

HOUSING CONTRACT

This Housing Contract ("**Contract**") is made and entered into as of 01/04/2019 ("**Effective Date**") by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Contract, but not otherwise defined, will have the meaning set forth in the Defined Terms attached to this Contract as **Exhibit A** and by this reference incorporated herein.

1) Summary of Main Terms.

- a) **Name of Apartment Community:** The Standard at Atlanta ("**Facility**")
- b) **Address of Apartment Community:** 708 Spring St., Atlanta, GA 30308
- c) **Resident Name:** Christopher R Lambert ("**Resident**")
- d) **Landlord:** The Standard at Atlanta, LLC and its successors and assigns ("**Landlord**")
- e) **Management/Agent for Landlord:** LCD Management, LLC, and its successors and assigns ("**Agent**")
- f) **Management Office Address:** 708 Spring St., Atlanta, GA 30308 ("**Management Office**")
- g) **Contract Term:**
 - Start Date:** 01/06/2019 at 12:00 p.m.
 - End Date:** 07/31/2019 at 12:00 p.m.
- h) **Floorplan/Unit Type Preference:** Camden 1 - 3x3; # of Bedrooms 3
- i) **Premises:** Apartment#

2) Summary of Contract Amount.

- a) **Base Housing Contract Amount for the entire Contract Term:** \$9,093.00 ("**Contract Amount**") payable in equal monthly installments of \$1,299.00 ("**Monthly Installment**")
- b) **Initial Late Payment Fee:** \$50.00
- c) **Daily Late Payment Charge:** \$10.00

3) Additional Fees:

The additional fees ("**Additional Fees**") due under this Contract are set forth on the Schedule of Additional Fees attached to this Contract as **Exhibit B** and by this reference incorporated herein.

4) Premises Description.

This Contract entitles Resident to the following rights:

- a) the sole right to use one (1) bedroom (the "**Bedroom**") that is part of a unit of bedrooms (the "**Unit**") located at the Facility.
- b) the sole right to use the Furnishings located in the Bedroom (if any).
- c) together with the other residents of the Unit, the right to use the Unit Common Areas and the Furnishings located in the Unit Common Areas (if any).
- d) together with the other residents of the Facility, the right to use the Facility Common Areas.
- e) together with the other residents of the Unit, the right to use the mail box assigned to the Unit by Landlord.

5) Assignment of Bedroom and Unit.

- a) Resident expressly acknowledges and agrees that (i) Landlord shall not be required to assign a Bedroom or Unit to Resident on the Effective Date due to the constraints of roommate matching, and (ii) the failure on the part of the Landlord to assign a Bedroom or Unit to Resident on the Effective Date shall not relieve Resident of his or her responsibilities hereunder.
- b) If, on the Start Date, Landlord is unable to deliver possession of the Bedroom assigned to Resident, then Landlord, at its option, may elect (i) to relocate Resident to another bedroom and/or unit in the Facility, (ii) to relocate Resident to another facility, and/or (iii) to provide Resident with temporary accommodations (which may include, without limitation, hotels) (collectively, "**Alternative Accommodations**") until Landlord can deliver the Bedroom (or a different, equivalent bedroom in the Facility) to Resident.
- c) If, within thirty (30) days of the Start Date, Landlord (a) does not deliver possession of the Bedroom, and (b) fails to provide Resident with Alternative Accommodations, then Resident shall have the right to terminate this Contract by giving Landlord written notice at any time before Landlord delivers possession of the Bedroom to Resident or relocates Resident to another bedroom and/or unit in the Facility. If Resident terminates this Contract in accordance with this Section 5(c), Landlord shall refund the Security Deposit (if any) and any Monthly Installments and/or refundable Additional Fees previously paid by Resident, less any expenses incurred by Landlord in providing Alternative Accommodations to Resident and concessions provided by Landlord to Resident.

- d) To the full extent permitted by applicable law, Landlord shall not be liable for damages for any delay in delivery of possession of the Bedroom to Resident or in providing Resident with any Alternative Accommodations, and Resident waives any such claim, it being acknowledged that the termination right set forth in Section 5(c), is Resident's sole and exclusive remedy with respect thereto.
- 6) **Contract Term.** The Contract Term begins on the Start Date and automatically expires on the End Date, unless, prior to the End Date (a) Landlord and Resident have entered into a written agreement to extend the Contract Term, or (b) Resident has validly exercised a right to terminate this Contract in accordance with the terms and conditions contained in this Contract.
- 7) **Move-In.**
- a) Resident will not be permitted to occupy the Bedroom or the Unit until Resident has delivered to Landlord a complete, fully- executed set of the required Contract documents (including any Guaranty) and any Monthly Installments or Additional Fees required by the contract documents to be paid prior to move-in. In no event shall Resident's failure to timely deliver such Contract documents, Monthly Installments or Additional Fees be deemed to shorten the Contract Term or reduce Resident's obligations (including financial obligations) hereunder, even if Resident is not permitted to occupy the Bedroom or the Unit on the Start Date.
- b) Landlord shall provide Resident with a condition form (the "**Condition Form**") at the time Resident moves into the Bedroom, which Condition Form shall include an inventory of the Furnishings and note any defects or damages to the Bedroom and the Unit Common Areas. Resident shall return the Condition Form to Landlord within forty-eight (48) hours of the time Resident moves into the Bedroom. Resident shall notify Landlord on the Condition Form of any defects or damages in the Bedroom and the Unit Common Areas (including, without limitation the smoke detectors, door and window locks and latches and any other safety devices in the Bedroom and the Unit Common Areas). Except as set forth on the Condition Form, the Bedroom and the Unit Common Areas, and the Furnishings therein will be considered to be in a clean, safe and good working condition and Resident shall be responsible for defects or damages that may have occurred before Resident moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN THE CONDITION FORM, RESIDENT ACCEPTS THE BEDROOM, THE UNIT COMMON AREAS, AND THE FURNISHINGS IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. LANDLORD MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE BEDROOM, THE UNIT COMMON AREAS AND THE FURNISHINGS.**
- 8) **Occupants/Use of Bedroom, Unit Common Areas and Facility Common Areas.** Unless otherwise expressly stated in this Contract, only Resident can live in the Bedroom. Only Resident and residents of the other bedrooms in the Unit may live in the Unit. Resident shall use the Bedroom for residential purposes only, and shall use the Unit Common Areas and the Facility Common Areas only for the purposes for which they are made available for the residents of the Facility, which use shall be subject to the Rules and Regulations.
- 9) **Contract Amount. RESIDENT ACKNOWLEDGES AND AGREES THAT THE CONTRACT AMOUNT, MONTHLY INSTALLMENTS AND ADDITIONAL FEES SHALL BE CONFIRMED AND POSSIBLY ADJUSTED UPON UNIT ASSIGNMENT AND RESIDENT AGREES TO EXECUTE ALL SUCH DOCUMENTATION AS MAY BE REASONABLY REQUIRED BY LANDLORD TO EVIDENCE THE SAME.** Resident hereby acknowledges and agrees that the Contract Amount, Monthly Installments and Additional Fees may vary based on additional premium fees ("Premium Fees") associated with certain Unit or Bedroom types, such Premium Fees, if applicable, to be determined upon Unit assignment, and Resident hereby acknowledges and agrees to pay such amounts when due and to execute all such documentation as may be reasonably required by Landlord to evidence the same. Commencing on the Start Date, and continuing for the remainder of the Contract Term, Resident shall pay to Landlord the Contract Amount and Additional Fees. The Monthly Installments shall be paid in advance, without demand, deduction or set off, on the first (1st) day of each and every calendar month during the Contract Term; provided, however that the first Monthly Installment shall be due fifteen (15) days prior to the Start Date. Except as provided by applicable law, Resident has no right to withhold the Contract Amount, Monthly Installments, Additional Fees, or any other sum due under this Contract for any reason whatsoever, including without limitation, (a) an act of God, (b) the late arrival of student loan money, reimbursement money, any other university-affiliated funds, or otherwise, or (c) the failure of Landlord to deliver the Bedroom on the Start Date. Except as provided by applicable law, Resident does not have the right to reduce or offset Monthly Installments, Additional Fees or other sums due and payable under this Contract by any of Resident's costs or damages against Landlord. Unless otherwise provided in this Contract, all Additional Fees and other sums due under this Contract shall be payable on demand to Landlord at the Management Office. **IF EACH MONTHLY INSTALLMENT IS NOT PAID BY 9:00 A.M. ON THE FOURTH (4TH) DAY OF THE MONTH, THE MONTHLY INSTALLMENT IS**

CONSIDERED LATE, AND RESIDENT WILL BE CHARGED THE INITIAL LATE PAYMENT FEE IN ADDITION TO THE MONTHLY INSTALLMENT. ALSO, BEGINNING ON THE FIFTH (5TH) DAY OF THE MONTH, RESIDENT WILL BE CHARGED THE DAILY LATE PAYMENT CHARGE FOR EACH ADDITIONAL DAY THAT ALL OR ANY PORTION OF THE MONTHLY INSTALLMENT(S) REMAINS UNPAID. This Section survives the expiration of the Contract Term or earlier termination of this Contract.

- 10) **Method of Payment:** Checks may be processed at the time they are received regardless of a post-date. Additionally, if any check is returned unpaid, then Resident shall pay Landlord the Bad Check Fee, and, if Landlord so elects, Resident shall make all further payments due under this Contract by electronic money order, cashier's check, approved credit card or check. *By providing a check for payment, Resident is hereby given notice that Resident's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord via U.S. Mail or in designated drop box locations. Landlord's receipt of Resident's check shall constitute Resident's authorization for such electronic fund withdrawal.* Landlord may offer an online resident portal for submitting payments. Additional processing fees may apply if Resident elects to submit a payment via such online resident portal.
- 11) **Conditions; Applications of Payments.** Any accord, satisfaction, conditions or limitations noted by Resident on any payment of the Monthly Installment, Additional Fees, or other sum due under this Contract shall be null and void. To the extent permitted by applicable law, Resident waives any notice of nonpayment of the Monthly Installment, Additional Fee or other sums due under this Agreement. Resident acknowledges that any payment received by Landlord will be applied in the following order: (a) first, to satisfy any unpaid Initial Late Payment Fee, Daily Late Payment Charge(s), and/or Bad Check Fee, (b) second, to maintenance and repair fees chargeable to Resident, (c) third, to outstanding court legal fees and/or court costs legally chargeable to Resident, (d) fourth, to outstanding utility bills which are Resident's responsibility, (e) fifth, to deposits or portions thereof due from Resident, and (f) sixth, to any Monthly Installment, Additional Fee or other sum due and payable under this Contract which is not previously set forth in (a) through (e) above. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any Initial Late Payment Fee, plus any applicable Daily Late Payment Charge(s).
- 12) **Utilities.** Landlord will furnish the following utilities (if marked X) for the Unit through third party providers: (a) ☒ electricity, (b) ☒ water, (c) ☒ sewer, (d) ☒ garbage removal, (e) ☒ internet, (f) ☒ cable television, (g) ☐ telephone, and (h) ☐ gas (each, a "**Landlord-Provided Utility**", and collectively, the "**Landlord-Provided Utilities**"). The Utilities Addendum attached to this Contract and incorporated herein by this reference sets forth the additional obligations of Landlord and Resident with respect to utilities.
- 13) **Furnishings.** The Bedroom and/or the Unit Common Areas may have Furnishings. Resident shall keep and maintain the Furnishings (if any) in good condition and repair, and hereby agrees to return the Furnishings to Landlord on the End Date or upon the earlier termination of the Contract Term in the same condition as when received by Resident, reasonable wear and tear excepted. Prior to vacating the Bedroom and the Unit, Resident shall return all Furnishings to their respective locations as of the Start Date. Resident shall not place any Furnishings on any patios, balconies, or breezeways in the Unit or the Facility, or otherwise, or remove the Furnishings from the Unit for any purpose. Resident shall be responsible for the repair or replacement costs of all loss, breakage or other damage to the Furnishings provided in the Bedroom. Resident shall be jointly and severally liable (with the other residents of the Unit) for any repair or replacement costs associated with the loss, breakage or other damage to any Furnishings provided within the Unit Common Areas.
- 14) **Insurance.**
- a) Landlord does not maintain insurance to cover (a) Resident's personal injury, (b) loss or damage to Resident's personal property, or (c) Resident's liability for injury, loss or damage caused to others by Resident (or Resident's occupants or guests). Resident is not a co-insured, a beneficiary or an implied beneficiary under any insurance policy maintained by Landlord, unless Landlord has agreed with Resident to offer a service that is covered by a policy of insurance specifically for that service. Resident will be responsible for all damages caused by Resident's failure to comply with this Contract or with any applicable law, or by Resident's occupancy or use of the Unit, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system caused by Resident (or Resident's occupants or guests). To the extent permitted by applicable law, Landlord shall not be liable to Resident, other residents of the Unit or the Facility, guests, or occupants for any damage, injury, or loss to person or property from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, theft, hurricanes, negligence of other residents or occupants of the Facility, or invited/uninvited guests, vandalism, or other occurrences. To the extent permitted by applicable law, Resident waives any and all claims against Landlord or its insurer for such injury, loss, or damage.

b) As described in the Notice of Renter's Insurance Requirement attached hereto, Resident shall be required to acquire and maintain for the duration of the Contract Term (and any extension thereof) a personal liability insurance policy covering Resident and Resident's guests, for personal injury and property damage caused to third parties (including damage to Landlord's property) by Resident or Resident's guests, in a minimum policy coverage amount of \$100,000.00 per occurrence (the "Liability Policy"). Landlord reserves the right to hold Resident liable for any loss in excess of the insurance proceeds paid by the insurer of the Liability Policy. Resident shall provide written proof of the Liability Policy in the form of a declaration page or certificate of insurance prior to the date on which Resident occupies the Unit, and thereafter upon Landlord's request. In the event that Resident fails to deliver Landlord such written proof, Resident hereby elects for Landlord to enroll Resident in a service program administered by Landlord and backed by a liability coverage program administered by an insurance company selected by Landlord, and in such case, Resident shall reimburse Landlord for the cost of such program as an Additional Fee.

15) Security Deposit. Once Resident's application is approved, Resident shall be required to pay the Security Deposit as security for all of Resident's obligations under this Contract, which Security Deposit shall be held pursuant to applicable law. The Security Deposit will be held at JP Morgan Chase Bank (bank or financial institution) in an account used solely for that purpose. The Security Deposit will not serve as Landlord's limit to damages should Resident violate this Contract. If Resident fails to perform any obligations under this Contract, then Landlord may apply all or part of the Security Deposit to Resident's unpaid obligations (including unpaid Monthly Installments) without limiting any other right or remedy of Landlord. If the Security Deposit is reduced in order to apply all or part of it to Resident's unpaid obligations, Resident agrees that Resident will deposit within three (3) days following receipt of Landlord's demand, the funds necessary to restore the Security Deposit to the amount listed in the Schedule of Additional Fees. Following the End Date, the Security Deposit shall be returned to Resident after deducting any amounts owed for unpaid obligations or damages. The Security Deposit does not release Resident from the obligation of leaving the Bedroom and Unit in a good and clean condition, reasonable use and wear excepted, at the end of the Contract Term. If the Facility is transferred to a new owner, and the Security Deposit is transferred to such new owner, unless applicable law provides otherwise, Landlord will not have any further liability for the return of all or any portion of the Security Deposit to the Resident, and Resident will look to the new owner for reimbursement or disputes.

16) Contract Guaranty. If Resident is unable to satisfy the self-qualification guidelines established by Landlord for the Facility, Resident must provide a guaranty ("**Guaranty**") from an individual who satisfies the criteria established by Landlord for the Facility. Resident shall deliver to Landlord any required Guaranty by the earlier of (a) the date which is five (5) days after the Effective Date, or (b) the Start Date. If Resident is unable to provide the Guaranty, Landlord may, in its sole discretion, either (x) terminate this Contract at any time prior to the Start Date, or (y) waive the requirement to provide a Guaranty; provided, however, that any such waiver may be conditioned on Resident depositing additional security with Landlord (which may include, without limitation, the payment of an additional deposit and the execution of an amendment to this Contract). ANY GUARANTY REQUIRED UNDER THIS CONTRACT SHALL BE VALID FOR THE ENTIRE CONTRACT TERM AS WELL AS EXTENSIONS OR RENEWALS THEREOF WITHOUT GUARANTOR EXECUTING A REAFFIRMATION OF SUCH GUARANTY.

17) Entry. Landlord (and its agents, employees, contractors, representatives, and service providers) shall have the right to enter the Bedroom and Unit at all reasonable hours (or, in the event of an emergency, at any time), without notice to Resident and without Resident's consent, to inspect, remodel, repair and maintain and protect the Unit and the Bedroom as Landlord sees fit in its sole discretion. Further, Landlord has the right to enter the Unit and the Bedroom at all reasonable times, without notice to Resident and without Resident's consent, to show the Unit and the Bedroom to prospective residents, lenders, insurance representatives, and purchasers. Resident shall not change the locks of the Unit or the Bedroom.

18) Default of Contract. Resident is in violation of this Contract, and it shall be an "**Event of Default**" hereunder if:

- a) Resident fails to pay Monthly Installments on the due date thereof and as otherwise directed by this Contract;
- b) Resident fails to pay any charge other than Monthly Installments within ten (10) days after it is due in accordance with this Contract;
- c) Resident or Resident's guest(s) violate this Contract or any addenda, the Rules and Regulations, any other rules, any applicable landlord-tenant law, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d) Any utilities payable by Resident or other residents of the Unit are disconnected or shut-off due to non-payment;

- e) Resident fails to move into the Bedroom after completion of all required documentation, or Resident abandons or apparently abandons the Bedroom (that is, it appears that Resident has moved out before the end of the Contract Term because Resident's personal belongings have been substantially moved out of the Bedroom);
 - f) Any information provided to Landlord (including, without limitation, information in Resident's Contract application) by Resident or Guarantor is false, inaccurate or misleading;
 - g) Resident or Guarantor files in any court pursuant to any statute, whether of the United States or of any state, a petition in bankruptcy or insolvency, or a petition is filed for the appointment of a receiver or trustee of all or a portion of the property of Resident or Guarantor, or there is an assignment by the Resident or Guarantor for benefit of creditors;
 - h) Resident or Resident's guest(s) is charged with or reasonably suspected of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, delivery or sale of a controlled substance, marijuana, or illegal drug paraphernalia, or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and /or any unlawful conduct involving a minor, regardless of whether such activity results in an arrest, conviction and/or deferred adjudication, and regardless of whether such conduct occurred on or off the grounds of the Facility;
 - i) Resident is charged with or reasonably suspected of a crime involving sexual misconduct of any kind, regardless of whether or not the alleged conduct occurred on or off the grounds of the Facility, and regardless of whether the alleged conduct results in an arrest or conviction, or is found to be a registered sex offender or person subject to registering as a sex offender as defined under the laws of the State;
 - j) Resident's guest is a registered sex offender or subject to registering as a sex offender as defined under the laws of the State;
 - k) Any illegal drugs or illegal drug paraphernalia are found in the Bedroom or the Unit (whether or not Landlord can establish possession) or illegal drug usage by Resident or Resident's guest is reported to Landlord by other residents of the Unit or Facility;
 - l) Resident is unable or refuses to adjust to the concept and requirements of living in the Facility environment as evidenced by repeated complaints about Resident made by other residents or the staff of the Facility;
 - m) Resident keeps any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in any part of the Facility, including, without limitation, the Bedroom and the Unit;
 - n) Any act by Resident or Resident's guest(s) materially affects the health and/or safety of Resident, Resident's guest(s), other resident or other persons in the Facility;
 - o) Any willful or intentional act by Resident or Resident's guest(s) or behavior by Resident or Resident's guest(s) constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other residents or persons in the Facility; or
 - p) Resident fails to comply with any other material term, provision, covenant or warranty made under this Contract that is not specifically addressed above in this Section.
- 19) Remedies:** Upon the occurrence of an Event of Default, Landlord shall have the right to all remedies at law or in equity, which may include, without limitation, the option to do and perform any one or more of the following without any requirement of demand or notice to Resident:
- a) Collect any charge or fee imposed on Resident under this Contract;
 - b) Sue to collect past due Monthly Installments, Additional Fees and/or any other sum due under this Contract, and any other damages incurred because of Resident's violation of this Contract;
 - c) Terminate this Contract and Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction;
 - d) Terminate Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction, but not terminate this Contract or end Resident's monetary obligations hereunder;
 - e) If permitted under applicable law, accelerate the Contract Amount for the balance of the Contract Term and sue to collect all unpaid Monthly Installments, Additional Fees, and/or other sums due under this

Contract, and other sums which would become due until the End Date, subject to Landlord's duty to mitigate under applicable law; or

- f) Report all violations to credit reporting agencies.

The exercise of any remedy by Landlord should not be taken to exclude or waive the right to exercise any other right or remedy which Landlord might have under applicable law or in equity, or as otherwise set forth in this Contract. Regardless of whether Landlord accepts Monthly Installments or other sums due from Resident after Resident is given notice to vacate his or her Bedroom and leave the Unit or an eviction suit is filed against Resident, such acceptance of Monthly Installments or other sums is under a reservation of rights and does not waive or diminish Landlord's continuing right of eviction or any other contractual or statutory right against Resident unless Landlord specifically agrees to such in writing.

- 20) Termination.** To the full extent permitted by applicable law, and except as otherwise specifically set forth in this Contract (including, without limitation, Section 21 below), no termination of this Contract prior to the End Date of the Contract Term will affect Landlord's right to collect the total Contract Amount. Resident acknowledges that conflicts among Resident and other residents of the Unit do not constitute grounds to terminate this Contract. Landlord shall not be liable or responsible for problems or disagreements arising out of any differences in personality, style of living, etc. among Resident and other residents of the Unit, or if any resident of the Unit is untruthful on any written documentation. In addition, Resident shall not be released from his or her liability under this Contract for any reason including without limitation school withdrawal, school transfer, loss of job, marriage, divorce, loss of any of the residents in the Unit, bad health or for any other reason. Except as expressly permitted by applicable law, Resident will not move out of the Bedroom or exercise any right of termination arising out of any breach by Landlord due to the condition or state of repair of the Bedroom or the Unit, and Resident waives any right, statutory or otherwise, to do so. No surrender of the Bedroom or the Unit by delivery of keys will terminate this Contract unless and until specifically accepted in writing by Landlord.

21) Resident's Rights to Terminate.

- a) **Military Termination.** Resident may terminate this Contract by giving Landlord written notice if: (1) Resident is or becomes a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently depart the local area, or if Resident is relieved from active duty (subject to the exception noted below); or (2) while in military service, Resident receives military orders for a permanent change-of-station or to deploy with a military unit (or as an individual in support of a military operation) for a period of at least ninety (90) days, or Resident is deployed to a foreign country as a member of the U.S. Armed Forces and is not continuing to receive housing allowance from the military ("**Military Cause**"). To terminate this Contract for Military Cause, Resident must deliver to Landlord a written termination notice and a copy of Resident's orders or a signed letter, confirming the orders, from Resident's commanding officer, confirming a Military Cause, and if Resident meets the requirements, this Contract will terminate on the later of (1) the next Monthly Installment due date following the thirtieth (30th) day after Resident provides the termination notice, or (2) the next Monthly Installment due date following the effective date of Resident's deployment or station change. After move-out, Resident is entitled to the return of Resident's Security Deposit, less lawful deductions. When signing or renewing this Contract, if Resident already has deployment or change-of-station orders, or if Resident knows that Resident will be retiring or ending an enlistment term before the end of the Contract Term, Resident may not be allowed to enter into or renew this Contract without prior approval.
- b) **No-Cause Early Termination.** Notwithstanding anything to the contrary contained in this Contract, provided Resident is not then in default under this Contract and is otherwise then in compliance with this Contract (both at the time of giving notice and at the date of termination), and provided that a condition does not then exist (both at the time of giving notice and at the date of termination) that with the passage of time or giving of notice, or both, would cause Resident to be in default under this Contract, Resident shall have the right to terminate this Contract by providing written notice to Landlord (the "**Early Termination Notice**") of such termination and paying to Landlord the No-Cause Termination Fee. The effective termination date of this Contract shall be the date that is sixty (60) days from and after Landlord's receipt of the Early Termination Notice, provided that Resident has paid the No-Cause Termination Fee to Landlord as of such date. Should Resident fail to pay the No-Cause Termination Fee or otherwise fail to satisfy the terms and conditions set forth above, the Early Termination Notice shall be deemed null and void and this Contract shall continue in full force and effect.

- 22) Move-Out.** When Resident vacates the Bedroom and the Unit, whether at or prior to the end of the Contract Term, Resident shall leave the Bedroom and the Unit (including without limitation the carpets, walls, windows, bathrooms, kitchen, patios, balconies, and Furnishings) clean and in good repair and condition, subject to normal wear and tear. Resident shall schedule a walk-through of the Bedroom and the Unit with Landlord's

staff no later than three (3) days prior to the end of the Contract Term. If Resident fails to leave the Bedroom and the Unit Common Areas in clean and in good repair and condition as described above, Resident (and, to the extent applicable, the other residents of the Unit) shall be responsible for the charges to complete any cleaning, repair or replacement. In addition, if Resident fails to remove any of Resident's property from the Bedroom, the Unit or other portions of the Facility after Resident vacates the Bedroom and the Unit, or upon the end of the Contract Term, such property shall be considered abandoned by Resident and may be stored or disposed of by Landlord in any manner whatsoever without accounting to Resident or being liable to Resident for such disposition. Landlord shall have the right to charge Resident, and Resident shall pay Landlord for, all costs incurred by Landlord to remove, store or dispose of such property. This Section survives the expiration of the Contract Term or earlier termination of this Contract.

- 23) Subletting and Renting.** This Contract permits Resident, and Resident only, to live in the Bedroom. Resident shall occupy the Bedroom as a private residence and for no other purpose. Resident shall not (a) sublease the Bedroom and/or the Unit, or (b) lease, rent or otherwise allow others to occupy the Bedroom or the Unit through Airbnb, Inc. or any similar service, or any website or other medium which is used to list, find and rent lodging.
- 24) Assignment.** Resident may not assign this Contract without Landlord's prior written consent, which consent shall be granted or withheld in Landlord's sole discretion. In order to request an assignment, Resident shall complete the Landlord's Assignment Intent Form, which is available in the Management Office. Resident acknowledges that the completion of the Landlord's Assignment Intent Form does not release Resident or Guarantor of any of the obligations under this Contract: the Assignment Intent Form only documents Resident's request to assign this Contract. Resident acknowledges and agrees that Landlord is not responsible for identifying a replacement resident to whom Resident can assign this Contract, and Landlord is not obligated to fill the Bedroom prior to filling other available bedrooms in the Facility. In the event that Landlord approves the assignment of this Contract to a replacement resident, such assignment shall be deemed complete only when all of the following have occurred: (a) all fees due and payable by Resident have been paid, including, without limitation, the Assignment Fee, (b) any and all required paperwork is completed by Resident and the replacement resident, and (c) the replacement resident moves into the Bedroom. Unless otherwise expressly agreed to by Landlord in writing, no assignment by Resident shall relieve Resident or any Guarantor of any liability under this Contract.
- 25) Vacant Bedrooms.** Resident acknowledges that the Unit may contain other bedrooms in which other residents may reside. If any bedroom within the Unit is vacant, Landlord shall have the right to place a new resident in such vacant bedroom unless Resident and/or one or more of the other residents of the Unit agrees to pay all costs for such unoccupied bedroom and execute a new contract with respect to such bedroom. If Resident occupies any vacant bedroom within the Unit, Resident shall pay to Landlord, in addition to the Monthly Installments due hereunder, the monthly installments, additional fees and other charges for such bedroom.
- 26) Relocation.** Landlord reserves the right, in its sole discretion and upon five (5) days' advance notice to Resident, to relocate Resident to another unit in the Facility. In the event of an emergency, as determined by Landlord, Landlord may relocate Resident upon less than five (5) days' advance notice. If Resident desires to be relocated to another unit in the Facility, Resident shall submit a written relocation request to Landlord, which request shall be granted or denied in Landlord's sole discretion. Prior to relocating to the new bedroom, Resident shall (a) pay to Landlord the Relocation Fee and all Monthly Installments, Additional Fees and other sums due and payable by Resident under this Contract, (b) execute any documents required by Landlord, and (c) pay to Landlord a security deposit for the new bedroom, the amount of which shall be determined by Landlord in its sole discretion. Upon the completion of (a) through (c) in the immediately preceding sentence, Resident shall vacate the Bedroom and move into the new bedroom within twenty-four (24) hours or Resident shall be financially liable for the Bedroom and the new bedroom. Landlord's consent to one or more relocations shall not constitute consent to any future relocation. Under no circumstances shall Landlord be responsible for relocation costs.
- 27) Holdover.** If Resident fails to vacate the Bedroom or the Unit by the End Date or earlier termination of the Contract Term, Resident shall pay the Holdover Resident Fee to Landlord by 8:00 a.m. on each day of the holdover. The inclusion of the preceding sentence in this Contract shall not be construed as Landlord's consent for Resident to hold over. No such holding over by Resident shall constitute any form of tenancy, but will be considered unlawful possession, and Landlord may exercise any right or remedy available under this Contract or applicable law to recover possession of the Bedroom and the Unit, and to recover damages from Resident. If any holding over prevents a new resident from occupying the Bedroom or the Unit, Resident may also be liable to Landlord for all monthly installments, additional fees, and other sum due and payable under the new resident's Contract with Landlord, subject to Landlord's obligation under applicable law, if any, to mitigate damages.

- 28) **Damage/Destruction/Condemnation.** Resident shall immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving or known to Resident, elsewhere at the Facility. If, during the Contract Term, the Bedroom or the Unit is damaged or destroyed by fire or other casualty, then, at Landlord's option: (a) the Bedroom or the Unit shall be promptly restored and repaired by Landlord and any Monthly Installments for the period that the Bedroom or the Unit is uninhabitable by Resident shall abate, unless and to the extent Landlord provides Resident with a comparable alternative living space, in which event Monthly Installments will not be abated, (b) Landlord may terminate this Contract by so notifying Resident, in which event the Monthly Installments shall cease to accrue as of the date of such damage or destruction, or (c) Landlord may relocate Resident to another bedroom or unit within the Facility or a comparable facility. Notwithstanding the foregoing, Resident shall not be excused from paying Monthly Installments, Additional Fees, or other sums due under this Contract if the damage or destruction to the Bedroom or the Unit is caused by Resident or any guest of Resident. If the Unit or the Facility is condemned, this Contract shall terminate on the date Landlord tenders possession of the Unit or the Facility to the condemning authority. All condemnation damages shall be the property of Landlord.
- 29) **Limited Liability and Release.** Neither Landlord nor the Landlord Parties shall be liable to Resident or Resident's guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or Resident's personal conflict with other residents of the Facility. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, RESIDENT, FOR HIMSELF/HERSELF AND FOR RESIDENT'S GUESTS, RELEASES LANDLORD AND THE LANDLORD PARTIES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (A) FOR LOSS OR THEFT OF RESIDENT'S OR RESIDENT'S GUEST'S PERSONAL PROPERTY, AND/OR (B) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO RESIDENT OR RESIDENT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, THE AMENITIES OR THE OTHER PORTIONS OF THE FACILITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. RESIDENT ASSUMES FOR HIMSELF/HERSELF AND FOR ALL OF RESIDENT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF ANY PORTION OF THE FACILITY, INCLUDING, WITHOUT LIMITATION, THE AMENITIES AND ALL FACILITY COMMON AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR RESIDENT'S USE, AT RESIDENT'S SOLE RISK. RESIDENT IS RESPONSIBLE FOR THE ACTIONS OF RESIDENT'S GUESTS.**
- 30) **Security.** Resident acknowledges that Landlord has not made any representations, either written or oral, to Resident concerning the safety of his or her Unit or the Facility or the effectiveness or operability of any security devices or security measures at the Unit or the Facility. At Landlord's sole and absolute discretion, Landlord may elect to install certain security devices or measures that are not required by law. The installation of these security devices or measures does not imply that Landlord will monitor any of these security devices or measures. It is further understood that Landlord may elect to discontinue any security devices or measures at any time, with or without notice to Resident. Resident acknowledges and agrees that Resident's security is Resident's responsibility alone. Resident acknowledges that Landlord neither warrants nor guarantees the safety or security of Resident or its guests against any criminal, tortious, or wrongful acts of any person. Resident acknowledges that security devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect himself or herself and his or her property as if these devices or measures did not exist. Resident agrees to immediately notify Landlord in writing of any malfunctions involving locks, doors or windows.
- 31) **Subordination.** This Contract and Resident's rights hereunder are subject and subordinate to any present and future lien of a lender (a "**Lender**") which is secured by all or any portion of the Facility. Resident shall, within five (5) days after Landlord's request, sign any documentation that Landlord requests to confirm that this Contract is so subject and subordinate. If Resident fails to deliver to Landlord such signed documentation within such five (5)-day period, Landlord may sign the same as the attorney-in-fact of Resident and in Resident's name, place, and stead, and Resident hereby irrevocably makes, constitutes, and appoints Landlord as such attorney-in-fact for that purpose, such right being coupled with an interest. In the event that a Lender or such other party (any such party, a "**Transferee**") takes over ownership of the Facility as a result of foreclosure, the exercise of power of sale, or other similar proceedings, Transferee may elect to terminate or continue this Contract. If Transferee elects to continue this Contract, Resident shall attorn to and recognize such Transferee as "Landlord" under this Contract for the balance of the Contract Term, and any extension or renewal thereof, and this Contract shall continue as a direct Contract between Resident and Transferee, except that Transferee shall not be (a) responsible for any act or omission of Landlord before the date Transferee acquired the Facility; (b) subject to any offset, defense or counterclaim against Landlord accruing before the transfer; (c) bound by any previous prepayment of more than one (1) Monthly Installment or one (1) month's Additional Fees; or (d) required to pay to Resident or account for any Security Deposit or

funds of the Resident other than any Security Deposit or other funds actually delivered by Landlord to Transferee.

32) Condition of Premises.

- a) Resident shall be liable for the cost of any and all repairs made necessary by the violation of the terms of this Contract by Resident or Resident's guests, or the negligent or careless use of the Bedroom, the Unit, or any other part of the Facility including without limitation (i) the costs of any and all repairs for damage from waste water stoppages or other plumbing issues caused by foreign or improper objects in lines serving any bathroom used by Resident or the kitchen of the Unit, (ii) damage to Furnishings, doors, windows or screens, (iii) damage caused from windows or doors being left open, and (iv) repairs or replacements to security devices necessitated by misuse or damage by Resident or Resident's guests (including damage to the Bedroom and the Unit Common Areas that may have been caused by other residents of the Unit (if Landlord cannot ascertain the individual who caused the damage)). Landlord may require Resident to prepay such repairs, or, if Landlord advances the funds for such repairs, Resident shall be responsible for reimbursing Landlord for the same within ten (10) days following receipt of an invoice from Landlord. Excepting only ordinary wear and tear, Resident shall be solely responsible to Landlord for damages to the Bedroom and the Furnishings therein. In addition, Resident shall be jointly and severally liable (with the other residents of the Unit) for all damages to Unit Common Areas and the Furnishings therein. In addition, Resident shall be liable to Landlord for any damages of any nature that result from the usage by Resident or Resident's guests to any of the Amenities and any of the furnishings, property, systems or components located in the Facility Common Areas. Landlord will provide normal maintenance and repair of the Bedroom and the Unit without additional charge to Resident, except for repairs made necessary by the misuse of the Bedroom or the Unit by Resident or Resident's guests. Resident will immediately report to Landlord, in writing, the need for repair of the Bedroom or the Unit, including plumbing, heating, air conditioning and other systems. If damage is incurred within the Bedroom or the Unit due to Resident's failure to timely submit a maintenance request to Landlord, then Resident shall be liable for any costs resulting from such delay. Landlord's repair costs payable by Resident hereunder shall include Landlord's actual out-of-pocket expenses plus an overhead charge of fifteen percent (15%). This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- b) If there is noncompliance by Resident materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and Resident fails to comply (i) as promptly as conditions require in case of emergency, or (ii) within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Resident remedy it within that period of time, Landlord may enter the Unit and cause the work to be done in a workmanlike manner and submit a bill to Resident for the cost thereof, and such charges shall be due within ten (10) days following Resident's receipt of such bill. The costs payable by Resident hereunder shall include Landlord's expenses plus an overhead charge of fifteen percent (15%).
- 33) Parking.** The Parking Addendum attached to this Contract and incorporated herein by this reference and the Rules and Regulations set forth the rights and obligations of Landlord and Resident with respect to parking at the Facility.
- 34) Landlord Obligations.** Resident shall notify Landlord in writing of any alleged violation by Landlord of any of its obligations to Resident under this Contract, within fourteen (14) days after the alleged violation. To the full extent permitted by applicable law, the failure of Resident to make such notification within such time shall constitute a complete waiver by Resident of such violation by Landlord.
- 35) Rules and Regulations.** Resident shall comply with the Rules and Regulations attached to this Contract as **Exhibit C** and by this reference incorporated herein (as the same may be altered, supplemented, amended, or modified from time to time in accordance with this Section 35, the "**Rules and Regulations**"). Resident shall be bound by any reasonable alterations, supplements, amendments, and modifications to the Rules and Regulations that Landlord may make from time to time, and any such alterations, supplements, amendments and modifications shall be deemed effective and a part of this Contract upon the earlier of the date the same are delivered to Resident, or posted in the Facility Common Areas. In the event of any inconsistency between the terms of this Contract and the Rules and Regulations, the provisions of the Rules and Regulations shall govern and control, and all other provisions of the Rules and Regulations shall remain in effect. Resident is responsible for Resident's guests' compliance with the Rules and Regulations. Landlord shall use commercially reasonable efforts to cause other residents and guests of the Facility to comply with the Rules and Regulations; provided, however, to the fullest extent permitted by applicable law, in no event shall Landlord be responsible for any party's failure to comply with the Rules and Regulations.

- 36) **Resident's Rental History.** Resident acknowledges and agrees that, if a third party requests information on Resident or Resident's rental history for law enforcement, governmental or business purposes, Landlord may provide such information. Landlord may request information from any utility provider about pending or actual connections or disconnections of utility service to the Unit.
- 37) **Amenities.** Resident acknowledges and agrees that Landlord has no obligation to provide any Amenities, and Landlord may temporarily or permanently remove any of the Amenities at any time without providing notice to Resident. Resident acknowledges that Amenities with mechanical components can be rendered inoperable at any time, and Landlord shall have no obligation to repair or replace any of the Amenities. In no event shall Resident be entitled to withhold Monthly Installments or terminate this Contract by reason of malfunction, suspension, or removal of any of the Amenities.
- 38) **Miscellaneous.**
- a) **Incorporation of Addenda; Inconsistency.** Each addendum attached to this Contract is incorporated herein by this reference. In the event of any inconsistency between the terms of this Contract and the attached addenda, the terms and conditions of the applicable addendum shall govern and control.
 - b) **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of Landlord and its successors and assigns. This Contract represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Contract may only be amended by a written instrument executed by both Landlord and Resident.
 - c) **Waiver:** No failure or delay on the part of Landlord to enforce any term or condition of this Contract will be considered a waiver or relinquishment of any right or remedy of Landlord hereunder, and will not be considered a waiver of any future breach of such term or condition. All remedies provided for in this Contract are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
 - d) **Joint and Several Liability.** If this Contract is signed by more than one person as Resident, then the liability hereunder of all such persons to Landlord shall be joint and several, and references in this Contract to Resident shall be deemed to include all persons who so sign this Contract as Resident. Resident and each of the other residents of the Unit are jointly and severally liable for all obligations relating to the Unit Common Areas and the utilities (if applicable); provided, however that Resident alone is liable for Monthly Installments and Additional Fees, and obligations under this Contract relating to the Bedroom.
 - e) **Severability.** In the event any clause or provision of this Contract is or becomes illegal, invalid or unenforceable because of any present or future laws, or any rule or regulation of any governmental body or entity, such provision shall be deemed severed from this Contract, and the remaining parts of this Contract shall not be affected thereby. Notwithstanding the foregoing, in the event that such illegality, invalidity or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Contract on written notice to Resident.
 - f) **Time of Essence.** Time is of the essence in this Contract. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively. In the event that any time period (other than the Contract Term) specified herein shall expire on a weekend or a federally recognized holiday, then such time period shall be automatically extended to the next business day.
 - g) **Entire Agreement.** Landlord and Resident agree that this Contract (and any exhibits and addenda attached hereto) contain the entire and sole agreement between Landlord and Resident, and prior oral or written representations, inducements, expectations, promises or agreements between Landlord and Resident not specifically set forth in this Contract shall be of no force or effect. No modification or amendment of this Contract shall be binding upon the Landlord and Resident unless such modification or amendment is in writing and signed by Landlord and Resident. For purposes of this Section 38(g), a modification or amendment shall be deemed "in writing and signed" if completed and electronically signed by Landlord and Resident through any computer-based leasing/property management program utilized by Landlord.
 - h) **Attorney's Fees.** If Landlord brings legal action to enforce this Contract against Resident, and the court or other legal body rules in favor of Landlord, in whole or in part, Resident is liable for the costs and expenses of such action incurred by Landlord, including Landlord's reasonable attorneys' fees, in addition to any amounts awarded to Landlord in such action.