



Aspen Heights Corpus Christi Lease Agreement

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of _____, 20____ by and between Breckenridge Group Corpus Christi Texas, LP ("Landlord") and Tenant (as further described below), of the LEASED PREMISES (as further described below) located in Aspen Heights Corpus Christi, which is located at 1938 Ennis Joslin Road in Corpus Christi, Texas 78412 (the "Neighborhood").

Tenant : _____

Leased Premises: One bedroom in a 2-, 3-, 4-, or 5-Bedroom Dwelling (the "Dwelling") in the Neighborhood as listed on the Dwelling Selection Addendum.

1. **DESCRIPTION OF LEASED PREMISES AND TERM:** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord. Unless Tenant signs a Joint Dwelling Selection Addendum, thereby taking responsibility for a full Dwelling, Tenant is choosing to lease only one bedroom, and Tenant hereby waives all rights to pick his or her roommates and/or the specific bedroom he/she is leasing. Should a bedroom in the floor plan Tenant has selected not be available, a bedroom in a floor plan of equal or lesser value will be assigned, including a floor plan with a lesser number of bedrooms.

If Tenant chooses to sign a Joint Dwelling Selection Addendum and lease a full Dwelling, Tenant, all roommates who sign such Joint Dwelling Selection Addendum and their respective guarantors hereby acknowledge and agree that they are responsible for their pro rata share of the full rental amount of said Dwelling for the Term. If Tenant and any cosigning roommate sign a Joint Dwelling Selection Addendum for an entire Dwelling but fail to have a tenant sign for each bedroom in that Dwelling by April 1 of the year in which the term begins (for example, if Tenant and a roommate sign a Joint Dwelling Selection Addendum for a 3 bedroom Dwelling, but fail to find a third roommate by April 1) or enter a Joint Dwelling Addendum on or after April 1 of such year without a tenant listed for each bedroom, then Landlord shall have the right, but not the obligation, to place a tenant in such Dwelling with Tenant and any other roommates.

The term of the Lease begins on **August 24, 2015** at 1:00 P.M. and ends on **August 10, 2016** at 1:00 P.M., unless terminated sooner as provided herein (hereinafter the "Term"). It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a College or University in Corpus Christi, Texas, or is unable to continue occupying the Leased Premises for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term. The Leased Premises is to be used and occupied exclusively by Tenant.

Prior to the commencement of the Term, Landlord and Tenant shall execute a either an Individual or Joint Dwelling Selection Addendum that specifies which Dwelling in the Neighborhood that the Leased Premises will be located. If Tenant fails to execute a Dwelling Selection Addendum, if Landlord and Tenant cannot agree on a specific Dwelling or if only one Dwelling is available, then Tenant will accept the Dwelling assigned to Tenant by Landlord. Tenant acknowledges that while Landlord will attempt to provide a Dwelling with Tenant's preferred floor plan, Landlord cannot guaranty that Tenant will receive its preferred floor plan and that Tenant agrees to accept whichever floor plan it is assigned.

Neither Landlord nor its property manager, Breckenridge Property Management 2014, LLC (hereinafter "Agent"), shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Leased Premises to Tenant at the commencement of the Term. If Landlord's inability to deliver the Dwelling is a result of act of God, war, acts or regulations of governmental authorities materially and adversely affecting the sale or transportation of material, supplies or labor and strikes, lockouts and other labor disputes, and inclement weather, then

the date of commencement will be extended day-to-day; provided, however, that there shall be no extension of the Term.

2. RENT: Tenant, in return for the use and occupancy of the Leased Premises and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord monthly rent in 12 equal installments of \$_____, which shall be paid in advance, without notice, demand, offset or reduction (the "Rent"). While Landlord has no obligation to do so and may refuse to do so, Landlord may accept partial payment of Tenant's Rent or other payment obligations, but if it so elects, Landlord does not waive its right to collect and demand the payment of the remainder of such obligations or enforce Tenant's default hereunder due to failure to pay such amounts in full. **Tenant hereby acknowledges that the Term of this Lease is less than a full calendar year, and the Rent has been allocated into 12 equal installments.** The first installment of Rent shall be due on August 1, 2015 and each subsequent installment is due and payable on the first day of each month. The last installment of Rent shall be due on July 1, 2016. **All payments must be made via the internet through Landlord's Resident Portal. Tenant and any Guarantor acknowledge and understand Landlord may refuse other forms of payment, subject to Prevailing Law.** Tenant and Guarantor acknowledge Landlord will not waive late fees for any payments due to failure of such parties understanding how to submit payments through the Resident Portal and therefore Tenant and Guarantor are encouraged to be familiar with the Resident Portal prior to the date the first Rent payment is due.

If Rent is not timely paid, Landlord reserves the right to require Tenant to pay all Rent and late fees by cashier's check or money order. In addition to the Rent, Tenant shall pay a monthly rent administration processing fee ("Processing Fee") which shall not exceed \$5.00 per month. The Processing Fee is part of and subject to all terms of the Lease. The Processing Fee may either be billed simultaneously with the Rent or with the utility statements.

3. LATE FEES: If Rent is not paid prior to the end of the third day of each calendar month, Tenant shall pay an initial late charge of \$50.00 plus \$10.00 for each additional day until paid in full. Total monthly late charges will not exceed \$150. Payments will be considered received based on the time received in the Landlord's Resident Portal system. Tenant acknowledges that the late fees provided for in this paragraph are a reasonable estimate of uncertain damages to Landlord as a result of Tenant's failure to timely pay rent and that such actual damages are incapable of precise calculation. All fees and deadlines herein shall be subject to any limits under Prevailing Law (as defined in Section 36 below).

If the 3rd day of the month falls on a holiday observed by Landlord or Agent, the Rent must be placed in the designated rent drop prior to the opening of the first business day following the holiday; otherwise, the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the 3rd day of the month. Acceptance of Rent after the due date shall not be considered a waiver or relinquishment of any of Landlord's other rights and remedies.

To ensure timely payment by the first day of the month, please mail the Rent by the 20th day of the previous month.

Tenant shall pay Landlord a charge of \$25.00 for any item returned to Landlord for non-sufficient funds, or if said item otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the item's failure to clear. In the event that Tenant submits more than one item that is returned for non-sufficient funds, Landlord may, at its option, require Tenant to pay all future Rent by certified funds in the form of a cashier's check or money order.

Landlord reserves the right at any time during the Term hereof to modify the particular form of payment for all monies due; provided, however, Landlord shall give Tenant at least 5 days' advance notice in the event such election is made by Landlord. Tenant shall not make any payments in "cash" for monies due hereunder. This provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Landlord.

Tenant acknowledges that, subject to Prevailing Law, any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, utility charges, insufficient funds charges) incurred by or on behalf of Tenant prior to applying the same to the current Rent installment regardless of whether or

not Tenant has made notations on the payment instrument and regardless of when the obligations came about. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

4. **ADMINISTRATIVE FEE & SECURITY DEPOSIT:** Unless specifically waived in writing by Landlord, Tenant shall pay, at the time of application for residency, a non-refundable administrative fee of \$150 ("Administrative Fee"). Failure to pay the Administrative Fee and/or Security Deposit (if required) will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this Lease.

Landlord may elect to require Tenant to deposit with Landlord a security deposit (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. Tenant may not deduct any portion of the Security Deposit, if any, from Rent or other charges due to Landlord. Landlord shall have the right, but not the obligation, to apply the Security Deposit, if any, in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees or for any other reason permitted under Prevailing Law, and Tenant shall replace such amounts used within 10 days' notice from the Landlord. Upon expiration or earlier termination of this Lease, and upon surrender of the Leased Premises to Landlord pursuant to the conditions set forth in this Lease, Landlord shall give Tenant reasonable notice of the time and date Landlord intends to inspect the Leased Premises. Within 30 days of such expiration or termination (or any shorter period required under Prevailing Law), the Security Deposit, if any, or any portion remaining unapplied (without any interest) shall be returned to Tenant. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Leased Premises, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to repossess the Leased Premises for nonpayment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder. Tenant acknowledges and agrees that the Security Deposit, if any, and any charges applied against same are joint and several obligations with the other tenants and guarantors in the Dwelling and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Dwelling. Each Tenant shall be jointly and severally liable for animal violation charges, missing smoke detector or carbon monoxide alarm batteries, and damages to the common areas in the Dwelling if Landlord cannot in its sole and exclusive judgment, ascertain the identity of who was at fault.

Smoking of any kind within the Dwelling will result in an automatic forfeit of the Security Deposit as well as additional charges to cover cost of smoke odor removal and other damages.

Should Tenant execute a renewal lease or transfer to another Dwelling in the Neighborhood, the Security Deposit, if any, may be held until the termination of the final lease term. An inspection will be performed by a representative of Agent between lease periods or after Tenant has transferred to the new Dwelling. Tenant will be responsible for the immediate payment of any damages at this time.

Security Deposit refund checks that have not been deposited by Tenant after 180 days, due to incorrect mailing address, negligence on behalf of the Tenant, or any other reason, will be voided after 180 days.

5. **GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be jointly and severally liable with Tenant for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease (but has no obligation to exercise such right), or terminate Tenant's possession of the Dwelling, in the event such Guaranty is not fully executed and returned within seven (7) days from the date of execution of this Lease by Tenant, and may exercise such right at any time after such 7 day period through the date Tenant takes possession of the Leased Premises. When Landlord has determined that one or more Guarantors are required, Landlord will not, under any circumstances, permit Tenant to take possession of the Leased Premises without first having a valid, fully executed Guaranty Agreement, acceptable to Landlord, in hand. Tenant understands

that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. Tenant further consents to Landlord sharing with Guarantor, any information regarding Tenant in Landlord's possession, including but not limited to, breaches of the Lease, termination of the Lease and the reasons therefore, and any incidents involving Tenant within the Neighborhood (the foregoing however does not create any obligation of Landlord to do so). **The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. It is understood by Tenant that failure to return the Guaranty document does not release Tenant from his/her responsibilities and obligations for the entire Term of this Lease.**

IF THIS LEASE IS RENEWED BY TENANT, GUARANTOR SHALL REMAIN LIABLE UNDER ITS GUARANTY FOR ALL OF TENANT'S OBLIGATIONS UNDER THE RENEWED LEASE. ANY RENEWAL OF THE LEASE BY TENANT ON OR BEFORE AUGUST 1, 2020, SHALL RENEW THE OBLIGATIONS OF GUARANTOR SUBJECT TO ANY LIMITATIONS UNDER PREVAILING LAW. IF THE RENEWAL LEASE INCLUDES INCREASED MONTHLY RENTAL OR OTHER FINANCIAL TERMS, THEN GUARANTOR'S LIABILITY UNDER ITS GUARANTY SHALL BE LIMITED TO GUARANTOR'S POTENTIAL FINANCIAL OBLIGATION UNDER THE ORIGINAL TERMS OF THE LEASE.

6. **SERVICES:** In order to promote responsible use and conservation of electricity, water, sewage, trash or other services, Landlord is allocating the costs of some services in the Neighborhood and in some cases, placing Threshold Amounts on Landlord's obligation to pay for certain services. Tenant and any roommates of the Dwelling occupied by Tenant shall be jointly and severally liable for paying for any and all utility or service charges in the manner described in the chart below. For electric bills, the services will remain in Landlord's name and each Dwelling will be direct metered. For sewer/water, the service will remain in Landlord's name but will be direct metered and Landlord will bill the actual usage to all Dwelling tenants. Provider amounts will be divided equally among all tenants in a Dwelling and billed to each tenant, but to the extent any portion is unpaid by any tenant, all roommates will remain jointly and severally liable for such unpaid portion. Such obligation will exist for the entire Term of this Lease whether or not Tenant occupies the Dwelling. Tenant shall pay all utilities billed to Tenant within seventeen (17) days of Landlord billing Tenant.

Utility or Service	Tenant Responsibility
Electric	Tenant is responsible for any usage above the Threshold Amount of \$30 per Dwelling tenant
Sewer/Water	Tenant is responsible for any usage above the Threshold Amount of \$10 per Dwelling tenant

Landlord will provide cable, internet, lawn care, trash and landscaping. Landlord and Agent make no representations and hereby disclaim any and all warranties expressed or implied with respect to the services, including, without limitation, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord or Agent, whether in writing or otherwise, except as otherwise explicitly included in this Lease, or in in written documentation otherwise signed by the parties hereunder. Further, neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services, or for the malfunction of machinery or appliances serving the Leased Premises, Dwellings or any part of the Neighborhood. Neither Landlord nor Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Neighborhood. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire, or other natural damages, and Tenant hereby expressly waives all claims for such injury, loss, or damage and AGREES TO INDEMNIFY LANDLORD AND AGENT AGAINST ANY AND ALL CLAIMS OF INJURY OR DAMAGE AS MAY BE ASSERTED BY ANY GUEST OR INVITEE OF TENANT.

Tenant will be charged for utilities for the full Term of the Lease, regardless of whether Tenant physically occupies the Dwelling. Tenant agrees to pay for all charges billed in accordance with this Section during the Term of the Lease. Tenant and Guarantor(s) to the Lease are jointly and severally responsible for paying all charges billed to Tenant under this Lease.

7. **INSURANCE:** Tenant acknowledges and agrees that: (A) Landlord has not and will not insure any personal or other property of Tenant located within the Dwelling, Neighborhood or otherwise at or upon the Leased Premises at any time during the Term; (B) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; and (C) certain accidents, incidents or other events could arise or occur during the Term which could result in injury, damage or liability to or for Tenant or others. **Therefore, Landlord requires that Tenant obtain renter's insurance or other available similar insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents, and neither Landlord nor Agent shall have any liability with respect to the same. Such insurance shall provide minimum coverage of Ten Thousand Dollars (\$10,000) for personal property of Tenant and One Hundred Thousand Dollars (\$100,000) of personal liability.**
8. **TERMINATION:** Tenant shall not be entitled to terminate this Lease. Tenant may submit a sublet/reassignment request, which will be kept on file in Landlord's Neighborhood office in the event of an inquiry from a prospective resident. It is understood by Tenant that completion of a sublet/reassignment request does not release Tenant from his/her obligation until someone has completed all necessary paperwork, been approved by Landlord in its sole discretion, and all parties including Landlord have signed the sublet or reassignment agreement. Tenant understands that if someone is not found by either Tenant or Landlord, and approved by Landlord, Tenant will be responsible for payment for the entire Term of this Lease. Furthermore, if a third party executed the sublet agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party. Fees associated with the sublet or reassignment agreement are set forth in Paragraph 16, "ASSIGNMENTS OR SUBLETTING." Nothing in this paragraph or Lease shall obligate Landlord to release Tenant from its obligations under the Lease.
9. **MILITARY PERSONNEL CLAUSE:** Tenant's ability to terminate this Lease due to military service shall be governed by the Servicemembers Civil Relief Act (SCRA) and Section 92.017 of the Texas Property Code. For example, Tenant may terminate this Lease if Tenant enlists or is drafted or commissioned in the U.S. Armed Forces. Tenant may also terminate this Lease if Tenant is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President and Tenant receives orders for permanent change-of-station, receives orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or are relieved or released from active duty.

This Lease will not be terminated until after Tenant delivers to Landlord Tenant's written termination notice along with a copy of Tenant's military orders, permanent change-of-station orders, call-up orders or deployment orders, at which time this Lease will be terminated on the earlier date Landlord is required to terminate under the SCRA or Section 92.017 of the Texas Property Code . Permission for military base housing does not constitute a permanent change-of-station order.
10. **PETS: Pets are not allowed without a signed Pet Addendum and written authorization signed by all roommates and delivered to Landlord.** Owners of animals in violation of pet restrictions or who have not signed a Pet Addendum, paid a \$250 pet fee, and paid a \$250 pet deposit will be charged a one-time \$100 pet violation charge per animal, and may be also be charged an additional \$10 per day per animal, from the date the animal was brought into the Dwelling until the date the animal is removed or the date Tenant meets all applicable requirements, including submittal of the Pet Addendum and payment of the pet fee and pet deposit.
11. **RELOCATION:** Landlord reserves the right, upon five (5) days' advance written notice when possible, to relocate Tenant to another Leased Premises in the Neighborhood of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. To the extent such relocation is initiated by Landlord and is not a result of damage to the Dwelling as contemplated in Section 20 or related to a roommate conflict issue, Landlord shall offer reasonable assistance to Tenant in moving Tenant's personal property to such new Dwelling,

though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion. Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any separate expenses incurred by Tenant in relocating to another Dwelling. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease. For any relocation requested by Tenant approved by Landlord, Tenant shall be responsible for all moving expenses and payment of any applicable relocation fees then charged by Landlord. In the event of any relocation, whether initiated by Tenant or Landlord, this Lease shall be automatically amended as to make the "Dwelling" the new Dwelling. The five (5) day relocation notice described in this Section 11 is not required in the event the Dwelling is not delivered on time as discussed in Section 1 of this Agreement.

12. **CONDITION OF LEASED PREMISES AND DWELLING AND WAIVER OF WARRANTY:** Tenant hereby acknowledges that, upon Tenant taking possession of the Leased Premises at the beginning of the Term, Tenant will be deemed to have accepted the Dwelling in its "as is" present condition with no warranties of any kind concerning the condition or character of the Dwelling except as expressly required by Prevailing Law; and Tenant agrees that the Dwelling and its applicable fixtures, furniture, furnishings and appurtenances are clean, undamaged and in good working order and in fit and habitable condition, except as otherwise specifically noted on the Move-In/Move-Out Inspection Form which is completed by Tenant upon taking possession of the Dwelling. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY WAIVES HIS/HER RIGHT TO OBJECT TO: (I) THE PHYSICAL CHARACTERISTICS OF THE DWELLING AND (II) ANY AND ALL EXISTING CONDITIONS, VICES OR DEFECTS OF THE NEIGHBORHOOD.**
13. **TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant, at its sole expense, agrees to keep and maintain the Dwelling in good and clean condition, excepting reasonable wear and tear, and to make no alterations, improvements or additions thereto without Landlord's prior written consent. Any and all alterations, improvements or additions, including without limitation any process that involves the sawing, sanding, filing, carving, or penetration of any component of the Dwelling, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Dwelling by Tenant with Landlord's consent shall be made in accordance with Prevailing Law, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Dwelling at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Dwelling by Tenant without Landlord's written consent may be removed by Landlord and the Dwelling may be restored to its original state, reasonable wear and tear excepted, all at the Tenant's sole expense; and such expense shall constitute additional rent hereunder.

Tenant shall also (i) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (ii) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises; (iii) not deliberately or negligently destroy, deface, damage, impair or remove any part of the Dwelling or Neighborhood, or knowingly, recklessly or negligently permit any person to do so; (iv) conduct himself or herself and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the Neighborhood; and (v) to the extent Tenant has any firearms in the Dwelling, maintain any and all applicable licenses or permits related thereto.

Tenant will keep the sinks, lavatories, commodes and all other plumbing free of any obstructions and will immediately notify Landlord of any malfunctions, and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice. **All costs associated with any Tenant-caused malfunction or flooding will be charged back to the Tenant.**

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, governmental fines, fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead and attorneys' fees made necessary by, or resulting from any of the following: (a) any destruction, defacement, impairment or removal of any part of the Dwelling or Neighborhood by the Tenant or Tenant's guests or invitees, regardless of whether or not Tenant is negligent or whether or not Tenant's guests or invitees are negligent; and (b) the non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or

invitees, with such fees, costs and expenses (including reasonable attorneys' fees) constituting additional rent hereunder.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) unless otherwise permitted by the Rules and Regulations, keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, displaying, discharging, or possessing a firearm, knife, or other weapon that may threaten, alarm or intimidate others or roommates; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the Neighborhood is located, or (e) engage in any other illegal activities. It is understood and agreed that a single violation of this section shall be a default of the Lease.

Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Dwelling as if Tenant engaged in such acts or omissions himself/herself.

It is understood that Tenant will be occupying the Dwelling jointly and is jointly liable for any damages to the common areas of the Dwelling and its fixtures, furniture, furnishings, appurtenances, walls, ceilings, floors, carpets and doors. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Dwelling or the Neighborhood. Tenant shall promptly report to Landlord any repairs that need to be made to the Dwelling.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Dwelling is expressly reserved for Tenant only, and any persons occupying the Dwelling as a guest for more than 3 days during the Term shall be treated as a guest only if Landlord is notified in writing by Tenant and Landlord consents in writing thereto, which consent may be withheld in Landlord's sole and absolute discretion. Otherwise, the occupancy of the Dwelling by an unauthorized guest in excess of said 3 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant an amount of Rent equal to that being paid by Tenant, in addition to the right of Landlord to declare this Lease in default and pursue any of Landlord's other remedies hereunder or by Prevailing Law.

Tenant may receive door keys, mailbox keys, amenity wrist bands, parking decals, electronic access devices, electronic access codes, or any other issued item granting Tenant or its guests access to the Dwelling, Neighborhood or its amenities (the "Issued Items") which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties unless specifically permitted under the Rules and Regulations (such as a guest wrist band) and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.

14. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with roommates, Tenant's guests or invitees, or with any other tenants that reside in the Neighborhood. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease. Neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disaster, or any other cause; and Tenant hereby expressly waives all claims for such death, injury, damage or loss. **TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND AGENT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, HEIRS, BENEFICIARIES, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, FEES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES) ASSERTED BY ANY PERSON (INCLUDING WITHOUT LIMITATION TENANT OR TENANT'S GUESTS AND INVITEES) ARISING, DIRECTLY OR**

INDIRECTLY, OUT OF (I) ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN THE NEIGHBORHOOD, RESULTING FROM ANY REASON WHATSOEVER, INCLUDING WITHOUT LIMITATION THE ACTS OF LANDLORD OR AGENT, OR THE CONDITION OR MAINTENANCE OF THE NEIGHBORHOOD; (II) ANY ACTIVITIES OF TENANT OR TENANT'S GUESTS OR INVITEES IN AND AROUND THE NEIGHBORHOOD; OR (III) TENANT'S FAILURE TO PERFORM ANY COVENANT THAT TENANT IS REQUIRED TO PERFORM UNDER THIS LEASE. *THE INDEMNIFICATION OBLIGATIONS OF TENANT TO LANDLORD UNDER THIS SECTION SHALL NOT DEPEND UPON THE EXISTENCE OF FAULT OR NEGLIGENCE BUT SHALL APPLY WHETHER OR NOT TENANT, TENANT'S GUESTS OR INVITEES, LANDLORD, AGENT OR ANY OTHER PERSON IS AT FAULT AND SHALL INCLUDE ALL LEGAL LIABILITIES ARISING WITHOUT FAULT.* All personal property placed or kept in the Dwelling, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property.

15. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees that Landlord, Agent, or their respective agents, employees or representatives may enter the Dwelling, with or without Tenant's presence, at reasonable hours (or at any time in the case of an emergency), for the purpose of making inspections and repairs and to perform such other work that Landlord may deem necessary or at reasonable hours and with prior notice to Tenant for the purpose of displaying the Dwelling to prospective tenants or purchasers. No such prior written notice shall be necessary if Landlord has reasonable cause to believe Tenant has abandoned the Dwelling.
16. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Dwelling, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting or transferring of the Dwelling without the prior written consent of Landlord shall be null and void and shall be a default under this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 16 or as consent by Landlord to any subsequent assignment, subletting or transferring.

If Tenant wants to assign, sublet or transfer Tenant's interest in the Dwelling, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a sublet/reassignment request, which will be kept on file in Landlord's Neighborhood office in the event of an inquiry from a third party. It is understood by Tenant that execution of a sublet/reassignment request does not release Tenant from Tenant's obligations under this Lease, and Tenant understands that in the event an assignee, subleasee, or transferee is not found by either Tenant or Landlord, Tenant shall be responsible for payment of Rent for the entire Term of this Lease.

If Landlord consents to the assignment, subletting or transfer of Tenant's interest in Dwelling, Tenant and any Guarantor to this Lease shall remain liable under this Lease in the event of a default by the assignee or transferee unless Tenant and assignee or transferee have signed a reassignment agreement, Tenant has furnished payment of a \$250 reassignment fee, and Tenant's replacement has furnished all applicable application fees, deposits, executed lease and guaranty documents, and has paid the first month's rent. Landlord shall have the right to assign this Lease to another party if the Neighborhood is sold by Landlord and Landlord shall be released from all obligations contained herein.

In the event that Tenant has signed a Joint Dwelling Addendum, should Tenant or Tenant's roommates decide to sublet or reassign his/her lease, Tenant agrees to accept a roommate obtained through a sublease/reassignment request provided that the subtenant/assignee is a reasonable substitution and meets all Landlord's rental criteria.

17. **USE OF DWELLING; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Dwelling as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable Prevailing Law and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Dwelling to be used in any manner that could or does result in any damage to the Dwelling. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that

particular institution's student code of conduct or similar instrument(s), and failure to do so may, in Landlord's sole and absolute discretion, be deemed to be a breach of this Lease by Tenant.

18. **NO RELIANCE ON SECURITY SYSTEMS, DEVICES OR MEASURES:** Tenant acknowledges that Landlord makes no representations, either written or oral, concerning the safety of the Neighborhood in which the Dwelling is located or the effectiveness or operability of any security devices or measures in the Neighborhood. Landlord neither warrants nor guarantees the safety or security of Tenant or Tenant's guests or invitees against any criminal or wrongful acts of third parties. Landlord may, at its sole option, employ courtesy officers who may reside in the Neighborhood. It is expressly understood and agreed that the providing of courtesy officers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to ensure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants of the Neighborhood. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. These devices are not monitored on a 24 hour basis and are not designed to provide personal security services. Tenant agrees to comply with the security procedures and response actions set forth in the Aspen Heights Rules and Regulations. Tenant acknowledges and agrees that security systems, devices or measures, including, but not limited to, intrusion alarms, access gates (where applicable), keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices may fail, become inoperable when damaged, or be thwarted by criminals or by electrical or mechanical malfunctions. Tenant agrees to immediately notify Landlord of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Any charges resulting from the use of any intrusion alarm will be charged to Tenant, including, but not limited to, false alarms with police, fire or ambulance response, and required city permits or charges. In the event, Tenant chooses to have the intrusion alarm monitored, Tenant must make arrangements with an independent company to activate and monitor the alarm system. In such case, Tenant must provide Landlord with the alarm code and any special instructions for lawful entry into the Dwelling when no one is there. For Neighborhoods with access gates, Tenant agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Tenant's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Tenant's code, card or other entry mechanism to anyone else; and not tampering with the gate). Neither Landlord nor Agent have any duty to maintain or repair the gate or fencing and Tenant acknowledges to aid ingress/egress from the Neighborhood, including during peak hours, Agent may leave the gate open at certain periods. Further, Landlord may elect to remove the gate or leave the gate open in its discretion, for example, if the gate is routinely damaged by Neighborhood tenants and guests.
19. **BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Tenant will be ipso facto in default under this Lease, without the necessity of demand or putting in default, if: (i) Tenant fails to pay the Rent or any other charges or fees arising under this Lease or any addendum promptly as stipulated; (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in his/her/their Rental Application; (iv) Tenant discontinues the use of the Dwelling for the purposes for which it was rented; (v) Tenant or any of Tenant's guests or invitees fails to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the Neighborhood, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in any unlawful or immoral activities, and such activity or disturbance continues or occurs again after Landlord has given written notice to Tenant (such notice may be posted on the door of the Dwelling); (vi) Tenant is a convicted sex offender; (vii) Tenant is arrested for any criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs or a restraining order or other protective order is issued against Tenant; (viii) any illegal drugs are found in the Dwelling or any illegal activity is conducted in the Dwelling or within the Neighborhood; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; (x) Tenant participates in violent action that causes danger or damage to persons or property while in the Neighborhood; (xi) Tenant abandons or vacates the Dwelling prior to the expiration of the Term; or (xii) Tenant fails to move in within seven (7) days of the Term commencing unless Tenant provides notice to Landlord and has paid the initial Rent installment. Tenant understands and agrees that non-performance or breach of any of the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. **Landlord, to the fullest extent permitted by**

Prevailing Law, may terminate Tenant's right of occupancy by giving Tenant a 24 hour written notice to vacate in accordance with Section 24.005 of the Texas Property Code. Tenant shall be liable for all costs, fees and damages incurred by Landlord, and such actions shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under Prevailing Law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Dwelling or Neighborhood; (b) the right to accelerate the then entire unpaid balance of the Rent for the Term then remaining, or, the right to stand by and collect rental payments as they become due; (c) the right to terminate Tenant's right to occupy the Leased Premises to the fullest extent permitted by Prevailing Law; or (d) the right to sublease and rent the Leased Premises for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Dwelling or Neighborhood, and third, to the Tenant's rental obligations hereunder, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Prevailing Law.

Following a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder, and all fees and costs including without limitation court costs and attorneys' fees connected therewith shall be paid by Tenant. Any rentals or damages which remain unpaid after default shall bear interest at the rate equal to the lesser of fifteen percent (15%) per annum compounded quarterly, or the highest rate allowable under Prevailing Law.

Tenant will also be liable to Landlord for a releasing charge of 85% of the highest monthly rent during the Lease Term if:

- (1) Tenant fails to move in, or fails to give written move out notice as required in this Lease; or
- (2) Tenant moves out without paying rent in full for the entire Lease Term or renewal period; or
- (3) Tenant moves out at Landlord's demand because of Tenant default or is locked out; or
- (4) Tenant is judicially evicted.

The releasing charge is not a cancellation fee and does not release Tenant from its obligations under this Lease Agreement. Tenant agrees that the releasing charge is a reasonable estimate of damages including Landlord's time, effort, and expense in finding and processing a replacement and that the charge is due whether or not Landlord's releasing attempts succeed. The releasing charge does not relieve Tenant from continued liability for future or past due rent; charges for cleaning, repairing, repainting, or unreturned Issued Items, or other sums due.

20. **DAMAGE TO THE DWELLING:** In the event the Dwelling is either partially or completely destroyed by fire or other disaster, Landlord may at its sole discretion and without liability to Tenant: (i) elect to terminate this Lease, (ii) relocate Tenant to an alternate Dwelling in accordance with this Lease, or (iii) repair/rehabilitate the Dwelling. If the election to rehabilitate or repair is made, Tenant's rent shall be pro-rated so Tenant does not pay for the period when Tenant cannot occupy the Dwelling (or alternative Dwelling if provided by Landlord). If the Dwelling is not rehabilitated or repaired within a reasonable time frame of the fire or other disaster this Lease will terminate at the discretion of Landlord. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent if the damage or destruction to the Dwelling is the result of or is attributable in any way to Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up related to such damage or destruction. Each Tenant shall be jointly and severally liable for animal violation charges, missing smoke detector alarm batteries, and damages to the common areas in the Dwelling if Landlord cannot in its sole and exclusive judgment, ascertain the identity of who was at fault.

Should any vandalism occur that causes damage to the Dwelling, Tenant shall report said vandalism to local authorities within 24 hours and provide Landlord with the filed police report within one week of the incident, or Tenant will be held responsible for payment for any damage caused to the Dwelling.

21. **PARKING AND COMMON AREAS:** Various areas of the Neighborhood are designated and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, swimming pool, and other amenities made available by Landlord which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against those persons committing the acts. The unavailability of such areas shall not be a violation of this Lease.

PARKING IS ALLOWED ONLY IN DESIGNATED PARKING AREAS. UNLAWFULLY PARKED CARS WILL BE TOWED OR DISABLED THROUGH A "BOOT" OR SIMILAR DEVICE. Landlord does not permit any packages or deliveries to be left with Landlord, Agent or their employees, including in the Neighborhood clubhouse. If Tenant will have any valuable deliveries, Landlord recommends Tenant to schedule with the courier to require a signature receipt. Tenant acknowledges Landlord is not liable for the theft or loss of any packages or deliveries left at the Dwelling for Tenant by any courier.

22. **CHECK-IN AND CHECK-OUT PROCEDURES:** Tenant shall conduct a walk-through inspection within 24 hours of taking possession of the Dwelling and note on the Move-In/Move-Out Inspection Form as provided by Landlord, any conditions observed, whether or not Landlord agrees to repair or remedy same.

Before surrendering possession of the Dwelling, Tenant must give Landlord 30 days' advance written notice, but such notice will not release Tenant from any liability for the full Term of this Lease and Tenant will remain liable for Tenant's obligations under this Lease for the remaining Term.

It is understood and agreed that Tenant's failure to follow the prescribed check-out procedures and to return all Issued Items to Landlord may result in charges to Tenant for the unreturned Issued Items.

If all Issued Items issued to Tenant are not returned to Landlord, Tenant shall pay all costs and expenses associated with re-keying the Dwelling. If Tenant fails to comply with the check-out procedures of this Paragraph 22 by the end of the Term, and if Tenant fails to remove all personal property upon termination of the tenancy, then Tenant agrees that Tenant shall, in addition to any liability incurred under this Lease, be liable to Landlord for (a) rent in an amount of \$150.00 per day for each day past the last day of the Term Tenant holds over and (b) any consequential damages suffered by Landlord as a result of Tenant's failure to vacate the Leased Premises, including, without limitation, the loss of another potential tenant waiting to receive possession of the Leased Premises but is unable to do so by virtue of Tenant's failure to vacate. Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant checks out of the Dwelling and removes all personal property from same. Furthermore, Landlord, at its sole election, may elect to deem any failure to vacate the Leased Premises as an election by Tenant to renew this Lease at the then market rental rate for the Leased Premises.

23. **TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Agreement, and in addition to, and not in lieu of the other duties and obligations under this Agreement, Prevailing Law, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to: (a) fulfill all requirements outlined in the Rules and Regulations; and (b) fulfill or perform the following duties:

1. Remove all items of personal property that are not the property of the Landlord prior to the 1:00 p.m. check-out time on the expiration of the Term. If Tenant vacates the Dwelling or is dispossessed and fails to remove any of Tenant's personal property, those items shall be considered abandoned by Tenant, and Landlord shall be authorized to dispose of those items as Landlord sees fit in its sole and absolute discretion, subject to any restrictions imposed by Prevailing Law, a court's judgment or warrant of eviction.
2. Immediately vacate the Dwelling at the time of said expiration or termination.

3. Return the Dwelling to Landlord in substantially the same or better condition as the Dwelling existed when Tenant took possession, reasonable wear and tear excepted, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant.
4. Pay all unpaid rent and other charges or amounts due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord.
5. Return all Issued Items to the Dwelling to Landlord's Neighborhood office.
6. Remove all personal property of Tenant's, or Tenant's family, guests or subtenants, from any common areas, including, but expressly not limited to any items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out above).
7. Comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Lease.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Paragraph 4 above, and, any and all actual and consequential damages as permitted by Prevailing Law.

24. **FAILURE TO VACATE:** TENANT ACKNOWLEDGES AND AGREES THAT IF TENANT FAILS TO VACATE AS PROVIDED HEREIN, THAT (A) TENANT'S FAILURE MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH ARE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE WITHOUT LIMITATION, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT OR (ii) ACTUAL DAMAGES, PLUS REASONABLE ATTORNEYS' FEES; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL IN AS MUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE DWELLING TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.
25. **RULES AND REGULATIONS:** Tenant understands and agrees that Tenant is subject to the rules and regulations of the Neighborhood (hereinafter the "Rules and Regulations"), which are hereby incorporated into and comprise a part of this Lease. By executing this Lease, Tenant acknowledges that Tenant has been provided with a copy of or access to the Rules and Regulations included in the Resident Handbook, has read and agrees to abide by the Rules and Regulations, and to require Tenant's guests and invitees to abide by the Rules and Regulations. Tenant understands and agrees that non-performance or breach of any of the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Landlord may make changes to the Rules and Regulations, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.
26. **RENTAL APPLICATION:** Tenant represents and warrants to Landlord that all information provided by Tenant to Landlord on the rental application whether in written or electronic form is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Dwelling to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion, to the fullest extent permitted by Prevailing Law.
27. **DISCLOSURES:** Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, creed, color, ancestry, religion, sex, national origin, familial status, marital status, sexual orientation, disability or handicap. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, including future prospective landlords, Landlord may provide it.

28. **MOLD AND MILDEW:** Tenant agrees to regularly inspect the Dwelling for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Landlord in writing if Tenant detects leaks, mold or mildew within the Dwelling so that Landlord can remove mold and mildew from those areas. Tenant agrees to clean and remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Tenant agrees that after bathing, Tenant shall: (1) wipe moisture off of shower walls, shower doors, the bathtub and bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; (3) hang up Tenant's towels and bath mats so they dry completely and (4) leave any bathroom fan on for at least thirty minutes after completion of activity. For small amounts of mold and mildew on non-porous surfaces (such as ceramic bathroom tiles, vinyl flooring, wood or plastic), Tenant agrees to clean and remove the mold and/or mildew using soap (or detergent) and water, letting the surface dry and then using within 24 hours a spray-on-type household biocide, such as Pine-Sol Disinfectant, Lysol Disinfectant or Tilex Mildew Remover following the instructions of such product. No water beds are permitted in the Dwelling.
29. **SHUTTLE WAIVER:** In the event any shuttle service is offered, it is offered as a courtesy to Neighborhood tenants and Tenant hereby agrees and acknowledges that if Tenant elects to use a shuttle service to and/or from the Neighborhood and/or Tenant's Dwelling, Tenant shall use such shuttle service at Tenant's own risk. Tenant hereby agrees and acknowledges that in the event of any loss, injury or damage suffered during or in connection with Tenant's use of any such shuttle service, Tenant shall look solely to the direct provider of such shuttle service (i.e., the shuttle service company) and Tenant shall not initiate any action against Landlord or Agent, or any of their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors or assigns. Tenant acknowledges that while such shuttles may be branded as Aspen Heights under a licensing agreement, such shuttles are not operated by Landlord, Agent or its affiliates. Any shuttle service company reserves the right to refuse shuttle service to and/or remove from the shuttle any residents or non-residents who show signs of violent or disruptive behavior. Tenant shall have no claims for rent credit or otherwise against Landlord or Agent for any temporary or long-term interruption of shuttle service or discontinuation of such service. Open containers of alcoholic beverages of any type are strictly prohibited on any shuttle vehicles.
30. **TEXT MESSAGE AGREEMENT:** In order to facilitate clear communication, Landlord may send out important text messages regarding shuttle service, gate function, etc. via text message. By signing this agreement, Tenant authorizes Landlord to send said messages.
31. **PEST CONTROL:** Tenant agrees to report any pest issues to Landlord for necessary remediation. It is the responsibility of the Tenant to keep the Dwelling clean; if Tenant consistently lives in an unsanitary environment, Tenant acknowledges and accepts that Landlord is limited in its ability to address the pest situations, and Tenant waives the right to hold Landlord responsible for continual issues.

When inhabiting the Dwelling, Tenant agrees to inspect the house for fleas, bedbugs and termites to the best of Tenant's ability. Tenant shall notify Landlord prior to move-in if Tenant has recently lived anywhere that had a bed bug infestation and Landlord may require Tenant to have all furniture or other personal property of Tenant inspected by a pest control specialist prior to move-in at Tenant's expense. After Tenant has returned the Move-In/Move-Out Inspection Form, and if Tenant has not made mention of the aforementioned pests, Tenant will be responsible for all costs associated with pest control for the Dwelling. If Landlord confirms the presence or infestation of bed bugs after Tenant vacates the Dwelling, Tenant may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other Neighborhood residents in order to treat adjoining or neighboring dwellings to the Dwelling, Tenant may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.

32. **ROOMMATE ASSIGNMENTS & SHARED ROOM ASSIGNMENTS:** If Tenant signs a Joint Dwelling Selection with members of the opposite gender or indicates their acceptance of co-ed roommate placement by means of the

Roommate Matching Questionnaire, Tenant hereby releases the Landlord of any liabilities related to problems or conflicts that may arise with roommates, roommates' guests, licensees, or invitees, or with any other residents that reside at the Neighborhood.

Tenant understands that should Tenant ever have roommate conflicts that require Tenant to transfer to a different Dwelling, if available, Tenant may only be moved to a Dwelling that does not have roommates of the opposite gender.

If two Tenants desire to share the Leased Premises, such Tenants will enter into a single Lease and understand that sharing the Leased Premises, subject to Prevailing Law, will increase the rental rate for the Leased Premises by \$200 per Rent installment. Tenants further understand that should a Tenant in the shared Leased Premises decide to sublet/reassign his/her portion, the remaining Tenant will have the option of living alone in the Leased Premises at the increased rate or agreeing to live with the subletting/replacement roommate. Notwithstanding anything else herein, Tenants sharing the Leased Premises, as well as their respective guarantors, are jointly and severally liable for all obligations hereunder related to the Rent and other charges allocated to such Leased Premises. All Tenants signing a shared Lease agree that late fees, damage charges, fines, etc. will be divided equally among all Tenants.

If Tenant fails to enter into any Dwelling Addendum, Tenant shall be deemed to be electing for Landlord to assign Tenant to a Dwelling and waives all rights to select Tenant's roommates and/or the specific bedroom type requested. Tenant agrees to the roommates assigned to the Dwelling by Landlord and understands that if a bedroom in the Dwelling assigned to Tenant becomes vacant, including if a roommate under a Joint Dwelling Addendum vacates or fails to move in to the Dwelling for any reason, Landlord may place a new tenant in the unoccupied bedroom in the Dwelling. Tenant is freely entering into this Lease knowing that Tenant will share the Dwelling with other tenants that may be assigned by Landlord. Further, Tenant consents to Landlord sharing Tenant's contact information with assigned roommates prior to the Term.

33. NOTICES: Landlord, pursuant to a separate written agreement, has designated Agent, as its agent for the purposes of managing and operating the Neighborhood, acting for and on behalf of Landlord for the purpose of service of process and receiving and receipting for notices and demands, and exercising any of Landlord's rights hereunder; provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's non-liability and non-duty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered, (ii) if mailed by certified United States mail, return receipt requested, in each such case upon receipt or refusal of delivery, (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication, (iv) with respect to any notice to Tenant, if affixed to the door of the Dwelling, or (v) if sent via an authorized private overnight carrier such as FedEx or United Parcel Service. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to Tenant at the Dwelling or at such other address as Tenant shall have previously specified by notice in writing to Landlord or at the email address provided by Tenant in Tenant's rental application. Other than notices related to reassignment/subletting, which shall be delivered to Agent's office in the Neighborhood, all notices to Landlord shall be sent to Aspen Heights, 1301 S. Capital of Texas Highway, Suite B-201, Austin TX, 78746. Notwithstanding anything herein to the contrary, Landlord may not send notices and other communications by email if such notice or other communication is regarding termination of this Lease or eviction of Tenant.
34. AMENDMENTS AND WAIVERS: No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord and Tenant. No waiver of a breach of any term, condition, covenant or provision in this Lease shall be construed to be a waiver of a succeeding breach of the same term, condition, covenant or provision or any other terms, conditions, covenants and provisions of this Lease. The failure of Landlord to insist upon strict performance of any of the terms, conditions, covenants, or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions, but the same shall be and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any term, condition, covenant or provision hereof, shall not be deemed a waiver of such breach, and no

waiver by Landlord of any term, condition, covenant and provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

35. **SECURITY DEVICES AND SMOKE DETECTORS:** Subchapter D, Chapter 92 of the Texas Property Code requires the Dwelling to be equipped with certain types of locks and security devices. Landlord has rekeyed or reprogrammed the security devices since the last occupants vacated the Dwelling or will rekey or reprogram the security devices within 7 days after Tenant moves in. "Security Device" has the meaning ascribed such term in Section 92.151 of the Texas Property Code. **All notices or requests by Tenant for rekeying, changing, installing, repairing or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security device desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.**

Subchapter F, Chapter 92 of the Texas Property Code requires that the Dwelling to be equipped with smoke detectors in certain locations. **Requests for additional installation, inspection or repair of smoke detectors must be in writing.** Disconnecting or intentionally damaging smoke detectors or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under Section 92.2611 of the Texas Property Code.

36. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with all applicable laws, ordinances and regulations of the state, county, province, and city in which the Neighborhood is located, ("Prevailing Law") notwithstanding the residence or principal place of business of any party hereto, the place where this Agreement may be executed by any party hereto or the provisions of any jurisdiction's conflict-of-laws principles. Any action or proceeding seeking to enforce any term, condition, covenant or provision of, or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Neighborhood is located, in the City in which the Neighborhood is located, in a justice of the peace court in the district where the Neighborhood is located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Neighborhood is located, and each of the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto anywhere in the world. Each party further waives any right to trial by jury for any matter arising out of this Lease. Time is expressly declared to be of the essence of this Lease.

This Lease and Tenant's interest in the Dwelling are automatically subject to, and will remain at all times subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Dwellings by Landlord, to all advances made under any such lien or encumbrance, to the interest payable in respect of any such lien or encumbrance, and to any and all renewals and extensions of any such lien or encumbrance.

Tenant may have rights under Texas Law to terminate the lease in certain situations involving family violence, sexual assault, or a military deployment or transfer. Tenant is advised to review Sections 92.016 and 92.0161 of the Texas Property Code.

Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants and provisions hereof. Except to the extent otherwise stated in this Lease, references to "Section" or "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular Section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's invitees or others using the Dwelling with Tenant's express or implied permission.

In the event that any part of this Lease is construed or declared unenforceable or contravenes Prevailing Law, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease.

Tenant shall not record this Lease in the public records of the County or State, and in the event this Lease becomes of public record Tenant hereby names Landlord or Agent its agent and authorizes such party to remove it from the public record, and agrees to pay any costs or expenses associated therewith.

There are no oral agreements between Landlord and Tenant or Agent and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

OUR AFTER HOURS TELEPHONE NUMBER IS: 210-290-9061 (And always call 9-1-1 in the event of a police, fire, medical or other emergency).

ACKNOWLEDGMENT – TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY ADDENDA DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE DWELLING AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE DWELLING, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE AND ALL RULES AND REGULATIONS. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the day and year first above written.

CAUTION – IT IS IMPORTANT THAT TENANT THOROUGHLY READ THIS LEASE BEFORE TENANT SIGNS IT. TENANT ACKNOWLEDGES IT IS NOT RELYING ON ORAL AGREEMENTS, PROMISES OR REPRESENTATIONS OTHER THAN THOSE DOCUMENTED IN THIS LEASE AND AGREES HE/SHE IS NOT RELYING ON ANY SUCH ORAL AGREEMENTS, PROMISES OR REPRESENTATIONS. TENANT ACKNOWLEDGES THAT THIS LEASE CONTAINS CERTAIN INDEMNITY OBLIGATIONS BY TENANT IN PARAGRAPHS 6 AND 14

TENANT:

Name: _____ Date Signed: _____

LANDLORD:

Breckenridge Group Corpus Christi Texas, LP

By: _____
Name: _____
Title: _____
Date Signed: _____