

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