



STUDENT HOUSING LEASE CONTRACT



This is a binding document. Read carefully before signing.

General Lease Provisions

1. **PARTIES.** This Lease Contract ("Lease Contract" or "Lease") is between you, the resident:
Anton Yang

("resident," "Resident," "residents," or "Residents") and us, the owner:
BVSHSSF Columbia, LLC

(name of apartment community or title holder).

2. **APARTMENT.** You are renting:
☐ Apartment No. TBD,
☐ Bedroom No. _____, or
☒ Floor Plan 2B

at 1205 University Ave #1000

(street address) in Columbia
(city), Missouri, 65201 (zip code) (the "Premises" or "apartment") for use as a private residence only.

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

2.1. **Use and Occupancy.** Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. **Access Devices.** In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:
FOB for building access

3. **TERM.** The term of the Lease Contract begins on the 15th day of August, 2025 (year), and ends at noon the 31st day of July, 2026 (year).
This Lease does not automatically renew.

3.1. **Holdover.** Should you fail to move out upon the termination of your tenancy, ("Holdover Period"), we shall have the right to file action against you seeking immediate recovery of the possession of the Premises and shall be entitled to recover from you during the Holdover Period an amount of rent equal to two (2) times the amount of the monthly rent stated in this Lease Contract or our actual damages, whichever is greater. You agree to be bound by all terms and conditions of this Lease Contract during any Holdover Period.

4. **RENT AND CHARGES.** Your rent for the term is \$ 7068.00. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 589.00 each month of the term. All payment obligations of the resident made at fixed intervals under this Lease Contract shall be considered rent. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Unless otherwise prohibited by law cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be delinquent and we may pursue any and all remedies under this Lease Contract, at law or in equity.

4.1. **Payments.** You will pay your rent:
☒ at the onsite manager's office
☒ through our online payment site
☐ at _____

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

4.2. **Application of Money Received.** At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose.

4.3. **Utilities and Services.** We'll pay for the following if checked:
☒ gas ☒ water ☒ wastewater
☒ electricity ☒ trash/recycling ☐ cable/satellite
☐ Internet ☐ stormwater/drainage ☐ government fees
☐ other _____

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your lease term.

4.4. **Energy and Water Use Reporting.** To the extent you possess information or data regarding your utility, water or energy use or are capable of getting such information or data, you agree to furnish said information or data to us upon our request or, upon our request, you shall execute any authorization required by us or the applicable utility, water or energy provider in order for said utility, water or energy provider to release said information or data to us. You hereby authorize us to receive and gather any and all information and data regarding your energy and water use from any and all energy and water providers, or other utility

¹ Anton Yang ³¹ Chris Randolph

providers ("Utility Provider"). Said information may include your energy and water use and financial information related to your account, including the amounts billed by said Utility Provider and the amounts paid by you. You hereby authorize the Utility Provider to release said information and data to us and authorize us to disclose said information and data to any third-party requesting said information, including, but not limited to any governmental agency.

You understand that by releasing this information to a third-party, you are waiving any privacy rights you may have to keep this information away from third-parties, and to the extent permitted by law, you hereby release us and our employees, agents, officers, directors, members, shareholders, partners, managers, and contractors and Utility Provider from all claims and liability for disclosing this information and you agree to indemnify and hold us, our employees, agents, officers, directors, members, shareholders, partners, managers, and contractors harmless from any and all claims or lawsuits in any way related to the receipt and/or disclosure of said data or information.

4.5. Late Charges. If you don't pay rent in full by 11:59 p.m. on the 5th day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent: ☐ _____ % of your installment amount as stated in this Lease or ☒ \$ 30.00.

You'll also pay a charge of \$ 25.00 for each returned check or rejected electronic payment, plus a late charge.

4.6. Ad Valorem Taxes/Fees and Charges - Additional Rent. Unless otherwise prohibited by law, if, during the term of this Lease Contract, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as additional rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as additional rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. These charges can, as examples, include: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

4.7. Lease Changes. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

5. SECURITY DEPOSIT. Your security deposit is \$ 589.00, due on or before the date this Lease Contract is signed. Any animal deposit will be stated in an animal addendum.

5.1. Refunds and Security Deposit. *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. In accordance with Missouri law, within thirty (30) days after the date of termination of tenancy, we shall mail to your last known address (A) the return of the full amount of the security deposit, **or** (B) a written itemized list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

We may deduct from your security deposit any and all charges that are permitted to be deducted pursuant to §535.300 RSMo. Further, you'll be liable for any charges set forth below in this paragraph and for any damages to the Premises and the apartment community caused by you, your invitees, your occupants, or their invitees, including, but not limited to the following: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by your tenancy at the Premises, your use of the Premises, your occupant's use of the Premise, or your invitee's use

of the Premises, or negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke detector and carbon monoxide detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; plus attorney's fees, court costs, and filing fees actually paid; and any other sums due under this Lease Contract.

You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; (B) accelerated rent if you have violated Paragraph 25 (Default by Resident); **and** (C) a reletting fee if you have violated Paragraph 9 (Early Move-Out; Reletting Charge). ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

6. GUESTS. "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the apartment, as if such conduct were your own. Unless otherwise stated in this Lease Contract or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

6.1. Exclusion of Persons. We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

7. CARE OF APARTMENT / COMMON AREAS AND DAMAGES. Within seven (7) days after being notified of any damage to the Premises or the apartment community you must reimburse us for the costs to repair or replace and damage to the Premises or apartment community, including, but not limited to any loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, reckless, or intentional conduct by you, your guests, your occupants, or any of your occupant's invitees.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and/or damage to the following that result from you or your invitees, guests, or occupants' acts or omissions (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; and (D) damage to the Premises or apartment community caused by or related to your use or occupancy of the Premises or apartment community. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

UNLESS DUE TO OUR WILLFUL MISCONDUCT OR WANTON ACTS OR OMISSIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IT IS UNDERSTOOD AND AGREED THAT OWNER, AND OWNER PARTIES (DEFINED BELOW), SHALL NOT BE LIABLE TO RESIDENT OR ANY OF RESIDENT'S GUESTS, OCCUPANTS OR VISITORS FOR ANY PERSONAL INJURY OR FOR ANY DAMAGE

TO OR ANY LOSS OF PERSONAL PROPERTY IN OR AROUND THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE SURROUNDING COMMON AREA AT WHICH THE PREMISES IS LOCATED REGARDLESS OF THE CAUSE OF INJURY, LOSS OR DAMAGE. UNLESS DUE TO OUR WILLFUL MISCONDUCT OR WANTON ACTS OR OMISSIONS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RESIDENT, FOR HIM OR HERSELF AND HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASES, RELINQUISHES, EXONERATES AND DISCHARGES AND AGREES TO INDEMNIFY, PROTECT AND SAVE HARMLESS OWNER, ITS OFFICERS, ITS DIRECTORS, ITS MANAGERS, ITS AGENTS, ITS AFFILIATES, ITS MEMBERS, SHAREHOLDERS, PARTNERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY "OWNER PARTIES"), FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO ANY CLAIM OF NEGLIGENCE), DEMANDS, LAWSUITS, CAUSES OF ACTION, COSTS (INCLUDING REASONABLE ATTORNEY FEES), AND LIABILITY FOR ANY INJURY TO ANY PERSON, INCLUDING DEATH OF A PERSON (WHETHER THEY BE A THIRD PERSON, EMPLOYEES OF THE PARTIES HERETO OR THE PARTIES THEMSELVES) AND FOR ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER SAID LOSS OCCURS TO ANY PARTIES HERETO OR TO THIRD PERSONS) CAUSED BY, GROWING OUT OF, OR HAPPENING IN CONNECTION WITH RESIDENT'S, RESIDENT'S OCCUPANT(S)' OR RESIDENT'S INVITEE(S)' USE AND/OR OCCUPANCY OF THE PREMISES, APARTMENT COMMUNITY, FIXTURES, EQUIPMENT, APPLIANCES, FACILITIES, IMPROVEMENTS, OR COMMON AREAS LOCATED THEREON, OR BY REASON OF ANY LIKE OR DIFFERENT CASUALTY THAN THOSE REFERENCED HEREIN.

LIMITATION OF DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, TO THE EXTENT PERMITTED BY LAW, IF OWNER OR OWNER PARTIES ARE FOUND OR HELD LIABLE TO RESIDENT FOR ANY REASON WHATSOEVER, RESIDENT AGREES THAT THE TOTAL MONETARY DAMAGE AMOUNT RECOVERABLE BY RESIDENT WILL IN NO INSTANCE EXCEED THE TOTAL AMOUNT OF RENT RESIDENT PAID OWNER DURING RESIDENT'S TENANCY AT THE PREMISES.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. **INSURANCE.** *We do not maintain insurance to cover your personal property or personal injury. You shall not be considered an insured under any of our insurance policies.*

8.1. **Renter's Insurance Requirement**

You are:

- ☐ required to buy and maintain renter's insurance; **or**
☒ not required to buy renter's insurance.

8.2. **Personal Liability Insurance Requirement**

You are:

- ☐ required to purchase and maintain personal liability insurance; **or**
☒ not required to buy personal liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

8.3. If you are required to purchase any of the insurance set forth in paragraphs 8.1 or 8.2 and fail to purchase said insurance, we reserve the right to purchase said insurance for you and you shall be liable to us for the cost of said insurance and you agree to immediately reimburse us for the cost of said insurance.

9. **EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ 589.00 (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your default; **or** (D) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

9.1. **Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

10. **SECURITY AND SAFETY DEVICES.**

10.1. **Smoke and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute. We may install additional detectors not so required. **We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.**

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.**

10.2. **Duty to Report.** You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors or the carbon monoxide detectors.

11. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, (pursuant to your right to terminate pursuant to this paragraph), you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give you written notice after the initial term as set forth in Paragraph 3 (Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice before the initial term as set forth in Paragraph 3 (Term) and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

12. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our apartment community. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

- 12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using common areas or participating in any event sponsored by us.

12.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community you, your occupant(s), or guest(s) may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

(a) the use of patios, balconies, and porches;

(b) the conduct of furniture movers and delivery persons;
and

(c) recreational activities in common areas.

12.3. Notice of Convictions and Registration. You agree to notify us if you or any occupants are arrested for or convicted of (A) any felony, *or* (B) any misdemeanor involving a controlled substance, violence to another person, destruction to property, or any crime involving sexual misconduct.

12.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease Contract. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

13. PROHIBITED CONDUCT. You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

(a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;

(b) behaving in a loud or obnoxious manner;

(c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;

(d) disrupting our business operations;

(e) storing anything in closets having gas appliances;

(f) tampering with utilities or telecommunications;

(g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; *or*

(i) heating the apartment with a gas-operated cooking stove or oven.

If you violate any term or condition under this paragraph, we shall be entitled to immediately terminate this Lease Contract and/or your right of occupancy of the Premises.

14. PARKING. We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

(a) has a flat tire or other condition rendering it inoperable;

(b) is on jacks, blocks or has wheel(s) missing;

(c) has no current license plate or no current registration and/or inspection sticker;

(d) takes up more than one parking space;

(e) belongs to a resident or occupant who has surrendered or abandoned the apartment;

(f) is parked in a marked handicap space without the legally required handicap insignia;

(g) is parked in space marked for manager, staff, or guest at the office;

(h) blocks another vehicle from exiting;

(i) is parked in a fire lane or designated “no parking” area;

(j) is parked in a space marked or designated for other resident(s) or apartment(s);

(k) is parked on the grass, sidewalk, or patio;

(l) blocks garbage trucks from access to a dumpster;

(m) belongs to a resident and is parked in a visitor or retail parking space; *or*

(n) is parked in any area in the apartment community that is not designated for resident parking.

15. RELEASE OF RESIDENT. Unless allowed by this Lease Contract, federal or state law, you won’t be released from this Lease Contract for any reason. Your Lease obligations inure to the benefit of your heirs, successors, and assigns (if said assignment is permitted hereunder by Owner); however, your right to possession terminates upon your death. If your tenancy or Lease contract is terminated due to your breach or default of this Lease Contract, you are still liable for your obligations under this Lease Contract, including, but not limited to your obligation to pay rent and other charges due under the Lease Contract.

16. MILITARY PERSONNEL CLAUSE. You agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

17. RESIDENT SAFETY AND LOSS. *To the extent permitted by law, we are not liable to you, other residents at your apartment, your occupants, your guests, your occupant(s)’s guests, to any other residents in your apartment for any damage, injury or loss to person or property caused by persons, including but not limited to any liability arising from any theft, burglary, assault, vandalism or other crimes.* To the extent permitted by law, We are not liable to you, other residents at your apartment, your guests, your occupants, or your occupant(s)’s guests for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our willful misconduct or wanton acts or omissions. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your or your occupant(s)’ or guests(s)’ failure to properly maintain the heat in your apartment, you’ll be liable for any and all damage to our and others’ property resulting from your or your occupant(s)’ or guests(s)’ failure to maintain sufficient heat in the Premises. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify and hold us and our employees, agents, officers, directors, members, shareholders, partners, managers, and contractors harmless from all liability for these services.
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You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

18. CONDITION OF THE PREMISES AND ALTERATIONS.

18.1. As-Is. We disclaim all implied warranties. YOU ACCEPT THE APARTMENT, FIXTURES, AND FURNITURE “AS IS,” EXCEPT FOR CONDITIONS MATERIALLY AFFECTING THE HEALTH OR SAFETY OF ORDINARY PERSONS. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES (if applicable). You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

18.2. Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

19.1. Written Requests Required. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or like emergency). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

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

19.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work or for any other reason Owner believes is necessary. If utilities

malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

19.4. Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

19.5. Our Right to Terminate for Casualty Loss/Property Closure. If we believe that any damage, including, but not limited to any fire or catastrophic damage is substantial, or that performance of needed maintenance or repairs poses a danger to you and will necessitate you vacating your apartment in excess of sixty (60) days, we may terminate your tenancy or Lease Contract by giving you written notice. We also have the right to terminate this Lease during the lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy or Lease Contract is so terminated, we'll prorate your rent on the month you move out so that you are only charged rent for that month until the Lease Contract or tenancy terminate date (so long as you move out of the apartment) and we'll refund said prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

Subject to applicable law, if there is damage or needed maintenance or repair to your apartment or to the apartment community that is not caused by you (and/or your guests), your occupants (and/or their guests), or your invitees, that we do not believe requires us to terminate your Lease Contract or tenancy, but we believe necessitates you temporarily vacating your apartment for sixty (60) days or less, we may, at our option and at our cost, move you to a hotel or an apartment at our apartment community or elsewhere that is similar to your apartment; however, if said damage is caused by you, your occupants, guests, your occupant(s)' guests or your invitees, as described in this paragraph, we still may move you, however, it shall be at your cost.

20. ANIMALS.

20.1. No Animals Without Consent. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

20.2. Removal of Unauthorized Animal. We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our willful misconduct or wanton acts or omissions. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

20.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract or at law or in equity. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing.

- 21. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (b) below may peacefully enter the apartment at reasonable times for the purposes listed in (b) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:
- (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; **and**
 - (b) entry is for: responding to your request; making repairs or replacements; inspecting the Premises; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke detector and carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foods if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

Kansas City Properties: Notwithstanding what is otherwise set forth above, if the Premises is located in the City of Kansas City, Missouri the paragraph set forth above shall not apply and the following paragraph is substituted for the one set forth above.

We may enter the Premises at any time with your consent or during reasonable hours after giving you notice of the entry into the Premises, which shall be at least 24 hours in advance of said entry, and after we have attempted to coordinate with you to schedule a mutually acceptable time for said entry into the Premises. Our notice will specify the date and time of the intended entry, the identity of the person or person to enter the Premises, and the reason for the entry of the Premises. We may enter the Premises for the following reasons: in order to inspect the Premises, to make any necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed upon services, or exhibit the Premises to prospective or actual purchasers, mortgagees, residents, workers or contractors; except that we may enter the Premises without notice to you in the case of an extreme hazard involving the potential loss of life, property damage, ongoing criminal activity or in the case of your abandonment as determined by Missouri law. Any notice to be given to the resident(s) pursuant to this paragraph shall be deemed properly served to the resident(s) if it is hand delivered to the resident(s) or is mailed by first class mail to the resident(s).

22. NOTICES. Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents except your notice of tenancy termination or intent to move out must be signed by you. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS. *Prior written consent required. Replacing a resident, subletting your apartment, or assignment of your Lease, apartment, or tenancy is not permitted and may only be permitted with our express written consent.*

- 23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:
- (a) be in compliance with all terms of this Lease;
 - (b) execute a new lease or other agreement for the space to which you are transferring;
 - (c) complete all required forms;
 - (d) pay a new security deposit in advance if required; **and**
 - (e) pay transfer fee of \$ 150.00 in advance if you are moving from one apartment to another or \$ 0.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

23.2. Relocation. We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

- 23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, or assignment, then:
- (a) a reletting charge *will not* be due;
 - (b) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; **and**
 - (c) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

23.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

Owner's Rights and Remedies

- 24. OUR RESPONSIBILITIES.** We'll act with customary diligence to:
- (a) keep common areas reasonably clean, subject to Paragraph 18 (Condition of the Premises and Alterations);
 - (b) maintain fixtures, hot water, heating and air-conditioning equipment;
 - (c) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; **and**
 - (d) make all reasonable repairs, subject to your obligation to pay for damages and items for which you are liable.

25. DEFAULT BY RESIDENT.

25.1. Acts of Default. You'll be in default if you or any guest or occupant violates any term(s) or obligation(s) in this Lease Contract including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;

(C) you abandon the apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for misdemeanor or (1) felony offense involving actual or physical harm to a person, or sexual misconduct, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment or on your person; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; **or** (H) you allow a co-resident or occupant who has been evicted to stay in your bedroom or the apartment.

25.2. Eviction. If you default for non-payment of rent or for reasons other than non-payment of rent we may end your Lease Contract or your right of occupancy of the Premises by giving you the applicable written notice of default and/or written notice to vacate consistent with applicable law.

⁶ Anton Yang ³⁶ Chris Randolph

Notice may be by (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the apartment to any occupant at least 18 years old; **or** (E) affixing notice to the apartment's main entry door.

You agree that such notice shall constitute sufficient notice to terminate this Lease Contract and/or your right of occupancy of the Premises for us to initiate an unlawful detainer action. Resident hereby waives all other common law or statutory notices. In addition, if you default for non-payment of rent, we may pursue all rights and remedies available to us under Chapter 535 of the Missouri Revised Statutes or other applicable law, including filing a lawsuit seeking rent and possession of the Premises. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate and/or notice of default and/or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

25.3. Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; **and** (B) you've not paid all rent for the entire Lease Contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Upon default by resident, we may accelerate all of your payment obligations to us, including, but not limited to your rent payment obligation and declare the same immediately due and payable. Acceleration is subject to our mitigation obligations as set forth in the Lease Contract and described below.

25.4. Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions in this Lease Contract, in addition to other sums due. Upon your default, we reserve the right to pursue any, some, or all remedies at law, in equity, or pursuant to the Lease Contract, including, but not limited to, termination of your Lease Contract and/or tenancy. You agree to pay our reasonable costs and attorney fees if you default on this Lease Contract and we hire a lawyer to enforce this Lease Contract as a result of your default. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

25.5. Mitigation of Damages. If you move out early, you'll be subject to Paragraph 9 (Early Move-Out; Reletting Charge) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

25.6. Default by Other Residents. If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

25.7. Lease Renewal When A Breach or Default Has Occurred. In the event that You enter into a subsequent Lease Contract with the Owner (or this Lease Contract is a subsequent Lease Contract) prior to the expiration of this Lease Contract and You breach or otherwise commit a default under this Lease Contract, We may, at Our sole and absolute discretion, terminate the subsequent Lease Contract (or this Lease Contract if this is a said subsequent Lease Contract by sending You written notice of Our subsequent Lease Contract), even if the subsequent Lease Contract term has yet to commence. We may terminate desire to terminate said subsequent Lease Contract.

Any offer made by Owner, or its agent(s) to enter into a new Lease Contract or renewal Lease Contract with the Resident is specifically contingent upon the Resident's account with Owner being in good standing and not in default. In the event Resident is in default, monetary or otherwise, any renewal offers made to Resident shall be deemed revoked and Resident shall vacate the Premises at the end of the Lease Term (or prior to the end of the Lease term if required by Owner or any applicable law) without further notice or action of Owner.

- 26. OTHER IMPORTANT PROVISIONS.**
- 26.1. Representatives' Authority; Waivers; Notice.**
Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.
- Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.
- Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.
- 26.2. Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements.
- 26.3. Waiver of Jury Trial. To minimize legal expenses and, to the extent allowed by law, you and we hereby knowingly waive any and all rights you and we may have to a jury trial and you and we agree that a trial on any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.**
- 26.4. Miscellaneous.**
- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
 - (b) All remedies are cumulative.
 - (c) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - (d) This Lease Contract binds subsequent owners.
 - (e) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
 - (f) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
 - (g) This Lease Contract is subordinate or superior to existing and future recorded mortgages or deeds of trusts, upon the Premises, at lender's option.
 - (h) All Lease Contract obligations must be performed in the county where the apartment is located.
 - (i) Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents.
 - (j) Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.
 - (k) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
 - (l) Owner shall be entitled to assign this Lease Contract at any time without the consent of Resident.
 - (m) We may deny access to the Premises or to any or all of the apartment community to any Resident or occupant who is under court order prohibiting them

from entering or otherwise accessing the Premise or apartment community.

- (n) The term “including” in this Lease should be interpreted to mean “including but not limited to.”
- (o) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.
- (p) The terms “you” and “your” refer to the resident(s) listed above, and a person authorized to act on behalf of a resident in the event of that resident’s death or incapacity. The term “co-resident” refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us. The terms “we,” “us,” and “our” refers to the owner listed above and not to property managers or anyone else. The term “apartment community” refers to the apartment complex where the Premises is situated.

26.5. Rooming House. In no event shall the Apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days’ notice.

26.6. Force Majeure and Other Items. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other

occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate and/or terminate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity and unenforceability only without invalidating or otherwise affecting the remainder of the Lease Contract. Except specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. Should either Party file a lawsuit arising out of this Lease Contract said lawsuit shall be exclusively filed and heard in state court located in the county where the apartment community is located. This Lease Contract shall be governed by the laws of the state of Missouri.

This Lease Contract binds subsequent owners for the future obligations of said owners but not for past acts or omissions of prior owners, which are hereby released by Resident, unless the prior owners agree otherwise.

End of the Lease

27. MOVE-OUT PROCEDURES. The move-out date can’t be changed unless we and you both agree in writing. You won’t move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Paragraphs 9 (Early Move-Out; Reletting Charge) and 25 (Default by Resident). You’re prohibited by law from applying any security deposit to rent. You won’t stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate and surrender (or abandon) the bedroom and apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident’s forwarding address.

27.1. Cleaning. Prior to moving out, you must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don’t clean adequately, you’ll be liable for reasonable cleaning charges. If you damage the carpet and it does not need to be replaced and can be cleaned, you will be responsible for actual cost(s) of the carpet cleaning where the damage to the carpet exceeds ordinary wear and tear to the carpet and this amount may be withheld from the security deposit. Within thirty (30) days of the end of the tenancy, the Owner shall provide the resident a receipt for the actual carpet cleaning costs—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

27.2. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the Premises following the termination of tenancy.

28. SURRENDER AND ABANDONMENT. You have *surrendered* the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; *or* (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

Your surrender of the apartment shall not release you from any liability or obligation under this Lease Contract.

The Premises will be deemed *abandoned* if we comply with the requirements of §441.065 RSMo.

28.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove and dispose of any property left in the premise in compliance with Missouri law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment. It is expressly agreed and understood that your abandonment or surrender of the bedroom and apartment shall not limit, release, or relieve you from any liabilities and/or obligations you have pursuant to this Lease.

28.2. Removal After Abandonment. We or law officers may remove, store, or dispose of all remaining property in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you abandon the bedroom and apartment (see definitions in Paragraph 28 (Surrender and Abandonment)). For this purpose, “apartment” excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. Any property of yours remaining in or on the Premises after you abandon the Premises may be removed or disposed of without liability and you hereby release the Owner Parties (as defined in Paragraph 7 (Care of Apartment/Common Areas and Damages) herein) from any and all claims, damages, losses, and liabilities arising out of or related to our (or our agent’s) removal and/or disposal of said property after you abandon the Premises.

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| General Provisions and Signatures |
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- See Additional Special Provisions



COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM



This addendum is incorporated into the Lease Contract (the "Lease") identified below, is made part of said Lease, and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: BVSHSSF Columbia, LLC

Resident(s): Anton Yang

Unit No./Address: #TBD, 1205 University Ave #1000, Columbia, MO 65201

Lease Date: 12/17/2024

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.
Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the apartment community is a privilege and license granted by Owner, 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, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. To the extent permitted by law, Owner and Management may make changes to the Rules for use of any Amenity at any time. The term "apartment community" shall sometimes be referred to in this Addendum as "Community." The term "Management" shall mean any person or entity that is managing the Community.

Additionally, Resident(s) 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 amenities at the apartment community. Unless due to our own wanton and willful acts or omissions, resident(s) agrees to hold Owner harmless and release and waive any and all claims (including, but not limited to claims of negligence), allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner 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.

You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. To the extent permitted by law, any rules are considered part of this Lease Contract. We may make reasonable, non-substantive changes to written rules, effective immediately, if distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of the Lease Contract.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH UNLESS SAID CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES ARE CAUSED BY THE WILLFUL OR WANTON ACTS OR OMISSIONS OF OWNER. The term "Owner," as used in this paragraph, shall include the Management, officers, directors, partners, managers, members, shareholders, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

- II. POOL.** This Community ☐ DOES; ☒ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
 - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
 - For their safety, Residents should not swim alone.
 - Pool hours are posted at the pool.
 - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
 - Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
 - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
 - Resident(s) must accompany their guests.
 - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER.** This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
 - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.

¹⁰ Anton Yang ⁴⁰ Chris Randolph

- Resident(s) will keep Fitness Center locked at all times during Resident’s visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
(2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community ☒ **DOES;** ☐ **DOES NOT** accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

V. BUSINESS CENTER. This Community ☒ **DOES;** ☐ **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs, or any other information lost or damaged on Business Center computers or in the Business Center for any reason and Resident hereby fully releases Owner, its officers, its agents, employees, successors or assigns for any and all claims arising from the same. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 60 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES. The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner’s expense after a 1 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner’s expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management’s permission (in Management’s sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

VII. FIRE HAZARDS. In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

VIII. EXTERMINATING. Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents’ dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents’ Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner’s instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents’ dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean the Premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner’s cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

¹¹ Anton Yang ⁴¹ Chris Randolph

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

Grills or any other outdoor cooking or open flame devices are prohibited unless
provided by the community in common areas. The fine for a grill on a patio/balcony is a
minimum of \$100.00. If Resident activates the fire sprinkler system without the danger
of fire present, Resident will be responsible for all damages caused by the activation.
Anyone found to falsely pull a fire alarm will be subject to criminal charges, a
minimum fine of \$300.00, and/or a default of the Contract.

I have read, understand and agree to comply with the preceding provisions.

| | |
|-------------------------------|---------------|
| _____ Resident | _____ Date |
| _____ Resident | _____ Date |
| _____ Resident | _____ Date |
| _____ Owner Representative | |

| | |
|-------------------|---------------|
| _____ Resident | _____ Date |
| _____ Resident | _____ Date |
| _____ Resident | _____ Date |
| _____ Date | |



^{1,2} Anton Yang ^{4,2} Chris Randolph

- 1) (Other) _____ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
 - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: _____
 - ☐ If flat rate is selected, the current flat rate is \$ _____ per month.
 - ☐ 3rd party billing company if applicable _____

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
 - "2" - Calculation of your total water use based on sub-metering of hot water
 - "3" - Calculation of your total water use based on sub-metering of cold water
 - "4" - Flat rate per month
 - "5" - Allocation based on the number of persons residing in your dwelling unit
 - "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
 - "7" - Allocation based on square footage of your dwelling unit
 - "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
 - "9" - Allocation based on the number of bedrooms in your dwelling unit
 - "10" - Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the apartment has no sub-meter. The formula may be based on factors such as, the interior square footage of the apartment, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. 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 Owner agree that the charges indicated in this Agreement (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 unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within five (5) days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

| | |
|-------------------------------------|-----------------------------------|
| New Account Fee: | \$ _____ (not to exceed \$ _____) |
| Monthly Administrative Billing Fee: | \$ _____ (not to exceed \$ _____) |
| Late Fee: | \$ _____ (not to exceed \$ _____) |
| Final Bill Fee: | \$ _____ (not to exceed \$ _____) |

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. unit If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling unit and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. **TO THE EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES YOU INCUR AS A RESULT OF OUTAGES, INTERRUPTIONS, OR FLUCTUATIONS IN UTILITY SERVICES PROVIDED TO THE DWELLING UNIT UNLESS SUCH LOSS OR DAMAGE WAS THE DIRECT RESULT OF WILLFUL OR WANTON CONDUCT BY US OR OUR EMPLOYEES. YOU RELEASE US FROM ANY AND ALL SUCH CLAIMS AND WAIVE ANY CLAIMS FOR OFFSET OR REDUCTION OF RENT OR DIMINISHED RENTAL VALUE OF THE DWELLING UNIT DUE TO SUCH OUTAGES, INTERRUPTIONS, OR FLUCTUATIONS.**
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. 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 Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, 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.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease 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 addendum or the Lease Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

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NO-SMOKING ADDENDUM



Date: December 17, 2024
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 1205
University Ave #1000
Columbia
65201

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2024
Owner's name: BVSHSSF Columbia, LLC

Residents (list all residents):

Anton Yang

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

3. DEFINITION OF SMOKING. "Smoking" or "smoking" refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.

Smoking inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare

of other residents inside any dwelling or building of the apartment community is also prohibited by this Addendum and other provisions of the Lease Contract.

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the community may be used for smoking: designated smoking areas

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you, your invitees, your occupants, or their invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, or cleaning due to your smoking (or your occupant(s)', or either your or your occupant(s)' invitee(s)' smoking) or due to your violation of the no-smoking provisions of the Lease Contract and/or this Addendum are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract and/or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant

Anton Yang Chris Randolph

and new occupant becomes obligated to pay rent, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased Premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.
Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or your right to occupy the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Smoking violation charge is \$250 per occurrence.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(Sign here)

¹⁸ Anton Yang

⁴⁸ Chris Randolph



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 1205
University Ave #1000

Columbia

(city), Missouri, 65201 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2024
Owner's name: BVSHSSF Columbia, LLC

Residents (list all residents):

Anton Yang

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

3. ABOUT MOLD. 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. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- 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.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you 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 your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. 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:

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

6. 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

²¹ Anton Yang ⁵¹ Chris Randolph

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.

7. **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, notify us in writing, and we will take appropriate action.
8. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you are the cause of the mold, water infiltration, a damp environment, or fail to comply this addendum, including, but not limited to your notice and reporting requirements set forth herein, you shall be liable for all damages and/or losses that may be sustained as a result of your aforesaid acts or omissions and you shall be required to pay all reasonable costs for treating, repairing, and/or, replacing, all injury or damages that is a result of you causing said water infiltration, damp environment, or your failure to comply with this addendum, including, but not limited to the notice and reporting requirements set forth herein.

Resident or Residents
(All residents must sign here)

Owner or Owner’s Representative
(Signs here)

Date of Lease Contract
December 17, 2024

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
- Do not block or cover heating, ventilation or air conditioning ('HVAC') ducts in the premises. Resident must operate the HVAC system in a reasonable manner so as to maintain temperatures in the premises within a range of 62 to 78 degrees Fahrenheit. Resident must use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used. Continue use of fans for at least 30 minutes after the activity. Resident must notify Owner of any signs of water leaks, water infiltration, or mold within 24 hours of discovery.
- _____

²² Anton Yang

⁵² Chris Randolph



BED BUG ADDENDUM



Date: December 17, 2024
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 1205
University Ave #1000
(street address) in
Columbia
(city), Missouri, 65201 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2024
Owner's name: BVSHSSF Columbia, LLC

Residents (list all residents):

Anton Yang

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

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your occupancy and/or Lease Contract and exercise all rights and remedies at law, in equity, or under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. If you are the cause of the bed bug infestation or fail to comply with paragraph 6 herein or both, upon Owner's request for the following, you shall pay to Owner all reasonable costs of cleaning and pest control treatments incurred by us to treat your Premises for bed bugs and any other dwelling units infested as a result of you or your failure to notify. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings if your acts or omissions are the cause of the lost rental and other expenses described herein. If you fail to pay

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9. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Resident or Residents
(All residents must sign)

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

²⁴ Anton Yang ⁵⁴ Chris Randolph

BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 1205
University Ave #1000
Columbia (street address) in
(city), Missouri, 65201 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2024
Owner's name: BVSHSSF Columbia, LLC

Residents (list all residents):

Anton Yang

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

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 30 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said

package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. **YOU, YOUR GUESTS, FAMILY, INVITEES, AND AGENTS HEREBY WAIVE AND RELEASE OWNER AND ANY OWNER PARTIES (AS THE TERM IS DEFINED IN THE LEASE CONTRACT) FROM ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE), CAUSES OF ACTIONS, LOSSES, AND DAMAGES THAT YOU NOW OR IN THE FUTURE MAY HAVE AGAINST US OR OUR AGENTS OF ANY NATURE REGARDING OR RELATING TO ANY PACKAGE OR ITEM RECEIVED BY US, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR THEFT, MISPLACING OR DAMAGING ANY SUCH PACKAGE, EXCEPT IN THE EVENT OF OUR OR OUR AGENT'S WILLFUL OR WANTON ACTS OR OMISSIONS OR WILLFUL MISCONDUCT.** You also agree to defend and indemnify us and our agents and Owner Parties and hold all of us harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and Owner Parties and hold all of us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

If Owner uses a third-party package delivery, storage, or locker system to receive or store resident packages, then resident may be required to register for such service directly with the provider before resident's packages can be delivered to the community. If resident fails to complete any such registration, packages may be refused.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum



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LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 1205
University Ave #1000

Columbia
(city), Missouri, 65201 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2024
Owner’s name: BVSHSSF Columbia, LLC

Residents (list all residents):

Anton Yang

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

3. NUMBER AND SIZE. You may install 1 satellite dish(es) or antenna(s) on the leased dwelling. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your leased dwelling; or (2) in an area outside your leased dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building’s exterior that lies within your leased dwelling (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING.

You may not damage or alter the leased dwelling and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your leased dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your leased dwelling only by the following methods: (1) running a “flat” cable under a door jam or window sill in a manner that does not physically alter the leased dwelling and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables “through a window pane,” similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the leased dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the leased dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased dwelling to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE AND INDEMNITY. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/ antenna becoming unattached and falling on someone, etc. If you do not have the liability insurance described herein, but we believe that the installation of the dish or antenna is at a height that could result in injury to others if it becomes unattached and falls, we reserve the right to require you to purchase said insurance and provide us proof of the same. Should you fail to purchase said insurance and/or provide us proof of the same despite our request for you to do so, we may purchase said insurance on your behalf and charge you the amount for said insurance.

²⁷ Anton Yang ⁵⁷ Chris Randolph

UNLESS DUE TO OUR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS, TO THE EXTENT PERMITTED BY LAW, RESIDENT, FOR HIM OR HERSELF AND HEIRS AND PERSONAL REPRESENTATIVES, HEREBY AGREES TO INDEMNIFY, PROTECT AND HOLD HARMLESS OWNER, ITS OFFICERS, ITS AGENTS, EMPLOYEES, ITS AFFILIATES, SUCCESSORS OR ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, AND LIABILITY FOR ANY INJURY TO, INCLUDING DEATH OF A PERSON (WHETHER THEY BE A THIRD PERSON, EMPLOYEES OF THE PARTIES HERETO, OR THE PARTIES THEMSELVES) AND FROM ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER SAID LOSS OCCURS TO ANY PARTIES HERETO OR TO THIRD PERSONS) CAUSED BY, GROWING OUT OF, OR HAPPENING IN CONNECTION WITH RESIDENT’S OR RESIDENT’S INVITEE(S)’ USE OR INSTALLATION OF A SATELLITE DISH OR ANTENNA.

11. SECURITY DEPOSIT. An additional security deposit of \$ 0.00 will be charged (not to exceed 2 times the amount of monthly rent). We *[check one]* ☐ will consider or ☐ will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract *[check one]* ☐ does or ☐ does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

Resident or Residents
[All residents must sign here]

12. WHEN YOU MAY BEGIN INSTALLATION. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.

13. MISCELLANEOUS. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

14. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Owner or Owner’s Representative
[signs here]

Date of Lease Contract

December 17, 2024

²⁸ Anton Yang

⁵⁸ Chris Randolph



REASONABLE MODIFICATIONS AND
ACCOMMODATIONS POLICY



1. DWELLING UNIT DESCRIPTION.

Unit No. TBD, 1205
University Ave #1000

Columbia
(city), Missouri, 65201 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: December 17, 2024
Owner’s name: BVSHSSF Columbia, LLC

Residents (list all residents):
Anton Yang

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. **Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

The Missouri Human Rights Act defines a person with a disability to include: individuals with physical or mental impairment which substantially limits one or more major life activities, (ii) being regarded as having such an impairment, or (iii) a record of having such an impairment, which with or without reasonable accommodation does not interfere with performing the job, utilizing the place of public accommodation, or occupying the dwelling in question. For purposes of RSMO Chapter 213, the term

“disability” does not include current, illegal use of or addiction to a controlled substance as such term is defined by section 195.010; however, a person may be considered to have a disability if that person:

(a) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of, and is not currently addicted to, a controlled substance or has otherwise been rehabilitated successfully and is no longer engaging in such use and is not currently addicted;

(b) Is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or

(c) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

B. **Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. **Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. **Generally.** If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. **Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. **Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached “Reasonable Accommodation and/or Modification to Rental Unit” form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. **Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification,

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we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

- E. **Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.
- F. **Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. **REQUESTS FOR REASONABLE ACCOMMODATIONS.**

- A. **Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.
- B. **Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached “Reasonable Accommodation and/or Modification to Rental Unit” form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether

you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

- C. **Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.
8. **OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).
9. **AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

Property Manager

by writing or calling:

Leasing Office

Resident or Residents
(All resident's must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing

University Place

Signature Details

| | Signer | IP Address | Date Signed |
|----|---|-----------------|------------------------|
| 1 | Anton Yang Primary (13940432) | 172.221.243.138 | 12/17/2024 01:40:01 PM |
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UNIVERSITY PLACE COMMUNITY ADDENDUM

This Addendum is incorporated into the Lease Contract by and between the undersigned Resident and Owner and is in addition to all the terms and condition contained in the Lease Contract. If any terms of this Addendum conflict with the Lease Contract, the terms of this Addendum shall be controlling. This Addendum shall modify and amend the Lease Contract as follows:

Section "RENT AND CHARGES" of the Lease Contract is amended to include the following:

If resident elects to mail any payment, then it is resident's responsibility to ensure that payment is received in the management office by the due date. After two (2) returned checks, all future rent installments owed must be paid in cashier's check or money order. We have the right to refuse to accept partial payments. If the due date falls on an observed holiday, payment must be made on the first day following the holiday.

We may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and we reserve the right to charge reasonable processing fees for such payment methods as allowed by applicable law. We shall have the right to refuse any tender of payment in cash and third-party checks. We are not responsible for or affiliated with any third-party payment processor who may charge residents a fee to use their online payment service to pay rent and other charges. If you elect to use a third party payment processing service (via a web portal link on our website, or other means), you waive all claims against us related to your use of said service and further agrees to indemnify us for your use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent you from paying rent on time or us from receiving payment on time; and related to any fees charged for any reason by the third party processor.

Section "LIMITATIONS ON CONDUCT" of the Lease Contract is amended to include the following:

You agree that you and your roommates will not have more than ten (10) persons in the apartment at any one time. You further agree that there will never be more than five (5) persons on balconies, decks or patios at any one time.

Section "PROHIBITED CONDUCT" of the Lease Contract is amended to include the following:

TO THE GREATEST EXTENT AUTHORIZED BY LAW, WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT ANY LAWFUL RIGHTS TO CARRY A WEAPON(S) AS PROVIDED BY LOCAL OR STATE LAW. **Owner does not guarantee a firearms-free environment.**

Section "SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS" of the Lease Contract is amended as follows:

Subletting or assigning this Lease Contract will not be permitted unless required by law. We are not responsible for finding a replacement resident; finding a replacement resident is the sole responsibility of the departing resident.

Section "MISCELLANEOUS" of the Lease Contract is amended to include the following:

GUARANTY: We, at our sole discretion, may require you to submit an executed Guaranty. If we require a Guaranty, we have the right, but not the obligation, to cancel this Lease Contract in the event a binding Guaranty is not fully executed and returned to us within seven (7) days from the execution date of this Lease Contract by you, or if such Guaranty is not fully executed and returned to prior to occupancy, whichever time period is shorter. We reserve all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to us of the performance of the covenants of this Lease Contract and not substitution of your responsibilities and obligations hereunder. In the event you submit an executed Lease Contract but does not submit an executed Guaranty as and when required by us, we shall have the right to require you to honor your obligations under and comply with all obligations of this Lease Contract. THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THIS LEASE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THIS LEASE CONTRACT, WHEN YOU TRANSFER TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THIS LEASE CONTRACT.

ASSIGNMENT OF OWNER'S INTEREST: In the event the community is sold to another owner, the new owner has the right to terminate all Lease Contracts within 30 days' notice at any time after the sale.

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 community, for the purpose of advertising the community or other similar communities we own or operate. 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 waives any claims against us for use of such images.

CONSENT TO COMMUNICATION: In addition to any consent to solicitation or communication authorized in the Lease Contract, you also consent to receiving communication for any reason related to the services provided by any Authorized Entities or services to be provided in the future by any Authorized Entities, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident provides. In addition, you

University Place

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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 any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by you. 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.

* If you wish to opt-out of the Consent to Solicitation provided in this Lease Contract, please see the Leasing Office to complete an Opt-Out Form. Your failure to complete an Opt-Out Form means you consent to being contacted by signing this Lease Contract. An Opt-Out Form must be completed by you, as no other form of request (phone, email, or otherwise) will be valid.

ZONING DISTRICT AND OCCUPANCY LIMIT: Resident understands that the Community is located in the R-MF zoning district and agrees that: (a) the maximum number of unrelated persons who may occupy the Unit is 5, and (b) related occupants must be in compliance with the definition of a "family" contained in Section 29-1.11 of the Code of Ordinances of the City of Columbia, Missouri.

ADDITIONAL COMMUNITY POLICIES:

ANIMALS: Unless otherwise stated in the Lease Contract, the first violation for an unauthorized animal will result in a \$300 fine; subsequent violations will result in additional fines, and Resident may be declared in default of the Contract. The unauthorized animal must be removed immediately, and Resident will be responsible for all kennel fees.

MAINTAIN ORDER/NOISE: Resident shall at all times maintain order in the Premises. All radios, televisions, stereo equipment or any instruments or items which may cause noise shall be turned down to a level of sound that does not disrupt or interfere with other residents of the Community. No music lessons, either vocal or instrumental, shall be permitted on the Premises at any time. Resident shall not permit any offensive noises and/or odors to originate from the Premises at any time. Accordingly, at Owner's option in lieu of declaring a default of the Contract, the following violation policy shall apply: (First violation) written warning; (Second violation) written warning and a \$25.00 violation fee will be assessed to Resident's account; (Third violation) written warning and a \$50.00 violation fee will be assessed to Resident's account; (Fourth violation) written warning, a \$100.00 violation fee will be assessed to Resident's account, and at Owner's option the Contract may be declared in default or resident may be charged up to \$300.00 depending on the severity of the situation.

TRASH: All trash and garbage shall be placed in sanitary containers in locations designed by the Owner. Resident agrees trash and refuse shall be placed directly into such trash receptacles or dumpsites and not left in the units or in the Community areas, hallways, breezeways, or similar places. The resident's account will be assessed a fee of \$25.00 per bag of trash for all trash that is not disposed of in the appropriate trash receptacle or must be removed. Resident will be assessed a trash fine of \$25.00 per incident if cigarette butts are found near or around patios/balconies and entry doors. Owner shall have the right to impose other reasonable charges for the violation of this provision as well as for any littering by residents.

BICYCLES: Resident cannot hang bicycles from the ceiling or wall of the patios or balconies or the interior of the Apartment. Bicycle racks may be available for bike storage. Bicycles in community areas shall be deemed abandoned by Resident and may be disposed of by Owner according to applicable law. Residents may be subject to a fine that must be paid prior to the release of the abandoned bicycle. Bicycles may not be ridden in the hallways/balconies or breezeways of the building.

EXTERIOR APPEARANCE: Resident cannot change the structure or appearance of any patio or balcony area. Balconies or patios shall not be used for storage, including automobile tires and/or parts, firewood and other unsightly or heavy items. Only outdoor furniture and related patio items may be placed on any patio, porch or balcony. Any interior furniture found on the exterior of the apartment will be placed back in the apartment and a minimum fee of \$35.00 will be assessed to the resident's account. Any damage to furniture due to exterior use will be assessed to the resident's account for repair and/or replacement. As required by law, one United States flag may be displayed on a patio or balcony so long as it does not protrude beyond the boundaries of the balcony. No other flags or emblems may be displayed in a window or on a balcony or patio at any time.

ALCOHOL: The following is prohibited: the use of alcohol by anyone under the legal drinking age of 21; the manufacture or selling of alcohol; public intoxication; common containers of alcohol (kegs, party balls, trash cans, funnels, beer hats, etc.).

SPORT ACTIVITY: Team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted in the pool or parking areas. The use of water guns or water balloons is prohibited anywhere in the community. Dart boards and darts are not allowed on the community, including in your apartment. Violators will be held responsible for any damages.

Resident acknowledges that Resident has read this Addendum, as well as the Lease Contract, and any other addenda. Resident affirms that Resident will comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

University Place Community Addendum - University Place Only

Signature Details

| | Signer | IP Address | Date Signed |
|---|---|-------------------------|------------------------|
| 1 | Anton Yang Primary (13940432) | 172.221.243.138 | 12/17/2024 02:17:25 PM |
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| 4 | Chris Randolph Owner/Manager | 2604:2d80:4d81:7000:fff | 12/18/2024 08:16:11 AM |

FLOORPLAN RATE ADDENDUM

This Floorplan Rate Addendum ("Addendum") is made and entered into as of the same date as the Lease Contract by and between Owner and the resident named below (the "Contract") to which this Addendum is attached and incorporated. This Addendum coincides with the calendar term of the Lease Contract.

Anton Yang (The "Resident") acknowledges that this is a legally binding document that itemizes the possible premium unit charges for the floorplan type assigned to Resident in the Contract. The selected floorplan type has a potential rent range of \$589.00.

Resident may be assigned to a unit in the selected floorplan type that features one or more of the premium features below, which may result in rent installment amounts above the lowest amount of the rent range given above.

The base rent in your Lease Contract reflects the minimum base rent for that floorplan excluding available premiums. Should your assigned unit include all or any premium features, your rent installments will be increased by the amount(s) listed below for each premium your unit includes.

Owner cannot guarantee availability of any desired premium features. Availability of premium units is limited. By accepting the floorplan type assignment and rent installment range above, you are accepting a unit assignment that includes any of these premium features.

| <u>Premium Feature</u> | <u>Premium Amount</u> |
|------------------------|-----------------------|
| Upgraded Flooring | \$35 |
| Skylight | \$25 |

Resident acknowledges that Resident has read this Addendum, as well as the Lease Contract. Resident affirms that Resident will, in all respect, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

¹ *Anton Yang* ² *Chris Randolph*

PeakMade Floor Plan Rate Addendum

Signature Details

| | Signer | IP Address | Date Signed |
|---|---|-------------------------|------------------------|
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