required to conduct themselves appropriately on the shuttle at all times. Riders could be denied access due to foul language, inappropriate behavior, or behavior that is disruptive to the safety of the driver and passengers.

<sup>1</sup>Andrew Magee      <sup>2</sup>Katie Lutz

## Signature Details

### s090a - APPL - Continuing Parental or Sponsor Guaranty - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:18 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:18 AM ( EST )	Primary-ID: 12837930
3	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:46 AM ( EST )	Guarantor-ID: 12902948
4	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:46 AM ( EST )	Guarantor-ID: 12902948
5	Donna Magee	IP: 73.17.161.94	07/20/2018 11:39:15 AM ( EST )	Guarantor-ID: 12902949
6	Donna Magee	IP: 73.17.161.94	07/20/2018 11:39:15 AM ( EST )	Guarantor-ID: 12902949
7	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:02 PM ( EST )	Owner/Manager

### s090a - The Edge - CGM Student Proprietary - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
3	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
4	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
5	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
6	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
7	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
8	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
9	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
10	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
11	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
12	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:22:58 AM ( EST )	Primary-ID: 12837930
13	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
14	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
15	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
16	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
17	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
18	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
19	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
20	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
21	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
22	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
23	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
24	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:36:57 AM ( EST )	Guarantor-ID: 12902948
25	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
26	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
27	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
28	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949

29	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
30	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
31	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
32	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
33	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
34	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
35	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
36	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:11 AM ( EST )	Guarantor-ID: 12902949
37	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:03 PM ( EST )	Owner/Manager

#### Company Wide - Exhibit A - Resident Handbook - Rules and Regulations

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:49 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:49 AM ( EST )	Primary-ID: 12837930
3	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:49 AM ( EST )	Primary-ID: 12837930
4	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
5	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
6	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
7	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
8	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
9	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
10	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
11	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
12	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
13	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:31:50 AM ( EST )	Primary-ID: 12837930
14	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
15	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
16	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
17	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
18	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
19	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
20	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
21	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
22	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
23	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
24	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
25	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
26	Arthur Magee	IP: 73.17.161.94	07/20/2018 11:37:10 AM ( EST )	Guarantor-ID: 12902948
27	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:25 AM ( EST )	Guarantor-ID: 12902949

28	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:25 AM ( EST )	Guarantor-ID: 12902949
29	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
30	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
31	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
32	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
33	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
34	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
35	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
36	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
37	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
38	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
39	Donna Magee	IP: 73.17.161.94	07/20/2018 11:40:26 AM ( EST )	Guarantor-ID: 12902949
40	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:03 PM ( EST )	Owner/Manager

#### Company Wide - Exhibit C - Mold and Mildew Prevention Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:13 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:13 AM ( EST )	Primary-ID: 12837930
3	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:04 PM ( EST )	Owner/Manager

#### Company Wide - Exhibit D - Concession Acknowledgement Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:28 AM ( EST )	Primary-ID: 12837930
2	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:04 PM ( EST )	Owner/Manager

#### s090a - Exhibit E - Fee Schedule Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:48 AM ( EST )	Primary-ID: 12837930
2	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:05 PM ( EST )	Owner/Manager

#### Company Wide - Exhibit F - Bed Bug Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:59 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:59 AM ( EST )	Primary-ID: 12837930
3	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:59 AM ( EST )	Primary-ID: 12837930
4	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:32:59 AM ( EST )	Primary-ID: 12837930
5	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:05 PM ( EST )	Owner/Manager

#### Company Wide - Exhibit G - Pest Control Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:33:17 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:33:17 AM ( EST )	Primary-ID: 12837930
3	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:33:17 AM ( EST )	Primary-ID: 12837930
4	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:06 PM ( EST )	Owner/Manager

#### s090a - Exhibit H - Parking Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:34:07 AM ( EST )	Primary-ID: 12837930
2	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:34:07 AM ( EST )	Primary-ID: 12837930

3	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:06 PM ( EST )	Owner/Manager
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Company Wide - Exhibit I - Furniture Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:34:20 AM ( EST )	Primary-ID: 12837930
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2	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:06 PM ( EST )	Owner/Manager
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Company Wide - Exhibit M - Shuttle Waiver and Release of Liability Addendum - PL 2.0

1	Andrew Magee	IP: 73.17.161.94	07/20/2018 11:34:30 AM ( EST )	Primary-ID: 12837930
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2	Katie Lutz	IP: 65.254.30.118	07/20/2018 17:48:07 PM ( EST )	Owner/Manager
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