

959 Franklin
LEASE AGREEMENT

BASIC TERMS:
Date: 3/12/2024
Apartment Community: 959 Franklin
Resident: Arnav of De (“you” or “your”)
Landlord (Owner): ACC OP (Franklin Blvd) LLC (“us”, “we” or “our”)
Landlord’s Address: c/o Manager, 959 Franklin Blvd Eugene, Oregon 97403 Attention: General Manager
Manager: ACC OP Management LLC
Premises: A Private (“Bedroom”) accommodation in a 2 Bedroom, 2 bathroom Apartment (“Apartment”), within an Apartment building (“Building”) within the Apartment Community, as more specifically described in Paragraph 1a below. Your specific Building, Unit and Bedroom will be assigned to you prior to the beginning of the Lease Term. You and your Guarantor agree that this unit selection process adequately identifies the Leased Premises in order to enter into this Lease Agreement.
Unit Type: 2 Bed - 2 Bath D Standard Bedroom Private Bath
Lease Term: Starting Date of Lease Term: 9/21/2024; Ending Date of Lease Term: 9/3/2025

Base Rent and Additional Rent: Base Rent and Additional Rent are due and payable as outlined per the Installment Schedule	
2 Bed - 2 Bath D Standard Bedroom Private Bath	\$17,568.00 (total Rent for Lease Term is due and payable as outlined per Installment Schedule)

Base Rent and Additional Rent (additional fees, charges and applicable sales taxes) payable by you under this Lease Agreement are together referred to as “Rent”, to the extent permitted by law. Rent plus the additional fees, charges and/or modifications by addenda for the Lease Term is \$17,568.00 and is payable in 12 installments, without offset or deduction, and you agree to pay such Rent as follows per the Installment Schedule:

INSTALLMENT SCHEDULE:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$1,464.00	9/1/2024	\$1,464.00	3/1/2025
\$1,464.00	10/1/2024	\$1,464.00	4/1/2025
\$1,464.00	11/1/2024	\$1,464.00	5/1/2025
\$1,464.00	12/1/2024	\$1,464.00	6/1/2025
\$1,464.00	1/1/2025	\$1,464.00	7/1/2025
\$1,464.00	2/1/2025	\$1,464.00	8/1/2025

Rates/installments do not represent a monthly rental amount, and are not prorated, but rather represent the total Rent due for the Lease Term divided by the number of installments.

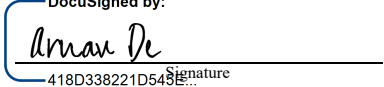
Guarantor: The Guarantor has guaranteed Resident’s duties and obligations hereunder pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. Resident’s failure to provide an executed Guaranty Agreement shall not render this Lease Agreement invalid but shall be a default of this Lease Agreement (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease Agreement). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease Agreement. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this Lease Agreement and all Rent and other obligations.

Addendums attached to this Lease Agreement:

Utility Addendum	Mold Information and Prevention Addendum	Safety Guidelines
Tenant Education Information	Apartment Rules and Regulations	Parking Rules (if applicable)

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Addendums, are attached as subsequent pages to this Lease Agreement. This Lease Agreement consists of this page of Basic Terms, the Additional Terms and Provisions, the Addendums, and the Guaranty Agreement.

AGREEMENT:
RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AGREEMENT AND THAT THEY ACKNOWLEDGE THAT THIS LEASE AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. IT IS THE INTENTION OF ALL PARTIES TO THIS LEASE THAT THE PROVISIONS OF THIS LEASE, ITS TERMS, AND ADDENDUMS, SHALL BE ENFORCED SUBJECT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE AGREEMENT IS VALID AND BINDING AS A RENEWAL OF BOTH THIS LEASE AGREEMENT AND THE GUARANTY.

LANDLORD: ACC OP (Franklin Blvd) LLC By: ACC OP Management LLC	RESIDENT: By: Arnav of De DocuSigned by:  418D338221D548E...
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ADDITIONAL TERMS AND PROVISIONS AND ADDENDUMS FOLLOW THIS PAGE



Resident Initials

ADDITIONAL TERMS AND PROVISIONS:**1. PREMISES.****a. Description.** The "Premises" is defined as including each of the following:

- i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
- ii. Together with the other Residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease Agreement, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all Residents have general access);
- iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
- iv. Your shared use of the mailbox assigned to you by Manager.

However, within three (3) days after we provide written notice to you, we have the right to relocate you from one (1) Bedroom in the Apartment to another or even to another Apartment in another Building within the Apartment Community.

b. Occupants. Maximum occupancy of each "bed space" subject to an individual liability Lease Agreement is limited to one (1) person per "bed space". An adult with a child under twenty-four (24) months of age at the time the Lease Agreement or Renewal and Amendment of Lease Agreement is signed can lease a single "bed space", but only in a bedroom designated as a private bedroom.

A group of people or person that includes a child over twenty-four (24) months of age wanting to live together in the same apartment must rent all of the "bed spaces" within the apartment as private bedrooms, with maximum occupancy limited to a total of two (2) persons per number of bedrooms, plus one (1) additional person for the entire apartment. This includes any and all "extra" rooms that may be present within the apartment that are not kitchens, dining rooms, bathrooms, or bedrooms, such as "dens", "lofts", and/or "studies" etc.

If the Apartment consists of more than one (1) Bedroom, we have the right, when any Bedroom within the Apartment is unoccupied, to place a new Resident in the unoccupied Bedroom unless you and all other Residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due and other charges due for such unoccupied Bedroom. You are not allowed to use any vacant room in your Apartment for any purpose whatsoever unless you are paying Rent for the room. If we discover that you are using a room in your Apartment that should be vacant, we have the right to charge an amount equal to thirty (30) days' Rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the Residents of the Apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the Apartment. Multiple violations will result in multiple charges both for unauthorized use of the room and for refurbishment of the room.

The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease Agreement.

c. Condition on Starting Date. A Unit Condition Form will be provided to you at the time that you move into the Premises either electronically via the Resident Portal Account or via a paper copy. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred thereto. Your completed Unit Condition Form can be viewed in the Resident Portal Account or if completed via a paper copy, you will receive a copy. Except for what you tell us in writing on the Unit Condition Form, **you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER THE OREGON RESIDENTIAL LANDLORD TENANT ACT, DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

d. Maintenance, Alterations, Room Decoration and Repairs.

- i. You are responsible for and will take good care of the Premises, including any furniture located on the Premises and in the Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, plumbing, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. 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. We can require you to prepay or, if we elect, you agree to repay us, within ten (10) days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease Agreement or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other Residents of the Apartment if we cannot determine who is responsible). If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Manager may deduct the cost of carpet cleaning from the Security Deposit regardless of whether Resident cleans the carpet before Resident delivers possession of the Apartment back to Manager pursuant to ORS 90.147. You agree to leave the Premises at the end of the Lease Agreement in good condition, reasonable wear accepted. "Reasonable wear" means wear occurring without violation of this Lease Agreement, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease Agreement and any Renewal of this Lease Agreement.
- ii. You will be charged a \$250 fee for disconnecting, tampering, or intentionally damaging a smoke alarm, smoke detector, or carbon monoxide alarm. Your Apartment and Building have working smoke alarms, smoke detectors and carbon monoxide alarms. We will maintain any smoke alarms, smoke detectors, or carbon monoxide alarms upon written notice of any deficiency with the alarms.
- iii. Emergency Repair Notification: Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, water overflow/intrusion or damage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or

others. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.

Non-Emergency Repair Notification: You must notify us promptly in writing at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the Premises secure, in good working order or to prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment and/or interrupt utilities to the Premises, your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community, unless caused by our or the Manager's willful misconduct or negligence. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- v. **Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our or Manager's negligence or willful misconduct or the negligence or willful misconduct of Landlord or Manager. We urge you to obtain your own insurance for losses due to such causes.**
- vi. The use of surveillance cameras (Ring Doorbell Cams, Blink Cams, or any other type of similar equipment) shall not be permitted to be installed either inside the Apartment or outside of the Apartment without prior permission from Landlord. If these devices are discovered, Landlord may request that Resident remove the equipment immediately and Resident will be responsible for restoring the Apartment to the same condition prior to the installation of the same. If Resident does not comply with removal of the equipment, Landlord may treat this noncompliance as a default under this Lease Agreement and may proceed accordingly.

e. Mold Prevention and Bed Bug Information.

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

BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION: Landlord has no knowledge of any bed bug infestation in the Premises. Resident agrees not to bring onto the Premises, personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at www.stopbedbugs.org and the information below.

Information about Bed Bugs:

- i. **Bed bug appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- ii. **Life cycle and reproduction:** An average bed bug lives for about ten (10) months. Female bed bugs lay one (1) to five (5) eggs per day. Bed bugs grow to full adulthood in about twenty-one (21) days.
- iii. Bed bugs can survive for months without feeding.
- iv. **Bed bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
- ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.
- iii. Very heavily infested areas may have a characteristically sweet odor.
- iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs have fed on them.
- v. For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association: <http://www.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>

Report Suspected Bed Bug Infestations As Soon As Possible:

- i. **Prompt reporting:** If you find or suspect a bed bug infestation, please notify Landlord as soon as possible, and describe any signs of infestation so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from Apartment to Apartment.

Cooperation with Pest Control:

- i. Residents shall cooperate with the inspection including allowing entry to inspect any Apartment selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
- ii. Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the Apartment, the deadline for any Resident preparation of the Apartment and a pretreatment checklist with information provided by the pest control operator.
- iii. The Resident shall fulfill their responsibilities for Apartment preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- iv. Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- v. If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by Landlord or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- vi. Residents who are not able to fulfill their Apartment preparation responsibilities shall notify the Landlord at least one (1) business day prior to the scheduled pest control operator visit for inspection or treatment.
- vii. Resident must vacate their Apartment for the duration of time required by the pest control operator for treatment purposes, and to allow chemicals to safely dissipate, and shall not re-enter the Apartment until directed by the pest control operator to do so.

Prevention Recommendations:

- i. Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your Apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
 - ii. Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them to the Premises. Never take discarded items from the curbside.
 - iii. Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
 - iv. Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
 - v. Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home (a dryer on high heat can kill bed bugs.)
- f. Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including but not limited to the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff. You may be present for our move-out inspection if you give us written notice that you would like to be present and schedule an appointment. If you leave any of your property in the Premises after you transfer possession of the Apartment to us, then that property shall be deemed to be abandoned by you and, after proper notice as required by law, will be disposed of pursuant to Oregon Law.
- 2. LEASE TERM.** This Lease Agreement starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the term or reduce or limit your liability), but you may not occupy your Premises until this Lease Agreement and other required documents have been fully signed by all parties.

If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with thirty (30) days advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease Agreement and we can withhold your Security Deposit unless all payments through the Ending Date have been made.

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease Agreement. If you have not or do not intend to move in to your Apartment on or after the starting date of your Lease Agreement you are still obligated to all terms and financial obligations under this Lease Agreement. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease Agreement for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our reasonable discretion. If you abandon the Apartment prior to the expiration of the Lease Term, the Manager will use marketing efforts to secure a Replacement Resident. If the Manager is successful in securing a Replacement Resident, you will be responsible for reimbursing the Manager for the costs related to locating a Replacement Resident and renting the Apartment to a Replacement Resident. The Manager's cost for locating a Replacement Resident will include marketing costs of \$240.00. The Replacement Resident must be approved by the Manager. Your obligations will be terminated under this Lease Agreement once the Replacement Resident has completed all necessary paperwork, all fees are submitted to Manager, and Manager approves and executes the Lease Agreement for the Replacement Resident.

If you have moved into the Premises and you relet the Premises, you must move out of the Premises a minimum of five (5) business days prior to the Replacement Resident's Lease Agreement start date to allow Manager time to make the Premises ready and available. You are responsible for all Rent and utilities until the start date of the Replacement Resident's executed Lease Agreement.

- 3. RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent and Additional Rent and any other fees or charges which are payable by you at the same time installments of Rent are payable) on or before the date on which it is due and without us having to make demand for payment. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). All checks should be made payable to Landlord. Post-dated checks will not be accepted and will be returned to the Resident. Resident may also pay Rent via the Resident Portal via either credit card, debit card, or ACH. Resident agrees and understands that these payments are processed by a third-party payment processor (the "payment processor") and have payment processing fees that are charged

and collected by the payment processor. These payment processing fees are not collected or charged by Landlord or any of its affiliated entities and the fee amounts can be found at americancampus.com/zego-fees. **Cash will not be accepted. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** At our option, we can require that Rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. Personal check and/or ACH payments will not be accepted.

- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Manager on or after the fifth (5th) day of the month, and Manager will charge you (and you agree to pay) a late charge of \$100.00. You also agree to pay a \$35.00 charge for each returned check or nonsufficient/rejected/declined electronic payment, (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
 - b. All your payments shall be applied as follows: (1) Rent for the current rental period; (2) utility or service charges; (3) late Rent payment charges; and (4) fees or charges owed by the Resident or other fees related to damage claims or other claims against the Resident, regardless of whether or not you have made notations on payments or payment remittal, and regardless of when or how the obligation came about.
 - c. While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. You agree to sign any documentation necessary for us to accept a partial payment of Rent. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current or will accept partial payment in the future. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In addition, Landlord's acceptance of any payment marked "final payment" or "paid in full" or similar notation does not absolve Resident of any outstanding balance.
 - d. You are liable for all costs or charges associated with our having to provide additional services to you or at your request and for all fees or charges associated with being in violation of the Apartment Community Rules and Regulations (the "Rules and Regulations"), which are attached to this Lease Agreement. Additional policies and regulations may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook, and the Resident Handbook is included as a part of this Lease Agreement. Resident agrees to review this document and acknowledge receipt as applicable.
 - e. Fees and charges may not be split among all roommates in the Apartment and may be charged in their full amount to each Resident that is in violation of the Lease Agreement, Rules and Regulations, and/or Resident Handbook. Except as otherwise stated, any violations of the Lease Agreement, Rules and Regulations, and/or Resident Handbook may result in fees as follows:
 - i. 1st violation: A written warning letter will be issued to the Resident specifying the violation and describing the fee that will be imposed for a second noncompliance, or a termination notice will be issued that specifies the violation and describes how the Resident may remedy the violation in order to avoid termination.
 - ii. 2nd same/similar violation: Resident will be charged and agrees to pay violation charge in the amount of \$50.00. Landlord may, in its discretion, declare Resident to be in default under the Lease Agreement.
 - iii. 3rd and subsequent same/similar violations: Resident will be charged and agrees to pay violation charge in the amount of \$50.00 plus 5% of the current monthly Rent installment. Landlord may, in its discretion, declare Resident to be in default under the Lease Agreement.
4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease Agreement, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease Agreement) as partial security for all of your obligations under this Lease Agreement. **The Security Deposit will not be our limit of damages if you violate this Lease Agreement, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease Agreement, but we can use, if we want to, all or any part of the Security Deposit for any of your unpaid obligations. Within thirty-one (31) days after (a) expiration or termination of this Lease Agreement and (b) surrender of the Premises (including return of all keys and physically vacating the Premises), we will either refund the Security Deposit to you or will give you a written account stating the basis or bases of our claim to the Security Deposit along with any unclaimed portion. The return of any unused portion of the Security Deposit will be provided via US Mail or by electronic means, if available and as permitted by law. If we sell our interest in the Apartment Community and your Security Deposit is transferred to the new Owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new Owner for return of the Security Deposit.
5. **UTILITIES.** Utilities that are furnished by the Landlord, billed back to the Resident and/or are the Resident's responsibility are outlined in the Utility Addendum. You must pay for related deposits, and any charges, fees, or services on applicable utilities. Unless we are responsible for providing and paying for utilities, you will not allow the utilities in the Apartment to be disconnected for any reason, including disconnection for nonpayment, regardless of who is the utility customer of record—until the Lease Term or Renewal period ends. Cable/satellite channels that are provided may be changed during the Lease Term if the change applies to all Residents or as changed by the provider. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is interrupted, you must use only battery-powered lighting. If utility charges are determined by an individual utility meter or an alternative formula, we will attach an addendum to this Lease Agreement in compliance with state rules, regulations and statutes or city ordinance.
- Failure to maintain utilities as required herein is a material violation of the Lease Agreement and may result in termination of tenancy, eviction and/or any other remedies under the Lease Agreement and state law. Your bills may contain charges from utility bills, and other appropriate sources of utility charges subject to state and/or local laws, rules, ordinances, and regulations. Resident may inspect the provider's bill by contacting the General Manager at the Management Office during normal business hours. Resident may obtain a copy of the provider's bill by making a request to Landlord during the inspection and upon payment to Landlord for the reasonable cost of making copies. Where lawful, you may receive estimated bills in the event that the Property does not receive charges from the providing utility provider in a timely manner, or meters at the Apartment Community, (including but not limited to sub-meters), are not able to provide accurate reads.
6. **IDENTIFICATION REQUIREMENTS.** Residents and guest(s) of the Apartment Community, when requested by Manager, must present a valid picture ID. Failure to do so may result in temporary and/or permanent guest removal from the Apartment Community. All Residents and guest(s) are required to be in possession of identification at all times.
7. **KEYS.** Residents are responsible for the security of their Apartment and Bedroom. Each Resident is issued keys upon check-in and is responsible for returning issued key(s) upon check-out. Replacement cost for an Apartment key fob and/or lock change is \$50.00. Replacement cost for a Bedroom key and/or lock change is \$35.00 and Replacement cost for a Mailbox key and/or lock change is \$20.00. Lockout service may be requested by Resident, and lockout fees will be charged for this service. ~~DS~~

8. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, UNLESS SUCH CLAIM OR DAMAGE WAS CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE PREMISES INCLUDING THE BEDROOM, APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

YOU HEREBY INDEMNIFY LANDLORD, MANAGER, AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE AGREEMENT.

If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit. Resident also waives their right to a jury trial.

9. **DEFAULT AND REMEDIES.** If you are in violation of this Lease Agreement or of the Residential Landlord and Tenant Act of Oregon (as codified in Chapter ninety (90) of the Oregon Revised Statutes), our remedies for breach of this Lease Agreement will be pursuant to Oregon Law.
10. **LANDLORD'S RIGHT TO ENTER.** In the event of an emergency, both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises. Rooms may be entered to respond to an emergency situation and appropriate administrative requirements, including maintenance, pest control, safety, or health concerns. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease Agreement, and you will be liable for any damage caused thereby). With twenty four (24) hours prior written notice to you, we and/or the Manager can also enter the Premises to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective Residents, other Residents or insurance agents or to perform maintenance, repairs or pest control.

In addition Manager will cooperate with outside agencies operating under a lawfully-issued search warrant.

11. **FIRE OR OTHER CASUALTY.** If in our judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease Agreement within a reasonable time after such determination by giving you written notice of such termination. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease Agreement, we will, within a reasonable time, rebuild the damaged Premises. During such reconstruction we may provide temporary housing within the Premises or within a reasonable distance of the Premises and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or other casualty.
12. **SUBORDINATION.** The lien of any lender(s) of loans secured by our interest in the Apartment Community will be superior to your rights as a Resident under this Lease Agreement. Therefore, if we violate the loan and a lender becomes the Owner of our interest in the Apartment Community, such lender may terminate this Lease Agreement or it may elect to continue this Lease Agreement. Your rights under this Lease Agreement are therefore subject to the rights of the lender(s) of loans secured by our interest in the Apartment Community.
13. **RULES AND REGULATIONS.** You and your guests must comply with all written rules, regulations, and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules, regulations, and policies are considered to be a part of this Lease Agreement and, to the extent allowed by law, we can revise, change, amend, expand or discontinue the rules, regulations and policies at any time at our sole discretion by posting a notice for thirty (30) days on a bulletin board or other area that we designate for notices to Residents or by written notice to you.
14. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community or our interest therein shall not affect this Lease Agreement or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease Agreement and the new Owner of the Apartment Community or such interest therein will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new Owner of the Apartment Community a copy of this Lease Agreement and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection therewith.
15. **RESIDENT INFORMATION.** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. You further represent that you understand and agree that your contact information will be shared with your roommate(s) as needed for roommate matching and room assignment purposes. Further, you acknowledge that if there is a need to disclose information regarding you and/or your rental history to law enforcement; a federal, state, or local governmental body; or another third party for governmental, legal, safety, or business purposes, Manager will provide the requested information as necessary or appropriate, including when disclosure is permitted or required by law.
16. **LIABILITY OF RESIDENTS.** Each Resident of an Apartment is jointly and severally liable with the other Residents of the Apartment for all Lease Agreement obligations relating to Apartment Common Areas; however only you are liable for the Lease Agreement obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease Agreement. You are not liable for any of your fellow Resident's obligations as to their Bedroom or their Rent payable to us. Your Bedroom has been assigned to you by the Landlord. If you fail to move into the correct Bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We will not rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Damage to the Common Area spaces will be divided equally among all Residents unless one Resident claims responsibility in writing to Manager for the damages. Residents are responsible for any damage/violations caused by their guests.
17. **LIABILITY OF LANDLORD.** If we violate this Lease Agreement, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us ten (10) days to cure it.

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18. **SAFETY.** WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE AGREEMENT. None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that, except as otherwise provided by law, Manager and we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons unless caused by our or the Manager's negligence or willful misconduct. Manager and we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the Premises are not a security building and that you do not hold Manager or us to a higher degree of care. **YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
19. **GENERAL.** With regard to all provisions of this Lease Agreement, time is of the essence (this means that timing is very important in the performance of all matters under this Lease Agreement, and all deadlines will be strictly enforced). Your execution of this Lease Agreement confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease Agreement is the entire agreement between the parties. We make no representations or warranties that all Residents of the Apartment Community will be students. Our representatives (including Manager and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease Agreement or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us. All Lease Agreement obligations are to be performed in the county where the Apartment Community is located and this Lease Agreement shall be governed by and interpreted under the laws of the state in which the Apartment Community is located. Unless this Lease Agreement clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease Agreement will not invalidate this Lease Agreement. If any part of this Lease Agreement is not valid or enforceable, it shall not render the remainder of this Lease Agreement invalid or unenforceable.
20. **MANAGER/NOTICES.** Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease Agreement. Any notices you need to send to us under this Lease Agreement (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease Agreement by Resident to Landlord must be delivered by personal delivery, first class mail, or certified mail; return receipt requested and will be considered delivered and received upon actual receipt. All notices to you can be delivered to your Apartment and/or to your mailbox; however, such notices to you will be delivered by first class mail when required by applicable law. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: c/o American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Sr. Vice President of Management Services. Unless this Lease Agreement or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing by personal delivery, United States First Class Mail, may be given electronically (i.e. via email to Resident's address on file) and/or via text message, subject to our rules.
21. **MODEL DISCLAIMER.** The model Apartment, including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, light fixtures and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which the Owner intends to use in the Apartment to be leased to Residents. The actual colors, styles, sizes, shapes, models, designs, materials, manufacturers and upholstery of these items in the Apartment to be leased may vary. The actual Apartment to be leased will not include the lamps, artwork, pictures, clothing, unattached appliances, accessories, other personal property and decorations contained in the model which are for display purposes only. The actual furniture provided may vary by number of beds and baths leased.
22. **SMOKING POLICY.** You acknowledge that the Apartment Community is a smoke-free community and that smoking is prohibited in all areas of the Apartment Community pursuant to Oregon Law.
23. **COMPLIANCE WITH RESIDENTIAL LANDLORD AND TENANT ACT.** This Lease Agreement is intended to comply with the provisions of the Oregon Residential Landlord and Tenant Act (the "Act"), pursuant to Oregon Law, in effect on the date first written above. If a court determines that any provision in this Lease Agreement conflicts with the Act, the provisions of the Act will control. This Lease Agreement will be deemed to be amended to comply with any statutory changes in the Act if the changes apply retroactively to existing Lease Agreements, but not otherwise.
24. **INCOME AND GUARANTOR REQUIREMENTS.** Applicant must earn an annual gross income equal to three (3) times the total Rent installments as outlined on the first page of the Lease Agreement and must have qualifying credit history. Applicant must have held that employment for at least one (1) year prior to the Housing Application date. Proof of income must be supplied via two (2) recent pay stubs, four (4) if paid weekly, two (2) most recent bank statements, financial aid award, SEVIS I-20, tax records or court documents. If the Applicant cannot prove income and does not meet the qualifying credit history, the Applicant must have a Guarantor sign a Guaranty Agreement, guaranteeing Resident's obligations under the Lease Agreement. The Guarantor must meet the stated income and credit history requirements. Any Applicant who cannot prove income and qualifying credit history, and cannot provide a Guarantor, must pay the sum of first and last rental installment on the first installment due date as listed on the first page of the Lease Agreement.

By signing this Lease Agreement you agree to provide the required information within ten (10) days of the day you sign this Lease Agreement or before the Lease Agreement begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the option, but not the obligation to declare this Lease Agreement in default and market the room (s) you have contracted as described on the front page of this Lease Agreement to others. You will be responsible for the cost to market the room (s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.

25. **RENTAL INSURANCE.**

You are responsible for obtaining your own property, casualty and liability insurance. All property kept or stored on the Premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or judgments arising out of damages to same, including claims by your insurance carrier. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.**

1. You acknowledge that Owner/Manager have no liability for any damage or loss to Resident's personal property.
2. **By initialing below I understand the following:**
 - a. I understand that if I currently carry Renter's Insurance proof of my policy will be given to the Owner/Manager prior to Move-in.
 - b. I understand that if I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting, proof of my policy will be given to the Owner/Manager prior to Move-in.
 - c. I understand that if I do not have a Renter's Insurance policy and do not plan to obtain a policy during my Lease Term that the Owner/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause.

Resident Initials

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Resident Initials

26. SERVICE REQUESTS.

We offer twenty-four (24) hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

27. ROOMMATE ASSIGNMENTS. Roommate assignments are offered as a convenience to you, and Manager assumes no liability for any claims relating in any way to roommate assignments. Manager applies the same rental criteria to all applicants, but does no investigation or background check beyond standard rental application processing. Manager makes no representations, guarantees or warranties of any type regarding the roommate assignment process, or any particular person who is assigned as your roommate.

YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE OWNER AND MANAGER FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL OWNER OR MANAGER BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE ROOMMATE ASSIGNMENT SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR RESIDENCY WITH OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT OWNER AND MANAGER MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL OR PERSONAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO YOUR ROOMMATES.

28. MEDICAL OR RECREATIONAL MARIJUANA. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited whether prescribed for medical reasons or recreational, and is a criminal offense. The Apartment Community follows and complies with federal law regarding marijuana and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana or marijuana concentrate, by the Resident and/or Resident's occupants, guests or invitees is a substantial and material violation of the Lease Agreement and the Owner may terminate the Resident's right to occupancy of the Premises as permitted by state law.

29. PERSONAL SAFETY/SECURITY ACKNOWLEDGMENT AND RELEASE.**BY EXECUTION OF THE LEASE AGREEMENT, RESIDENT AGREES AS FOLLOWS:**

Your initials at the end of this personal safety/security acknowledgement and release indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors and/or carbon monoxide detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

YOU UNDERSTAND THAT NEITHER LANDLORD NOR THE MANAGER GUARANTEE OR ASSURE PERSONAL SECURITY OR SAFETY FOR YOU OR ANYONE. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You have read, understand and agree to these notices and acknowledgements as well as those contained in the Safety Guidelines and/or any other rules and regulations regarding safety and/or security. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, **YOU HEREBY RELEASE LANDLORD AND THE MANAGER, AND THEIR RESPECTIVE AGENTS, PARTNERS, OFFICERS, DIRECTORS AND REPRESENTATIVES, FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE, AND ACKNOWLEDGE THAT NONE OF SUCH PERSONS OR ENTITIES ARE INSURERS OR GUARANTORS OF YOUR SAFETY OR THAT OF YOUR PROPERTY IN THE APARTMENT COMMUNITY. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

Resident Initials

30. WIRELESS TELEPHONE CONTACT CONSENT. Resident hereby grants express written consent to authorize Landlord, and our successors, assigns, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Resident will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Resident may receive approximately ten (10) messages per month.

Resident authorizes any and all communication methods described in this consent even if Resident will incur a fee or a cost to receive such communications. Message and data rates may apply. Resident further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Resident. Resident can change and manage this information in the Resident Portal Account.

Resident Initials

Resident understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit www.americancampus.com. Resident represents that they have read and agreed to the Terms of Use and Privacy Policy available at www.americancampus.com.

Resident may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: optout@americancampus.com], or by any other reasonable means.

Resident must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

☒ I accept

☐ I decline

Resident Phone Number Provided via Housing Application: 1 (669) 269-5675

31. **REQUIRED METHOD OF CONTACT.** Resident must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with your Lease Agreement or such services to be provided in the future by any Authorized Entities in connection with your Lease Agreement. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your immediate attention and other matters in connection with your Lease Agreement, as permitted by applicable law. Resident acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Resident has opted-out of promotional SMS text messages and/or email in accordance with section 30 hereinabove.

In addition, you further expressly consent and authorize any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Resident further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term. Changes to this information can be maintained in your Resident Portal Account.

32. **PHOTOGRAPHS AND VIDEOS.** You consent to our use of photographs and/or video images of you and the Premises, including those taken at functions or events sponsored by the Apartment Community, for the purpose of advertising the Apartment Community or other similar communities owned or operated by us. We may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. You consent to the publication of these images and waive any claims against us for use of such images.

Commercial photography and filming are prohibited within the Apartment Community. Lawful photography and filming for personal use is permitted with prior permission; however, no Apartment Community name, logos or trademarks may be visible.

33. **RENTAL PROHIBITED.** You agree not to rent or offer to rent all or any part of the Premises to anyone else. You agree not to accept anything of value from anyone else for the use of any part of the Premises. You agree not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for Rent.
34. **SEVERABILITY.** If any provision of this Lease Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease Agreement or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement.
35. **VIRUS/PANDEMIC DISEASE WARNING AND WAIVER.** Due to the inherent risk of exposure to COVID-19 and/or other virus strains, and pandemic diseases (collectively "Viruses") on the Premises, Residents must follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death; always assume that anyone could have a Virus.

Resident acknowledges and agrees that neither the Owner nor Manager have made any advertised, verbal, or written representations, guaranties, or warranties, either express or implied, that any portion of the Apartment Community is safe or free from Viruses or that measures adopted or followed to meet governing health Guidelines when performing basic operations are or will be provided to or for Resident that will prevent Viruses from occurring in or around the Apartment Community.

Although the Owner and Manager will follow the state and local Guidelines to reduce exposure to Viruses, Resident agrees and understands such steps will not prevent exposure to Viruses. Exposure may occur regardless of steps taken to comply with issued Guidelines.

Resident is responsible to exercise care and caution for their own safety when using the recreational facilities and/or amenities of the Apartment Community. Resident acknowledges and agrees that the Owner and Manager have no statutory or contractual duty to keep the Common Areas of the Apartment Community safe or free from Viruses.

Resident expressly waives and releases Owner or Manager from any liability to Resident for damage or injury sustained or any negligence claim based on alleged acts of other Residents, Occupants, or Guests pertaining to any condition, defect, action, or failure to act in the Common Areas of the Apartment Community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent the presence of Viruses in or around the Apartment Community.

Resident acknowledges and agrees that Owner and Manager are not required by law to provide written or verbal notices to the Resident of illness or death related to Viruses in or around the Apartment Community other than a notice required to be posted under the Guidelines which may specify posting a notice at certain recreational facilities and/or amenities in the Apartment Community.

Owner's or Manager's decision to provide an additional or voluntary advisory or notice of Viruses does not create a legal or contractual duty on the part of the Owner and Manager to investigate or provide information to Resident regarding other instances of Viruses that occur at the Apartment Community nor to continue giving such notices in the future.

36. **EARLY TERMINATION OF LEASE AGREEMENT.** Resident acknowledges there is no right to early termination of the Lease Agreement and Resident will not be released from this Lease Agreement for any reason, including, but not limited to, school changes including voluntary or involuntary withdrawal or transfer, job changes including voluntary or involuntary separation or transfer, marriage, separation, divorce, reconciliation, loss of roommates or occupants, bad health, viruses, pandemic diseases and/or the Apartment Community is sold. However, Resident may have special statutory rights under state law to terminate the Lease Agreement in certain situations involving family violence, certain sexual offenses, stalking, or a military deployment or transfer by providing the required proof per state law and company policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.

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

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

38. **PRIVACY POLICY.** By initialing in the space provided, you acknowledge that you have received notice of the Privacy Policy available at www.AmericanCampus.com.

39. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease Agreement:

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Resident Initials

UTILITY ADDENDUM

This Utility Addendum constitutes an Addendum to the Lease Agreement for the Premises described in the Lease Agreement and is hereby incorporated into and made a part of such Lease Agreement. Where the terms or conditions found in this Utility Addendum vary or contradict any terms or conditions found in the Lease Agreement, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Electric** service to Resident's Apartment will be paid by:

☒ electric bills will be billed by the service provider to Landlord and then allocated to Resident based on the following billing method: 10. Allocation based on a lawful method not listed here -special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method. Apartments are individually metered, and invoices will be allocated based on the number of residents with executed Lease Agreements in the Apartment at the time of invoice.

☒ Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by Zego, unless otherwise notified by the Landlord.

b) **Water** service to Resident's Apartment will be paid by:

☒ water bills will be billed by the providing utility to the Landlord and then allocated to Resident based on the following billing method: 10. Allocation based on a lawful method not listed here -special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method. Resident invoices will be allocated based on the number of residents with executed Lease Agreements in the Apartment Community at the time of invoice minus a 5% common area deduction.

☒ Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by Zego, unless otherwise notified by the Landlord.

c) **Sewer** service to Resident's Apartment will be paid by:

☒ sewer bills will be billed by the service provider to Landlord and then allocated to Resident based on the following billing method: 10. Allocation based on a lawful method not listed here -special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method. Resident invoices will be allocated based on the number of residents with executed Lease Agreements in the Apartment Community at the time of invoice minus a 5% common area deduction.

☒ Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by Zego, unless otherwise notified by the Landlord.

d) **Gas** service to Resident's Apartment will be paid by:

☒ gas bills will be billed by the service provider to Landlord and then allocated to Resident based on the following billing method: 10. Allocation based on a lawful method not listed here -special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method. Resident invoices will be allocated based on the number of residents with executed Lease Agreements in the Apartment Community at the time of invoice minus a 5% common area deduction.

☒ Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by Zego, unless otherwise notified by the Landlord.

e) **Trash** service to Resident's Apartment will be paid by:

☒ the Landlord (Resident will not pay for this service separately from Rent).

f) **Stormwater** service to Resident's Apartment will be paid by:

☒ stormwater bills will be billed by the service provider to Landlord and then allocated to Resident based on the following billing method: 10. Allocation based on a lawful method not listed here -special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method. Resident invoices will be allocated based on the number of residents with executed Lease Agreements in the Apartment Community at the time of invoice minus a 5% common area deduction.

☒ Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by Zego, unless otherwise notified by the Landlord.

g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:

☒ directly by Resident to the utility service provider.

h) **Internet** service to Resident's Apartment will be paid by:

☒ the Landlord (Resident will not pay for this service separately from Rent).

i) **Pest Control** service to Resident's Apartment will be paid by:

☒ the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.

j) **Telephone** service to Resident's Apartment will be paid by:

☒ directly by Resident to the utility service provider.

BILLING METHODS

- 1: Full capture submetering of all of Residents Apartments water/gas/electric use
- 2: Partial capture submetering of Residents' Apartments total water use based on submetering of hot water
- 3: Partial capture submetering of Residents' Apartments total water use based on submetering of cold water
- 4: Flat fee per month (see commodity for current flat fee amount)
- 5: Allocation based on the number of Residents in Residents Apartment compared to the total number of Residents at the Apartment Community
- 6: Allocation based on the number of Residents residing in Residents Apartment using a ratio occupancy formula where 1 Resident = 1, 2 Residents = 1.6, 3 Residents = 2.2, add 0.4 for each additional Resident
- 7: Allocation based on square footage of Resident's Apartment compared to the total square footage in all Apartments at the Apartment Community
- 8: Allocation based on a combination of square footage of Resident's Apartment and the number of Residents residing in Resident's Apartment
- 9: Allocation based on the number of Bedrooms in Resident's Apartment

10. Allocation based on a lawful method not listed here –special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method.

2. For Apartment Communities that allocate utility costs to Resident, Landlord or Landlord's billing vendor will calculate Resident's pro-rata share of the utilities and services provided and all costs in accordance with state and local law(s). Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential Apartments, as well as administrative fees. Both Resident and Landlord agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Resident may inspect the provider's bill by contacting the General Manager at the Management Office during normal business hours Resident may obtain a copy of the provider's bill by making a request to Landlord during the inspection and upon payment to Landlord for the reasonable cost of making copies for the Resident. Where allowed, we may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Landlord's sole discretion, and after providing written notice to the Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

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

3. When billed by Landlord or through Landlord's billing vendor, Resident must pay utility bills within 30 days of the date of issuance (as indicated on a utility bill) at the place indicated in the Lease Agreement, or the payment will be late. All utilities charge to the Resident are considered Rents owed. If a payment is late, the Resident will be responsible for late fees as outlined in the Lease Agreement. Late payment of a utility bill or failure to pay any utility bill is a material and substantial breach of the Lease Agreement and we may avail ourselves to all remedies available under the Lease Agreement, including but not limited to eviction proceedings.

4. Resident will pay the below administrative fees for utilities requested by Resident as indicated below:

One-time New Account Fee: \$0.00 and will appear on Resident's first utility bill

One-time Final Bill Fee: \$0.00 and will appear on Resident's final utility bill

Monthly Bill Processing Fee: \$0.00 and will appear on each monthly utility bill

If allowed by state law, we at Landlord's sole discretion may amend these fees, with written notice to Resident.

5. Resident will be charged for the full period of time that the Resident was living in, occupying, or responsible for payment of Rent or utility charges on the Apartment. If the Resident breaches the Lease Agreement, the Resident will be responsible for utility charges for the time period the Resident was obliged to pay the charges under the Lease Agreement, subject to Landlord's mitigation of damages. In the event the Resident fails to timely establish utility services, we may charge the Resident for any utility service billed to Landlord for Resident's Apartment and may charge a reasonable administration fee for billing for the utility service in the amount not to exceed 10% of amount billed.
6. When the Resident moves out, the Resident will receive a final bill which may be estimated based on Resident's prior utility usage or charges to Resident's Apartment or otherwise estimated according to state and local law. This bill must be paid at move out or it may be deducted from Resident's security deposit, if applicable, in accordance with any applicable Landlord/Tenant laws and regulations. Any adjustments to the estimated payment will be made in Resident's final accounting following move-out.
7. We are not liable for any losses or damages resulting from outages, interruptions, or fluctuations in utility services provided to the Apartment unless such loss or damage was the direct result of gross negligence or willful misconduct by Landlord or Landlord's employees. Resident agrees to release Landlord from any and all such claims and waive any claims for offset or reduction of Rent or diminished rental value resulting therefrom unless otherwise prohibited by law.
8. Resident agrees not to tamper with, adjust, or disconnect any utility submetering system, equipment, or device. Violation of this provision is a material breach of the Lease Agreement and may subject the Resident to eviction or other remedies available to Landlord under the Lease Agreement, this Utility Addendum and applicable law.
9. Resident represents that they will be residing in the Apartment as identified in the Lease Agreement. Resident will promptly notify Landlord of any occupant not on their Lease Agreement or otherwise authorized by Landlord.
10. Resident agrees that the Resident may, upon sixty (60) days prior written notice from Landlord to Resident, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities" unless otherwise prohibited by law.
11. If any provision of this Utility Addendum or the Lease Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Utility Addendum or the Lease Agreement. Except as specifically stated herein, all other terms and conditions of the Lease Agreement shall remain unchanged. In the event of any conflict between the terms of this Utility Addendum and the terms of the Lease Agreement, the terms of this Utility Addendum shall control.
12. Landlord is not responsible or liable for Resident's use of the Internet or any utility.
13. All utilities payable by the Resident must be placed in the Resident's name or the name of another Resident within twenty-four (24) hours of the Lease Agreement commencing.
14. Special provisions and any addenda or written rules furnished to the Resident at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this Utility Addendum and/or the Lease Agreement.

DocuSigned by:

Arnav De

Resident Signature

3/12/2024

Date

Arnav of De

Resident Printed Name

Tenant Education Information

City of Eugene



Introduction

[City of Eugene Ordinance 20670](#) requires that landlords provide a copy of this document to each tenant who is a party to the rental agreement at the time a rental agreement is executed.

The City of Eugene Rental Housing Code covers habitability standards for rental properties.

The 10 areas covered include:

- **Heating:** There must be a permanently installed heating source able to provide a room temperature of 68°F. Heating devices must conform to applicable laws, and fuel-burning appliances must be properly ventilated.
- **Smoke Detection:** Each unit must have an approved and working smoke alarm or smoke detector installed and maintained in accordance with the state building code.
- **Security:** Doors and windows must be equipped with working locks.
- **Structural Integrity:** Roof, floors, walls, foundations, and all other structural components must meet the building code.
- **Weatherproofing:** Roof, exterior walls, windows, and doors must prevent water leakage into living areas; repairs must be permanent and use accepted construction methods.
- **Plumbing:** Systems must be in a safe and sanitary condition, free of defects, leaks and obstructions; repairs must be permanent, and use accepted plumbing methods.
- **Electrical:** Electrical systems shall be in good working order and conform to applicable law at the time of installation. Repairs must be permanent and through generally accepted electrical methods.
- **Appliances:** All appliances that are furnished by the landlord must be in good working order and shall be maintained by the landlord.
- **Carbon Monoxide:** Each unit containing or connected to a carbon monoxide source must have an approved and working carbon monoxide alarm.
- **Rats:** Every dwelling unit must be maintained free of rats.

The Rental Housing Code also requires the following:

Move-In Documentation of Unit Condition: Landlords must provide the tenant with written and photo/video documentation of the condition of the unit before the tenant moves in. The landlord may provide a physical or electronic copy of this documentation. The landlord must receive written confirmation from the tenant that they have received the documentation.

- Photos/Videos: Before the tenant moves in, the landlord must take photos or videos of the unit in the 30 days before move-in. Photos and/or videos must include:
 - Each wall, ceiling and floor in each room.
 - Inside and outside of each appliance.
 - Any exterior components of the unit that the tenant is responsible for maintaining.
- Written documentation describing condition of floors, walls, windows, ceilings, fixtures, cabinets, locks, smoke detectors, and appliances. Landlords may choose to document using a form the city provides at eugenerentalcode.org.
- **Move-Out Documentation of Unit Condition:** Within 31 days after the tenancy terminates, if a landlord does not fully refund a security deposit, the landlord must provide:
 - Photos and/or videos of the condition that the landlord believes justifies the refusal to refund the full security deposit. The photos and/or videos must be taken within 31 days of move-out.
 - Written statement describing the condition that the landlord believes justifies the refusal to refund the deposit.

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- **References:** Landlords must provide a reference for tenants within 5 days of a written request from tenants using the City of Eugene's Tenant Reference Form found at eugenementalcode.org. Landlords must provide references up to twice per calendar year per tenant.
- **Tenant Education:** Landlords must provide this form, Tenant Education Information, to tenants when a rental agreement is executed. This form must include:
 - Rights and obligations of landlords related to termination of tenancy.
 - Information about the requirements of the City Rental Housing Code.
- **Limit of Security Deposits.** Landlords cannot charge more than two times the monthly rent for deposits (including security, cleaning, and last month). Pet deposits are not included.
 - Additional deposit of up to one month's rent allowed for:
 - Applicants who do not meet screening requirements when a landlord follows state law for denials.
 - Agreed upon lease modification after first year.
 - Landlords must allow tenants at least 3 months to pay the additional security deposit.
- **Applications Processed in Order Received.** Landlords must process rental housing applications on a first-come, first-served basis and offer the unit to the first qualified applicant.
 - A landlord may not have to follow this rule for one of the following:
 - Affordable Housing units.
 - Rental units occupied by both the landlord and tenant.
 - Rental units when the landlord lives in another unit on the same lot or parcel as the tenant.
 - A rental that will be shared with an existing tenant who has a separate agreement.
 - A rental not advertised or rented to the general public.
 - Landlords must allow an applicant to hold their place in line for up to 24 hours if the applicant requests additional time because of a language barrier.
- **Relocation Assistance.** Landlords must provide the tenant a payment equal to two months' rent if the landlord initiates certain triggering events.
 - **Triggers for Relocation Assistance**
 - Legal no-cause evictions.
 - Rent increases at the maximum annual percentage allowed by state law (7% plus inflation or 10%, whichever is lower) when the tenant requests relocation assistance because they cannot afford the increased rent.
 - Qualifying landlord-based reasons for termination (1) demolish or convert the unit, (2) make repairs or renovation and the property will be unsafe to live in, (3) landlord or landlord's family plans to move in, (4) sold to someone who plans to move in.
 - Non-renewal of a fixed-term lease of less than one year (or conditioning renewal on substantial changes to the lease), when the tenant requests a renewal in writing at least 60 days prior to the end of the fixed term.
 - **Exemptions for Relocation Assistance.** A landlord may not have to pay relocation assistance for one of the following:
 1. Week-to-week tenancies.
 2. When a landlord and tenant occupy the same dwelling.
 3. When a landlord and tenant occupy the same Middle Housing parcel.
 4. When a landlord rents a unit on a property with an Accessory Dwelling Unit (ADU) and lives onsite.
 5. When a landlord temporarily rents out their Principal Residence for not more than 3 years.
 6. When a landlord temporarily rents out their Principal Residence due to active military service.
 7. A unit of Affordable Housing.
 8. A dwelling unit impacted by the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
 9. A dwelling Unit rendered immediately uninhabitable.
 10. A dwelling Unit rented for less than 6 months with demolition permit submitted prior to entering into a rental agreement.
 11. A fixed-term tenancy where the tenant was notified in advance of the landlord's intent to sell or permanently convert the unit to non-residential use.

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- **Mandatory Eviction Reporting.** Landlords are required to report evictions to the City of Eugene for any termination notice that results in the tenant moving out.

State Law: Rights and Obligations of Landlords & Tenants Related to Termination of Tenancy

ORS 90.427 says tenants cannot be evicted without cause after they have lived in a dwelling for more than one year, except for the following circumstances:

- If the landlord intends to demolish the unit or convert it to a non-residential use.
- If the landlord intends to make repairs or renovate the unit in ways that will render it unsafe to live in.
- If the landlord or an immediate member of their family intends to move in, and they do not have any comparable units available in the same property.
- If the landlord has already sold the unit to someone and the new owner intends to move in.

If the landlord evicts a tenant because of one of the reasons above, the landlord must give the tenant 90 day notice and they be required to pay the tenant one month's rent for state relocation assistance. If the landlord is required to pay state relocation assistance, the amount can be deducted from the City required relocation assistance payment.

The rights and obligations of landlords and tenants related to termination of tenancy are different if the landlord lives in the same building or on the same premises, and the building or premises only has one or two only has two dwelling units. Learn more at: https://oregon.public.law/statutes/ors_90.427.

Complaints Regarding City of Eugene Rental Housing Code:

How to File a Complaint

To file a complaint related to the Rental Housing Code: Send a written notice to the owner or the property manager. It is recommended that you keep a copy for your records. Allow 10 days for the owner or property manager to respond (48 hours for essential services, screening charges, application processing, and security deposits). If there is no response from your landlord, you can submit a complaint to the City online at eugenerentalcode.org. If you were evicted and you believe that your landlord did not report the eviction to the City, you may file a complaint directly with Rental Housing Code compliance. You do not need to send a written notice to the owner or the property manager.

Additional Resources:

- General housing and shelter resources: Call 211 or visit 211info.org
- Oregon Residential Landlord and Tenant Law: oregon.public.law/statutes/ors_chapter_90
- Education and enforcement of fair housing laws: fhco.org/
- BOLI Fair Housing: oregon.gov/boli/civil-rights/Pages/fair-housing.aspx
- Information on statewide landlord-tenant laws: oregonlawhelp.org/resource/landlord-tenant-law-in-oregon
- Legal resources related to housing issues: oregonlawhelp.org/issues/housing
- Statewide nonprofit organization for legal help, Legal Aid Services of Oregon: lasoregon.org
- Free legal help from Oregon Law Center: oregonlawcenter.org
- Tenant hotline and renter resources: springfieldeugenetenantassociation.com, 541-972-3715
- Information about the City of Eugene Rental Housing Code: eugenerentalcode.org



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MOLD INFORMATION AND PREVENTION ADDENDUM

This Mold Information and Prevention Addendum is attached to and made part of the Lease Agreement.

MOLD INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION:

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

Important Information about Mold. Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are natural microscopic organisms that reproduce by spores. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

Prevention Recommendations. To minimize the potential for mold growth in your Apartment, you agree to take the following preventative measures:

- Keep your Apartment clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold.
- Regularly remove trash from your Apartment and dispose of it in appropriate trash receptacles. Promptly throw away used food containers, coffee in coffee pots and other open food. Moldy food should be thrown away immediately.
- Use all reasonable care to close all windows and other openings to prevent water from coming into the interior of the Apartment. Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as possible.
- Look for (and immediately notify the Landlord in writing) of (1) any water intrusion, leaks or moisture problems, such as leaks in washing-machine hoses, plumbing leaks, drips, or “sweating” pipes or overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (2) any significant or suspected mold growth on surfaces inside the Apartment.
- Ensure that the thermostat in your Apartment is set to “Auto”, and that the temperature is set within the range of 72-78 degrees as required by the Resident Handbook. If your Apartment feels humid or has a musty or mildewy smell, please attempt to identify the source of the humidity and/or odor and report to Landlord immediately.

If your Apartment has them, turn on exhaust fans in the bathroom whenever showering and in the kitchen whenever cooking with open pots. Non-working fans should be reported to Landlord promptly. Also, when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

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

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


Reporting Suspected Mold. You are required to promptly notify Landlord in writing about any condition in your Apartment that may result in moisture build up or mold growth and/or any suspected mold growth.

- Promptly notify Landlord in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It’s also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your Apartment dry out.
- Promptly notify Landlord in writing of any signs of water leaks, water infiltration, or mold. Landlord will respond in accordance with state law and the Lease Agreement to repair or remedy the situation as necessary.

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

Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings, or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action.

Compliance. Complying with this addendum will help prevent mold growth in your Apartment, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the Management office or at the phone number shown in your Lease Agreement. If you fail to comply with this addendum, you can be held responsible for property damage to the Premises and any health problems that may result.

DocuSigned by:

Resident Signature

3/12/2024
Date

Arnav of De
Resident Printed Name


Resident Initials

APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease Agreement. We provide these Rules and Regulations for your benefit and the benefit of the other Residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a substantial and material violation of the Lease Agreement and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease Agreement.

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times. Residents in rooms where screens are removed will be billed for repair/replacement and will be subject to disciplinary action. Throwing any object, solid, or liquid, out of a window is strictly prohibited. Clothing, banners, flags, lights, or messages may not be hung or posted outside of the buildings.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents may not paint or wallpaper any of the walls in the Apartment. If a violation occurs, Resident will be charged to repaint the Premises.
3. Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. If a violation occurs this will result in the Resident being charged for improper bike storage. Only balcony/patio furniture may be kept on balconies/patios. No one is allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on Premises including balconies/patios or garage areas. Hammocks are not permitted to be hung on any part of the balcony/patio (including railings or support beams).
4. All light bulbs and tubes must be operational at all times during the duration of the Lease Term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
5. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. Manager's staff will not hold, transfer or distribute keys to guests or visitors. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement and any damages caused by providing access to a third party. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be charged for after hour lockouts. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease Agreement on the ending date of the Lease Agreement or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other Residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other Apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash and recycling (if applicable) in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Resident will be charged a trash removal fee and/or cleaning fee for a violation of this provision as well as for any littering by Resident or Resident's guests (to the extent permitted by applicable law).
12. Resident must keep all utilities to the Premises active through the end of the Lease Term regardless if you choose to vacate the Premises before the Lease Agreement Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for twenty-four (24) hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold-water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
13. Pets, including but not limited to, dogs, cats, fish, birds, reptiles, and rodents, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved assistance animals. Approval must be granted prior to assistance animal entering or residing on the Premises. The following rules shall apply to a violation of this policy:

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- a. First violation: A written violation will be issued to the Resident specifying the complaint and the Landlord may, in its discretion, declare Resident to be in default under the Lease Agreement. Pet must be removed from the Premises within ten (10) day written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
 - b. Second violation: Landlord will declare the Resident to be in default under the Lease Agreement and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Should a second violation occur, Resident will be charged \$250.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one (1) gallon, are permitted on the Premises. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices, mini refrigerators, and deep freezers are also prohibited. Glass containers are not permitted in Common Areas of the Apartment Community.
 15. Residents agree that any and all facilities provided by Owner in the Apartment Community are provided as a gratuity and their use is not part of the Rent paid by Residents. Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior written notice to Residents. Such action shall not constitute any claim for diminished rental value by Residents or a claim of default under the terms and conditions of the Lease Agreement by Owner. No Manager provided facilities, including but not limited to fitness rooms, pools, spas, study rooms, computer centers, or courts, or theater rooms, and no common areas or garages, may be used by any Resident for any commercial or business purpose including teaching classes or training.

INTERNET

Resident acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this Lease Agreement. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third-party damages. Manager is not responsible for slow internet or other Residents taking up significant bandwidth.

GUESTS/DELIVERIES

Resident must notify Manager of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one (1) month, for a total of nine (9) days within a calendar month. If your guest has exceeded nine (9) days within a calendar month, you will receive a warning asking for your guest to be gone within a twenty-four (24) hour period. If the situation is not remedied, you will be in violation of your Lease Agreement which could result in default of the Lease Agreement. If we accept packages for Resident it is only as a service and we are not responsible for your packages or deliveries. This includes perishables that may be discarded if package is leaking, begins to smell, or has sat longer than seventy-two (72) hours. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender.

CONTROLLED ACCESS

The Apartment Community may be equipped with an electronic gate or gates (the "Electronic Gates") at one or more of the driveway entrances and/or exits of the Apartment Community. If present, Landlord installed the Electronic Gates in an effort to limit the number of individual(s) accessing the Apartment Community. The Electronic Gates, during business hours, restrict access to the Apartment Community for vendors, suppliers, movers, domestic personnel, nannies, potential Residents, customers and others whose presence at the Apartment Community is deemed a benefit both for Residents and for Landlord.

Resident understands, acknowledges and agrees that the Landlord shall be entitled, in Landlord's sole discretion, to keep the Electronic Gates, or any of them, open in such a manner so as not to restrict any access to the Apartment Community during the hours of 5:00 a.m. through 7:00 p.m. every day of every year. Notwithstanding the foregoing, Landlord shall not be required to keep the Electronic Gates, or any of them, open during such hours nor shall Landlord be required to provide Residents with any notice of when or for what duration that Electronic Gates, or any of them, shall be open. Resident further understands, agrees and acknowledges that Landlord may make such other policies as Landlord deems appropriate regarding the Electronic Gates including, but not limited to, the removal and/or disabling of the Electronic Gates, or any of them, with or without notice to Residents.

- A. Resident understands, acknowledges and agrees that the Electronic Gates have been installed by Landlord strictly as a means of limiting the accessibility of the Apartment Community to individual(s) and that the Electronic Gates are by no means an assurance, nor are they intended to be an assurance, of Residents' and/or Residents' guests' personal or property safety and Resident acknowledges that neither Landlord nor Manager make any representation, warranty or assurance regarding Residents' or Residents' guests' personal or property safety.
- B. Resident agrees that the furnishing of the Electronic Gates does not constitute a guarantee of the effectiveness of the Electronic Gates or that the Electronic Gates will be operational or not otherwise subject to mechanical failure at any particular time. Resident further agrees that the furnishing of the Electronic Gates does not impose an obligation upon Landlord to continue to furnish the Electronic Gates in the future. Accordingly, Resident hereby releases and holds harmless Landlord and Manager, and their respective agents, officers, directors, employees, partners, representatives and those acting for or on their behalf from and against any and all expenses, costs, claims, rights and causes of action arising from or in any way related to the Electronic Gates, the use of the Electronic Gates, the operation of the Electronic Gates, Landlord's decision to leave the Electronic Gates open at any time, the maintenance of the Electronic Gates, the discontinuance of the use and/or operation of the Electronic Gates and any malfunction of the Electronic Gates, including, but not limited to, any **ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES ARISING FROM LANDLORD'S AND/OR MANAGER'S NEGLIGENCE.**

COMMON AREAS

Use of Common Areas within the Apartment Community are reserved for Residents and shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of Resident. Resident must comply with all posted rules, signs and published rules and regulations for common areas and amenities, including occupancy limits, maintaining safe physical distancing and protective measures. Resident must self-screen and wash and or disinfect their hands before utilizing any recreational facility and/ or amenity or entering any enclosed Common Area. Resident agrees not to enter or use and recreational facility and/or amenity if they are ill, have a fever or are experiencing symptoms of illness. Swimming carries a risk of drowning, swim at your own risk. Resident acknowledges there is no lifeguard on duty. Use of some equipment and amenity areas carries a risk of

injury and or illness. Resident should take due care for their safety, and those of guests and/or family members using these areas. Resident should be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use. Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees arising from personal injury sustained by Resident, Resident's guests and Resident's family in their use and enjoyment of the Common Areas or other provided recreational facilities and/or amenities.

Resident's use of the fitness center, Common Areas, and other recreational facilities and/or amenity areas of the Apartment Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease Agreement, these Rules and Regulations in effect at any given time, and such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of either the Lease Agreement or the Rules and Regulations shall control. Landlord reserves the right to set the days and hours of use for all recreational facilities and/or amenities and to change the character of or close any of the recreational facilities and/or amenities based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Landlord and Manager may make changes to the Rules and Regulations for use of any of the recreational facilities and/or amenities at any time.

Resident expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the recreational facilities and/or amenities at the Apartment Community. Resident(s) agrees to hold Landlord harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT'S OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AGREEMENT, THIS ADDENDUM, AND RULES AND REGULATIONS, AND RESIDENT INTENDS TO AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Landlord" shall include the Manager, officers, partners, employees, agents, assigns, Landlords' subsidiaries and affiliates of Landlord.

RESIDENT UNDERSTANDS THAT LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE FITNESS CENTER AND/OR THE EQUIPMENT OR FACILITIES PROVIDED IN THE EXERCISE ROOM ARE FIT FOR ANY PARTICULAR PURPOSE. LANDLORD DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE FACILITIES AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO OR INJURY, ILLNESS, OR DEATH FROM COVID-19 AND/OR OTHER VIRUS STRAINS AND PANDEMIC DISEASES.

FIRE SAFETY/SAFETY

1. **DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE APARTMENT COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.**
2. All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment Community provided grills or grill areas results in any injury, loss or property damage **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.**
3. You may not cover stove burner drip pans with aluminum foil or any other type of liner or cover. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
4. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
5. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
6. The intentional sounding of any smoke alarm and/or carbon monoxide detector or any safety devices is prohibited unless the intentional sounding of the smoke alarm and/or carbon monoxide detector or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector and/or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and/or carbon monoxide detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
7. Immediately call 911 in the event of a fire or life-threatening emergency.
8. Candles, incense sticks, or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, e-cigarettes, and all other smoking and/or vaping devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within the Apartment Community; smoking is prohibited in clubhouse, office areas, stairwells, hallways, lobbies, amenities, and other Common Areas. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
9. Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
10. Fireworks or other combustibles are not permitted within the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

11. we do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
12. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Premises.
13. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU**. If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
14. Violations of these policies may result in charges and/or fees to repair damages caused by the violations from the Fire Marshall and from Manager. Multiple violations may result in multiple charges and/or fees.
15. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices other than wheelchairs, mobility scooters or other assistive devices not otherwise permitted in your Lease Agreement are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment 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.**
16. Drones are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment 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.**

SECURITY

Neither Manager, Landlord, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Manager, Landlord, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the Apartment Community that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the Manager and advise them of the problem. You acknowledge that neither employee of either entity has any obligation to respond to calls relating to security. The employees of the Apartment Community, the Manager and the Owner are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Manager, Landlord, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present Apartment Community, there is no obligation on the part of Manager or Landlord to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Apartment Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in your apartment or located on the Apartment Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the Manager in writing about the problem. The Manager will then contact the appropriate party to effect repair or replacement.

You acknowledge and understand that neither Manager, Landlord, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your Premises or located on the Apartment Community, such as an intrusion alarm, access gate system, surveillance cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

You hereby release, Manager, Landlord, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any action, claim, loss, damage, and expense, including, but not limited to, attorney's fees whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

CONSTRUCTION OR RENOVATION

In the event the Apartment Community is under construction or renovation, Resident agrees to avoid the construction areas and to observe all warning signs and blockades. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by Resident, occupants or their respective guests is strictly prohibited.

Resident acknowledges that the noise and the inconvenience of such construction or renovation at the Apartment Community may cause minor disturbances to the quiet and enjoyment of the Premises by the Resident. Resident further agrees that the amenities, including the clubhouse, pool, or other Common Areas, may be unavailable for use by Resident, Resident's occupants and guests during the period of construction or renovation.

The Resident hereby waives any right to withhold Rent due to inconvenience or disturbance of quiet enjoyment of Resident's Premises or the inability to use the amenities or Common Areas or put forward such noise or construction activity as a breach of Manager's duty pursuant to applicable state statutes.

There is no abatement of Rent due to construction or renovations occurring at the Apartment Community. Rent is due from the original Starting Date of Lease Term. Should your Apartment be uninhabitable, Manager will provide temporary lodging, with no more than one other person assigned per bedroom at an area accommodation until your Apartment is ready for occupancy. You will be solely responsible for any charges other than the cost of

the room and related taxes, such as, but not limited to, telephone charges, television charges, food, laundry and room services. You are responsible for any damage you cause to the lodging facility. If you are removed from the accommodation by the facility's owner, or if you are asked to leave the facility because of your failure to follow its policies, any obligations by us under these Rules and Regulations shall immediately terminate.

PARKING (IF APPLICABLE)

1. Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner. Parking is not guaranteed.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by Manager. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner.
4. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
5. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.
6. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
7. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the Owner of the vehicle.
8. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one (1) parking space; belongs to a Resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other Resident(s) or Bedroom(s).
10. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the Owner and/or operator of the vehicle, if any of the following situations exist:
 - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
 - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
 - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the Owner or operator of the vehicle or motorcycle.
 - d. The vehicle or motorcycle is parked in an Apartment or Apartment building.
 - e. Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS

1. **Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other Residents. Manager reserves the right at any time to charge, contact guarantors, or declare you in violation of the Lease Agreement due to excessive noise and disturbances.** The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other Residents.
3. Glass containers pose a serious risk of injury and are PROHIBITED anywhere in the Common Areas of the Apartment Community.
4. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate Manager personnel to handle the disturbance.
5. **NO GATHERING, UNLESS SPONSORED BY OWNER OR MANAGER, MAY EXCEED TEN (10) PERSONS.** Hosting, engaging in, or otherwise allowing a gathering that exceeds ten (10) persons may cause endangerment to Residents and their guests, and Manager may declare you in violation of this Lease Agreement. **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.**

6. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease Agreement or any rules or policies of the Apartment Community, or disturbing other Residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
7. Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in Apartments having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community, (xiv) engaging in any form of harassment or sexual harassment of any other Resident or member of management team. Manager reserves the right at any time to charge, contact guarantors, or declare you in default of your Lease Agreement for any of the above-mentioned violations.

MODIFICATION OF RULES AND REGULATIONS

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time following reasonable notice, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease Agreement once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AGREEMENT AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE AGREEMENT.

SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** We recommend that you consider following these guidelines, in addition to other common sense safety practices.

INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with them without opening the door. If the person identifies themselves as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector and/or carbon monoxide detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and/or carbon monoxide detectors and alarm systems, if applicable; and
 - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

13. Lock your doors every time you leave your Apartment regardless how long you will be away.
14. Close and latch your windows while you're gone, particularly when you're on vacation.
15. Tell your roommate(s) where you're going and when you'll be back.
16. Don't walk alone at night.
17. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
18. Don't give entry codes or electronic gate cards to anyone. Do not prop or hold open Apartment Community doors for anyone.
19. Use lamp timers when you go out in the evening or go away on vacation.
20. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
21. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

22. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
23. Whenever possible, don't leave items in your car, such as change/money, wrapped packages, book bags, or purses in view.
24. Don't leave your keys in the car.
25. Carry your key ring in your hand while walking to your car — whether it is daylight or dark — whether you are at home, school, work, or on vacation.
26. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
27. Check the backseat before getting into your car.
28. Don't stop at gas stations or automatic- teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. **LANDLORD AND MANAGER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF SECURITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**