



Dear Charles,

We are excited you have chosen 2nd Avenue Centre, an American Campus community, as your home away from home for next year. At American Campus, our mission is to make your experience at 2nd Avenue Centre a success. It's not just about a great apartment and great amenities. It's about giving you the resources and academic environment you need to succeed with the college experience you want.

Enclosed you will find your lease agreement for the Fall lease term to be signed by you. If you would like a copy for your records, please contact our office and we will gladly make arrangements to send this to you. **Accommodations are limited and are reserved on a first come, first served basis. We encourage you to act quickly and return the attached lease agreement or you may risk losing your space.**

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

_____ **Lease Agreement:**

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

_____ **Guaranty Agreement:**

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

_____ **Roommate Matching Profile:**

Please complete this form as thoroughly and as accurately as possible. Sign and date the bottom and return with your completed lease agreement. Be sure to list any roommates you have already chosen at the bottom of the form. This form must be completed regardless of whether or not you have already chosen your roommates.

_____ **Rental Requirements & Qualifications:**

All applicants must qualify individually and successfully complete a criminal background check.

If you are receiving your lease by mail, we have included a postage-paid envelope in this package for you to mail your completed lease agreement and roommate matching profile back to our office. Otherwise, you may return your lease to our office at any time during office hours. Remember, accommodations are limited, so don't delay.

We look forward to welcoming you to 2nd Avenue Centre Soon you'll understand exactly why we say: *You're going to love it here!* If you have any questions regarding your lease agreement, please contact the leasing office at (352) 372-3790.

Sincerely,

2nd Avenue Centre

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

2nd Avenue Centre
LEASE AGREEMENT

BASIC TERMS:

Date: 08/08/2020
Apartment Community: 2nd Avenue Centre
Resident: Charles Richardson ("you" or "your")
Landlord (Owner): ACC OP (Gainesville IV) LLC ("us", "we" or "our")
Landlord's Address: c/o Manager, 505 SW 2nd Avenue Gainesville, Florida 32601 Attention: General Manager
Manager: ACC OP Management LLC

Premises: A Private ("Bedroom") accommodation in a 4 Bedroom, 4 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: 4 Bed 4 Bath

Lease Term: Starting Date of Lease Term: 8/22/2020 Ending Date of Lease Term: 7/31/2021

Rent: Base Rent: Your total Base Rent for the Lease Term is \$9348.00 (you must also pay additional charges as identified in this Lease and applicable sales taxes).

Deposits and Fees: In addition to paying Base Rent, you agree to pay us the following Deposits and fees.

Security Deposit:	\$0.00 (see Paragraph 4 below)
Application Fee:	\$0.00 (the Application Fee is nonrefundable for any reason, unless otherwise required by applicable law)
Administrative Fee	\$0.00 (the Administrative Fee is nonrefundable for any reason)
Monthly Fees are due and payable at the same time each installment of Base Rent is due and payable.	Individual Fees are due and payable on the date listed below.

The Base Rent, and any additional fees, charges, and/or liquidated damages payable by you under this Lease are together referred to as "Rent". Base Rent and the additional fees or charges payable in installments for the Lease Term is \$9348.00 is payable in 12 installments, without offset or deduction, and you agree to pay such Rent as follows:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$779.00	8/1/2020	\$779.00	2/1/2021
\$779.00	9/1/2020	\$779.00	3/1/2021
\$779.00	10/1/2020	\$779.00	4/1/2021
\$779.00	11/1/2020	\$779.00	5/1/2021
\$779.00	12/1/2020	\$779.00	6/1/2021
\$779.00	1/1/2021	\$779.00	7/1/2021

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

Guarantor: Maria Richardson, who 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 invalid but shall be a default of this Lease (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this lease and all Rent and other obligations.

Security Deposit will be kept in a non-interest bearing account at: Bank of America, Dallas, TX Account Number: 488034643327

Exhibits attached to this Lease:

- Apartment Community Rules and Regulations
- Wireless Telephone Contact Consent
- Safety Guidelines
- Privacy Policy
- Utility Addendum
- Parking Rules (if applicable)

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

AGREEMENT:

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AND THAT THEY ACKNOWLEDGE THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. 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. 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 IS VALID AND BINDING AS A RENEWAL OF BOTH THIS LEASE AND THE GUARANTY.

LANDLORD:
ACC OP (Gainesville IV) LLC
By: ACC OP Management LLC

RESIDENT:
Charles Richardson (Aug 14, 2020 21:14 EDT)

By:
Signature

ADDITIONAL TERMS AND PROVISIONS AND EXHIBITS FOLLOW THIS PAGE

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, “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 mail box assigned to you by Manager.

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

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your lease term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee.

- b. Occupants.** Maximum occupancy is established at one (1) person per Bedroom for all persons not of a familial status. Familial occupancy is not to exceed two (2) persons per Bedroom. The Premises will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent but, the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

If the Apartment consists of more than one 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 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.

- c. Condition on Starting Date.** Prior to your moving into the Premises, we will inspect, clean and repair any damage to the Premises. A Unit Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing in the “MOVE-IN” portion of 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 thereto. Both you and we will sign the Inventory and Condition Form, and it will be controlling with regard to questions regarding damage existing when you moved in. We will give you a copy of the Unit Condition Form following signing by you and us. It is your responsibility to insure the copy of the Unit Condition Form is received by you. Except for what you tell us in writing on the “MOVE-IN” portion of the Inventory And Condition Form by the end of the day after you move in, **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 DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

d. Maintenance, Alterations 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 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 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 did it). 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 10 days after we send you an invoice. You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. “Reasonable wear” means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease and any Renewal of this Lease.
- ii. You 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. You are responsible for maintaining the smoke detector and/or carbon monoxide detector and keeping it in working condition.
- 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 leakage, 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 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. 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 gross negligence or willful misconduct or the gross negligence or willful misconduct of Manager.** We urge you to obtain your own insurance for losses due to such causes.

e. Mold Provisions and Pest Control.

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

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

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

- ii. In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
 - a) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
 - b) Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow Apartment Community rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident's dwelling dry out.
 - c) Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.
- iii. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
 - a) rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
 - b) overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - c) leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - d) washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 - e) leaks from clothes drying discharge vents (which can put lots of moisture into the air);
 - f) and insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- iv. If small areas of mold have already occurred on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain.

Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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

- v. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth.

If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager cannot fix problems in your dwelling unless it knows about them.

- vi. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.

- a) Resident agrees to keep the Premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the Apartment.
- b) Resident agrees to cooperate with Manager with timely access to the Resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
- c) Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
- d) Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by Landlord.
- e) Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence.

- 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. Upon termination of this Lease, we have three (3) business days to inspect the Premises for damage and fill out the "MOVE-OUT" portion of the Inventory and Condition Form, and this will be the basis for any charges against your Security Deposit. The estimated dollar amount of any repairs or service will appear on the "MOVE-OUT" portion of the Inventory and Condition Form; repair labor will be billed at \$50.00 per hour and cleaning service labor will be billed at \$25.00 per hour. You may be liable for an amount higher or lower than the amount of your Security Deposit. If you and we agree upon the damage listed, you and we must sign the "MOVE-OUT" portion of the Inventory and Condition Form. If you disagree with our assessment of damages and therefore refuse to sign it, you must state specifically in writing the items you disagree on, and you must sign such statement of disagreement and deliver it to us. **In order for us to process any right you may have to recover any portion of your Security Deposit which you may believe has been wrongfully withheld after termination of this Lease, you must either sign, or object in writing to the damage listed on the Inventory and Condition Form.** If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as contemplated by Florida Statute §715.10-715.111. This may result in your liability for all costs incurred to keep, sell or dispose of such property without our being liable to you. We may sell or dispose of such property without our being liable to you after the time period required by Florida Statute §715.10-715.111. It is your responsibility to leave an accurate forwarding address.

2. **LEASE TERM.** This Lease 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 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 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 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. If you have not or do not intend to move in to your Apartment on or after the starting date of your Lease 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 for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. 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. Should your request to transfer your rights under this Lease be approved, you also have to pay us a reletting charge equal to \$250.00, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The Reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us.

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 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.** Rent is due on the first (1st) and is late on the fifth (5th) of every month. You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to Landlord. 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). **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. **Cash 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) an initial late charge of \$40.00; in addition, from and after the sixth (6th) day of the month, Manager will charge you (and you agree to pay) \$5.00 per day until you have paid everything that you owe, but late fees not to exceed \$155.00. You also agree to pay a \$40.00 charge for each returned check (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about. Late Fees will continue to accrue until the outstanding balance is paid in full.
- 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. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. 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. Late Fees will continue to accrue until the outstanding balance is paid in full. In addition, Landlord's acceptance of any check marked "final payment" or "paid in full" 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 as described in the Apartment Community Rules and Regulations (the "Rules and Regulations"), which are attached to this Lease. Additional policies and regulations may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.
- e. Resident is responsible for any cost incurred by the Landlord in effort to collect delinquent balances due to Resident's failure to pay; including attorney's fees and collection agency fees.
- f. Resident understands and agree that any fees, charges, and/or penalties including, but not limited to: utility charges/fees, late fees, fees for checks returned for insufficient funds, transfer fees, lost key fees and attorney fees incurred by Landlord in otherwise enforcing this agreement shall be considered additional Rent. Failure to pay the amounts described herein shall be considered non-payment of rent and Resident is subject to eviction for non-payment of Rent.

4. SECURITY DEPOSIT. DISCLOSURE REQUIRED BY F.S. 83.49(2)(d):

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. 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 YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY. IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND. YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY. THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

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. 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 in compliance with state agency rules or city ordinance.

Where lawful, all utilities, charges and fees of any kind under this Lease shall be considered additional Rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to Rent last. Failure to maintain utilities as required herein is a material violation of the Lease and may result in termination of tenancy, eviction and/or any other remedies under the Lease and state law. Your bills may contain charges from utility bills, property tax statements, and other appropriate sources of utility charges subject to state and/or local laws, rules, ordinances, and regulations. Where lawful, you may receive estimated bills in the event that the Apartment Community does not receive charges from the providing utility providers 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. 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 ASSIGNEES AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (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, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE 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 AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

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 his/her right to a jury trial.

7. DEFAULT AND REMEDIES. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
- b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, any Apartment or amenity rules, or fire, health or criminal laws, regulations, and codes, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other Residents of the Apartment are not paid on a timely basis or are disconnected or shut-off;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for 15 consecutive days while unpaid Rent is due and payable;)
- e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the lease document was tampered with or modified in any way without consent of Landlord;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You create a nuisance or disturbance within the Premises, Apartment or the Apartment Community;
- i. You fail to pay any fee or charge within 10 days after it is levied in accordance with this Lease or the Rules and Regulations; or
- j. You engage in any actual violent conduct or threat of violence, whether verbally, in writing or via electronic communication, toward any roommate, Resident, Landlord's employees or agents or the general public.

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- a. Collect any fee or charge imposed by the Rules and Regulations and/or outlined in the Resident Handbook;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, without terminating the Lease or your monetary obligations for the Premises by giving you written notice providing three to seven days' notice for you to vacate the Premises;
- d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until a Replacement Resident has completed all necessary paperwork, submitted all fees to Manager, and Manager approves and executes the Lease Agreement;
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction; and/or
- f. Report all violations to credit reporting agencies.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

8. LANDLORD'S RIGHT TO ENTER. In the event of an emergency, if any Resident of the Apartment has placed a work order with Manager, or if it is otherwise impractical to provide notice, both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. The entry can be gained by use of a pass key 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, and you will be liable for any damage caused thereby). With one (1) day prior 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 or pest control.

9. 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 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, 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.

10. SUBORDINATION. The lien of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a Resident

under this Lease. Therefore, if we violate the loan and a lender becomes the Owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.

11. **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 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 30 days on a bulletin board or other area that we designate for notices to Residents or by written notice to you.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new Owner of the Apartment Community 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 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.
13. **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. If someone requests information on you or your RENTAL history for law enforcement, governmental or business purposes, we can provide it. However we are not required or obligated to do so.
14. **LIABILITY OF RESIDENTS.** Each Resident of an Apartment is jointly and severally liable with the other Residents of the Apartment for all lease obligations relating to Common Areas; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease. 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.
15. **LIABILITY OF LANDLORD.** If we violate this Lease, before you bring any action against us for such violation, you agree to first give us written notice of the nature of our violation and allow us 7 days to cure it.
16. **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. 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. 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.**
17. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease 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 or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. Unless this Lease 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 will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable. This Lease shall create the relationship of Landlord and Resident between you and us, and you have only a usufruct and not an estate for years. Radon gas is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This disclosure statement notification is in compliance applicable law.
18. **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. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease must be delivered by personal delivery 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 mail box. 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 or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given electronically and/or via text message, subject to our rules.
19. **WAIVER OF PERSONAL JURISDICTION.** You agree that performance and payment of your obligations under this Lease shall be made in the County in which the Apartment Community is located. You waive personal jurisdiction and submit to the jurisdiction and venue of the courts in the County in which the Apartment Community is located.
20. **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.
21. **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, 1-20, 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 you agree to provide the required information within 10 days of the day you sign this lease or before the lease 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 in default and market the room (s) you have contracted as described on the front page of this 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.

22. **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.
23. **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.

24. **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.

Initial 


Resident’s Initials

25. **SERVICE REQUESTS.**

We offer 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).

26. **PERSONAL SAFETY/SECURITY ACKNOWLEDGMENT AND RELEASE.**

BY EXECUTION OF THE LEASE, 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.**

Initial



Resident's Initials

27. AUTHORIZED ENTITY CONSENT TO OUTREACH. You hereby expressly authorize us, and our successors, assignees, 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 you using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text message at the telephone number(s) you provided for non-promotional, non-marketing purposes 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, including collection of amounts owed for said services. Examples of reasons Authorized Entities may contact you include, without limitation, the following: 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.

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 or mode that you provide to us or to any Authorized Entity 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, electronic mail 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 or mail 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. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

28. 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.

29. 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.

30. SEVERABILITY. If any provision of this Lease is invalid or unenforceable under applicable law, it won’t invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.

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



APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease. 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 violation of the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease 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.

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 cannot 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 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 contract on the ending date of the Lease 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 Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 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. Florida law effective on July 1, 2015 that provides for criminal penalties for making false representations relating to service animals. It provides "A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service

for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months. The following rules shall apply to a violation of this policy:

- a. First violation: A written violation will be issued to the Resident specifying the complaint, and a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Pet must be removed from the Premises within 24 hour 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 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 \$500.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one 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 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 by Owner.

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. 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 in writing 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 month. If your guest has exceeded 3 consecutive days and/or 3 times in one month, you will receive a warning asking for your guest to be gone within a 24 hour period. If the situation is not remedied, you will be in violation of your lease which could result in default of the lease contract. If we accept packages for Resident it is only as a service and we are not responsible for their packages or deliveries. If packages or deliveries have not been picked up within 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, **SUCH COSTS, EXPENSES, CLAIMS RIGHTS AND CAUSES OF ACTION ARISING FROM LANDLORD'S AND/OR MANAGER'S NEGLIGENCE.**

COMMON AREAS

Resident permission for use of the Fitness Center, common areas, and other amenity areas of the Apartment Community (the "Facilities") located at the Apartment Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, 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 or the Rules and Regulations shall control. Landlord reserves the right to set the days and hours of use for all Facilities and to change the character of or close any of the Facilities 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 Facilities at any time.

Additionally, 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 Facilities at the Apartment Community. Resident 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 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 RESIDENTS' 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, 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 THE NOVEL CORONA VIRUS.

We all have a role in limiting the spread of COVID-19. These rules related to Common Areas, Premises and Facilities have been developed with the health and safety of residents and team members and in accordance with state/local orders and guidance from public health authorities.

Follow health and safety guidance from state/local government and public health authorities. Additional resources can be found online at:

- Centers for Disease Control and Prevention – www.coronavirus.gov

Residents must:

- Comply with all posted signs and published rules relating to specific common areas or amenities, including occupancy limits and protective measures.
- Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
- Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
- Utilize reservation system (if applicable) and respect any time limits that apply for usage.
- Wash or disinfect hands upon entry into any common area and after using any amenities or interacting with other individuals not within the same household.
- Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
- Leave any outdoor furniture where it is; do not move furniture.
- Consider wearing face cloth coverings (over nose and mouth) when entering a common area or amenity.

Always assume that anyone could have COVID-19.

Landlord makes no representation or warranty that our Common Areas, Premises or Facilities are free of COVID-19 or that persons occupying the Premises and using the common areas or amenities are not infected with COVID-19.

FIRE SAFETY/SAFETY

- 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 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.**
- 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 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.**
- 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.**
- 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.**
- 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.**
- 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 or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your Apartment and 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 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 are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
16. Drones are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

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 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 claim 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 observe all warning signs and blockades. Resident agrees to stay away from the construction areas. 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 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.

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 (in other words, Rent is due from the original Starting Date of Lease Term), but we will provide lodging (with not more than one other person assigned to the room) at an area accommodation until your Premises are 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, and room services. You are responsible for any damage you cause to the lodging facility. If you are removed from the accommodation by the facilities 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. Please remember you will owe Rent from the original Starting Date of Lease Term.

PARKING (IF APPLICABLE)

1. Vehicles in use in the Apartment Community may not exceed a speed of 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.
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 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 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 on 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 10 PERSONS.** Hosting, engaging in, or otherwise allowing a gathering that exceeds 10 persons may cause endangerment to Residents and their guests, and Manager may declare you in violation of this Lease. **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 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 closets 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. Manager reserves the right at any time to charge, contact guarantors, or declare you in default of your lease 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, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease 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 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.

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 him or her without opening the door. If the person identifies him/herself 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. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic gate cards to anyone. Do not prop or hold open community doors for anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. 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.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Whenever possible, don't leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
27. Don't leave your keys in the car.
28. 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.
29. 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.
30. Check the backseat before getting into your car.
31. 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.**

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. Electric charges will be allocated to each Apartment based on the number of Residents occupying the Resident’s Apartment. The Landlord will pay for the first \$ 35.00 for each Resident in a 2 Bed – 2 Bath Apartment, \$30.00 in a 4 Bed – 4 Bath Apartment, and \$80.00 in a 1 Bed – 1 Bath Apartment per billing period. Each Resident in the Apartment will be individually responsible for dollar amounts in excess of the allowance divided by the number of Residents with an executed Lease Agreement in the Apartment.
 - ☒ Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by the Landlord until otherwise notified by the Landlord
 - b) **Water** service to Resident’s Apartment will be paid by:
 - ☒ the Landlord (Resident will not pay for this service separately from Rent).
 - c) **Sewer** service to Resident’s Apartment will be paid by:
 - ☒ the Landlord (Resident will not pay for this service separately from Rent).
 - d) **Gas** service to Resident’s Apartment will be paid by:
 - ☒ the Landlord does not have this utility.
 - 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:
 - ☒ the Landlord (Resident will not pay for this service separately from Rent).
 - g) **Cable/Satellite TV** service to Resident’s Apartment will be paid by:
 - ☒ the Landlord (Resident will not pay for this service separately from Rent).
 - 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).
 - j) **Telephone** service to Resident’s Apartment will be paid by:
 - ☒ the Landlord does not have this utility.

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 Resident’s Apartment compared to the total number of Residents at the Apartment Community
 - 6: Allocation based on the number of Residents residing in Resident’s 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 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 15 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, 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 of \$ 50.00.
- 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.
- 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 thirty (30) 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.


Charles Richardson (Aug 14, 2020 21:14 EDT)

Resident Signature

Date

Charles Richardson
Resident Printed Name

WIRELESS TELEPHONE CONTACT CONSENT

By acknowledging and signing this consent, Resident grants express written consent authorizing Landlord to communicate with Resident using an automatic telephone dialing system, artificial or prerecorded voice, and SMS text messages at the wireless telephone number indicated below. Examples of messages Resident will receive may include, without limitation, the following: information regarding 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 understands that it is 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 he/she has 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: [info@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:

Yes

Yes/No

Resident Phone Number Provided via Housing Application: 5616603885


Charles Richardson (Aug 14, 2020 21:14 EDT)

Resident Signature

Charles Richardson
Resident Printed Name

Date

PRIVACY POLICY

Effective Date: April 12, 2019

American Campus Communities, Inc. (“American Campus Communities,” “ACC,” “we,” “us,” or “our,”) respects the privacy of our users (“you” or “your”). This privacy policy (“Privacy Policy”) governs the websites we and our affiliates, subsidiaries and related entities operate.

Privacy Policy

Our goal is to provide you with an excellent customer experience. We will take reasonable measures to protect the privacy of our applicants, Residents, prospective Residents, and Website visitors.

We collect personal information only for purposes that a reasonable person would consider appropriate in the circumstances. Personal information is data that can be used to directly or indirectly identify an individual. This Privacy Policy is intended to inform you of the personal information that we collect, use, and share (collectively, “process”), why we process this information, and the ways in which we will protect this information. For certain persons located in the European Economic Area (“EEA”), ACC is the data controller responsible for your personal data.

Please take a moment to become familiar with our privacy practices as described below. Our websites may contain links to other sites for organizations that are not directly affiliated with American Campus Communities. Also, American Campus Communities may have a presence on one or more social-networking sites to which you may have access. We are not responsible for the content or privacy practices of these sites and recommend that you review their privacy statements as they may differ from those of American Campus Communities.

Personal Information We Collect Directly

We receive and store any information you provide in relation to our services, such as when you submit an application, communicate with us via phone or email, participate in surveys, or provide information to your online account.

You are not required to provide the personal information that we have requested; however, by choosing not to do so, we may not be able to provide you with our products or services or respond to any inquiries you may have.

Information Submitted by Applicants: In order for one of our properties to process a lease application, applicants must provide some personally identifiable information, including:

- Applicant name
- Physical address
- E-mail address
- Telephone number
- Social security number
- Date of birth

This information will be used to identify and consider the applicant for residency, and to contact the Resident and/or the Resident’s guarantor.

Information Collected from Prospective Residents: We may also request contact information from prospective Residents who visit or call one of our properties. The information you submit to one of our properties may be accessed by the property, and by American Campus Communities and its affiliates in order to operate and manage the services, understand our Residents and Residents’ guarantors, and to develop new products and services.

Such information may include:

Prospective Resident name
Physical address
E-mail address
Telephone number

This information may be used to contact prospective Residents, or to inform them of news or promotions.

Information Collected from Investors: Our website includes certain webforms that may require personal information from current and potential investors. The information you submit in a webform will be accessed by American Campus Communities in order to provide you with more information, or to address any questions or concerns you may have. Personal information collected from current or potential investors include:

- First and last name
- Email address
- Phone number
- Job title/company
- Physical/mailling address

Please keep in mind, any personal information you choose to submit under the “Comments” field within our webforms will be captured as well.

For persons located in the EEA, we will have a lawful basis to process your personal information if:

- We need to process your information or application (including transfers to our U.S. service providers) in order to provide you with the service you have requested or to enter into a contract; or
- We have a legitimate interest for processing your data, including for data analytics, enhancing or improving our services, or identifying usage trends.

Personal Information We Collect Indirectly

IP Addresses: We collect your IP address when you visit the websites to help us administer the websites and diagnose problems.

First and third-party cookies: To enable our systems to recognize your browser or device and to provide our services to you, we use cookies, web beacons and similar tracking technologies.

A “cookie” is a small text file that a website can place on your computer’s hard drive to, for example, collect information about your activities on the site to keep your account secure, to help us enhance your experience when using our website, and to gain insight on how to better serve our website users.

We use both first and third-party cookies on our website. First-party cookies are those set by us, whereas third-party cookies are set from a domain different from the domain of the website you are visiting for our advertising and marketing efforts. We use cookies to:

- Assist with your navigation of our website;
- Track interactions on our websites or particular features on our websites;

- Remember your site preferences (e.g., language preferences); and
- Tailor advertisements to you and provide you with a personalized marketing experience.

We may also use Local Shared Objects, sometimes called “flash cookies,” to store information relating to your use of our websites on your computer’s hard drive to personalize and enhance your experience.

We also classify cookies into the following categories:

Strictly Necessary Cookies

These cookies are necessary for the website to function and cannot be disabled.

Analytical/Performance Cookies

These cookies are used to allow us to recognize and maintain a log of the number of visitors that reach our website. These cookies assist us in improving our website function in the most efficient manner possible.

Functionality Cookies

These cookies are used to recognize users when they return to our website, so we can personalize content for you and remember your preferences. If you choose to disable these cookies, we will not be able to automatically set your preferences when you visit our site (e.g., your preferred language and region).

Targeting Cookies

These cookies are set through our website by our advertising partners. These partners may use information obtained through their cookies about your visits to our and other websites, in combination with information about your purchases and interests in order to provide advertisements about goods and services relevant to you.

Exercising Choices Regarding Analytics and Advertising

We may use Google Analytics, Adobe Analytics or other website providers for analytics services. These analytics services may use cookies and other tracking technologies to help us analyze how users use our websites. Information generated by these services (e.g., your IP address and other online data) may be transmitted to and stored by Google Analytics, Adobe Analytics and other website providers on servers in the U.S. (or elsewhere) and these website providers may use this information for purposes such as evaluating your use of our websites, compiling statistic reports on our websites' activity, and providing other services relating our websites' activity and other Internet usage. We only retain aggregated data from Google Analytics and Adobe Analytics.

You may exercise choices regarding the use of cookies from Google Analytics by going to <https://tools.google.com/dlpage/gaoptout> or downloading the Google Analytics Opt-out Browser Add-on. You may exercise choices regarding the use of cookies from Adobe Analytics by going to <http://www.adobe.com/privacy/opt-out.html> under the section labeled “Tell our customers not to measure your use of their websites or tailor their online ads for you.”

We may engage and work with third parties to serve advertisements on our behalf on our websites, and/or on Third Party Services, and to provide analytics about the performance of our ads. Some information about your browsing of our websites and certain Third Party Services may be collected across time and services and shared with third parties to deliver ads and/or other content to you on our websites and certain Third Party Services. We may receive information about Third Party Services that you have visited and use it for marketing purposes—a practice sometimes termed “(re)-targeting,” “interest-based advertising,” and “online behavioral advertising” (collectively, “Interest-based Ads”). We may participate in online advertising networks and exchanges that display Interest-based Ads to you on Third Party Services. These entities may use cookies and other tracking technologies to automatically collect information about you and your activities, such as registering a unique identifier for your device and tying that to your online activities on and off of our websites. Certain companies we work with to serve Interest-based Ads participate in the Digital Advertising Alliance (“DAA”) AdChoices Program and may display within the ads an Advertising Option Icon for Interest-based Ads that links to an opt-out tool which allows you to exercise certain choices regarding targeting. You can learn more about the DAA AdChoices Program at <http://www.youradchoices.com/> and its opt-out program for mobile apps at <http://www.aboutads.info/appchoices>.

In addition, certain advertising networks and exchanges we work with to serve Interest-based Ads may participate in the Network Advertising Initiative (“NAI”). NAI has developed a tool that allows consumers to opt out of certain Interest-based Ads delivered by NAI members' ad networks. To learn more about opting out of such targeted advertising or to use the NAI tool, see <http://www.networkadvertising.org/choices/>.

Please be aware that, even if you are able to opt out of certain kinds of Interest-based Ads, you will continue to receive non-targeted ads. Further, opting out of one or more NAI or DAA members only means that those selected members should no longer, under the DAA / NAI rules, deliver certain targeted ads to you. This selective opting out will affect our websites and other services but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks).

Also, if your browsers are configured to reject cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different device or web browser(s), or use a non-browser-based method of access (e.g., mobile app), your NAI / DAA browser-based opt-out may not, or may no longer, be effective. Mobile device opt-outs will not affect browser-based Interest-based Ads even on the same device, and you must opt-out separately for each device.

We are not responsible for the effectiveness of, or compliance with, any third-parties’ opt-out options or programs or the accuracy of their statements regarding their programs. However, we support the ad industry’s 2009 Self-regulatory Principles for Online Behavioral Advertising (<http://www.iab.net/media/file/ven-principles-07-01-09.pdf>) and expect that ad networks we directly engage to serve you Interest-based Ads will do so as well, though we cannot guarantee their compliance.

How to Disable Cookies

Some cookies are required for our website to function, as outlined above, and disabling them may prevent you from using certain aspects of our sites. However, to protect your privacy, you may choose to change your browser settings to disable non-essential cookies. The “Help” feature on most browsers provides instructions on how to prevent your browser from allowing new cookies and how to disable cookies. Please also use the following links for more information on how to manage popular browsers:

- Google Chrome
- Safari
- Mozilla Firefox
- Microsoft Edge
- Internet Explorer

For more information regarding cookies, please see www.aboutcookies.org or www.allaboutcookies.org.

Sharing Personal Information

American Campus Communities, Inc. is not in the business of selling personal information; however, certain circumstances may require us to share your information.

Service Providers and Storage of Information: We use affiliates and third-party service providers to assist us in our business, and our websites may include functionality that allows certain kinds of interactions between our websites and a third-party website, platform, tool, application or other service, and access or display of third-party content via our websites (“Third Party Services”). These affiliates and third-party service providers collect personal information (such as eCommerce information) in connection with online payments, process payment transactions, facilitate communications, perform website analytics, utilize online targeted advertising and perform other services related to our business. Our affiliates may use your personal information for business planning purposes. Service providers are only permitted to use your information for their own purposes if that information is aggregated, statistical and de-identified, or if they have your consent.

Advertisers: We share our customer data and website usage information about our visitors and applicants with selected third-parties for the purpose of targeting Internet advertisements on our websites and other websites that display our advertisements. Read more about Exercising Choices Regarding Analytics and Advertising above.

Corporate restructuring: If American Campus Communities enters into a business transaction with another party that involves the sale, transfer, or merger of all or a part of our business or involves granting security over all or part of our business, American Campus Communities may disclose your personal information to the other party for the purposes of the business transaction.

Law enforcement of legal requests: We will disclose your personal information without your consent in response to a subpoena, warrant or order of a judicial or governmental authority with jurisdiction. We may also disclose your personal information in response to a lawful request from law enforcement officials or other governmental authorities or if we have reasonable grounds to believe that the information is relevant to a breach of contract or laws or in other cases where we are permitted to by law in connection with protecting our legal rights or those of others.

In matters involving a danger to personal or public safety, we may voluntarily provide information to appropriate government authorities.

Security

We are committed to online privacy and security. We have taken certain physical, administrative, and technical steps to safeguard your non-public personal information both during transmission and once it is in our possession. While our security measures are intended to protect your non-public personal information, the complete security of any transmission over the public internet cannot be guaranteed. As a result, we do not warrant the security of any electronically stored information or information you transmit to us over the Internet.

How Long do we Keep your Personal Information?

We keep your personal information for as long as necessary to fulfill the purposes outlined in this Privacy Policy, as may be required by law (e.g., for tax and accounting purposes), or as otherwise communicated to you. This is based on the nature of the data, why the data was collected and processed, and additional applicable legal retention requirements.

Your California Privacy Rights

We do not share your personal information with unaffiliated third parties for their own independent marketing purposes without your consent. California Residents may request the categories of personal information that we shared with third parties for the third parties’ direct marketing purposes during the previous calendar year, if any. Written requests may be sent to the following address:

American Campus Communities
ATTN: Privacy Officer
12700 Hill Country Blvd, Suite T-200
Austin, TX 78738

You must write “Your California Privacy Rights” at the top of your inquiry. We will respond to these requests within 30 days. Requests that come to ACC by other means may result in a delayed response.

How We Respond to Browser "Do Not Track" Signals

Some web browsers incorporate a "Do Not Track" feature that signals to websites you visit that you do not want to have your online activity tracked. California law requires that website operators disclose how they respond to a Do Not Track signal and whether other third parties may collect personally identifiable information about an individual’s online activities from their site or service. We currently do not respond to “Do Not Track” signals. As the technology and communication between browser and website improves, we may make changes to our policy. Please refer to the sections titled “Personal Information We Collect Directly” and “Personal Information We Collect Indirectly” for additional information.

EEA Data Subject Rights

Certain persons located in the EEA have the following rights, subject to certain exemptions, with respect to the personal information we hold:

- The right to request access to the personal data we hold;
- The right to request rectification of any inaccurate or incomplete personal data;
- The right to request the deletion or erasure of the personal data;
- The right to request that we restrict our processing of your personal data;
- The right to object to the processing of your personal data; and
- The right to request that your data be ported to another controller.

Additionally, when our processing is based on your consent, you may withdraw this consent at any time. If you wish to exercise any of your rights above, please contact our Privacy Officer at privacy@americancampus.com.

Our privacy team will review your request and respond as quickly as possible. If you are not satisfied with our answers to your questions, you also have the right to file a complaint with your supervisory authority.

Personal Information from Children

Because of the nature of our business, our services are not provided to minors. We will not ask minors, specifically children under the age of 13, to provide personal information.

Privacy Policy Questions/Concerns

If you have questions or concerns about your privacy or this Privacy Policy, please contact us at:

American Campus Communities
ATTN: Privacy Officer
12700 Hill Country Blvd, Suite T-200
Austin, TX 78738
P: 512.732.1000

You may also contact our Privacy Officer at privacy@americancampus.com.

Changes to this Privacy Policy

As our business changes, so will this privacy policy. If we make any material changes to this Privacy Policy, we will let you know by posting the updated policy on this page and updating the policy’s “Effective Date” above.


Charles Richardson (Aug 14, 2020 21:14 EDT)

Resident Signature

Date

Charles Richardson

Resident Printed Name

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) ACC OP (Gainesville IV) LLC (“Landlord”) and Charles Richardson (“Resident”), A COPY OF WHICH LEASE IS ATTACHED HERETO.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Subject to the terms and provisions hereof, modifications or amendments to the Lease or the Premises, or extensions or renewals of the Lease Term, or Apartment reassignment during the Lease Term or Renewal Term, shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, extensions, renewals or changes to the Lease or Renewal Agreements.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent Owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty. This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located.
5. **AUTHORIZED ENTITY CONSENT TO OUTREACH.** You hereby expressly authorize us, and our successors, assignees, 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 you using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text message at the telephone number(s) you provided for non-promotional, non-marketing purposes 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, including collection of amounts owed for said services. Examples of reasons Authorized Entities may contact you include, without limitation, the following: 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.

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 or mode that you provide to us or to any Authorized Entity 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, electronic mail 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 or mail 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. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

6.

MISCELLANEOUS. Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease, and if Guarantor is married, Guarantor hereby warrants that he/she has discussed this Guaranty with his/her spouse and the spouse has consented to such Guaranty, even if the spouse has not signed this Agreement.. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.
7.

ACKNOWLEDGEMENT. Guarantor represents that all information submitted on this Guaranty is true and complete. You authorize us to request and obtain consumer reports, verification of income and employment, rental history reports, and other credit reports on you. A facsimile by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as Guarantor, to sign the Lease itself or to be named in the Lease. The Guaranty does not have to be referred to in the Lease.

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AND THAT THEY ACKNOWLEDGE THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. 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. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST WRITTEN IN THE LEASE. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE IS VALID AND BINDING AS A RENEWAL OF BOTH THE LEASE AND THE GUARANTY.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

<u>GUARANTOR:</u>	
Maria Richardson	
<hr/> Guarantor Name	<hr/> Employer Name
<hr/> Home Address – Street Address	<hr/> Employer Address – Street Address
<hr/> Home Address – City, State, Zip	<hr/> Employer Address – City, State, Zip
<hr/> Cell Phone	<hr/>
<hr/> Other Phone	<hr/> Employer Phone
<hr/> E-Mail Address	<hr/> Social Security #
<hr/> Signature	<hr/> Date

COVID-19 DISCLOSURE ADDENDUM

Important: *Please read this COVID-19 Disclosure Addendum (this "Addendum") before signing. This Addendum pertains to the potential for exposure and infection from the Covid-19 Virus that may be present in or around the Apartment Community and personal injuries or property loss sustained by the Resident as the result of using the Facilities provided in the Apartment Community. This Addendum requires the Resident to take reasonable steps for protecting his or her safety and security, and it limits the liability of the apartment Owner and Manager or company under certain circumstances for injuries, property loss, and damages. Your signature below means that you read and understand this Addendum.*

1. Definitions. The term "Covid-19 Virus" refers to the widespread virus that resulted in a global pandemic and many federal, state, and local orders that declared a state of emergency and closed many businesses and facilities, directed sheltering in place.

As state and local health guidelines ("Guidelines") are issued which permit businesses to reopen to perform basic operations under certain specified conditions, Resident, Occupants, and Guests (if applicable) understand and agree to follow such Guidelines when accessing, entering, or using common areas, Facilities, amenities, and all places within the Apartment Community outside the Resident's Apartment.

"Facilities" includes, but is not limited to, all parts of the Apartment Community that may be used by the Resident, Occupants, Guests, Visitors, and Invitees and includes, but is not limited to, the business office, clubhouse, business center, fitness center, tennis courts, pool, spa, sauna, steam room, bathrooms, walking trails, grilling and picnic areas, play and recreation areas, dog park, car wash stations, tv and media rooms, and entertainment areas. The term also includes any equipment for use in the area, including but not limited to, exercise and fitness equipment, and tv remote controls.

2. No Representations, Guaranties, Covenants, or Warranties. Resident acknowledges and agrees that neither the Owner nor Manager have made any verbal or written representations, guaranties, covenants, or warranties, either express or implied, that: the Apartment Community or its entrances, exits, common areas, apartments, or any portion are safe or free from the Covid-19 Virus; or measures adopted or followed to meet governing health Guidelines when performing basic operations is, has been, or will be provided to or for Resident that will prevent the Covid-19 Virus from occurring in or around the Apartment Community.

Neither the Owner nor Manager market, advertise, or make representations that the Resident or Occupants, Guests, Visitors, and Invitees will be safe or free from the Covid-19 Virus while they are using, in, near, at, leaving, or entering any portion of the Apartment Community.

Although the Owner and Manager will follow the state and local Guidelines to reduce exposure to the Covid-19 Virus, Resident agrees and understands such steps will not prevent exposure to the Covid-19 Virus. Exposure can occur from association to other Residents, Occupants, and Guests regardless of steps taken to comply with Guidelines issued by the federal, state or local government.

3. Reopening Protocols Do Not Assure Prevention of the Covid-19 Virus. Resident acknowledges and agrees that the existence, presence, use, and adherence to the Guidelines for minimum basic operation requirements does not constitute an implied warranty or representation from the Owner or Manager that the Resident will be safe or protected from the Covid-19 Virus or that following such procedures will prevent the Resident, Occupants, and Guests from contracting Covid-19 Virus in the Apartment or around or near the Apartment Community. It is Resident's responsibility to exercise due care and caution for his or her own safety at all times when using the Facilities 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 Covid-19 Virus.

4. Duty to Exercise Due Care for Resident's Own Safety. Resident acknowledges and agrees that he or she has a duty at all times to exercise due care to protect and provide for his or her own safety and property from the existence of Covid-19 Virus and acts of others who may be contagious with Covid-19 Virus. Resident understands and agrees that the Owner or Manager cannot and do not know who has and does not have the Covid-19 Virus.

Resident acknowledges and agrees that in the event Resident's family, Occupants, Guests, Visitors, and Invitees have the Covid-19 Virus, exhibit Covid-19 symptoms, a fever, or have influenza like symptoms they will refrain from using any Facilities in the Apartment Community, quarantine, and seek and follow appropriate guidance from your local health care officials to prevent spread of the virus.

5. Limitation of Owner's and Manager's Liability: Neither Owner Nor Manager Shall Have Liability to Resident for Damage or Injury Sustained Due to the Improper Acts of Others Who Fail to Follow Local, State and Federal Guidelines or Use the Facilities While Contagious with the Virus. Resident expressly waives and releases Owner or Manager from any liability or any negligence claim based on alleged acts of other Residents, Occupants, Guests, Visitors, or Invitees 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 Covid-19 Virus from being in the Apartment or in the common areas of the Apartment Community.

6. Owner and Manager Are Not Required to Provide Notices of Covid-19 Virus in 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 Covid-19 Virus in or around the Apartment Community other than a notice required to be posted under the Guidelines which specify or may specify posting of a notice at certain Facilities in the Apartment Community; Owner's or Manager's decision to provide an additional or voluntary advisory or notice of Covid-19 Virus 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 the Covid-19 Virus that occur at the Apartment Community nor to continue giving such notices in the future.


Charles Richardson (Aug 14, 2020 21:14 EDT)

Resident Signature

08/08/2020

Date

Charles Richardson

Resident Printed Name

Landlord

RENTAL REQUIREMENTS AND QUALIFICATIONS

A Housing Application must be submitted by each person 18 years of age or older who will be occupying the rental unit. To obtain residency in the community, each Applicant must meet the following Rental Requirements and Qualifications. “Applicant” is defined as the person who will be signing the Lease Agreement as the “Resident.” “Guarantor” in these criteria is defined as the person who will sign the Guaranty Agreement.

The following constitute current Rental Requirements and Qualifications. Nothing contained in these requirements shall constitute a guarantee or representation that all Residents currently residing in the community, including the roommates that will occupy the rental unit with any Resident, have met these requirements. There may be Residents or occupants who have applied to reside in the community prior to the stated requirements taking effect. We are not responsible and assume no duty for obtaining criminal history checks on any Residents, occupants, guests, or contractors in the community.

To reserve your rental unit, you must also sign a Lease Agreement. The Lease Agreement is a binding contract between you and Landlord. Your Lease Agreement will not be executed by Landlord until all qualifications are met, your criminal history is verified, and your Housing Application is approved. If your Housing Application is denied, the Lease Agreement will not be executed by Landlord and you will forfeit all non-refundable fees paid at the time of application. **Only deposits will be refunded on denied applications.**

You acknowledge that you have full understanding that the Lease Agreement is only binding once your Housing Application has been approved and executed by Landlord. There is no stated or implied guarantee of housing until your Lease Agreement has been executed by Landlord.

IDENTIFICATION REQUIREMENTS

Applicants and Guarantors must present a valid government issued photo identification card and a valid Social Security number. Applicants and Guarantors who are citizens of another country must provide the following: (1) a passport, (2) the document that entitles the Applicant to be in the United States through the term of the lease, such as a visa, work authorization, or an I-20 verifying student status and proof of enrollment.

INCOME 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, 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.

CRIMINAL HISTORY

Criminal history which indicates that an Applicant’s tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of Landlord or others, may result in denial of the Housing Application. Such criminal history may include, but is not limited to, felony conviction, serving felony-deferred adjudication, sexual assault or other sex related crimes, drug violations, the sale or manufacture of illegal drugs, certain property crimes such as arson, crimes against persons, burglary or theft.

OCCUPANCY GUIDELINES

Maximum occupancy is established at one (1) person per bedroom for all persons not of a familial status. Familial occupancy is not to exceed two (2) persons per bedroom.

American Campus Communities adheres to the Fair Housing Law (Title VIII) of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988 which stipulate that it is illegal to discriminate against any person in housing practices because of race, color, religion, sex, national origin, disability, familial status or any other class protected by law.

I have read and understand the Rental Requirements and Qualifications above and agree to all terms. Management is authorized to verify my criminal history and all other information submitted for the purpose of the Housing Application.


Charles Richardson (Aug 14, 2020 21:14 EDT)

Signature of Applicant

Date

Charles Richardson

Printed Applicant Name

Screening Services provided by: Resident Check 28925 Fountain Parkway Solon, OH 44139 1-800-321-8770

Roommate Matching Profile

Last Name: Richardson	First Name: Charles
Current Local Address: 14160 Wellington Trace, , Wellington, Florida 33414	
Cell Phone: 5616603885	Email: charlesrichardsonusa@gmail.com
Gender: Male	Age: 19
Facebook Profile: https://www.facebook.com/cl	Date of Birth: 5/1/2001
Do you smoke? No	Instagram Handle: catchingcharles
Do you mind if your roommate smokes? Yes	If you smoke, will you only smoke outside? No
	Do you mind if your roommate smokes only outside? Yes

Please rate yourself in each of the following categories:

1. Study Habits (1 being Light, 10 being Serious): 9
2. Neatness (1 being Messy, 10 being Neat): 9
3. Personality (1 being Quiet, 10 being Outgoing): 9
4. I am usually (1 being Studious, 10 being Social): 6
5. Sleeping Habits (1 being Early Riser, 10 being Stay Up Late): 4

What will your enrollment status be as of Fall 2020? Freshman

University/College: Major: Computer Science

What extracurricular activities are you involved in (sorority/fraternity, sports, etc.)?

Minor in Innovation Academy, ROTC, Triathlon team, STEM Clubs

Describe your hobbies, TV habits, personality, interests, etc:

Bike riding, creating new things, hanging out with girlfriend

What characteristics do you look for in a roommate/apartment mate?

Open minded, creative, dedicated,

If you have an apartment location preference within the community, please list your choices below in order of importance from first to last.

I prefer a mid level floor, facing

Roommate Requests

If you have already chosen your roommates, please indicate their name below. All roommate choices must be mutual in order to be placed together. If you do not have a full apartment group, you will be matched with roommates based off of your Roommate Matching Profile. Unfortunately, roommate requests cannot be guaranteed.

1. Name, phone number and email address: Matthew Ross (this the person who offered the sublease, not someone I am requesting to room)
2. Name, phone number and email address:
3. Name, phone number and email address:
4. Name, phone number and email address:

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 Manager from any and all claims related to the roommate assignment process and/or the conduct of any roommates assigned to your apartment.

I understand that the information on this Roommate Matching Profile will be used for making roommate assignments and that Manager can in no way guarantee roommate compatibility. Manager will not make room assignments based on Race, Color, Religion, National Origin, Disability, Gender, Familial Status or Sexual Orientation in accordance with the Fair Housing Act. I authorize for this information to be provided to potential roommates for the purpose of coordinating the roommate matching and move-in process.


Signature/Date