

# Student Housing Lease

## General Lease Provisions

1. **Parties.** This Lease ("Lease") is between you, the resident:  
Hudson Hurtig

and us, the owner: College Station Properties  
KP6 LLC

(name of apartment community or title holder).

2. **Apartment.** You are renting ☐ Apartment No. TBD,  
Bedroom No. \_\_\_\_\_, or ☒ Floor Plan  
D2  
at 315 College Main Street  
(street address) in College Station  
(city), Texas 77840 (zip code) for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

2.1. **Use and Occupancy.** Your access may include exclusive areas, shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. **Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

3. **Term.** The term of this Lease begins on the 18th day of  
August (month), 2023 (year), and ends at  
noon on the 31st day of July (month),  
2024 (year). **This Lease does not automatically renew.**

You will not gain possession of the apartment until the beginning of the lease term, even if installment payments begin before that date.

3.1. **Holdover.** You or any occupant, invitee, or guest must not hold over beyond the end of the Lease term. If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; and (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover.

4. **Rent and Charges.** Your rent for the term is \$ 12708.00.  
Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 1059.00 each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 9 and 24 apply to acceleration under this paragraph. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time,

you'll be in default and subject to all remedies under state law and this Lease. After the due date, we do not have to accept any payments.

4.1. **Payments.** You will pay your rent:

- ☒ at the onsite manager's office
- ☒ through our online payment site
- ☐ at \_\_\_\_\_

We may, at our option, require at any time that you pay all rent and other sums due for any installment period in one single payment by any method we specify. Payment of each sum due is an independent covenant. Rent and late fees are due without demand, and all other sums are due upon our demand.

4.2. **Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

4.3. **Utilities and Services.** We'll pay for the following if checked:

- ☐ gas
- ☐ water
- ☐ wastewater
- ☐ electricity
- ☒ trash/recycling
- ☐ cable/satellite
- ☒ Internet
- ☐ stormwater/drainage
- ☐ government fees
- ☐ other \_\_\_\_\_

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

4.4. **Late Fees.** If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: ☒ 10 % of your installment amount as stated in this Lease or ☐ \$ \_\_\_\_\_.

In addition, for \_\_\_\_\_ days until rent and late fees are paid in full, you must pay a daily late fee of \$ \_\_\_\_\_ per day or \_\_\_\_\_% of your installment amount per day.

You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment.

4.5. **Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

5. **Security Deposit.** Your security deposit is \$ 250.00, due on or before the date this Lease is signed. Any animal deposit will be stated in an animal addendum.

5.1. **Refunds and Deductions.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

You'll also be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 27; removing or booting illegally parked vehicles; special trips for

trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 19; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 24; and (C) a reletting fee if you've violated Par. 9. ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

6. **Guests.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than   0   consecutive days without our prior written consent. If the previous blank isn't filled in, two consecutive days will be the limit.

**6.1. Exclusion of Persons.** We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident in the community.

7. **Care of Unit/Common Areas and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

***Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.***

Each resident is jointly and severally liable for all Lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and for other amounts due under the Lease.

In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, include you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. **Insurance.** ***Our insurance doesn't cover the loss of or damage to your personal property.*** You are:

- ☒ required to buy and maintain renter's or liability insurance (see attached addendum), **or**  
☐ not required to buy renter's or liability insurance.

***If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.*** Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Unlawful Early Move-Out and Reletting Charge.** You'll be liable for a reletting charge of \$   900 . 15   (not to exceed 85% of your installment amount during the Lease term) if you: (A) fail to move in; (B) move out without paying rent in full for the entire Lease term; (C) move out at our demand because of your default; or (D) are judicially evicted.

***The reletting charge is not a Lease cancellation fee nor a buyout fee and does not release you from your obligations under this Lease.*** It is a liquidated amount covering only part of our damages—for the time, overhead, and expense in turning the unit and finding or processing a replacement resident. These damages are uncertain and hard to as-

certain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

10. **Security and Safety Devices.** We'll pay for missing security devices that are required by law. ***You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.*** You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

***Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.***

**10.1. Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor others may disable alarms or detectors. ***If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.***

**10.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices and smoke alarms/detectors. You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

11. **Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of rent on a daily basis during delay and (2) your right to terminate the lease in writing as set forth below. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

If there is a delay of your occupancy, you agree to work with us to find a reasonable alternative. If we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.** After termination, you are entitled only to refund of any deposit(s) and any rent you paid.

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but not later.  
(b) If we give you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but not later.

The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

**12. Community Policies and Rules.** Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, including instructions for care of our property. We may regulate the use of patios, balconies, and porches, and activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 and 2 of this Lease.

**12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

**12.2. Limitations on Conduct.** Your apartment and other areas reserved for your use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

**12.3. Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn’t waive any rights we may have against you.

**12.4. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than 14 days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within 10 days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

**12.5. Virus Rules and Notification.** You agree to follow any community policies or rules related to COVID-19 and/or other virus strains (collectively “Viruses”). **If you suspect or know you have been exposed to any Virus, you should follow guidelines from the CDC and state or local health authorities.**

**13. Prohibited Conduct.** You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven;
- (j) injuring our reputation by making bad-faith allegations against us to others; or
- (k) smoking of any kind, in accordance with our policies.

**14. Parking.** You may not be guaranteed parking. If parking is provided, we may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters. You must comply with our parking policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove any vehicle that is not in compliance with our policies at the expense of the owner or operator.

**15. Release of Resident.** *You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.* If you’re not entitled to terminate this Lease under these specific circumstances, you won’t be released from this Lease for any reason.

**16. Resident Safety and Loss.** *We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We’re also not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property from fire, flood, water leaks, rain, hail, ice, snow, smoke lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence. We are not responsible for, and will not provide fire or casualty insurance for, your personal property. You are strongly encouraged to secure insurance to protect against all of the above.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

**17. Condition of the Premises and Alterations.**

**17.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You’ll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**17.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we’ll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we’ve consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we’ll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you’ll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

**18. Requests, Repairs and Malfunctions.**

**18.1. Written Requests Required.** *If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our policies* (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn’t waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**18.2. Notifications and Requirements.** You must promptly notify us in writing of water leaks or excessive moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**18.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

**18.4. Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

**18.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if the property is subject to eminent domain. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

## 19. Animals.

**19.1. No Animals Without Consent. *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.*** If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**19.2. Removal of Unauthorized Animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 20. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. If we consent to your request to keep the animal and you complete an Animal Addendum and pay all fees, we'll return the animal to you.

**19.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or other animal rules with or without your knowledge, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**20. When We May Enter.** If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the bedroom or apartment at reasonable times for reasonable business purposes. If nobody is in the bedroom or apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry.

**21. Notice.** Notices to you or any other resident or occupant of the apartment constitute notice to all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. A notice from us to you to pay sums owed only by you will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

**22. Subletting, Transfers, Relocation and Replacements. *Prior written consent required. Replacing a resident, subletting, or assigning a resident's rights is allowed only when we consent in writing.***

**22.1. Transfers.** You must get our prior written approval for any transfer. If a transfer is approved, you must:

- be in compliance with all terms of this Lease;
- execute a new Lease or other agreement for the space to which you are transferring;
- complete all required forms;
- pay a new security deposit in advance if required; and
- pay a transfer fee of \$ 300.00 in advance if you are moving from one unit to another or \$ 300.00 in advance if you are moving from one exclusive space to another in the same unit.

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

**22.2. Relocation.** We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community.

**22.3. Replacement.** If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- a reletting charge or reasonable administrative (paperwork) fee may be due, and a rekeying fee will be due if rekeying is requested or required; and
- the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

**22.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

## Owner's Rights and Remedies

**23. Our Responsibilities.** We'll act with customary diligence to:

- keep common areas reasonably clean, subject to Par. 17;
- maintain fixtures, hot water, heating, and air-conditioning equipment;
- substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- make all reasonable repairs, subject to your obligation to pay for damages and items for which you're liable.

**23.1. Your Remedies. *If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:***

- all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; and
- if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice.

***You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.***

**23.2. Request by Mail.** Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service—after which we'll have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We'll refund security deposits and prorated rent as required by law.

#### 24. Default by Resident.

**24.1. Acts of Default.** You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) you are found to have any illegal drugs or paraphernalia in your apartment; (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

**24.2. Eviction. If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.** Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery to the bedroom or apartment to any occupant over 16 years old; (E) affixing the notice to the inside of the apartment's main entry door; or (F) securely affixing the notice to the outside of the apartment's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. If you are evicted, you must leave the apartment and cannot live in another bedroom or any where else in the apartment. **In an eviction, rent is owed for the full rental period and will not be prorated.**

**24.3. Acceleration.** Unless we elect not to accelerate rent, all rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**24.4. Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or a third-party debt collector we use tries to collect any money you owe us, you agree that we or the debt collector may call you on your cellphone and may use an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. You agree that late charges are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

**24.5. Mitigation of Damages.** If you move out early, you'll be subject to Par. 9 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**24.6. Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

#### 25. Other Important Provisions.

**25.1. Representatives' Authority; Waivers; Notice. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted in accordance with our policies. If the Lease Guaranty is not executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy of the memo, letter, or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

**25.2. Miscellaneous.** All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Par. 3 begins.

**25.3. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence that is beyond our control, then we shall be excused from any further performance of obligations to the fullest extent allowed by law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

### End of the Lease

**26. Move-Out Procedures.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 9 and 24. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the bedroom and apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**26.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**26.2. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.



**27. Surrender and Abandonment.** You have *surrendered* the bedroom and apartment when: (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) bedroom and apartment keys and access devices have been turned in to us—which ever happens first.

You have *abandoned* the bedroom and apartment when all of the following have occurred: (A) you appear to have moved out of the bedroom in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) you’ve been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (D) you’ve not responded for 2 days to our notice left on the inside of the main entry door stating that we consider that you have abandoned the apartment. A bedroom or apartment is also considered abandoned 10 days after the death of a sole resident.

**27.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the bedroom or apartment; determine any security-deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but don’t affect our mitigation obligations.

**27.2. Removal of Property Left in Apartment after Surrender, Abandonment, or Eviction.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you’re judicially evicted or if you surrender or abandon the bedroom or apartment.

**27.3. Storage.** We may—but have no duty to—store property removed after judicial eviction, surrender, or abandonment of the bedroom or apartment. ***We’re not liable for casualty, loss, damage, or theft.*** You must pay reasonable charges for our packing, removing and storing any property.

If we’ve removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late fees, reletting charges, storage charges, damages, etc.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the bedroom or apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

**General Provisions and Signatures**

**28. Disclosure of Information.** We may, but are not obligated to, share and use information related to this lease for law-enforcement, governmental, or business purposes. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

**29. TAA Membership.** We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 6). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership.

**30. Cancellation.** If written cancellation is received within 72 hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

**31. Waivers.** By signing this Lease, you agree to the following:

**31.1. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and ***you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.***

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. **BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.** THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

**31.2. Virus Warning and Waiver.** Due to the inherent risk of exposure to Viruses on the premises as defined in Section 92.001 of the Texas Property Code (the “Premises”), it is important that you diligently follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death. You should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises, including any roommate, are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises, including in your unit:

- (a) **You must exercise due care for your safety at all times.**
- (b) **You agree to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.**
- (c) **You agree to release, indemnify, discharge, and hold us and our representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Viruses, including but not limited to any negligent act or omission by us, which might occur as a result of your being on the Premises.**

**32. Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

**Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature.**

**The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.**

**Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.**

**Resident** (sign below)

(Name of Resident)

Date signed

**Owner or Owner’s Representative** (signing on behalf of owner)

Address and phone number of owner’s representative for notice purposes

**315 College Main Street**

**College Station, TX 77840**

**(979) 977-3315**

After-hours phone number

(Always call 911 for police, fire, or medical emergencies.)

## Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:  
Apt. # TBD at College Station  
Properties KP6 LLC  
  
  
(name of apartments)  
or other dwelling located at \_\_\_\_\_  
  
\_\_\_\_\_(street address of house, duplex, etc.)  
\_\_\_\_\_(city)  
\_\_\_\_\_(state) \_\_\_\_\_(zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (Cimex lectularius) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. **Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

- BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:**
- YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
  - YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

4. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

5. **Notification.** You must promptly notify us:
- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
  - of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; **AND**
  - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.
6. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
7. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
8. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed

	Date signed
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You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

# Bed Bugs

## A Guide for Rental-Housing Residents

*(Adapted with permission from the National Apartment Association)*

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate.

Bed bugs' increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

### Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the

cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

### Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

### Know the bed-bug dos and don'ts.

- **Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don't** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed-bug-eradication protocol set forth by both your owner and their designated pest-management company.





### 1. Dwelling Unit.

## 2. Lease.

- 13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- 13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- 13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.
- 13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.
- 14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.
- 16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.
- 17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.
- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
  - (B) left the animal in the dwelling unit for an extended period of time without food or water;
  - (C) failed to care for a sick animal;
  - (D) violated our animal rules; *OR*
  - (E) let the animal defecate or urinate where it's not allowed.
- 17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.
- 18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.
- 19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

**21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

**22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

**23. Animal Restrictions.** No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the forgoing being true and if you have made any misrepresentation it is a violation of the Lease.

**You are legally bound by this document. Please read it carefully.**

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*

**Resident or Residents** *(all sign below)*

_____	_____
(Name of Resident)	Date signed
_____	_____
(Name of Resident)	Date signed
_____	_____
(Name of Resident)	Date signed
_____	_____
(Name of Resident)	Date signed
_____	_____
(Name of Resident)	Date signed

**Owner or Owner's Representative** *(sign below)*

_____	_____
	Date signed

## Mold Information and Prevention Addendum

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

**1. Addendum.** This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # TBD at College Station Properties KP6 LLC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_.

**2. About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

**3. Preventing Mold Begins with You.** to minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, bathroom, carpets, and floors. Regular vacuuming and mopping of the floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It’s also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

**4. Avoiding Moisture Buildup.** To avoid mold growth, it’s important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks;
- washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;
- leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

**5. Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

**6. Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

**7. Compliance.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can’t fix problems in your dwelling unless we know about them.**

**Resident or Residents** (all sign below)

\_\_\_\_\_

(Name of Resident)

\_\_\_\_\_

(Name of Resident)

\_\_\_\_\_

(Name of Resident)

\_\_\_\_\_

(Name of Resident)

\_\_\_\_\_

(Name of Resident)

\_\_\_\_\_

(Name of Resident)

**Owner or Owner’s Representative** (sign below)

\_\_\_\_\_



Security Guidelines for Residents

Addendum

1. **Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # TBD at College Station  
Properties KP6 LLC

(name of apartments)

or other dwelling located at

(street address of house, duplex, etc.)

City/State where dwelling is located

2. **Security Guidelines.** *We disclaim any express or implied warranties of security.* We care about your safety and that of other occupants and guests. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you perform as a matter of common sense and habit.**

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.

- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt on your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 11 of the Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices , as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

Resident or Residents (all sign below)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

Owner or Owner's Representative (sign below)

Your are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

## LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

**1. Addendum.** This is an addendum to the lease between you and us for Apt. No. TBD in the College Station Properties KP6 LLC

\_\_\_\_\_ Apartments in \_\_\_\_\_ **College Station**,  
Texas **OR**  
the house, duplex, etc. located at (*street address*) \_\_\_\_\_  
in \_\_\_\_\_, Texas.

**2. Number and size.** You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.

**3. Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

**4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

**5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a “flat” cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables “through a window pane,” similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

**6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

**7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.

**8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.

**9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

**10. Security deposit.** Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ \_\_\_\_\_ ☐ effective at time of installation or ☐ effective within \_\_\_\_\_ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal. etc. A security deposit increase does not imply a right to drill into or alter the leased premises.

**11. When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have:

- (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum;
- (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

**12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

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Signatures of All Residents

Signature of Owner or Owner's Representative

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LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. TBD in the College Station Properties KP6 LLC Apartments in College Station, Texas.

2. **Remote control/cards/code for gate access.**

- ☒ **Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 75.00 non-refundable fee.
- ☒ **Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 75.00 non-refundable fee.
- ☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. **Damaged, lost or unreturned remote controls, cards, key fobs or code changes.**

- ☒ If a remote control is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 75.00 deduction from the security deposit.
- ☒ If a card is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 75.00 deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. **Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. **RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Signatures of All Residents

Signature of Owner or Owner’s Representative

## LEASE ADDENDUM REGARDING SMOKING

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. TBD in the  
College Station Properties KP6 LLC

\_\_\_\_\_ Apartments in \_\_\_\_\_ **College Station**,  
Texas **OR**  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Smoking**, in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

**3. Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- ☐ is permitted
- ☒ is not permitted.

Only the following outside areas may be used for smoking:

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 30 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

**4. Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

**5. Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

**6. Definition of smoking.** “Smoking” refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**7. Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

**8. Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

**9. Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no- smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

**10. No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- ☐ Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
- ☐ Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner’s Representative

## CONSTRUCTION ACTIVITIES ADDENDUM

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. TBD in the College Station Properties KP6 LLC

Texas **OR** \_\_\_\_\_ Apartments in \_\_\_\_\_ **College Station**

the house, duplex, etc. located at (*street address*) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Purpose of Addendum.** By signing this Addendum, you acknowledge that existing, ongoing, or future construction on the property may affect your use, view, and enjoyment of such property.

**3. Acknowledgment of Construction on Property.** You acknowledge that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. We do not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, are not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. You also acknowledge that the repair, renovation, improvement, or construction does not represent a breach of our obligations under the Lease Contract.

**4. Use of Amenities and Services.** Repair, renovation, improvement, or construction at the property may create conditions where your use of the property's amenities and services may be limited or not available. You agree to observe and follow any signage regarding construction placed on the property by us or our contractors. Various dangers that may be present include potentially harmful chemicals, construction machinery, construction tools, nails, screws, falling debris, and other items that are typically found at construction sites. No sign or form can contemplate or discuss every possible construction issue that could arise on a property, so you acknowledge and agree that you will use your best judgment and common sense to avoid injuring yourself, your animals, or others as you enter or leave the property.

**5. Noise and Other Disturbances.** Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. You acknowledge that these conditions may create inconveniences that may be beyond your control. You agree that despite these inconveniences, your obligations set forth in the Lease, including payment of rent, will still be in effect.

**6. No Offset of Rent.** To the extent allowed by state law or local ordinance, you agree that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to offset your rent obligations.

**7. Delay of Occupancy.** You acknowledge that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond our control. The Lease will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that we provide you the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

You knowingly and voluntarily accept the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease. You agree that our failure to have the apartment ready on the set date in the Lease due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment or entitle you to any other form of credit, discount or other compensation. We agree that rent will not commence under the Lease until possession is delivered to you.

**8. Displacement.** In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent, shall remain in full force and effect.

**9. Severability.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**10. Release and Waiver of Claims.** *Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury to you, your invitees, your licensees, your occupants, or your guests that results from any condition related to the construction that is occurring on the property. This release is of and from any and all claims, controversies, disputes, actions, demands, causes of action, or liability of every kind and description, known or unknown, at law or in equity, which you or they had in the past, now have, or may hereafter have in the future against us or our management company or either of their agents or employees arising out of or in any way connected, directly or indirectly, with the construction that is occurring on the property.*

**11. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

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Signatures of All Residents

Signature of Owner or Owner's Representative

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## **VIRUS WARNING AND WAIVER ADDENDUM**

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed \_\_\_\_\_,  
\_\_\_\_\_ for Apt. No. **TBD** in the **College Station Properties KP6 LLC**

\_\_\_\_\_ Apartments in **College Station**,  
Texas, OR the house, duplex, etc. located at (street address) \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

Due to the inherent risk of exposure to COVID-19 and/or other virus strains (collectively "Viruses") on the premises as defined in Section 92.001 of the Texas Property Code (the "Premises"), it is important that you diligently follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death. You should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises:

1. **You must exercise due care for your safety at all times.**
2. **You agree to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.**
3. **You agree to release, indemnify, discharge, and hold us and our representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Viruses, including but not limited to any negligent act or omission by us, which might occur as a result of your being on the Premises.**

Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Owner's Representative _____

**College Station Properties KP6 LLC, 315**

**College Main Street #TBD**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Apartment name and unit number or street address of leased premises



## Student Lease Guaranty Agreement

Do not sign this Guaranty Agreement unless you understand that you have the same liability as the resident for rent and other money owed.

### LEASE INFORMATION

#### About the Lease:

Owner's name (or name of apartments): College Station Properties KP6 LLC

Resident name: Hudson Hurtig

Street address: 315 College Main Street

Unit No. TBD Bedroom No. \_\_\_\_\_ (If available)

OR Floorplan D2

City/State/Zip: College Station, TX 77840

Rent for the term: \$ 12708.00

Installment amount: \$ 1059.00

Number of installments: 12

Beginning date of Lease: 08/18/2023

Ending date of Lease: 07/31/2024

### GUARANTOR INFORMATION

Use for one guarantor only.

#### About the Guarantor:

Full name (exactly as on driver's license or gov't ID card):

Victor III Hurtig

Current address: \_\_\_\_\_

City/State/Zip: , \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Alternative number or cell phone: (\_\_\_\_\_) \_\_\_\_\_

Email address: treyhurt@yahoo.com

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. The term "you" in this Guaranty Agreement refers to the guarantor.
- 2. Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 3. Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
- 4. Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- 5. Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.

- 6. Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty Agreement.
- 7. Copy of Lease.** *We recommend that you obtain a copy of the Lease and read it.* This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- 8. Your Acknowledgments.** *You acknowledge that by signing this Guaranty Agreement you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease. You agree to the Class Action and Virus Waivers in paragraph 31 of the Lease and all other Lease provisions.*
- 9. Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.

Signature of Guarantor (electronic signature documented if blank)

Date Guaranty Agreement is Executed

#### FOR OFFICE USE ONLY:

Signature of Guarantor was verified by owner's representative.

Verification was by ☐ phone **OR** ☐ in person **OR** ☐ virtual.

Date of verification: \_\_\_\_\_

Telephone numbers called: \_\_\_\_\_

Owner's representative who talked to Guarantor: \_\_\_\_\_

After signing, please return this Guaranty Agreement to College

Station Properties KP6 LLC

at (street address or P.O. Box) 315 College Main Street,

College Station, TX 77840

Our telephone number is ( 979 ) 977-3315

**You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.**



## UTILITY ADDENDUM

**Apartment Community:** The Rev

**Date:** 10/18/2022

**Residents:** Hudson C Hurtig ("Resident," "you," or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease Contract ("Lease"). All capitalized terms not otherwise defined in this Utility Addendum ("Addendum") will have the same meaning as given in the Lease.

1. **PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:
  - a. **Electric service and associated fees will be paid:**
    - ☐ By Us, entirely
    - ☒ By Us, up to a maximum of \$0 per month per leased bedroom. Any remainder will be charged to you through us or a billing company using one of the following methods:
      - ☒ Direct-metered. Please see the description below
      - ☐ Sub-metering. Please see the description below
      - ☐ Flat Rate, the current flat rate is \$ per month
      - ☐ Allocation: . Please see the description below
    - ☐ By you, directly to the service provider
  - b. **Gas service and associated fees will be paid:**
    - ☐ By Us entirely
    - ☒ By Us, up to a maximum of \$0 per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
      - ☒ Direct-metered. Please see the description below
      - ☐ Sub-metering. Please see the description below
      - ☐ Flat Rate, the current flat rate is \$ per month
      - ☐ Allocation: . Please see the description below
    - ☐ By you, directly to the service provider
  - c. **Water/Sewer service and associated fees will be paid:**
    - ☐ By Us entirely
    - ☒ By Us, up to a maximum of \$0 per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
      - ☐ Direct-metered. Please see the description below
      - ☒ Sub-metering. Please see the description below
      - ☐ Allocation: . Please see the description below
    - ☐ By you, directly to the service provider
    - ☐ By you, Flat Rate, the current flat rate is \$ per month

PUC rules requires the Owner to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ per unit, varying from \$ for the lowest month's bill to \$ for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

- d. **Trash service and associated fees will be paid:**  
☒ By Us entirely  
☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:  
    ☐ Flat Rate, the current flat rate is \$ per month  
    ☐ Allocation: . Please see the description below  
☐ By you, directly to the service provider
- e. **HVAC service and associated fees will be paid:**  
☐ By Us entirely  
☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:  
    ☐ Sub-metering: You will pay for HVAC service based on the apartment unit's consumption measured by a measuring device. Specifically, the HVAC bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the amount of time or amount that HVAC utility was used in that apartment unit compared to the total amount of HVAC utility used by all of the apartment units on the property. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.  
    ☐ Flat Rate, the current flat rate is \$ per month  
    ☐ Allocation: . Please see the description below  
☒ By you, directly to the service provider
- f. **Cable service and associated fees will be paid:**  
☐ By Us entirely  
☒ By you, directly to the service provider, should you elect to establish service
- g. **Internet service and associated fees will be paid:**  
☒ By Us entirely  
☐ By Us (public wireless only) – dedicated service will be paid by You, should you elect to establish service  
☐ By you, directly to the service provider, should you elect to establish service
- h. **Local telephone service and associated fees will be paid:**  
☐ By Us entirely  
☒ By you, directly to the service provider, should you elect to establish service

Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all residents in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease term, Resident must notify Owner in writing. No change in billing options is permitted until all residents have paid all amounts due under the current option and until Resident has signed a new Utility Addendum. If Resident chooses to change from Owner's billing option to the provider option, Resident will not receive a refund of any portion of any previously paid administrative fees, if applicable.

2. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

**Direct-Metered.** We will remain the customer of record for the direct-metered utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge. Charges for each unit will be divided by the number of days each bed was leased in each unit to come up with each Resident's charge. Charges may include all utility and other miscellaneous charges included on the utility provider statement that would be charged as though Resident were the customer of record. All line items that appear on the utility bill will be billed back to you including, but not limited to, trash, taxes, stormwater, and all other miscellaneous charges.

**Sub-Metered.** Your premises is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the sub-meter in your unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.
- b. Your apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

**Allocation.** You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
- b. **Square Footage.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
- c. **Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
- d. **Factored Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.

3. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we, at our sole discretion, may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

4. You agree that we may estimate any and all utility charges above upon your move-out (or at any other time) and such amounts shall be deemed final. You are responsible for all setup, deposits, and activation fees of all utilities not paid for by us. The billing methods described above may be changed by us by providing you with 60 days prior written notice, and you acknowledge that in certain situations it is necessary to make a change to the billing method.
5. At our option, we may bill utilities through a utility billing company or directly by us. These utility charges will be considered as additional rent. For utilities billed directly by our billing company, you must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not we bill you directly or through a utility billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility bill on time is difficult or impossible to determine, but you agree that in the event of a late payment, we and/or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and

mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether we bill you directly or through a utility billing company, utility payments are due as additional rent each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle the Owner to exercise all remedies available under the Lease. The Owner is entitled to use your security deposit to recover unpaid utility charges.

6. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Owner or the local utility(ies)), Owner shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the term of this Lease. In such event, Resident expressly agrees to pay an annual fee of up to \$66 in connection with such utility billing services. You acknowledge that the billing company is not a public utility. Any disputes related to the computation of your bills will be between you and us.
7. **General Information:**
  - a. Any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes – usually us, or a billing company.
  - b. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
  - c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within seven (7) days after we become aware of the issue.
8. Payment for your respective utilities is due no later than sixteen (16) days after the date that the bill is postmarked or hand delivered to your Apartment. In order to avoid late fees, all amounts are due by or before the 1<sup>st</sup> of the monthly billing cycle. You are required to pay the amount due, as additional rent, to the same place that you make your regular rent payments. If your payment is late, if your check does not clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease are available to us.
9. Utilities not paid by us must remain on, in your name, through the Lease end regardless of whether you have moved out, except and unless you have relet the leased premises pursuant to the terms of the Lease. Refusal to maintain utility service in your name, when required to do so, will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.
10. If Resident fails to place all applicable utilities in Resident's name as of the starting date of the Lease term and Owner is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Owner or the billing provider (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Owner for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Owner for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Owner agree that the charge described above is a reasonable estimate of the costs incurred.
11. We may furnish to the premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the premises. We are not liable for any interruption, surge, inability to connect, failure or the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Owner and Owner's property manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.



12. If you want additional cable channels, or alternative providers of cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services.

The installation of a satellite dish is not allowed.

13. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Owner to exercise all remedies available under the Lease.
14. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations, in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Owner, Owner's property manager, and/or its employees. You release Owner and Owner's property manager for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
15. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

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Resident Signature

Date

---

Owner or Owner's Representative

Date

## INSURANCE ADDENDUM

This Addendum is attached to and becomes a part of the Lease. For the duration of the Lease, Resident is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Resident legal liability for damage to Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Resident is required to furnish Landlord with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Resident does not have Required Insurance, Resident is in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice. If Resident furnishes evidence of such insurance, Resident must name Landlord and The Rev as additional interest or interested party and maintain the insurance for the duration of the Lease. If Resident does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Landlord Required Insurance Policy ("LRIP"). The coverage provided under the LRIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LRIP coverage shall be charged to Resident by the Landlord as a recoverable expense or fee under the Lease. Some important points of this coverage, which Resident should understand are:

1. LRIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LRIP. This is single interest insurance. Resident is not an Insured, Additional Insured or beneficiary under the LRIP. All loss payments are made to the Landlord.
2. LRIP coverage is NOT personal liability insurance or renters insurance. LRIP does not cover the Resident's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice to obtain personal liability insurance or renters insurance to protect Resident's interests.
3. Coverage under the LRIP may be more expensive than the cost of Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Resident has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase LRIP without notice and add the total cost associated therewith to Resident's rent payment.
5. Licensed insurance agents may receive a commission on the LRIP.
6. Landlord may have a profit interest or ownership of the insurance company taking the risk of the LRIP.
7. The total cost to the Resident for the Landlord obtaining LRIP shall be twelve dollars and ninety-five cents (\$12.95) per month and shall not be pro-rated for any partial month. This is an amount equal to the actual premium charge to the Landlord including any premium taxes and fees due to state governing bodies and also includes an administrative expense fee of up to five dollars and ninety-five cents (\$5.95) for the expense of processing payments and administering this program. There is no other fee, cost or charge added to or included within this total cost.
8. In the event that loss or damage to Landlord's property exceeds the amount recovered from LRIP or Required Insurance, Resident shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Resident shall remain liable to such other party.
9. It shall be the Resident's duty to notify Landlord of any subsequent purchase of personal liability or Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Resident" may be interchangeable with "Resident" or "Tenant", and "Landlord" may be interchangeable with or "Owner".

Scheduling of the premises under the LRIP is not mandatory and Resident may purchase Required Insurance from an insurance agent or insurance company of Resident's choice at any time and coverage under the LRIP will be terminated by the Landlord.

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Resident Signature

Date

## The Rev - SUMMARY OF CHARGES

I, Hudson C Hurtig, agree that the Total Contract Amount accurately reflects the agreement between myself and The Rev to sign a lease starting 08/18/2023 and ending 07/31/2024 as of 10/18/2022 regarding the recurring monthly payments owed under my lease agreement for floorplan D2. In the event of a conflict in the amount of recurring monthly payments owed in my lease and this Summary of Charges, this Summary of Charges shall control.

I must have my file complete, in accordance with the Rental Criteria, within 7 days of lease sign date in order to receive any incentives. If at any point I do not fulfill my lease agreement, I will be required to pay back the incentive at equal value.

**In accordance with the Student Housing Lease and additional addendums, I understand the Total Contract Amount I owe is \$12,863.40, which will be paid in the monthly installments required by my lease as shown in the installment breakdown below:**

+ \$1,059.00	Rent
+ \$12.95	Additional Rent - Mitigated Risk
<b>= \$1,071.95</b>	<b>Installment Due Monthly</b>
X 12	Number of Installments in Lease Term
<b>= \$12,863.40</b>	<b>Total Contract Amount</b>

*All residents are subject to additional lease fines or citations that are noted in the Student Housing Lease and other addendums.*

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Resident Signature

Date

---

Owner or Owner's Representative

Date

### **The Rev - GUARANTOR WAIVER FEE ADDENDUM**

This Addendum is attached to and a part of the 10/18/2022 Lease Agreement. In consideration of the Resident's payment to the Owner of a Guarantor Waiver Fee ("Guarantor Waiver Fee") with each monthly installment payment in addition to all other amounts owed under the Lease Agreement in the amount of \$46.00 (which shall not be prorated for any partial month), the Owner hereby waives any and all obligations of the Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. This waiver does not constitute insurance. The Owner is not an insurance company nor an insurance producer. The Owner is merely waiving, in consideration of the Guarantor Waiver Fee, the obligations of Resident to provide a qualifying third-party guarantor as otherwise required under the Lease Agreement. The Guarantor Waiver Fee shall not be prorated for any partial month(s), and shall be posted to Resident's account with any installment payment due covering any period(s) of time when the resident has not provided and maintained all required documentation pertaining to a qualifying third-party guarantor acceptable to Owner.

Resident acknowledges and understands that Owner may elect to purchase third party insurance to indemnify, protect and insure Owner against risk of loss from a default by the Resident under the Lease Agreement, which loss may have been avoided had the Resident provided a qualifying third party guarantor acceptable to Owner. Resident acknowledges and understands that in the event that a third party insurer makes a payment to Owner as a consequent of a default by the Resident, the insurer will be subrogated to Owner's right to be paid such defaulted amounts and Resident expressly agrees to pay or reimburse insurer for the amounts paid by the insurer to Owner related to such default, together with any costs of collection, including reasonable attorney's fees.

I HAVE READ AND AGREE TO THE TERMS OF THIS ADDENDUM.

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Resident Signature

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Owner or Owner's Representative



## The Rev LEASE ADDENDUM – DELAY OF OCCUPANCY

This Lease Addendum (this "Addendum") is made and entered into as of 10/18/2022. The Student Housing Lease Contract (the "Lease") to which this Addendum is attached is by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease.

1. **ADDENDUM.** The Lease is amended to include the terms of this Addendum. If the Lease, the Construction Addendum, or any other addendum to the Lease, and this Addendum are not consistent, this Addendum controls.
2. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, Owner is not responsible for the delay. The Lease will remain in force subject to abatement of rent on a daily basis in the form of a prorated discount on an installment payment during delay. In the event Owner cannot deliver possession of the Unit to you on the Commencement date through no fault of Owner or its agents, Owner shall have no liability and the Rent herein provided shall not abate. Owner or its agents shall have thirty (30) days after the Commencement Date in which to give possession of the unit to Resident, and if possession is tendered within such time, Resident agrees to accept the Unit. In the event possession cannot be delivered within such thirty (30) day period, the Lease and all rights and obligations thereunder shall terminate upon conclusion of the thirty (30) day period from Commencement Date.

Rent abatement does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Leased Premises.

3. **BINDING AGREEMENT.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns.

**RESIDENT:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**OWNER OR AUTHORIZED AGENT:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# COMMUNICABLE DISEASE ADDENDUM

This Communicable Disease Addendum ("Addendum") is made part of the Lease Agreement ("Agreement") dated 10/18/2022, between Hudson C Hurtig ("Resident" and "you") and College Station Properties KP6 LLC ("Owner" and "us") for the Residence unit (the "Residence") in the The Rev community (the "Property"). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

## 1. DEFINITIONS.

- a. **OWNER'S RELATED PARTIES:** Includes the Owner, the Property, the property manager and each and every of each of their respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives.
- b. **RESIDENT'S RELATED PARTIES:** Other co-Residents, occupants, members of your household, your family, guests, agents and others under your control.

2. **COMMON AREA AMENITIES.** The Residence is part of a multi-family/multi-tenant residential complex. Various services, equipment and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for cleaning or safety reasons, including for reasons related to COVID-19, viruses, or other communicable diseases (collectively "Virus" or "Viruses").

3. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- Must comply with all Owner rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities related to any Virus. We may periodically modify Owner's rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property;
- Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us and Owner's Related Parties (and the HOA if the Residence is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties. "\*\*\*\*\*"

4. **ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE.** While we will periodically clean Common Area Amenities, we do not guarantee that they, or the people in them, will be Virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has a Virus). To protect yourself, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and your health care provider(s), which may include (but not limited to):

- washing your hands after touching any Common Area Amenity;
- avoiding touching your face;
- maintaining social distancing (6 feet) and wearing masks when outside of your Residence;
- not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** To keep you and Owner's Related Parties safe, we may:

- utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);
- offer virtual meetings
- close the leasing office
- offer alternate payment methods
- offer online lease renewal
- utilize other technology
- restrict or regulate Common Area Amenities use
- limit maintenance to emergency maintenance only and/or defer non-essential maintenance.
- change other business practices to reduce risk

Ask us if you have any questions about our current policies.

6. **ILLNESS.** If you (or a household member) develops COVID-19 symptoms, or have tested positive for COVID-19 or any other Virus, seek advice from your health care professional, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and follow their recommendations. If it is recommended that you self-quarantine or isolate to avoid creating risk for others, do not use Common Area Amenities.

7. **ASSUMPTION OF RISK, WAIVER, AND INDEMNITY.** To the maximum extent allowed by law:

- use of the Common Area Amenities is at the sole risk of you and your Related Parties;
- you assume all risk of harm, and waive all claims against any of Owner and/or Owner's Related Parties, related to any Viruses, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF OWNER AND/OR OWNER'S RELATED PARTIES** to the fullest extent permitted by applicable law;
- you agree that any Virus-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against any of Owner and/or Owner's Related Parties;
- RESIDENT AGREES TO HOLD OWNER AND/OR OWNER RELATED PARTIES HARMLESS, AND FULLY DEFEND AND INDEMNIFY EACH AND EVERY ONE OF OWNER AND/OR OWNER RELATED PARTIES FROM ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, RELATED TO: (i) RESIDENT'S BREACH OF THIS ADDENDUM; (ii) RESIDENT'S USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES; AND/OR (iii) ANY RESIDENT RELATED PARTIES' USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES.

8. **NO VIRUS FREE REPRESENTATIONS OR WARRANTIES.** Resident understands that Owner, the Property, and any and all Owner's Related Parties make no representation or warranty, express or implied, that the Property, Common Area Amenities, any portion of either of them, and/or any equipment located in either of them do not contain a Virus. The Owner, Property, and any and all Owner Related Parties disclaims, excludes, and denies any and all warranties (express and/or implied) as to the presence (or not) of any Virus within the Property, Common Area Amenities, any portion of either of them, and/or an equipment located in either of them.

9. **NO EARLY TERMINATION OF LEASE CONTRACT.** Resident acknowledges there is no right to early termination of the Agreement related to Viruses and Resident will not be released from the Agreement for any reason related to any Virus, including, but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, loss of roommates or occupants, loss of employment, bad health, restrictions, closures, emergency orders, online classes or any other effects of any Virus are not grounds for the early termination of the Agreement. However, Resident may have special statutory rights under applicable law to terminate the Agreement in certain situations in accordance with applicable law, and this provision is not and is not intended to be a waiver of any such rights.

10. **COMPLIANCE.** Your compliance with this Addendum is important for your safety, as well as that of your Related Parties, Owner's Related Parties, and others). It is Resident's responsibility to inform any Resident Related Parties of the terms of this Addendum and ensure any and all Resident Related Parties comply with the terms of this Addendum. Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy.

11. **ENFORCEMENT IN COMPLIANCE WITH APPLICABLE LAW.** Every provision of these Addendum is intended to be enforced to the maximum extent permitted by applicable law, and only to the maximum extent permitted by applicable law. No one entering into this Addendum intends for any provision in this Addendum to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

Date: \_\_\_\_\_  
\_\_\_\_\_

Owner

Date: \_\_\_\_\_  
\_\_\_\_\_

Resident

Date: \_\_\_\_\_  
\_\_\_\_\_

Resident

Date: \_\_\_\_\_  
\_\_\_\_\_

Resident

## **COMMUNITY RULES – COVID-19**

Out of an abundance of caution, and in order to best promote a healthy community for our employees, vendors, residents, and guests, The Rev (“Community”) is updating its rules and policies due to COVID-19. The Community requires its employees, vendors, residents, and guests to comply with these rules and procedures (collectively “Rules”) that encourage social distancing, good hygiene, and environmental cleanliness and sanitization.

We all have a role in limiting the spread of COVID-19. These Rules related to the access to and use of the Community's common areas, amenities, facilities, equipment, etc. (collectively, “Common Areas”) have been developed with the health of employees, vendors, residents, and guests in mind and in accordance with state/local orders and guidance from public health authorities.

Community vendors, residents, and guests **MUST**:

1. Follow health and safety guidance from state/local government and public health authorities (additional resources can be found online at: World Health Organization – [www.who.int/en](http://www.who.int/en); Centers for Disease Control and Prevention – [www.coronavirus.gov](http://www.coronavirus.gov); the State and County health department websites applicable to the Community).
2. Comply with all posted signs and published rules relating to any and/or all Common Areas.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
4. Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
5. Utilize the Community's reservation system (if applicable) and respect any time limits that apply for usage.
6. Wash or disinfect hands upon entry into any Common Areas and after using any Common Areas or interacting with other individuals not within the same household.
7. Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
8. Leave any outdoor furniture where it is; do not move furniture.
9. Wear a face cloth covering (over nose and mouth) when entering, using, and/or being present in any Common Areas.
10. Always assume that anyone could have COVID-19.

The Community's residents' and/or guests' permission for use of the Common Areas is a privilege and license granted by the Community, and not a contractual right except as otherwise provided for in a lease with the Community. Such permission is expressly conditioned upon adherence to the terms of the Lease, the Community's rules (including these Rules) in effect at any given time, and such permission may be revoked by the Community at any time for any lawful reason. In all cases, the strictest terms of either the Lease or the Community's rules (including these Rules) shall control. The Community reserves the right to set the days and hours of use for some or all Common Areas and to change the character of or close any of the Common Areas based upon the needs of the Community and in the Community's sole and absolute discretion, without notice, obligation or recompense of any nature to anyone. The Community may make changes to the Community's rules (including these Rules) for use of any of the Common Areas at any time.

**Anyone using any of the Common Areas does so at their sole risk, and expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to their use of the Common Areas. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ANYONE USING THE COMMON AREAS, INCLUDING ANY RESIDENT(S), AGREES TO HOLD THE COMMUNITY HARMLESS AND RELEASE AND WAIVE ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR**

**LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, THAT THEY MAY HAVE AGAINST THE COMMUNITY THAT ARE IN ANY WAY RELATED TO OR ARISE FROM SUCH USE. This provision shall be enforceable to the fullest extent of the law. The term "Community" shall include the property manager and Owner, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.**

**THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AND THESE RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD THE COMMUNITY HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Community" shall include the property manager and Owner, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.**

**RESIDENT UNDERSTANDS THAT THE COMMUNITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ANY PORTION OF THE COMMUNITY, ITS COMMON AREAS, AND/OR ANY EQUIPMENT PROVIDED IN ANY COMMON AREAS DO NOT CONTAIN COVID-19. THE COMMUNITY DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE COMMUNITY, THE COMMON AREAS, AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO AND/OR INJURY, ILLNESS, AND/OR DEATH FROM COVID-19.**

Every provision of these Rules is intended to be enforced to the maximum extent permitted by law, and only to the maximum extent permitted by law. The Community does not intend for any provision in these Rules to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

**THE COMMUNITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COMMON AREAS ARE FREE OF COVID-19 OR THAT PERSONS USING THE COMMON AREAS ARE NOT INFECTED WITH COVID-19.**

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Owner or Owner's Representative Date

## COMMUNITY RULES AND REGULATIONS ADDENDUM

The following Community Rules and Regulations Addendum (hereinafter referred to as "Rules") are a binding part of your Lease. We provide these Rules for your benefit and the benefit of the other residents of the community. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Please further understand that any violation of one of these Rules constitutes a default under the Lease. In accordance with your Lease and these Rules, you will be charged for violation of these Rules to the fullest extent permissible by law in order to offset those increased cost. Such charges are due and payable at the same time as the succeeding month's rent installment. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.

### **ANY PORTION(S) OF THESE RULES APPLICABLE TO AMENITIES NOT AVAILABLE AT YOUR COMMUNITY DO NOT APPLY**

- 1. MOTOR VEHICLES AND PARKING.** When entering or leaving a designated Parking area, any Vehicle shall be operated carefully and at a speed not in excess of **ten (10) miles per hour**. ***The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN VEHICLES ARE NOT ALLOWED AT THE COMMUNITY.*** Resident agrees to abide by all normal parking and, will not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas, block trash receptacles or otherwise violate parking provisions in force from time to time. Resident shall not allow any vehicle to be parked in the community in an area other than in a designated parking area, or any non-operative vehicle to be placed in the designated parking space or elsewhere in the community. In the event of non-compliance, the vehicle shall be towed by the Owner at the expense of the Resident. All parking shall be entirely at Resident's risk. Resident agrees to abide by any parking rules or regulations established by Owner. In the event parking decals shall be required, Resident agrees to display such decal as instructed. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident's vehicle and the vehicles of Resident's guests may be subject to being towed at Resident's expense or to fines put in force by the Owner from time to time. Performing mechanical work thereon is strictly prohibited unless special areas are designated in Owner's sole discretion. Due to the chemicals in the city water and the continued problem of Resident(s)/Guest(s) breaking sprinkler heads in the common areas, Owner will not be held liable for streaking or sun spots caused by water hitting Resident('s)/guest('s) vehicle.

Owner or Owner's representative may have any vehicle towed or booted according to state law at the owner or operator's expense at any time if the vehicle:

- Has a flat tire
- Is on jacks, blocks, or has a wheel missing
- Takes up more than one parking space
- Belongs to a Resident or occupant who has surrendered or abandoned the leased premises
- Is in a handicapped space without the legally required handicapped insignia
- Is in a space marked for visitors, managers, or staff
- Blocks another exiting vehicle
- Is in a fire lane or designated "no parking" area
- Is in a space marked for a specific resident or apartment
- Is on the grass, sidewalk, or patio
- Blocks a garbage truck from access to a dumpster
- Has no current license, registration, or inspection sticker and Owner or Owner's representative has given at least ten (10) days' notice that the vehicle will be towed.

Owner or Owner's representative is not responsible for informing guests about visitor parking areas.

- 2. WINDOWS AND TREATMENTS.** Owner provides blinds on windows and such blinds will not be removed or taken down. If Resident installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed by Resident or at Resident's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors or damage to any part of the unit caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Resident. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. No signs can be placed on the inside of the unit that are visible from the exterior of the unit. Windows and doors shall not be obstructed.
- 3. PATIOS AND DECKS.** Patios and decks shall not have any clothes, rugs, towels, or other items hanging on or over balconies.

Patios and decks will be kept neat and clean and will not be used for storage of automobile tires, unsightly or heavy items or garbage or refuse. Only outdoor furniture and related patio items may be placed outside. MAXIMUM CAPACITY IS LIMITED TO SIX (6) PEOPLE ON EXTERIOR DECKS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, OWNER SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURIES DUE TO OVERLOADING OF DECKS. Owner reserves the right to impose reasonable fines for the violation of this provision. ***Grills are not allowed on the decks or patios under any circumstance. Charcoal grills are allowed to be used on site, but must remain 15 feet away from the building during use. PROPANE TANKS are NOT allowed on site at any point in time. Owner reserves the right to impose reasonable fines for violations of these Rules.***

4. **TRASH AND GARBAGE.** All trash and garbage shall be placed into dumpsters in locations designated by Owner. Resident shall not place any trash on top of or beside the dumpster. Owner reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Residents (including, not limited to, cigarette butts, beverage bottles/cans in the common areas). No rubbish, garbage or debris or any kind shall be dumped, placed or permitted to accumulate upon any portion of the unit or community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should Resident fail to keep the yard of the unit free from trash and garbage, Resident will be fined a **\$25.00** fee per bag (daily). This fee will also be charged if Resident:
  - a) leaves trash or garbage by any entrance,
  - b) does not clean the unit and the common areas (including the parking lot) by 9:00 a.m. the day after a party or
  - c) does not clean Resident's litter in and around the pool areas.***\*Owner reserves the right to increase fines according to severity of violation and to charge Resident for professional cleaning fees. Increasing fines or charging a Resident for professional cleaning fees is not an exclusive remedy under the Lease, and Owner reserves the right to seek other remedies, including, but not limited to, eviction of the Resident.***
5. **CIGARETTE BUTTS.** Resident must consult with the leasing office for its smoking policies or prohibitions. All cigarette butts should be placed in designated containers. As permissible by law, a fine (not to exceed \$25.00) will be assessed for excess littering of cigarette butts outside of a unit. **CIGARETTE BUTTS DISCARDED IN LANDSCAPED AREAS ARE A FIRE HAZARD.**
6. **KEYS.** Owner shall be entitled to retain a key to the leased premises and mailbox for emergency usage or as otherwise permitted by this Lease. Owner shall not be responsible for replacing lost or misplaced door or mailbox keys. Resident(s) shall not re-key any locks or install or replace any locks on or in the unit or mailbox. Failure to return all keys will result in a \$50.00 fine. If the Resident becomes locked out of the unit, the Resident will be charged a minimum of \$50.00 to gain re-entry during non-business hours.
7. **PLUMBING.** Resident shall not place any paper towels, sanitary napkins, tampons or Q-tips in any toilet. Resident shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Resident shall not permit any dirt, sweepings, rubbish, rags, ashes or other substance to be placed therein.
8. **APPLIANCES AND FIXTURES.** Resident shall keep appliance manuals together and refer to manuals if unsure how to use appliance. The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident, shall be paid by Resident.
  - Ovens: Ovens are self-cleaning. **RESIDENTS ARE PROHIBITED FROM USING ANY KIND OF OVEN CLEANER.**
  - Refrigerator: Please note that if the refrigerator is moved out too far or is not moved back carefully, the supply line to the icemaker may become loose or crimped causing minor to severe leaks. Any and all damage will be charged to Resident(s). Please call the office to set up an appointment with maintenance if help is needed.
  - Dishwasher: Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Please do not attempt to wash clothes in the dishwasher.
9. **UTILITIES.** During the months of cold weather, Resident will see that the heat is not cut off and the thermostat shall not be set lower than 50 degrees Fahrenheit. Resident shall take any other necessary steps to prevent bursting of water pipes serving unit. Resident shall be liable for any and all damages caused by failure to take such reasonable precautions, including damage to personal property of others. Resident must keep utilities (electricity, water, etc.) and the HVAC system turned on throughout the Lease Term to maintain appliances in operating order and provide heat in cold months. During vacations, **DO NOT TURN OFF POWER**, power affects refrigerator – food spoilage, heat-water pipes and security system. Any damages from utilities being turned off until Owner gains possession shall be paid by Resident. If Resident chooses not to live in the unit at any time during the Lease Term, Resident is still responsible for his/her portion of all utilities until the Expiration Date.
10. **POWER FAILURE.** In the event of power failure, Resident(s) shall check the circuit breaker inside the unit before reporting such power failure to Owner.
11. **LIGHT BULBS.** Resident, at Resident's expense, shall be responsible for replacement of all interior/exterior light bulbs and tubes. All

bulbs and tubes must be operational at the time the Resident vacates the unit. Colored bulbs are not allowed in front door or back door exterior light fixtures. Residents may not remove front or back door exterior light bulbs or globes. Owner reserves the right to impose a reasonable charge for replacement of front or back door exterior light bulbs or globe if removed. Resident needs to make an appointment with maintenance if help is needed replacing fluorescent or other bulbs.

12. **CARPET.** Use caution with the following substances as they will bleach/stain your carpet; fingernail polish remover, acne medicine, bleach, plant food, Kool-Aid and grape juice.
13. **COUNTER TOPS.** Residents shall not use the countertop as a cutting board. Resident shall use caution to not stain the countertop.
14. **AIR CONDITIONING FILTERS.** Owner shall have the return air filters changed in a manner deemed appropriate to Owner to insure proper maintenance of the heating and cooling units. Owner shall be entitled to enter the unit to perform such maintenance.
15. **GENERAL MAINTENANCE.** Resident shall keep and maintain the unit in a clean, safe, orderly, sightly and sanitary condition. Resident is responsible for promptly reporting any damage done or need for repair to unit to Owner. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Resident shall close windows and doors during the absence of Resident and during inclement weather to avoid damage or loss. Resident is liable for any damage to interior resulting from failure to exercise reasonable care.
16. **SAFETY.** Resident shall immediately notify Owner in writing of any burned-out exterior lights, faulty locks (including windows) or lost keys. Resident shall immediately report to police and then Owner any suspicious persons, storage vehicles or unusual activities in or about the community. Prior to allowing entry into the unit, Resident shall demand credentials from all maintenance personnel. Resident will keep doors closed and locked at all times.
17. **STORAGE.** For the safety of all Residents, storage of any flammable or explosive items is strictly prohibited in, on or about the leased premises, and the community.
18. **SOUND AND COMMON AREAS.** Resident shall respect the privacy of all other residents in the community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible outside the unit is permitted. No band instruments shall be played in the unit or in the community. No music lessons, either vocal or instrumental shall be permitted on the unit or the community. No CB base stations or radio or television or wires are permitted outside the unit. No wiring or cables whatsoever other than those furnished by Owner with the unit is permitted. Accordingly, no obnoxious, boisterous or offensive activity shall be carried on, in or around any unit or the community. Each Resident, his family and guests shall refrain from any act or use of the unit or community which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident of the community. The Owner acknowledges the right of Resident to entertain friends and to have parties inside the unit, but requires that order and tranquility prevail. No obscene, indecent or lascivious conduct shall be permitted whatsoever within the community or within the unit when such conduct can be seen or overheard by persons adjacent to or in the common areas. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the community, in the parking lots, or at the entrances to the community. No motor vehicle of any type or description and no bicycle shall be permitted upon the community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles shall be permitted within the parking lots except in the areas designated for it.
19. **SOLICITATION.** Solicitation shall not be permitted anywhere in the community or on the sidewalks adjacent to the community, either by Residents or outside solicitors for business purposes, political purposes or for religious purposes. Please report all violators to the office immediately.
20. **AMENITIES.** Use of the pools shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, clubhouse or recreation facilities except in the accompaniment of a Resident. To the extent permitted by Applicable Laws, Resident does hereby release, relinquish, discharge and indemnify Owner and Owner's authorized representatives, and hold Owner and Owner's authorized representatives harmless against all claims for personal injury sustained by Resident and Resident's family and guest in their use and enjoyment of the pool or other provided facilities within the community. This section does not exculpate or limit the liability or costs of the Owner or Owner's authorized representative arising as a result of the Owner or a management company's willful misconduct.
21. **HOT TUB.**
  - Hot tub hours are from 10:00 am to 10:00 pm Sunday through Thursday, and 10:00 am to 12:00 am on Friday and Saturday.



- Do not exceed the maximum number of users.
- Persons under the age of 14 should have adult supervision.
- Anyone with a communicable disease capable of infecting others is prohibited from using the hot tub.
- No glass containers. Keep all breakable objects out of the hot tub area.
- No food is permitted in or around the hot tub.
- Proper swimwear must be worn at all times. Loose articles dropped into hot tub will burn out the motor.
- For your convenience, a timer has been installed on the hot tub.
- No more than 2 guests per Resident at any given time. Guests must be accompanied by Resident.
- If you are pregnant, do not use the hot tub without medical consultation. Do not allow small children to use the hot tub. Hot water exposure limitations vary from person to person.
- If you suffer from heart disease, diabetes, high or low blood pressure or other health problems. Do not enter the hot tub without prior medical consultation with your doctor. Overexposure to hot water may cause nausea, dizziness and fainting.
- Do not use the hot tub while under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raise/lower blood pressure.
- Do not use the hot tub if the temperature is above 104 degrees Fahrenheit (40 degrees Centigrade). Lower water temperatures are recommended for extended use (exceeding 10 – 15 minutes) and for young children.
- Enter and exit slowly.
- Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the hot tub.
- Do not operate the hot tub during severe weather conditions, e.g. electrical storms or tornadoes.
- Do not use or operate the hot tub if the suction outlet cover is missing, broken or loose.

**22. GLASS CONTAINERS ARE NOT ALLOWED AT OR AROUND THE POOL AREAS. THERE WILL BE A FINE OF \$25 PER OCCURENCE FOR THOSE RESIDENTS OR THEIR GUESTS FOUND TO HAVE GLASS IN OR AROUND THE POOL.**

**23. NUISANCE.** Resident shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the unit, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Owner or any of the other occupants of the community or the guests and invitees or any others lawfully in or around the community. Upon notice by Owner or occupants of the community to Resident that any of the aforesaid is occurring, Resident agrees to forthwith remove or control the same. Owner does allow parties, but expects Resident to be responsible. Resident or Resident's Guest(s) shall not damage the unit or surrounding community including landscaping. Any garbage or trash is to be picked up the following day by 12:00 noon (this includes the parking lot). Keep noise level down.

**24. VACANT BEDROOMS.** Use of vacant bedrooms within the unit is strictly prohibited. All residents within the unit will be equally billed monthly rent and charged for cleaning and repair of any vacant bedrooms used in violation of this provision. It is understood that Resident will be occupying the unit jointly with other Residents, and Resident shall also be held liable for a pro rata share of any damages to the unit Common Areas including, but not limited to, its furnishings, fixtures, walls, ceiling, floor, windows, screens and doors unless the party solely responsible for such damages can be reasonably ascertained.

**25. SPRINKLER SYSTEM.** Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in units. A simple depression of the sprinkler head will result in a total the draining of water from the system. Owner will not be responsible for any personal property or other damages incurred from such situations. Resident will be responsible for the payment of all damages from activating the system, which could include damage to surrounding units and the entire building.

**26. CARPET AND/OR VINYL REPLACEMENT.** Resident(s) agrees to be responsible for the full cost to replace the carpet and/or vinyl in the unit and bedroom designated above for excessive damage. If unit Common Area carpet and/or vinyl should need replacing, the replacement will be of similar and like material and the Resident will share the cost of replacement in equal amounts with other residing Resident's sharing the unit Common Area. The cost of carpet and/or vinyl replacement for this floor plan will be determined at move out and subject to current market rates by vendor. At move-out, if the carpet and/or vinyl must be replaced due to pet damage, the assessed cost to Resident(s) will be actual cost to replace the carpet and/or vinyl charged by the contractor to the unit(s) and any other charges that may result from a pet. In the event that Resident does not pay such sum within ten (10) days of being notified that such sum is due, either through a security deposit disposition notice or otherwise, Owner shall be entitled to pursue any and all rights and remedies provided for in the Lease to collect such sum from Resident including, but not limited to, filing suit to recover such sum and reporting such sum as being due to the appropriate credit reporting agencies.

**27. PACKAGE RELEASE. RESIDENT AGREES TO THE FOLLOWING: I GIVE PERMISSION TO THE OWNER, OWNER'S**

REPRESENTATIVES, MANAGING AGENTS, AND EMPLOYEES TO ACCEPT PACKAGES ON MY BEHALF. I ALSO HOLD HARMLESS AND UNDERSTAND THAT THE OWNER, OWNER'S REPRESENTATIVES, MANAGING AGENTS, EMPLOYEES AND ALL OTHER SUBSIDIARIES ARE NOT LIABLE OR RESPONSIBLE FOR THE ACCEPTANCE OF SUCH PACKAGES THAT ARE DELIVERED TO RESIDENT(S) BY THE UNITED STATES POSTAL SERVICE, UPS®, FEDEX®, FEDEX EXPRESS®, OR ANY OTHER MAIL DELIVERY SERVICE.

THIS SHALL INCLUDE PACKAGES THAT ARE DELIVERED TO THE LEASING OFFICE OR THAT ARE LEFT OUTSIDE THE RESIDENT'S UNIT BY THE DELIVERER. RESIDENT(S) SHALL BE RESPONSIBLE FOR NOTIFYING SENDERS OF THE PROPER ADDRESS (INCLUDING UNIT NUMBER) AND DELIVERY METHODS TO ENSURE THE PACKAGE IS RECEIVED.

IN ADDITION, I FULLY UNDERSTAND THAT THE OWNER, OWNER'S REPRESENTATIVES, MANAGING AGENTS, AND EMPLOYEES HAVE THE RIGHT TO REFUSE ACCEPTANCE OF ANY PACKAGE(S) AND RETURN ANY PACKAGES IF NOT REMOVED FROM THE MANAGEMENT/LEASING OFFICE WITHIN 3 BUSINESS DAYS.

**28. RESIDENT COMMUNICATION.** You consent to our use of your cell number for texting and your email addresses to communicate with you regarding the Lease, the community, the leased premises and your occupancy. Except for notices to vacate and any other legal notices which specify a particular method of delivery, we may send you any notices or information via text or email. You may send us information via text or email except for your intent to move out and notice of our default.

**29. PRIVACY POLICY.** The purpose of this policy is to outline some of our procedures relating to the confidentiality and security of sensitive personal information, including social security numbers, disclosed to us by prospective and existing residents. For the purposes of this policy, the term "sensitive personal information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number;

(ii) driver's license number or government-issued identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account. This term does not include publicly available information that is lawfully made available to the general public from the federal government or a state or local government.

- Collection and use of sensitive personal information. When you apply to rent a bedroom or unit in our community, we will ask you to disclose certain sensitive personal information on your rental application and possibly other lease documentation. This sensitive personal information will be used by us for business purposes including confirmation of your identity, determination of your eligibility for rental and collection of amounts you owe.
- Protection and access to sensitive personal information. We will keep the sensitive personal information you provide to us in our files. If you become a resident in our community, we will keep the sensitive personal information in a resident file. If you do not become a resident, we will keep your sensitive personal information in a general file. Personnel with the Owner and management company, if applicable, will have access to our files. We also reserve the right to disclose sensitive personal information for business related reasons to others such as independent contractors, credit reporting agencies, collection agencies or prospective purchasers or their agents in a manner allowed by law.
- Disposal of records containing sensitive personal information. It is our policy to dispose of records that contain sensitive personal information by shredding, erasing, or by other means making the sensitive personal information unreadable or undecipherable.
- Taking corrective action. In the event that you experience identity theft or we discover that there has been unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information, as defined above, we will comply with all applicable law with respect to taking appropriate corrective action.

This policy has been designed to meet the requirements of applicable law with respect to the adoption of a privacy policy. Nothing contained in this policy shall constitute a representation or warranty of any type whatsoever that sensitive personal information will not be misplaced, duplicated, or stolen. No liability is assumed with respect to any such occurrences.

**30. FITNESS CENTER AND RECREATION ROOM.** The fitness center and recreation room are for the use of Residents and their guests or invitees. Guests and invitees must be accompanied by Resident. Persons under 14 years of age should have adult supervision.

- Residents are reminded to keep body clear of weights and other moving parts when using fitness equipment.
- Do not use equipment if you are taking any medication that causes drowsiness.
- Residents are not to make repairs on fitness equipment. Report any problem to Owner or Owner's representatives.
- Use the equipment only in the manner intended by the manufacturer. Improper use of equipment may cause serious injury or death.
- Residents are requested not to use, adjust or operate fitness equipment beyond their physical limitations.
- Residents are requested to report vandalism and unauthorized users. Vandals will be prosecuted.

- Drinks are not permitted. No glass containers are permitted. Food is not allowed in the fitness center or near equipment in the recreation room. No alcoholic drinks are allowed in the fitness center or recreation room at any time.
- Residents are responsible for cleaning up any area where they have left a mess, and cleaning of machine after use.
- Smoking is not permitted.
- Residents are not authorized to remove equipment or furniture from the fitness room, recreation rooms, or other community common areas.
- Resident's failure to comply with these instructions may result in loss of privilege in access to and use of the fitness equipment.
- To the extent permitted by Applicable Laws, Owner will not be held responsible for any personal injury and or punitive damages as a result of fitness equipment use, application or negligence.
- Owner reserves the right to change hours of operation when it solely deems appropriate as the result of abuse or vandalism of the equipment or fitness room.

**FITNESS CENTER RELEASE.** For and in consideration of Owner allowing the undersigned to use the exercise and weight room located at the community (the "Fitness Center"), Resident agrees to the following:

- **NEITHER THE OWNER NOR ITS AGENT(S) SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY THAT I MIGHT SUSTAIN AS A RESULT OF MY USE OF THE FITNESS CENTER. I AGREE THAT MY USE OF THE FITNESS CENTER IS AT MY OWN RISK AND I ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURIES, WHICH MAY RESULT, FROM MY USE OR USE BY MY GUESTS OF THE FITNESS CENTER.**
- **I AGREE TO RELEASE, RELINQUISH, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO MY OR MY GUESTS' USE OF THE FITNESS CENTER, INCLUDING, BUT NOT NECESSARILY LIMITED TO, ANY OF MY OR MY GUESTS' OF THE FITNESS CENTER.**
- **I AGREE TO FOLLOW ALL RULES AND REGULATIONS ESTABLISHED BY THE OWNER AND ITS AGENT WITH RESPECT TO THE USE OF THE FITNESS CENTER. I UNDERSTAND THAT ANY INSTRUCTORS IN THE FITNESS CENTER ARE INDEPENDENT CONTRACTORS AND NEITHER THEY NOR THE OWNER AND ITS AGENT ARE NOT TO BE RELIED UPON FOR MY HEALTH OR SAFETY. I HEREBY REPRESENT TO THE OWNER AND ITS AGENT THAT (1) I WILL ONLY USE THE EQUIPMENT IN THE FITNESS CENTER WHICH I AM CAPABLE OF USING AND UNDERSTAND HOW TO USE SAFELY, (2) I DO NOT HAVE ANY HEALTH PROBLEMS WHICH WOULD RESTRICT MY ABILITY TO USE THE FITNESS CENTER; AND (3) WHETHER OR NOT ANY HEALTH PROBLEMS EXISTS, I AM USING THE FITNESS CENTER AT MY OWN RISK AND DISCRETION.**

**31. CONTROLLED ACCESS GATE NOTIFICATION.** For and in consideration of the Lease of which these Rules are a part, the undersigned Resident certifies that he or she has read and understands and agrees to the following:

Resident acknowledges that if Owner has furnished a controlled access gate ("Gate") at the community, it is for the sole purpose of protecting the community and not for Resident's security; any benefit Resident may receive is only incidental to the purpose of protecting the community. The installation or use of the Gate shall not in any way prevent Owner, at any time, from permanently removing the Gate. Owner has absolutely no obligation to continue to maintain the Gate and should Owner elect at any time to remove the Gate, Owner shall be under no obligation to notify Resident of the removal and the removal shall not be a breach of any express or implied warranty, covenant or obligation. Resident represents and warrants that Resident understands how to use the Gate and how the Gate functions. Resident further represents and warrants that Resident shall not act in any way to impair the use or function of the Gate. Resident will notify Owner should Resident discover that the function of the Gate is impaired.

Resident acknowledges that Resident's security is the Resident's responsibility and the responsibility of the local law enforcement agency. In the event that Resident is in need of police protection of any kind, Resident will contact the local law enforcement agency. Resident should not contact the answering service or management office for Resident's security needs for this will only delay the response time. Owner's installation or use of the Gate does not constitute a voluntary undertaking, representation or agreement by Owner to provide security for Resident and his or her guests and/or invitees. There is absolutely no guaranty that the presence of the Gate will in any way increase Resident's personal security or the safety of his or her guests and/or invitees or their respective belongings. The Gate is a mechanical device and can be rendered inoperative at any time.

**32. TANNING CENTER POLICIES (IF APPLICABLE)**

- Tanning facilities are for residents only.
- Tanning hours are available in the office and are subject to change at sole discretion of Owner.
- Resident must arrange for a time to use the tanning center with Owner and sign a release in the form required by the Owner to use the tanning center.
- For the safety of Resident and the courtesy of others, Resident cannot use the tanning center more than once per 24-hour period.
- Avoid too frequent or lengthy exposure. As with natural sunlight, exposure to a sunlamp may cause eye and skin injury, sunburn and allergic reactions.
- Anyone with a communicable disease capable of infecting others is prohibited from using the tanning center.

- No glass containers. Keep all fragile objects out of the tanning area.
- No food is permitted in or around the tanning bed.
- Consult a physician or pharmacist before using a sunlamp if you are using prescription or non-prescription medications, have a history of skin problems, or if you are or may be especially sensitive to sunlight. Pregnant women and women on birth control pills who use a tanning device may develop discolored skin. Skin sensitivity varies from person to person. Ultraviolet radiation from sunlamps enhances the effects of the sun. Do not sunbathe before or after exposure to ultraviolet radiation. You are expected to provide your own eye wear. Failure to use protective eyewear may result in severe burns or long-term injury to the eyes.

**TANNING DEVICE WARNING AND RELEASE.** Prior to use of the tanning facility, please be advised of the following:

- Tanning devices are for residents only.
- You are responsible for providing you own eye protection. Your failure to wear eye protection may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- Exposure to ultraviolet light (whether from natural or artificial sources) may result in skin damage, including premature aging of the skin.
- Abnormal skin sensitivity or burning may result from reactions between ultraviolet light and certain: (a) foods; (b) cosmetics; or (c) 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 your physician prior to 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 prior to using any tanning device.

Resident agrees to the following:

**I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR AND FOLLOW THE OTHER PRECAUTIONS WHEN USING THE TANNING DEVICE. ON BEHALF OF MYSELF, MY FAMILY, HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, I ASSUME THE RISK FOR ANY INJURY, DAMAGE (INCLUDING DEATH) OR ACCIDENT, WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO MY USE OF THE TANNING CENTER, INCLUDING, BUT NOT NECESSARILY LIMITED TO, ANY OF MY USE OF THE TANNING CENTER.**

**THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO OWNER).**

**33. COMPUTER CENTER.** The computer center is for the use of Residents and their accompanied guests only.

- Residents are not permitted to remove any items from the computer center such as equipment, software, accessories, furniture, etc.
- No food or drinks allowed. Smoking is not permitted. Residents are not to place drinks or food close to equipment. No glass containers are permitted.
- Residents are responsible for cleaning up any area where they have left a mess.
- Residents are responsible for supplying their own paper.
- Residents are not authorized to adjust or alter any of the software or programs set up in the computer systems.
- Residents are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be reported to Owner.
- Owner reserves the right to change hours of operation when it solely deems appropriate.

**34. BASKETBALL AND/OR VOLLEYBALL COURT POLICIES (IF APPLICABLE).**

- The basketball and volleyball court hours are available in the office and are subject to change at sole discretion of management.
- Rubber soled shoes are required on the basketball court.
- No food or beverages are allowed on the courts.
- No bikes, rollerblades, or skates are permitted on the courts.
- Do not hang or climb on rims, nets and posts. Resident is responsible for any damage or replacement of the rims, nets, and posts caused by Resident's misuse.

### 35. CABLE AND INTERNET AGREEMENT.

In general, the Rules prohibit uses and activities involving services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of cable or internet service (collectively the "Service") by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, customer equipment, or the community's equipment, either individually or in combination with one another, to:

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the Owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme; participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to your community or its network, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the Rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

#### Technical Restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use and installation of any unauthorized wireless access device or router is prohibited unless authorized by management. If any device is found it must be removed and failure to do so within 48 hours could result in a \$100 fine. Management also reserves the right to remove any such devices if the resident does not do so within the time period prescribed.
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the leased premises that provide network content or any other services to anyone outside of your leased premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the leased premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the community's equipment or service or permit any other person to do the same who is not authorized by Owner or Owner's representative;
- Network and usage restrictions
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any property (or property supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any property (or property supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial residential use only and you agree not to use the Service for operation as an Internet service provider or for

- any business enterprise or purpose (whether or not for profit); connect the property equipment to any computer outside of your unit;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP
- address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

*PLEASE NOTE: By signing these Rules, Resident agrees that Resident shall not engage in a course of conduct that materially interferes with our right under the Lease to provide cable and internet to the community and/or inhibit bandwidth or otherwise provided to the community. Resident agrees to abide by all terms listed in these Rules and/or any cable and internet agreement and agrees not to violate any usage restrictions or other unacceptable activities acknowledged by Owner. Resident will be liable for all actions and/or inactions, as well as those of invitees and guests, which hinder Owner's right to provide cable and internet to the community and/or inhibit bandwidth or otherwise provided to the community. Owner reserves the right to charge back reasonable costs associated with vendors and/or actions required to trace violations of cable and internet agreement back to Resident and/or invitees and guests of Resident.*

**36. PROCEDURE FOR VIOLATIONS OF RULES:** Unless specifically provided elsewhere in these Rules, to the fullest extent permissible by law, the following shall apply to a Resident's violation of these Rules:

First: A written warning will be issued to the Resident, specifying the complaint that was filed. Additionally, owner may, in its sole discretion, declare the Lease to be in default and pursue any legal remedies available.

Second: Upon a second complaint, which is not disproved by Resident, a \$50.00 fine will be assessed against Resident. Additionally, Owner may, in its sole discretion, declare the Lease to be in default and pursue any legal remedies available.

Third: Upon a third complaint, which is not disproved by Resident, a \$100.00 fine will be assessed and the parent or sponsor signing the Guaranty will be notified. Additionally, Owner may, in its sole discretion, declare the Lease to be in default and pursue any legal remedies available.

Fourth: A fine shall be imposed in the amount of \$200.00. Additionally, Owner may, in its sole discretion, declare the Lease to be in default and pursue any legal remedies available.

In order for a Resident to disprove a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and indisputable evidence. Owner expressly retains the right to increase the fines set forth herein if the initial fines do not prove to be significant enough disincentive. Such fines are expressly included as an item guaranteed in the Guaranty Agreement form.

**37. SEVERABILITY AND SAVINGS CLAUSE.** It is the intent of Resident and Owner to only include and enforce provisions in these Rules that are permissible by applicable law. Accordingly, if any provision of these Rules invalid, unenforceable, and/or not permitted by applicable law, the remainder of this Agreement shall not be affected thereby, and the portion(s) of such provision that is invalid, unenforceable, and/or not permitted by applicable law shall be: (a) carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability; or (b) if (a) is not reasonably possible and/or practical such provision(s) shall be stricken from these Rules and the Rules continue to be enforced as if such provision(s) was never inserted.

**OWNER RESERVES THE RIGHT AT ANY TIME TO MAKE CHANGES TO THESE RULES AS OWNER SHALL IN ITS JUDGMENT DETERMINE TO BE NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE UNIT AND FOR THE PRESERVATION OF GOOD ORDER, COMFORT AND BENEFIT OF RESIDENTS IN GENERAL AND FOR THE EFFICIENT OPERATION OF THE COMMUNITY.**

\_\_\_\_\_  
Resident Signature Date

\_\_\_\_\_  
Owner or Owner's Representative Date

## **ADDENDUM REGARDING BALCONY USAGE**

*This addendum by and between Owner and Resident(s) amends the Lease between the parties.*

This is an addendum to the Lease Agreement pertaining to The Rev.

**Improper usage of a balcony could result in death and/or serious personal injury.** The safety of our residents is important to us. The Owner encourages good judgment and attention to common sense.

### **Important Balcony Safety Warnings and Guidelines**

To reduce the risk of collapse, fire hazards, and other safety concerns, Resident(s) and their guest(s) shall fully comply with the following:

1. **Resident(s) should always exercise control over balcony usage. Never overload the balcony with excessive weight.** Always limit the number of people and personal items on a balcony. Careful consideration should be made of the amount of weight on the balcony at any one time. A balcony should only be used by a few individuals at a time factoring in the weight of outdoor furniture, plants or other items already on the balcony. If you have guests in your apartment, you are responsible to exercise caution and limit the number of guests and invitees on your balcony. To avoid the possibility of overload, you should consider not using your balcony if you expect numerous guests or invitees.
2. **An apartment balcony is only designed for light residential traffic - a few people.**
3. Never sit or lean against or over the rails.
4. Never use a balcony for storage.
5. Never hang anything from the balcony rails.
6. Use caution when watering plants so that excessive water does not leak onto other nearby balconies.
7. Use caution so that nothing has the potential to fall from your balcony. Factor in the possibility of a sudden wind event when keeping personal items on the balcony.
8. Do not use combustible fertilizers or potting materials. Only use natural dirt.
9. Patios and balconies are to be kept in clean and neat condition at all times. No trash containers are allowed to be kept or stored on any patios/balconies at any time.
10. No bikes and/or motorcycles or any other motorized vehicle are allowed to be kept on any patios or balconies at any time.
11. Satellite dishes and/or antennas can only be erected with the written consent of Owner in compliance with any rules, regulations, and/or leasing materials applicable to the property.
12. Resident(s) shall be responsible for the conduct as well as all costs, damages, and claims associated with such improper use of the balcony by the Resident(s) or their guest(s).
13. If you see improper use of a balcony or other concern, immediately report it to the Owner and/or property management.
14. Never climb on, over, or around an apartment balcony.
15. The following rules apply to grills, portable fire pits and patio campfires:
  - No grills (whether charcoal, gas, or other type) are allowed on any balcony or patio.
  - Cooking is not permitted on any balcony.
  - Portable fire pits, patio campfires, fire pit kettles, or other such products are not allowed.

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Resident's Signature

Date

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Owner's Representative

Date

**Community Name:** The Rev