

CULLEN OAKS

Dear Christina ,

We are excited you have chosen Cullen Oaks, an American Campus community, as your home away from home for next year. At American Campus, our mission is to make your experience at Cullen Oaks a success. It's not just about a great apartment and great amenities. It's about giving you the resources and academic environment you need to succeed with the college experience you want. Enclosed you will find your lease agreement for the Fall lease term to be signed, as well as a second copy to keep for your records.

Accommodations are limited, and are reserved on a first-come first-served basis, so we encourage you to act quickly! It is imperative to return the attached lease agreement immediately or you may risk losing your space. Once the lease is received and signed by either the student and or guarantor this lease is legally binding.

Please read over your entire lease contract carefully and return the following documents:

_____ **Lease Agreement:**

Make sure to verify that your accommodation type and rental amount are correct. Please sign and initial all highlighted areas within your lease agreement. Be careful not to make any additional markings or changes on the lease, as doing so may void your lease contract.

_____ **Guaranty Agreement:**

Follow up with the guarantor that you listed on your housing application to ensure they have completed and returned this form to our office.

_____ **Resident Profile:**

Please complete this profile online at <http://www.pleasedontsnore.com/schools/cullen-oaks/> as thoroughly and as accurately as possible. When creating an account the "Organization Code" is 4600.

Remember, accommodations are limited, so don't delay. We look forward to welcoming you to Cullen Oaks. Soon you'll understand exactly why we say: *You're going to love it here!* If you have any questions regarding your lease agreement, please contact the leasing office at 713-748-3707.

Sincerely,

Cullen Oaks

*Rates/installments, fees, amenities, utilities, and deadlines included are subject to change. Rates/installments do not represent a monthly rental amount (and are not prorated), but rather the total base rent due for the lease term divided by the number of installments.

LEASE AGREEMENT
CULLEN OAKS

This Lease Agreement ("Lease") made on 01/27/2017, by and between

Resident's Name (Tenant) : Christina Ochsner
Permanent Home Address: 2318 Central Park Circle, Houston, Texas 77059
Student ID No.: Primary Phone Number: 2819541281
("Tenant") and AMERICAN CAMPUS MANAGEMENT (Texas), LTD, with principal offices located at 12700 Hill Country Boulevard, Suite T-200, Austin, TX 78738 ("Landlord").

WITNESSETH. That for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, Landlord and Tenant agree as follows:

- 1. DESCRIPTION OF PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby lease from landlord, the premises described as an accommodation in an apartment consisting of:
A Private ("bedroom") accommodation in a 1 Bedroom - 1 Bath Phase 1 ("Apartment"), within an apartment building("Building") within the Apartment Community, as more specifically described in Paragraph 6 below.
- 2. LEASE TERM. Tenant Agrees that the lease term will begin on 8/18/2017 and terminate on 5/11/2018 (the "Term").
- 3. RENT. In consideration for the Tenant's rights and privileges hereunder, the Tenant agrees to pay landlord the amount of \$9730.00 ("Rent") in 10 installment(s) as follows:
Deposits and Fees: In addition to paying Base Rent, you agree to pay us the following Deposits and fees.
Security Deposit: \$0.00 (see Paragraph 9 below)

Table with 4 columns: INSTALLMENT AMOUNT, DUE DATE, INSTALLMENT AMOUNT, DUE DATE. Rows show installment amounts of \$973.00 and due dates from 7/1/2017 to 12/1/2017.

Total \$9730.00

- 4. FURNISHINGS. Landlord will furnish the Tenant's bedroom with only the following:
One full size bed, mattress, a built-in study desk, a desk chair, and a chest of drawers.
Landlord will also furnish the shared living/dining area with only the following:
A dining table w/ 4 chairs (4 bedroom only), a sofa, a side chair, an end table, an entertainment center, and a coffee table.
A dining table w/ 2 chairs (2 bedroom & 1 bedroom only), a sofa, a side chair, an end table, an entertainment center, and a coffee table
- 5. LANDLORD'S PORTION OF ELECTRICAL COST. \$40.00 PER MONTH PER WHOLE APARTMENT for a 4 bedroom only, \$30.00 PER MONTH PER WHOLE APARTMENT for a 2 bedroom only, \$25.00 PER MONTH PER WHOLE APARTMENT for a 1 bedroom only.
(Tenants are responsible for the remainder of the month's electrical cost)

OTHER CONDITIONS

IN ADDITION TO THE PROVISIONS SET FORTH ABOVE, LANDLORD, TENANT AND GUARANTOR AGREE THAT ALL OF THE TERMS AND PROVISIONS SET FORTH IN THE DOCUMENTS ATTACHED HERETO ENTITLED ADDITIONAL LEASE AGREEMENT PROVISIONS, RULES AND REGULATIONS AND CONTINUING PARENTAL OR SPONSOR GUARANTY ARE BY THIS REFERENCE INCORPORATED HEREIN AS IF ALL OF THE PROVISIONS CONTAINED THEREIN WERE SET FORTH ON THIS PAGE. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE IS VALID AND BINDING AS A RENEWAL OF BOTH THIS LEASE AND THE GUARANTY.

Tenant: Christina Ochsner Landlord: American Campus Management (Texas) LTD.
By: By:
Date: Date:
Guarantor: Christina Ochsner Home Phone:
By: Address:
Date: Cell
Relationship to Tenant: Phone:
Social Security Number:

NOTE: THE ATTACHED ADDITIONAL AGREEMENT PROVISIONS, RULES AND REGULATIONS AND CONTINUING PARENTAL OR SPONSOR GUARANTY SHOULD BE INITIALED BY TENANT AND GUARANTOR AT TIME OF SIGNING.

ADDITIONAL LEASE AGREEMENT PROVISIONS

CULLEN OAKS APARTMENTS

6. **DESCRIPTION OF PREMISES AND TERM.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the premises described in paragraph 1 in CULLEN OAKS located at 4600 Cullen Ave., Houston, TX 77004 ("Premises") to be used and occupied by Tenant for the term beginning on the dates listed in Paragraph 2 defined as (the "Term"). Landlord shall assign Tenant to a suite and bedroom at the beginning of the Term and said assignment shall be solely at the Landlord's discretion. **All dates referred to in this Lease are the dates referred to in the official calendar of the University of Houston.** Except as provided in this Lease, Tenant's obligation to pay rent shall continue for the entire Term of this Lease until Landlord has been paid all sums due to it.
7. **RENT.** The Rent and all sums due under this Lease shall be payable without demand or set off at the business office of CULLEN OAKS or at such other place as the Landlord may from time to time designate in writing and may be paid by Tenant using lawful money of the United States, check, money order, or cashier's or certified funds. However, Landlord reserves the right to refuse payment in the form of cash for monies due hereunder and to require Tenant to remit said monies using cashier's or certified funds. All checks for rental payments should be made payable to CULLEN OAKS. If Rent is not received by Landlord by the close of business on the 5th day of the month, Tenant shall pay a late charge of \$25.00 for Rent paid after the 5th, but on or before the 15th of the month, and a late charge of \$50.00 for Rent paid after the 15th day of the month, and said late charges shall constitute additional rent hereunder and shall be immediately due and payable. Tenant acknowledges that any Rent received by Landlord shall be first applied to any outstanding charges such as late fees, return check charges, cleaning service fees, or the expenses relative to replacing or repairing Tenant's damages to the Premises, CULLEN OAKS or the furnishings and fixtures contained therein, or fines for violation of rules and regulations incurred by Tenant, (which items shall also be considered additional rent), and the balance shall be applied to the current Rent due to Landlord. If payment made by Tenant is insufficient to cover the total charges outstanding, then Tenant shall immediately pay the shortage, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord. Tenant shall pay to Landlord a charge of \$25.00 for any check returned for non-sufficient funds, or for any check that fails to clear the issuer's bank. This charge shall be due and payable immediately upon notification to Tenant of such an occurrence, and shall be in addition to any late charges imposed hereunder for late payment of rent, and said charge shall constitute additional Rent hereunder. When the Tenant is more than sixty (60) days delinquent on payment of Rent or any monies due Landlord hereunder, Landlord shall have the right to report such delinquencies to any and all credit reporting agencies and the University. To the extent of University's interest in CULLEN OAKS, University may exercise any rights with respect to payments required by Tenant hereunder that are either not made or made on a delinquent basis that University would have if such payments were due and payable directly to the University, including, but not limited to withhold the right to register for classes, withhold transcripts, financial aid awards and grades. Rental rates do not include parking. Landlord will make reasonable efforts to notify students of outstanding charges, other than rent.
8. **CREDIT CHECKS.** Tenant acknowledges that Landlord shall have the right to obtain a credit report (or summary thereof) or credit scoring of Tenant's credit history prior to Landlord's execution of this Lease. If, in the Landlord's sole discretion, Tenant has a credit history of delinquent payments, defaulted obligations or an overall negative credit history indicating that Tenant may be a poor credit risk, then Landlord may rely on said credit history in denying to lease the Premises to Tenant.
9. **SECURITY DEPOSIT.** Tenant has deposited with Landlord the sum of \$150.00 as security (not as Rent) for the full and faithful performance and observance by Tenant of the terms and conditions of this Lease. Prior to expiration of the Lease Term, Tenant shall provide Landlord at the business office of CULLEN OAKS written notice of Tenant's permanent forwarding address. If Tenant fails to provide such address, then Landlord shall be entitled to forward all notices and refunds to Tenant's address as set forth above. The Landlord may, but shall not be obligated to, use, apply, or retain the whole or any part of the security deposit to the extent required for payment of any Rent or any other amounts due from Tenant to Landlord, reimbursement to Landlord for any damages to the Premises or other property of Landlord caused by Tenant or Tenant's guests, or any other sum as to which the Tenant is in default or for any sum which the Landlord may expend or may be required to expend by reason of the Tenant's default in respect to any of the terms and conditions of the Lease. Landlord's rights upon default and Tenant's obligation to pay Rent and any other amounts due to Landlord shall not be affected by the fact that Landlord holds a security deposit. In the event Tenant should comply with all of the terms and conditions of this Lease, the security deposit will be refunded to Tenant, without interest, at Tenant's forwarding address, within 30 days following the expiration of the Term.
10. **RELOCATION OF TENANT.** Landlord specifically reserves the right to relocate Tenant to another room in CULLEN OAKS or, if possible, to a room in an on-campus housing facility owned, operated or managed by or on behalf of the University ("University On-Campus Housing"). Landlord shall assist Tenant in moving Tenant's personal property in the event of such relocation. In the event that the room at CULLEN OAKS assigned to Tenant or CULLEN OAKS is not ready for occupancy at the commencement of the Lease Term, as determined solely by Landlord, then Landlord reserves the right to assign Tenant, if possible, to a room in University On-Campus Housing.
11. **RELEASES FROM LEASE.** Providing Tenant complies with the requirements of this Paragraph, Landlord shall not unreasonably deny Tenant a release from this Lease if Tenant medically withdraws from the University, is denied admission or is placed on academic suspension, or is placed on academic dismissal by the University. Within seven (7) days of the effective date of Tenant's medical withdrawal, denial of admission, academic suspension or academic dismissal from the University, Tenant shall submit to Landlord at the CULLEN OAKS business office a letter requesting a release from the Lease, along with correspondence from the University's Registrar's Office or Dean's Office confirming Tenant's medical withdrawal, denial of admission, academic suspension or academic dismissal from the University. Within seven (7) days of receipt of said documentation, Landlord will provide a written response granting or denying Tenant's request for a release from this Lease. If Landlord grants the request, Tenant must vacate Tenant's assigned room at CULLEN OAKS and remove Tenant's personal property from the room no later than fourteen (14) days after the date on Landlord's written notice to Tenant granting said release. In the event of a release from lease after the completion of an entire semester or academic session by tenant, tenant shall vacate assigned room no later than two days after the last final exam of the academic term.

The release granted to Tenant hereunder shall only relieve Tenant and guarantor of their obligations under this Lease, particularly with respect to rental payments, that would have arisen after the date on which Tenant moves out of CULLEN OAKS. Notwithstanding anything to the contrary herein, said release shall specifically be conditioned upon the following: a) Tenant moving out of CULLEN OAKS consistent with the manner and time frame outlined above; b) Tenant paying Landlord for Rent and additional rent (as defined earlier above) for any time prior to the date Tenant moves out of CULLEN OAKS; c) Tenant promptly paying Landlord, upon notice from Landlord, for any damage caused by Tenant to the Premises, CULLEN OAKS or the furnishings and fixtures contained and d) Tenant does not enroll or later return to classes at the University of Houston during the contract period of this lease. Any tenant who, for any reason, discontinues as a regularly enrolled student and later returns for regular classes at the university during the contract period will be obligated to these terms and conditions of this lease agreement. If Tenant has prepaid any sums due hereunder, excluding a security deposit, Landlord shall reimburse Tenant for such prepaid sums, less items “a,” “b,” “c” and “d” referenced in the proceeding sentence. All other requests (except denied admission or academic suspension from the University as listed above) for release from lease, if approved, will be subject to a \$400 early lease termination fee.

12. **FURNISHINGS AND FACILITIES.** Landlord will furnish the Tenant’s bedroom and shared living/dining as noted in Paragraph 4. No other furnishings will be provided. Tenant assumes full responsibility for said furnished items and agrees to return same to Landlord at the expiration of the term hereof in as good a condition as when received with normal wear and tear excepted. Tenant also shall have non-exclusive use (at times scheduled by Landlord) of all the common facilities at CULLEN OAKS, including a community center and computer lab. From time to time, the common facilities may be closed for repairs, during holiday periods or renovation. However, Tenant shall not receive a rent credit or refund because of said closed periods. Tenant shall be responsible for all loss, breakage or other damage or destruction to the items furnished to Tenant’s suite and bedroom, and to the common facilities.
13. **CONDITION OF PREMISES.** At the commencement of the Lease Term, Tenant shall conduct an inspection of the Premises, and all furnishings and fixtures. If the Premises, or any of the furnishings or fixtures are not in good repair, intact or otherwise undamaged, then Tenant shall provide written notice to Landlord of such condition(s) within forty-eight (48) (two [2] days) after commencement of the Lease Term. If Tenant fails to provide Landlord with such written notice, then Premises, fixtures and furnishings shall be deemed in good repair, intact and not otherwise damaged. Upon termination of this Lease, Tenant shall deliver the Premises, furnishings and fixtures in clean, sanitary and good condition with normal wear and tear excepted and Tenant shall remove from the room Tenant’s personal property and all items that were not furnished by the Landlord. Tenant and Landlord will conduct an inspection of the Premises upon Tenant’s surrender of the same upon the expiration of the Term, but Landlord shall have no duty to conduct a joint inspection with Tenant if Tenant is in default hereunder. Tenant shall return all keys and gate cards to the Premises upon expiration of the Term. There will be a charge of \$100.00 for each key lost or not otherwise returned to Landlord. No holes or stickers shall be put on walls anywhere inside or outside the bedroom/suite. Tenant takes possession of the Premises subject to an existing deed of trust and security agreement.
14. **UTILITIES AND SERVICES.** At Landlord’s expense, Landlord shall incur the costs associated with furnishing the Premises occupied by Tenant with the following utilities and services: gas, water, sewer, and cable services. **Any long distance charges billed to Tenant’s telephone service as well as any charges or costs necessary to upgrade Tenant’s basic cable services shall be Tenant’s sole responsibility.** Landlord also agrees to incur the costs associated with furnishing the Premises occupied by Tenant with electricity, **except that, under no circumstances, shall Landlord be responsible for paying more than the amount listed for your unit type listed on paragraph 5 of your lease agreement towards the total amount of electricity consumed by Tenant and other occupants of the entire apartment.** If the cost of furnishing Tenant’s suite with electricity exceeds this amount per month, then Landlord shall provide Tenant with an invoice (on a billing cycle to be established solely at the Landlord’s discretion) that itemizes Tenant’s portion of said extra usage which portion shall be determined by dividing the total cost of said extra electricity usage by the number of individuals occupying the suite. Tenant assumes financial responsibility for such extra electricity usage and shall pay said invoice in a timely manner as set forth on utility billings, or may incur an additional late charge. In recognition of the national energy conservation efforts, Tenant agrees to use the utilities in a conservative, economic manner. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the interruption of any utility service or the failure of any defect in any equipment or appliance serving the Premises or CULLEN OAKS. None of the foregoing shall be construed as or constitute an eviction of Tenant, or work an abatement of Rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease.
15. **RIGHT OF ENTRY.** Landlord, its agents and employees, shall have the right to enter the Premises by passkey or otherwise at all reasonable and necessary times to inspect the Premises for any purpose connected with the maintenance, (including, but not limited to, monthly filter changes to HVAC equipment in the Tenant’s suite) housekeeping, health and safety inspections, pest control, and management of the Premises or for any other purpose reasonably connected with Landlord’s interest in the Premises and to perform any work or other act found necessary on such inspection or through tenant’s submission of work order request. Tenant shall also permit Landlord, or its agents and employees, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective tenants. No such prior appointment shall be required if a default has been declared under this Lease or if the Premises have been abandoned by Tenant.
16. **NONLIABILITY OF LANDLORD.** Landlord, its officers, agents and employees shall not be liable in any manner for any loss, injury or damage to Tenant, its agents, guests, and licensees, including but not limited to, acts of theft, burglary, vandalism, assault or other crimes. Tenant assumes all risk of loss or damage of Tenant’s property brought into the Premises which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act or omission of any other tenant or person. Tenant agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss, or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Tenant. **TENANT IS ADVISED TO SECURE APARTMENT-DWELLERS OR SIMILAR INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.** Loss, due to alleged theft, should be reported immediately to the local police department to be officially documented.

17. **DAMAGE, CONDEMNATION OR DESTRUCTION OF PREMISES.** If, in the opinion of the Landlord, the Premises or CULLEN OAKS should become untenantable during the term hereof because of damage, condemnation or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenant to similar accommodations within CULLEN OAKS and repair and restore the Premises. In the event of such damage, condemnation or destruction to the Premises or CULLEN OAKS without the fault of Tenant, his agents or guests, Tenant's obligation to pay Rent hereunder shall be abated only if Landlord terminates this Lease or does not furnish Tenant with similar accommodations at CULLEN OAKS.
18. **DEFAULT.** In the event of default by Tenant under this Lease, Landlord may, without formal demand or further notice of any kind, peacefully reenter and repossess the Premises and remove Tenant and Tenant's personal property therefrom in accordance with the laws of the State of Texas, without being liable for any damages therefore. No such reentry and repossession by Landlord shall relieve the Tenant or any guarantor of their respective liability and obligations under this Lease, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such default, Landlord shall retain the security deposit and the Tenant shall be liable to Landlord for the payment of all of the Rent and other charges due hereunder, including any expenses incurred by Landlord in connection with such repossession and any reletting of the Premises.

Default on the part of the Tenant shall include, but is not limited to, the following:

- a) Failure to make any Rent or other payment required hereunder, including, but not limited to the above-referenced electricity utility payments, for more than fifteen (15) days after the date such payment is due;
 - b) Maintaining a nuisance within the Premises or CULLEN OAKS;
 - c) Disorderly, or illegal or criminal behavior on the part of Tenant or Tenant's guests;
 - d) Keeping any handguns, firearms, or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises or CULLEN OAKS;
 - e) Misuse, in violation of the laws of the State of Texas and rules and regulations of CULLEN OAKS, of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known controlled substances or harmful or habit-forming drugs and/or chemicals within the Premises or CULLEN OAKS by Tenant or Tenant's guests;
 - f) Inability or refusal on the part of Tenant to adjust to the concept and requirements of living in a student residence environment;
 - g) Violation of any of the covenants and agreements of this Lease by Tenant or of any of the rules and regulations governing the Premises or CULLEN OAKS made by Landlord, whether such rules and regulations are now in existence or subsequently created in the future;
 - h) Default under the provisions of any riders or amendments attached hereto;
 - i) Damage by Tenant, Tenant's guests or visitors, to the Premises or CULLEN OAKS; and
 - j) Abandonment of the Premises.
19. Landlord's remedies for default shall be cumulative and as broad as authorized under the laws of the State of Texas, including, but not limited to, the right to terminate this Lease while reserving the right to collect all sums due under this Lease, the right to accelerate the entire balance of Rent and other charges for the Term of the Lease, or the right to release the Premises for Tenant's benefit, without thereby waiving the right to collect any deficiency resulting after due allowance for all costs and expenses incurred in connection with such reletting. In addition to any other remedies Landlord may have, Landlord is entitled to employ an attorney to enforce Landlord's right under this Lease, and Tenant shall be liable for all costs and fees incurred by Landlord in connection therewith. All amounts due to Landlord shall, in the event of default, bear interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.
20. **RULES AND REGULATIONS.** TENANT AND TENANT'S GUEST (S) AGREES TO COMPLY WITH ALL RULES AND REGULATIONS MADE BY LANDLORD WITH RESPECT TO CULLEN OAKS. A COPY OF THE RULES AND REGULATIONS IS ATTACHED HERETO AS RULES AND REGULATIONS. ANY ALTERATIONS, ADDITIONS, AND MODIFICATIONS TO SUCH RULES AND REGULATIONS AS MAY FROM TIME TO TIME BE PROMULGATED BY LANDLORD SHALL LIKEWISE BE CONSIDERED A PART OF THIS LEASE WITH THE SAME FORCE AND EFFECT AS THOUGH WRITTEN HEREIN. LANDLORD MAY ESTABLISH WHATEVER RULES AND REGULATIONS FOR CULLEN OAKS THAT LANDLORD DEEMS APPROPRIATE. TENANT ALSO UNDERSTANDS THAT THEY ARE SUBJECT TO, MUST COMPLY WITH AND WILL ABIDE BY ALL UNIVERSITY RULES, REGULATIONS AND PROCEDURES APPLICABLE TO TENANT AS A STUDENT, AND THAT THE VIOLATION OF ANY OF SAID RULES AND REGULATIONS MAY, IN THE SOLE DISCRETION OF LANDLORD, BE DEEMED A DEFAULT UNDER THIS LEASE.
21. **USE OF PREMISES.** Tenant shall use and occupy the Premises solely for private dwelling purposes relative to Tenant's enrollment at University for educational purposes and, in no event, shall carry on or conduct any commercial enterprises in the Premises. Tenant agrees to comply with all governmental laws, ordinances and rules and regulations, and to refrain from any disruptive behavior or conduct.
22. **TENANT'S MAINTENANCE OBLIGATIONS.** Tenant shall keep and maintain the Premises in good and clean condition with reasonable wear and tear excepted. Tenant shall make no alterations or additions to the Premises, including, but not limited to, painting walls, without Landlord's prior written consent. Tenant shall promptly report any maintenance needs or damage reports to Landlord. It shall be the obligation of Tenant to reimburse Landlord for all expenses incurred in connection with any repairs resulting from the actions of Tenant or Tenant's guests and invitees.

23. **ASSIGNMENT OR SUBLETTING.** Tenant shall not assign this Lease or sublet all or any part of the Premises, or otherwise allow any person to share or otherwise occupy the Premises without the prior written consent of Landlord.
24. **LATE ARRIVAL.** Unless a student requests an extension of the arrival period in writing from Cullen Oaks, Cullen Oaks is not obligated to hold a space reservation past noon on the first day of classes. If a student fails to check-in prior to noon of the first day of classes, and appears subsequently, assignment elsewhere will be made if space is available. If no space is available, the student is subject to forfeiture of security deposit.
25. **PARENTAL OR SPONSOR'S GUARANTY.** It is acknowledged by Tenant that Landlord, may, in its sole discretion, require as a condition of this Lease, a binding parental or sponsor's guaranty, which guaranty shall be a substantial inducement for Landlord to enter into this Lease. A copy of said guaranty is attached hereto as Rider Number 1. If Tenant delivers a forged or otherwise false or invalid guaranty to Landlord, then Landlord reserves the right to immediately cancel this Lease and retain the security deposit, without thereby waiving Landlord's right to pursue all civil or criminal penalties which may be appropriate. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of its terms and conditions, regardless of Tenant's age or legal status.
26. **ABANDONMENT.** The Landlord may assume that Tenant has abandoned the assigned room if 1) Tenant, in Landlord's reasonable judgment, appears to have moved out; or 2) either the Lease Term has expired or Tenant has not been in the room for five (5) consecutive days while the Rent is due and unpaid. If Tenant has abandoned Tenant's room, then Landlord may remove and dispose of Tenant's personal property.
27. **ILLNESS.** If Resident becomes ill or incapacitated, Tenant authorizes Landlord to engage the services of the local emergency medical service or physician(s) at the expense of Tenant to administer to immediate medical needs of Tenant until Tenant's parents or guardians are contacted for instructions. Upon the advice of emergency medical personnel or a physician, Tenant may be required to be removed from CULLEN OAKS for care in a medical facility, and any expense so incurred is the obligation of Tenant. Tenant must inform Landlord of any special medical requirements that Tenant has on a continuing basis so that such information will be available if an emergency arises.
28. **FITNESS FACILITIES WAIVER.** In consideration of Landlord's permission to use the sand volleyball court, basketball court and other fitness facilities at Cullen Oaks, the tenant waives any and all claims that may be asserted against landlord or landlord's agents, representatives, employees or contractors, arising from or with respect to tenant's use of the sand volleyball court, basketball court and other facilities. This waiver also applies with respect to any injury or illness that may result (directly or indirectly) from any utilization of sand volleyball court, basketball court and other fitness facilities. If tenant uses the sand volleyball court, basketball court or other fitness facilities, tenant represents and warrants that tenant is in proper physical condition to use these facilities and has read, understands, and will comply with all posted and or published warnings, rules, regulations, and hours of operation.
29. **GOVERNING LAW.** This Lease is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Harris County, Texas.
30. **SEVERABILITY.** The invalidity of any provision of this Lease or of its application to any person or circumstance as determined by any governmental agency or court, shall in no way affect the validity of any other provision hereof and all the terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
31. **ENTIRE AGREEMENT.** It is expressly understood and agreed that this Lease contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Lease. This Lease may not be modified orally.
32. **RIGHT OF REFUSAL.** Until Landlord has executed this Lease, Landlord shall have the right to refuse acceptance of Tenant for any reason whatsoever, provided, however, such refusal shall not be based on Tenant's race, color, religion, sex, age, marital status, sexual orientation, disability, national origin or disabled veteran or veteran of the Vietnam Era status. In the event of refusal, Landlord shall refund to Tenant, if applicable, the security deposit and any previously paid rent.
33. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
34. **PERSONS BOUND.** All of the terms, provisions, covenants and conditions of this Lease shall bind and inure to the benefit of Landlord and Tenant, their legal representatives, successors and assigns.
35. **TIME OF ESSENCE.** Time is of the essence with respect to this Lease and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Tenant.
36. **WAIVER. THE FAILURE OF THE LANDLORD TO INSIST UPON A STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THIS LEASE, OR TO EXERCISE ANY RIGHT HEREIN CONFERRED IN ANY ONE OR MORE INSTANCES SHALL NOT BE DEEMED A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY THAT THE LANDLORD MAY HAVE AND SHALL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OF SUCH TERM OR CONDITION.**
37. **ATTORNEY'S FEES.** In the event Landlord is required to employ an attorney to represent it in connection with the enforcement of this Lease, whether the litigation be instituted or not, Tenant shall be obligated to reimburse to Landlord all such attorney's fees incurred by Landlord, and, in the event of litigation, Tenant shall be liable for reimbursement to Landlord of all costs incurred in connection therewith.

38. Landlord provides direct connections to an Internet service provider and/or a university network, where available as chosen by landlord. This service is available to tenant as a courtesy, at no charge. Tenant will not resell this service or otherwise charge others to use it. Further, the Tenant will not redistribute the service whether or not Tenant receives compensation for such redistribution. The service that is provided is a residential service provided for personal, non-commercial use only. Tenant agrees not to use the service for operation as an Internet service provider, for the hosting of websites or for any business enterprise. Landlord reserves the right to limit the amount of bandwidth available to any student.

39. **Mold Provisions and Pest Control**

- i. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is Manager’s goal to maintain a quality living environment for its residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why the following contains important information for you, and responsibilities for both Manager and Resident.

- ii. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
 - a. Remove visible moisture accumulation 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 infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of 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.
 - b. Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident’s dwelling dry out.
 - c. Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.
- iii. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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

- iv. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine- Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. 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.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible 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.

DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify Manager in writing.

- v. COMPLIANCE. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact Manager.

- vi. If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager can't fix problems in your dwelling unless it knows about them.
- vii. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
- viii. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
- Resident agrees to keep the premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the apartment.
 - Resident agrees to cooperate with Manager with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
 - Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
 - Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by landlord.
 - Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence.

40. INDEMNIFICATION. TENANT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF TENANT, TENANT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION SHALL ALSO INCLUDE REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY LANDLORD IN CONNECTION WITH THE DEFENSE PAYMENT AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTIONS, LIABILITY AND DAMAGES.

41. TENANT'S REMEDIES. ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE INCOME DERIVED BY LANDLORD THROUGH ITS MANAGEMENT OF CULLEN OAKS FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED OR PERFORMED BY LANDLORD. NO OTHER ASSETS OF THE LANDLORD, OR LANDLORD'S PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURE FOR THE SATISFACTION OF TENANT'S REMEDIES. NO CLAIM FOR ANY DEFICIENCY REMAINING SHALL EVER BE ASSERTED AGAINST THE PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES OF LANDLORD OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. TENANT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY WAIVES ANY RIGHT TO CLAIM A STATUTORY LIEN IN FAVOR OF TENANT PURSUANT TO SECTION 91.004 OF THE TEXAS PROPERTY CODE IN THE EVENT OF LANDLORD'S BREACH OF THIS LEASE. IN THE EVENT OF ANY ACT OR OMISSION BY LANDLORD AT THE BUSINESS OFFICE OF CULLEN OAKS WHICH WOULD GIVE TENANT THE RIGHT TO DAMAGES FROM LANDLORD OR THE RIGHT TO TERMINATE THIS LEASE BY REASON OF A CONSTRUCTIVE OR ACTUAL EVICTION FROM ALL OR PART OF THE PREMISES OR OTHERWISE, TENANT SHALL NOT SUE FOR SUCH DAMAGES OR EXERCISE ANY SUCH RIGHT TO TERMINATE UNTIL TENANT SHALL HAVE FIRST GIVEN WRITTEN NOTICE OF SUCH ACT OR OMISSION TO LANDLORD AND A REASONABLE PERIOD OF TIME (NOT LESS THAN 30 DAYS) FOR COMMENCING TO REMEDY SUCH ACT OR OMISSION SHALL HAVE ELAPSED FOLLOWING THE GIVING OF SUCH NOTICE, DURING WHICH TIME LANDLORD SHALL BE ENTITLED TO ENTER UPON THE PREMISES AND DO THEREIN WHATEVER MAY BE NECESSARY TO REMEDY SUCH ACT OR OMISSION.

**RULES AND REGULATIONS
CULLEN OAKS APARTMENTS**

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Tenant and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of tenants in CULLEN OAKS APARTMENTS and for the purposes of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving Landlord's property from abusive treatment.

1. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about CULLEN OAKS APARTMENTS. Tenants are requested to notify Landlord of any such activity.
2. Tenants shall not hang or erect anything on or about the interior or exterior of the Premises (room) or CULLEN OAKS APARTMENTS, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises (room) or CULLEN OAKS APARTMENTS without the prior written consent of management. Residents are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the Cullen Oaks maintenance staff if you have any questions. All interior and exterior doors of the Premises (room) and CULLEN OAKS APARTMENTS shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
3. Pets or any animals are prohibited from being brought into the premises of CULLEN OAKS APARTMENTS without the expressed written consent of the landlord. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit seeing-eye dogs in CULLEN OAKS APARTMENTS for the visually impaired. In the event of a violation of this rule, \$100 fine will be assessed against the Tenant, and Landlord, at its discretion, may declare the Lessee in Default. In the event of a subsequent violation, a \$200 fine will be assessed against Tenant and the Landlord will declare the Lease to be in default. Pets must be removed from the premises immediately. Owner may remove any unauthorized pet if one day's written notice of intent to remove the pet is left in a conspicuous place in the apartment. Owner may turn the pet over to a humane society or local authority.
4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, tenants are to vacate the premises immediately. Tenants will be instructed by university or Cullen Oaks staff when they will be allowed to return to their apartments. Tenants who do not vacate their apartments during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in premises (room) for proper operation and working batteries. Upon notification by resident owner will replace batteries. Tampering or altering smoke detectors will result in a \$25.00 fine. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
5. Fire code prohibits **storage** or use of barbecue grills in or on any building, walkway, stairway or balcony. No grills of any type are permitted at Cullen Oaks.
6. The use of candles on the premises is not permitted.
7. The following items are prohibited in Cullen Oaks Apartments:
 - a. Decals and stickers (with the exception of security ID stickers) because of damage to painted walls, windows, and other surfaces.
 - b. Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property.
 - c. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
 - d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
 - e. Firearms, fireworks, and dangerous weapons because of the potential danger to other students. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nonchucks, switchblades, explosives and dangerous chemicals.
 - f. Major appliances (such as washers, dryers, etc.) because of electrical and plumbing problems.
 - g. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
 - h. Live-cut Christmas trees because they constitute a fire hazard.
 - i. Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated.
 - j. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to apartments or buildings.
 - k. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices not otherwise permitted in your lease are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

8. Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts are permitted. Space heaters, halogen lamps, and other heating devices present a fire hazard and are prohibited. Tenant should check with landlord regarding permissibility of other small appliances.
9. Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Tenants. Tenants will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Tenant's roommate/suitemate must be respected by Tenant when entertaining visitors and guests. Tenants of the same sex may visit overnight when it can be arranged with the Resident Director for a period not to exceed two consecutive nights.
10. It is understood that Tenant may have visitors or guests from time to time, but Tenant expressly understands that occupancy of the Premises is limited to Tenant and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Tenant's room or suite as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed four (4) days. In recognition that the Premises are primarily for Tenant's occupancy relative to Tenant's enrollment at University for educational purposes, Tenant may not request permission for a guest to stay in Tenant's room beyond two (2) consecutive days any more than four (4) times during the Lease Term. Tenant's failure to observe the above requirements shall constitute a default by the Tenant and entitle Landlord to exercise its rights and remedies hereunder.
11. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.
12. No percussive or electronically amplified musical instruments may be played on the premises with the exception of scheduled student activities in common areas organized by the University, Cullen Oaks management or staff. Non-electronically amplified acoustic instruments may be played in the Premises or in CULLEN OAKS APARTMENTS a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.
13. No incense or other odor producing items shall be used in or about the Premises. It is understood by Tenant that offensive noises and odors are expressly prohibited.
14. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
15. Tenants will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
16. All tenants shall comply with QUIET HOURS and COURTESY HOURS in the community as posted, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. This includes, but is not limited to the sand volleyball court, basketball court and courtyard areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by Tenant.
17. All parties must be planned in advance with and be approved in writing by the management.
18. **THE UNIVERSITY DEEMS IT IMPORTANT TO CURTAIL THE ABUSIVE OR ILLEGAL USE OF ALCOHOLIC BEVERAGES, INCLUDING CULLEN OAKS APARTMENTS. As such, residents of Cullen Oaks and guests are required to comply with federal, state and local laws regarding the distribution, possession and consumption of alcoholic beverages. Residents and guests will comply with the University of Houston Alcohol Policy at all times. Possession and consumption of alcoholic beverages in any public area is prohibited at all times.**
19. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the even that Tenant removes or damages the window screen a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Tenant receives notice of the charge. Any Tenant throwing anything, placing or hanging anything, out of their window will be subject to immediate eviction.
20. It is essential that tenants observe good taste and common sense in decorating their apartments. No articles are to be displayed in the windows since the public views the facility from the outside. Tenants will be charged for damage caused by any affixation of decorations which marks, defaces, or mars the interior and exterior. Seasonal decorations must be of a fire retardant material.
21. All trash and refuse from apartments should be placed in parking lot dumpsters provided by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places in CULLEN OAKS APARTMENTS. Tenants **SHOULD NOT** deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Tenants should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by resident(s) for any refuse which is left outside residents' unit, placed in litter receptacles, or left elsewhere on the property.
22. It is the responsibility of the tenant to clean and maintain her/his apartment in a sanitary and safe condition.

- 23. Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. Parking double, in fire lanes, in spaces designated for handicapped persons, in staff spaces or spaces assigned to other tenants will result in the vehicle being ticketed or towed at vehicle owner’s expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by manager. Vehicles deemed inoperable or in disrepair by management, may be removed at owner’s cost if one day’s written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle. The parking lot is for wheeled motor vehicles only. Storage of boats and other motorized crafts is not permitted.
- 24. No furniture is to be removed from public areas and tenantal units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
- 25. At certain times if a tenant is accompanied by a guest, the guest must surrender valid I.D. and sign in before entry.
- 26. Locks may not be altered, changed or added by tenants under any circumstances. Keys are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Duplication of keys is prohibited. Charges of \$5.00 per key will be made for each key that is damaged. Charges of \$100.00 will be made to re-key the entire apartment due to a lost key. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Tenants will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible tenant shall pay for the lock change of the entire apartment.
- 27. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots.
- 28. No storage for unwanted furniture is available. Tenants will be held responsible for furniture returned to its original position prior to checkout. No furniture may leave the premises at anytime.
- 29. Smoking is not allowed in any public areas, e.g. hallways, lounges, laundry room, etc. Smoking is not allowed in a Tenant rooms at any time. Smoking is permitted only outside in designated areas.
- 30. Baby-sitting is not allowed in CULLEN OAKS APARTMENTS with the exception of the children of Cullen Oaks residents. Section 21 of the Lease Agreement, Use of Premises, prohibits any commercial or business activity within the apartment units.
- 31. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the appropriate law enforcement or university authority. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction. Contraband inspection services utilizing contraband detection canines will be conducted on an unannounced basis. Communal areas, individual rooms and automobiles shall be subject to inspection.
- 32. Gambling is prohibited in CULLEN OAKS APARTMENTS or Cullen Oaks grounds.
- 33. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes “any act that injures, degrades, disgraces, any fellow student or person.”
- 34. All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.
- 35. Laundry facilities are for residents’ use only.
- 36. Throwing, dropping, or hanging any and all objects from windows and balconies in Cullen Oaks Apartments constitutes a danger to other tenants and the facilities and is expressly prohibited. Tenants that throw, drop or suspend any objects, including but not limited to Frisbees, balls, paper gliders, etc., will be subject to immediate eviction.
- 37. It is the policy of the University of Houston that convicted sexual offenders shall not reside on the university campus, including Cullen Oaks. Any person found to be in violation of this policy will be held in default of their lease agreement.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

TENANT ACKNOWLEDGES THAT TENANT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT, AND TENANT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. TENANT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO CULLEN OAKS APARTMENTS AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

CONTINUING PARENTAL OR SPONSOR GUARANTY

CULLEN OAKS APARTMENTS

THIS GUARANTY AGREEMENT (“Guaranty”) is executed and delivered by the undersigned Guarantor, pursuant to Paragraph 25 of that certain lease agreement (“Lease”) executed by and between the undersigned tenant (“Tenant”) and landlord (“Landlord”) attached hereto. Whereas, Tenant has applied to become a resident of CULLEN OAKS, Houston, Texas; and Whereas Landlord requires, as possible condition of the acceptance of such Tenant, that all payment and performance obligations of the Tenant under the Lease (and the rules and regulations of CULLEN OAKS referenced in Paragraph 18 be personally and unconditionally guaranteed by the Tenant’s parent, guardian or other sponsor (“Guarantor”). The requirement of this Guaranty is in recognition of the fact that the Tenant may not have independent financial means, but this Guaranty shall be in force irrespective of the financial means of the Tenant. The Guarantor represents that his or her relationship with the Tenant is as listed below.

In order to induce Landlord to lease to the Tenant, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of all obligations under the Lease to be executed by the Tenant or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay all amounts, including fines imposed pursuant to the Rules and Regulations, or attorney's fees incurred in the enforcement of the subject Lease or any renewal, extension or subsequent lease. This is a continuing and absolute guaranty of payment and not of collection.

This Guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other parties responsible. The validity and enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease, or any renewal, extension or substitution thereof, as against the Tenant for any reason whatsoever, including any defense that Tenant lacks sufficient legal capacity to enter into the Lease or any renewal, extension or substitution thereof. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which CULLEN OAKS is located, and Guarantor consents to personal jurisdiction of such courts and agrees that it may be served with process by certified mail addressed to it at the address shown on page 1. Any actions to enforce this Guaranty shall be governed by the laws of the State of Texas.

The Guarantor waives (1) renewal or notice of extension of time within which payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Tenant; (3) any understanding that any other person or entity was to sign this Guaranty; (4) the incapacity or bankruptcy of Tenant or any other Guarantor; (5) any notice of change or amendment to the Lease, the Rules and Regulations, or the right to any notice of default.

Failure of Landlord to enforce right of recovery against other occupants of the suite and any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Tenant whose name is set forth below in accordance with the terms of the Lease.

Guarantor also acknowledges that if Tenant or Guarantor is more than sixty (60) days delinquent on payment of rent or any monies due Landlord pursuant to the Lease, then Landlord shall have the right to report Tenant’s and/or Guarantor’s delinquency to any and all credit reporting agencies. Guarantor also acknowledges that Landlord shall have the right to obtain a credit report (or summary thereof) of or credit scoring of Guarantor’s credit history prior to Landlord’s execution of this Lease. If, in the Landlord’s sole discretion, Guarantor has a credit history of delinquent payments, defaulted obligations or an overall negative credit history indicating that Guarantor may be a poor credit risk, then Landlord may rely on said credit history in denying to lease the Premises to Tenant.

In addition, Guarantor agrees to guaranty and pay all reasonable attorneys’ fees and all costs that are incurred by Landlord in the enforcement of Landlord’s rights under the Lease or this Guaranty.