

DELEGATION OF HOUSING AGREEMENT

This Delegation of Housing Agreement is entered into among **University House Gainesville, LLC, d/b/a 13th Street** ("Owner") and the parties identified below, and is effective and binding only upon signature of the agent for Owner, in its discretion.

Primary Resident: Santoshkrishna Tirumala Delegated Resident: Matthew C Kallas

Period of Delegation: From May 2, 2020 - August 8, 2020

WHEREAS, Primary Resident is party to the attached Housing Agreement (the "Agreement") for a bedroom space (the "Space") at 725 NW 13th St., Gainesville, FL 32601, known as "13th Street" (the "Property"), and wishes to delegate to Delegated Resident his/her right to reside in the Space for the time period stated above; and Owner consents to such delegation under the terms stated below. THEREFORE, in consideration of their mutual promises, the parties agree:

1. **Primary Resident** hereby delegates exclusively to Delegated Resident, during the time period specified above, his/her right to access and make personal residential use of the Space, together with its standard installed fixtures and furnishings, including shared use together with other residents of the apartment, as assigned by Owner from time to time, of accompanying unit common areas, furnishings and appliances in the assigned apartment, under the terms of the attached Agreement. Only the named Delegated Resident may occupy the Space during such period.
2. **Primary Resident** understands and agrees that he/she remains a party to and fully bound by the Agreement, which remains in effect. This Delegation is not an assignment. Primary Resident (and Primary Resident's guarantor, if applicable) will remain personally responsible for all financial obligations arising under the Agreement and for any breach of the Agreement by Delegated Resident, including during the period of delegation. Primary Resident is responsible for making timely payment of all charges coming due under the Agreement and/or for ensuring timely payment by Delegated Resident.
3. **Delegated Resident** has read, understands and agrees to abide fully by the Agreement and all rules and policies for the Property as if he/she were the Primary Resident during the entire period of delegation. In the event of any default in payment or other breach under the Agreement, Delegated Resident agrees that Owner may in its discretion take any lawful action, including claims for reimbursement or payment, against Delegated Resident as if Delegated Resident were a directly-contracted resident of the Property, cumulatively with its rights as to Primary Resident, and/or may terminate Delegated Resident's rights under this Delegation.
4. **Delegated Resident: (a)** ASSUMES ALL RISKS associated with use of the Space and the Property, and agrees to hold harmless, release, defend and indemnify Owner, its managing agent and their respective subsidiaries and affiliates, and their respective agents, employees, representatives, assignees, trustees, members, shareholders, partners, directors and officers ("Released Parties"), from all liabilities and claims for injury or death to persons or damage or theft to property arising from the use, occupancy, presence at or other interaction with the Property or any part or contents thereof, by Delegated Resident or his or her guests, including without limitation those injuries and damages caused by a Released Party's alleged or actual negligence or breach of any express or implied warranty, but excepting any liability of Owner arising under law; **(b)** agrees to obtain and maintain at Delegated Resident's expense a policy of personal liability insurance (i.e., renter's liability insurance) from a licensed insurance carrier in the United States, with coverage of at least \$100,000 per occurrence, as required by the Agreement, and to provide written proof of such coverage, including causing Owner and Manager to be listed as named interested parties on such coverage; **(c)** agrees to indemnify each Released Party for any injuries to Delegated Resident or any guest or other person or property that Delegated Resident may cause as a result of occupancy or use by Delegated Resident or any guest; and **(d)** agrees to reimburse, indemnify and hold harmless Released Parties from any and all claims, lawsuits, actions, costs, damages, or losses, including costs and expenses, plus reasonable attorneys' fees to the extent permitted by statute, that a Released Party incurs or may incur as a result of any breach of the Agreement by Delegated Resident. The forgoing release will be binding to the fullest extent permitted by law.
5. This Delegation represents Owner's entire agreement with respect to its subject matter and may not be amended or modified except in writing, signed by all parties. This Delegation is governed by Florida law and any dispute will be subject to exclusive jurisdiction as stated in the Agreement.

SEE BELOW FOR ELECTRONIC SIGNATURE

Primary Resident signature

date

SEE BELOW FOR ELECTRONIC SIGNATURE

Delegated Resident signature

date

Acceptance by Owner: **University House Gainesville, LLC**

By: SEE BELOW FOR ELECTRONIC SIGNATURE

signature

date

¹ *Santoshkrishna B Tirumala*

² *Matthew C Kallas*

³ *Dakota Geradine*

13th Street Housing Agreement

Signature Details

	Signer	IP Address	Date Signed
	Delegation of Housing Agreement - 13th Street		
1	Santoshkrishna B Tirumala Signature of Resident (14008933)	35.141.145.87	05/04/2020 03:19:11 PM
2	Matthew C Kallas Co-Applicant (14008935)	98.190.168.15	05/04/2020 05:34:43 PM
3	Dakota Geradine Authorized Agent	98.190.171.242	05/07/2020 11:46:07 AM