

**LEASE AGREEMENT  
SUMMARY OF TERMS**

Date of Lease: 05/19/2017

Residence Hall: Florida Polytechnic Residence Hall

Residence Hall Address: 4700 Research Way, Lakeland, FL 33805

University: Florida Polytechnic University

Landlord: VC FPU HOUSING 2, LTD., by its agent, RISE Residential, LLC

Landlord's Address: 4700 Research Way, Lakeland, FL 33805

Resident: Jonathan Gan

Resident's permanent address: 5623 Golden Nugget Drive, Holiday, FL 34690

Premises: Florida Polytechnic Residence Hall Type of Unit: Phase II - 2/1 Double

Lease Term: 08/16/2017 at noon, through 05/5/2018 at noon.

Total Rent For Term: \$5,796.00, payable in 2 installments of \$2,898.00 per semester, on August 4, 2017 and on December 2, 2017.

Late Fee Assessment Date: The 5<sup>th</sup> day after the due date

**SECURITY DEPOSIT:**

Amount: \$250.00

Institution: Bank of America

Address of Institution: 5301 N Socrum Loop Rd, Lakeland, FL 33809

**FEES :**

Late Fee: \$75.00

NSF Fee: \$35.00

Reservation Fee: \$100.00

Application Fee: \$35.00

Winter Break Housing Fee: \$500.00

**ADDENDUMS ATTACHED TO THIS LEASE** (indicate all that apply):

- ☒ Addendum A – State Specific Provisions (Florida)
- ☒ Addendum B – Network Access Policy
- ☒ Addendum C – Bed Bug Addendum
- ☒ Exhibit A – General Rules and Regulations



**THIS LEASE AGREEMENT** (the "Lease") is made and entered into the date set forth on the Summary of Terms attached hereto ("SOT") by and between the Landlord named in the SOT, by its agent, Rise Residential, LLC (collectively, the "Landlord") and the Resident named in the SOT ("Resident"). Terms not otherwise defined herein shall have the meaning opposite such term on the SOT.

Florida Polytechnic University is not party to the Lease Agreement between the Landlord and the Resident.

1. **Premises.** Landlord hereby leases to Resident the premises described in the SOT (the "Unit"). It is contemplated that the bedroom to be leased to Resident is in the Unit named in the SOT; however, Landlord reserves the right to substitute another bedroom in the same Unit or a different unit; and, if the bedroom is in a different unit, then such unit will thereafter be the "Unit." It is understood that the Unit consists of the use and occupancy of one of the bedroom and bathroom areas, and, in cases of 2-bedroom, 3-bedroom, and 4-bedroom units, the shared use and occupancy of the kitchen, hallway(s), living room, eating area and deck/patio with the other residents in the Unit. Under no circumstances may the kitchen, living room, eating area, hallway(s) or deck/patio be used as sleeping quarters. The Unit is leased furnished and this Lease includes the interior of the Unit only.

2. **Term.** The initial term of this Lease (the "Lease Term") shall be for the period set forth in the SOT, commencing at the hour and date shown in the SOT (the "Commencement Date") and ending at the hour and date shown in the SOT. Landlord shall exercise a good faith effort to deliver possession of the Unit to the Resident on the Commencement Date. Resident acknowledges that the residential building and all associated amenities known at the "Residence Hall" is under construction, and that a completion date cannot be guaranteed. If the Residence Hall is not completed by the Commencement Date, then Landlord will make available alternative premises to Resident, which Resident acknowledges and agrees may be located in a hotel in a nearby town, and not adjacent to the University. In the event Landlord does not deliver possession of the Unit or otherwise make available alternative premises to Resident on the Commencement Date within sixty (60) days after the Commencement Date, Resident's sole remedy shall be to terminate this Lease. Landlord shall not be liable to Resident for any losses or damages related to such failure to deliver timely possession. If Landlord cannot deliver the Unit by the first date of the Lease Term because another resident holds over, or for any other reason, Landlord shall not be liable to Resident for damages, but Resident will not be required to pay any Rent until the Unit is available.

3. **Rent.** Unless otherwise directed by the Landlord, Resident shall pay the University the installments of rent set forth in the SOT (the "Rent") each semester during the term of this Lease, payable in advance on the date shown in the SOT for each semester during the Lease Term, without demand, abatement or set-off, at such place as the University may designate. Resident acknowledges that the full amount of the Rent stated in the SOT is due even though the Lease Term stated in the SOT may not encompass a full 365 days. Any amounts that shall become due and payable from Resident under the terms of this Lease shall hereinafter be referred to as "Additional Rent," and such amounts shall be treated as an obligation equal to the Rent. IF MAILED, THE RENT AND ALL ADDITIONAL RENT SHALL BE MAILED IN SUFFICIENT TIME AND WITH ADEQUATE POSTAGE THEREON TO BE ACTUALLY RECEIVED BY THE UNIVERSITY NO LATER THAN THE DUE DATE. ANY RENT NOT ACTUALLY RECEIVED BY THE UNIVERSITY ON OR BEFORE THE FIRST DAY OF THE SEMESTER SHALL BE DELINQUENT AND RESIDENT SHALL BE IN DEFAULT OF THIS LEASE. Resident acknowledges that partial payments will not be accepted, but only the full semester payment. Resident hereby waives all notice of Rent due and acknowledges that Landlord may take any legal measures necessary to collect Rent or repossess the Unit on the day that Rent becomes delinquent or any day thereafter without any delinquent notice from Landlord to Resident. Because late payment by Resident of Rent or Additional Rent shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain, including, but not limited to, clerical and accounting charges, lost interest, and late charges which may be imposed upon Landlord by the terms of any security deed encumbering the Residence Hall, the parties hereby agree that IF ANY INSTALLMENT OF RENT OR ANY PAYMENT OF ADDITIONAL RENT IS NOT ACTUALLY RECEIVED BY THE UNIVERSITY ON OR BEFORE 5:00 P.M. ON THE LATE FEE ASSESSMENT DATE AS INDICATED IN THE SOT, RESIDENT SHALL AS ADDITIONAL RENT PAY A LATE FEE TO LANDLORD IN THE AMOUNT INDICATED IN THE SOT. Resident shall pay a NSF fee as indicated on the SOT for each dishonored check in addition to any Late Fee which may be due as set forth above. Returned checks must be redeemed by cashier's check, certified check or money order. All monies received from Resident shall be applied first to Additional Rent items, and then to Rent. At Landlord's option, Landlord may require all Rent and Additional Rent be paid by check, certified check or money order, and by one payment rather than multiple payments. Landlord shall at all times have the right to refuse payment in the form of cash for amounts due hereunder. Nothing contained herein shall require Landlord or the University to accept any late Rent payment.

4. **Reservation Fee.** Resident shall pay to Landlord a non-refundable Reservation Fee in the amount indicated in the SOT. The Reservation Fee is for the sole purpose of placing Resident's name on a reservation list for an unspecified unit in the Residence Hall. Resident understands and agrees the acceptance of the Reservation Fee by Landlord does not guarantee the availability of a unit. Except for Landlord's inability to deliver a unit to the Resident as provided in Section 2, should Resident not take occupancy of the Unit, the Reservation Fee shall become Landlord's property.

5. **Move-In/Move-Out Procedure.** Immediately prior to Resident taking possession of the Unit, Resident shall conduct an inspection of the Unit and shall note on an inspection report provided by Landlord (the "Inspection Report") any conditions which are unacceptable to Resident and which Landlord agrees to correct, repair or otherwise remedy, and any other conditions observed, whether or not Landlord agrees to repair or remedy same. Upon Resident's surrender of the Unit at the termination of the Lease, Resident and Landlord shall jointly inspect the Unit and note in the space provided on Landlord's copy of the Inspection Report the condition of the Unit, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have arisen during Resident's occupancy and use of the Unit. Resident shall



surrender possession of the Unit in a clean and sanitary condition, including but not limited to, all appliances and the kitchen, living/dining, bedroom and bath areas. Resident's failure to follow the prescribed move-out procedures and to return all keys to Landlord may result in the partial or full forfeiture of the Security Deposit paid hereunder, but in no event shall such forfeiture be construed as liquidated damages. If all keys issued to Resident are not returned to Landlord, Resident shall pay all costs associated with re-keying the Unit.

6. **Security Deposit.** See **Addendum A** attached hereto and incorporated hereby.

7. **Intentionally omitted.**

8. **Use and Occupancy.** The Unit shall be occupied only by the individual person listed as "Resident" in the SOT and by no additional person or other person. Resident shall not assign this Lease or change roommates without prior written consent of Landlord. Resident shall not sublet the Unit. Resident shall not abandon or vacate the Unit. The Unit shall be used for residential purposes only. In no event shall the Unit be used in any of the following manners or for any of the following purposes: (a) any illegal usage in violation of any laws, codes or ordinances or the University Code of Conduct as promulgated by the University from time to time ("University Code of Conduct"), (b) any manner which creates or permits a nuisance or trespass, (c) any manner which violates or increases the rate of insurance on the Residence Hall, (d) any manner which produces, reproduces or transmits sounds which are audible outside the Unit, (e) any manner which emits an odor outside the Unit, or, (f) any hazardous or wasteful activity. Resident shall not in the Unit, or anywhere in the Residence Hall, engage in or permit any drug-related criminal activity, or engage in or permit any activity that endangers the health or safety of other residents or engage in or permit any activity that is, in Landlord's sole judgment, otherwise injurious to the Residence Hall or its reputation. Instances of such conduct shall include, but not be limited to, Resident's permitting any co-resident, occupant, member of Resident's household or family, guest(s), invitee(s), or other person(s) Resident permits to occupy or use the Unit, to use, manufacture, purchase, sell, or otherwise distribute illegal drugs or illegal drug-related paraphernalia in or about the Unit. The restrictions contained hereunder are material obligations under the Lease. For purposes of this Section, Landlord's receipt of complaints from other residents or employees shall be evidence that Resident has violated the foregoing restrictions and Landlord may, in its sole discretion, terminate this Lease as provided in Section 16 herein.

Except for repairs necessary from Resident's occupancy because of normal wear and tear, Resident agrees to leave the Unit in the same or better condition upon vacating the Unit. Resident shall not make any alterations in or improvements to, or paint, wallpaper, drill holes in, install antenna or phone outlets in, or deface or otherwise alter the Unit, or any walls, fixtures, appliances or equipment owned by Landlord in the Unit or Residence Hall. Resident will be held liable for damages or injuries caused by any alterations made to the Unit without Landlord's approval. The damages may be assessed to Resident at the cost to return the property to its original state.

Resident shall not place in the Unit any items which have not been specifically approved by Landlord. Resident is not permitted to install, maintain or replace existing fixtures in the Unit without written permission from Landlord. Resident shall not remove any of Landlord's fixtures, appliances, or equipment from the Unit for any reason. Landlord shall initially furnish working light bulbs for Unit sockets; thereafter, Resident shall replace light bulbs with the same or similar light bulbs at Resident's expense.

If applicable, the balcony constructed adjacent to the Unit is designed and constructed for normal occupancy and use. Resident shall not cause or allow more than eight persons on the balcony at any one time. Resident shall not maintain or store any items or personal property on the deck/patio/balcony, other than furniture intended for outdoor use.

9. **Pets.** Pets are not allowed in the Residence Hall.

10. **Common Areas.** Landlord hereby grants to Resident a non-exclusive license to use all driveways, walkways, hallways, landscaped areas, and other common areas of the Residence Hall (the "Common Areas"); such usage to be in common with the usage by Resident and other residents in the Residence Hall and their respective guests, invitees and licensees. Landlord may impose such restrictions on the use of the Common Areas as Landlord deems appropriate. Landlord shall have the unrestricted right (including the right to temporarily interrupt utility service) to increase, reduce, eliminate, relocate or change the size, dimensions, design or location of the Common Areas or any other buildings, structures or improvements, including the Unit, in the Residence Hall from time to time in any manner whatsoever as Landlord shall deem proper. Resident shall use all Common

Areas in a prudent inoffensive and non-dangerous manner, and in compliance with the Residence Hall Rules and Regulations and the University Code of Conduct. Resident acknowledges that parking in the Common Areas may be limited and that Resident is not guaranteed the right to a parking space in the Common Areas as part of this Lease. Landlord may promulgate appropriate rules and regulations to solve any parking problems that may arise. RESIDENT AGREES THAT RESIDENT WILL BE RESPONSIBLE FOR ANY DAMAGES TO ANY COMMON AREAS CAUSED BY RESIDENT OR BY GUESTS OR INVITEES OF RESIDENT. RESIDENT AND GUESTS SHALL USE RECREATIONAL FACILITIES AND COMMON AREAS AT THEIR OWN RISK.

11. **Resident Acceptance of Unit and Residence Hall.** Resident has fully examined and inspected the Unit and the Residence Hall including the common areas known as the "Community", and Resident has accepted same "as is" in their existing condition, without representation or



warranty, express or implied, in fact or by law. In no event shall Landlord be liable for any defect in the Unit or the community or any limitation or any use thereof.

12. **Security and Liability.** NEITHER LANDLORD NOR ITS AGENT OR EMPLOYEES MAKE ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS REGARDING THE SECURITY OF THE UNIT OR THE COMMON AREAS, AND ANY SUCH WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED. Landlord shall not be liable for losses or damage to Resident's person or property arising out of or related to theft, vandalism, criminal action, fire, smoke, water, rain, hail, ice, snow, explosion, acts of God, acts of Resident, others present with Resident's consent or other residents, or any other causes other than the negligence of Landlord. Resident shall and does hereby indemnify Landlord from any liability due to loss or damage to the person or property of Resident or others present at the community with Resident's consent from any cause other than Landlord's negligence. Landlord strongly recommends that Resident secure Resident's own insurance to protect against all of the above occurrences. Resident acknowledges that Landlord has no insurance coverage on the personal possessions of Resident whether located at the Unit or the Common Areas. Landlord shall have no duty regarding security at the Residence Hall other than to make necessary repairs to door locks and window latches in units after notice from Resident as provided in Section 14. Resident has inspected all locks and latches and agrees same are safe and acceptable. Landlord shall have no duty to furnish security guards or additional locks or latches. Upon request by Resident, Landlord shall change Resident's door lock or install additional locks for a reasonable charge so long as Landlord is provided keys to said additional locks. Resident acknowledges said keys may be provided to maintenance personnel under Landlord's supervision, Landlord's vendors or pest control companies for routine pest control services. If Landlord's employees are requested to render services not contemplated by their employment contract, such as moving vehicles or furniture, cleaning, or delivering or accepting deliveries, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service, and Resident shall and does hereby release and indemnify Landlord for all liability regarding same. Residents are not allowed to install additional or alternate locks on bedroom doors. Changing locks is expressly prohibited.

13. **Damage by Resident.** The Unit will be under the exclusive control of Resident, and Resident agrees to keep the Unit in a clean, slightly and sanitary condition and free of all vermin and rodents. Resident shall pay to Landlord upon demand, as Additional Rent, the amount of any loss, property damage, or cost of repairs or service incurred by Landlord that is caused intentionally, negligently, or by improper use of the Unit or the Residence Hall by Resident, his/her guests or others at the Unit or the Residence Hall with Resident's consent, including damages to the plumbing, electrical, cooling and heating systems. Resident shall be responsible for all plumbing stoppages occurring in lines exclusively serving the Unit unless such stoppage is caused by faulty design of the plumbing system or clogged lines outside the Unit. Resident shall be responsible for any damage caused by freezing water pipes, if such freezing is the result of Resident's failure to maintain sufficient heat in the Unit. Further, Resident shall be responsible for clogged toilets. Notwithstanding anything herein to the contrary, Resident shall be solely responsible for maintenance costs for repair of doors and glass in the Unit. All repairs must be made by Landlord.

14. **Repairs.** Resident shall promptly notify Landlord of the need for any repairs to the Unit which are necessary to maintain the Unit in rentable condition. Landlord shall, upon actual receipt by Landlord of such notification, act with reasonable diligence in making such repairs, and this Lease shall continue and the Rent shall not be abated, provided however, that Landlord may require Resident to pay any money due pursuant to Section 13 with respect to such repairs prior to making such repairs. Landlord may temporarily interrupt utility service to avoid damage to property or to perform maintenance requiring same. Resident shall be responsible for all minor repairs and shall further pay for any necessary major repair to the Unit necessitated by the negligent act, intentional act, carelessness, or misuse of the Unit by Resident or Resident's invitees or guests.

15. **Holding Over.** See **Addendum A** attached hereto and incorporated hereby.

16. **Breach, Abandonment, Default, Forfeiture and Termination.** Unless otherwise provided in **Addendum A**, upon Resident's failure to make any payment of Rent or Additional Rent when due, or upon Resident's breach of any other terms, covenants, agreements, rules and regulations or conditions herein contained, or if Resident abandons or vacates the Unit prior to the expiration of the Lease Term for seven (7) consecutive days, or if Resident is no longer enrolled as a student at the University, then, at its sole option, Landlord may declare this Lease terminated and forfeited upon written notice to Resident.

Students will have until December 31<sup>st</sup> to notify the Property Manager, in writing, of their intent to withdraw from the university for the Spring Semester. Failure to do so by the deadline will result in a penalty equal to 50% of the rent for the Spring Semester as outlined in the Summary of Terms.

In addition, Landlord or its Agent may peacefully re-enter and repossess the Unit, and remove and put out Resident and Resident's personal property in the manner and to the extent allowed by the law of the state in which the Residence Hall is located. Upon such re-entry and repossession by the Landlord, Resident shall be liable for all costs, fees and damages incurred by Landlord, and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Resident from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under the law of the state in which the Residence Hall is located and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages



to the Unit; or (b) the right to accelerate the then entire unpaid balance of the Rent for the term then remaining, or, the right to standby and collect rental payments as they become due; or (c) the right to sublease and rent the Unit for the account of the Resident, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Unit, and third, to the Resident's rental obligations hereunder, with the Resident and Guarantors as defined in the Guaranty of Lease remaining fully responsible for any deficiency in the Rent or Additional Rent payments for the remainder of the Lease Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, nor of the Landlord's right to avail itself of any remedy allowed by the law of the state in which the Residence Hall is located. In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder and all reasonable attorney's fees and costs connected therewith shall be paid by Resident. Any Rent, Additional Rent or damages which remain unpaid after default shall bear interest at the highest rate allowable under the law of the state in which the Residence Hall is located.

Further, Landlord may terminate the tenancy of Resident for good cause upon written notice to the Resident. Good cause includes, but is not limited to, the creation or maintenance of a threat to the health and safety of the Resident or other residents of the Residence Hall (including the use of flammable liquids and/or gas grills), suspicion of criminal conduct or behavior, or possession of firearms.

Unless otherwise provided in **Addendum A**, Resident may terminate this Lease for Landlord's default hereunder, provided Resident has provided written notice to Landlord specifying the default and Landlord has not cured the default within thirty (30) days after receipt of notice.

If Landlord terminates this Lease for Resident's default or for good cause, Resident will forfeit the Reservation Fee and Security Deposit.

17. **Assignment or Subletting.** Resident shall not be entitled to assign or sublet the Unit or any portion thereof.

18. **No Waiver.** No failure by Landlord to timely bill Resident for any payments due hereunder or to insist upon the strict and timely performance of any term or covenant herein contained shall be deemed to be a waiver of such term or covenant, nor of any subsequent breach of the same or any other term or covenant herein contained. Any subsequent acceptance by Landlord of any Rent or any other sum due hereunder shall not be deemed to be a waiver of any preceding breach or default by Resident of any term or covenant of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance by Landlord.

19. **Right of Entry.** If Resident is present, Landlord or any agent, contractor or serviceman designated by Landlord may enter the Unit during reasonable times for any reasonable business purpose. If Resident is not present, Landlord or any such serviceman may enter the Unit by key at reasonable times for any reasonable business after 24 hours prior written notice to Resident is left at the Unit. During an emergency, Landlord or Landlord's representative may forcibly enter the Unit. Landlord or its agent may administratively search a Unit at any time upon request by the University or the University police, regardless if Resident is present. Nothing contained herein shall obligate Landlord under any circumstances to enter or inspect the Unit.

20. **Rules and Regulations.** Resident, Resident's guests and others present at the Residence Hall with Resident's consent shall strictly comply in all respects with the "General Rules and Regulations" set forth on **Exhibit A** attached hereto, which may be modified and supplemented by Landlord from time to time during the term of this Lease, and the University Code of Conduct. Failure by Resident, Resident's guests and others present at the Residence Hall with Resident's consent to observe and comply with all such Rules and Regulations, as they may be modified and supplemented by Landlord from time to time, shall be a default under the terms of this Lease.

21. **Termination.** No termination of this Lease prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent prior to such termination. Resident shall not vacate the Unit or exercise any right of termination arising out of any breach by Landlord of any provision of this Lease due to the condition or state or repair of the Unit or the Residence Hall. No surrender of the Unit by delivery of keys or otherwise shall operate to terminate this Lease unless and until expressly accepted in writing by Landlord.

22. **Release of Resident.** Resident shall not be released from this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of co-Residents, bad health, or for any other reason, except for special early termination rights as are available for service members by law under the Service members Civil Relief Act and applicable state law.

23. **Parental or Sponsor's Guaranty.** The Landlord, in its sole discretion, may require as a condition of this Lease a binding Parental or Sponsor's Guaranty (the "Guaranty"), which Guaranty constitutes an essential inducement for the grant of this Lease by Landlord. Landlord reserves the right to cancel this Lease if such Guaranty is not fully executed and returned to the Landlord within fifteen (15) days after the date of this Lease. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.

24. **Resident's Obligations.** It is understood that Resident will be occupying the Unit jointly with other residents, and Resident shall also be held liable for a pro rata share of any damages to the common area of the Unit and its furnishings, fixtures, walls, ceilings, floors, carpets, and



doors unless the party solely responsible for such damages can be reasonably ascertained. Accordingly, Resident must exercise responsibility to see that the entire Unit is maintained in good order and repair. Resident shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Unit. Resident shall promptly report to Landlord any repairs that need to be made to the Unit.

Occupancy of the Unit is expressly reserved for Resident only. Resident may have visitors from time to time, and any persons occupying the Unit as a guest for more than seven (7) days during the Lease Term shall be treated as guests only if Landlord is notified in writing by Resident and consents thereto. Otherwise, the occupancy of the Unit by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Resident, in addition to the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law.

25. **Alarm Systems and Smoke Detectors.** Landlord, at its sole option, may elect to install certain security devices that are not required by law. For example, each unit may be equipped with a switch that, when activated, will sound an alarm indicating an emergency within that particular unit. The installation of such an alert or alarm system shall not be construed as an undertaking or representation by Landlord that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. It is further understood that the Landlord may elect to discontinue this service at any time, with or without notice to Resident. Resident agrees to comply with the security procedures and response actions set forth in the Rules and Regulations attached hereto as Exhibit A.

The Unit has been equipped with one or more smoke detectors for Resident's protection. Resident shall be responsible for testing such detectors and providing written notice to Landlord of any problems. Further, Resident agrees not to disable or otherwise tamper with such detector.

26. **Relocation.** For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice, to relocate Resident to another unit at the Residence Hall. Landlord shall assist Resident in moving Resident's personal property to such new unit. Landlord shall retain the right to assign Resident to other bedrooms in the Unit. Landlord, to the extent practical, will honor Resident's requests for the sharing of a particular unit. Upon Resident's request for relocation, a new security deposit may be required.

27. **Notification by Resident of Landlord's Breach.** Resident shall, within five (5) days after occurrence, notify Landlord, in writing, of any alleged violation by Landlord of any of Landlord's obligations arising under this Lease or otherwise. Any notices or demands to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or Certified Mail - Return Receipt Requested to Landlord at its address indicated in the SOT. Failure of Resident to make such notification in writing within the time prescribed shall constitute a total and complete waiver of said objection and shall not be alleged by Resident as any grounds for nonperformance of any provision of this Lease in a court of law or otherwise.

28. **Mold and Mildew.** Resident shall immediately remove any visible moisture accumulation in the Unit, thoroughly dry any such area as soon as possible after any such accumulation, and keep the temperature and moisture in the Unit at reasonable levels. In addition, Resident shall promptly notify Landlord of the presence of any water leak, excessive moisture or standing water in the Unit and shall further notify Landlord of any mold or mildew growth in the Unit and of any malfunction in any part of the heating, air conditioning or ventilation system in the Unit. Resident further agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Unit.

RESIDENT'S INITIALS: \_\_\_\_\_

29. **Use of Facilities.** Resident and its guests shall use all facilities that Landlord provides for Resident's comfort, such as swimming pools, tanning facilities, car wash, computer center, basketball court, and Common Areas solely at Resident's and Resident's guests' own risk, and Resident agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Use of any facilities may be revoked by the Landlord without affecting the remainder of this Lease. Only residents of the Residence Hall may use the car wash and tanning facilities, if available at the Residence Hall. Resident shall not allow, enable, or assist in any way the use of the Residence Hall's facilities by anyone other than residents, except for Resident's guests who are accompanied by Resident at all times. Resident shall have no more than five (5) guests at the Residence Hall at any given time.

30. **Photo/Video Release.** Resident hereby grants the Residence Hall, Landlord, and their assigns and those acting with their authority and permission, permission to use any photograph, photographic image or video taken of Resident either while participating in events sponsored by the Residence Hall or while Resident is in any public spaces, grounds, or offices at the Residence Hall. Resident hereby grants the Residence Hall, Landlord, and their assigns and those acting with their authority and permission, the irrevocable and unrestricted right and permission to copyright, in their own name or otherwise, and use, re-use, publish, and re-publish photographic portraits, pictures or videos of Resident, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Resident's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other business purpose whatsoever. Resident also consents to the use of any printed matter in conjunction therewith. Resident hereby waives any right that he/she may have to inspect or approve the finished product and the advertising copy





or other matter that may be used in connection therewith or the use to which it may be applied. Resident hereby releases, discharges, and agrees to hold harmless the Residence Hall, Landlord, and their assigns and those acting with their authority and permission, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Resident does hereby release, acquit and forever discharge the Residence Hall, Landlord, and its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of Resident's photograph, photographic image or image in any video.

31. **Intentionally Deleted.**

32. **Package Acceptance Policy.** Resident agrees and understands that packages accepted for Resident by the Residence Hall's management office will not be kept in an area locked or secured in any way. Resident further agrees that it will not hold Landlord responsible for packages if they are lost or damaged. Because package acceptance is available as a convenience to residents and space is limited, Landlord will only hold these packages for a short time. Therefore, packages left over seven (7) days will be returned to the sender. Please be aware both a photo ID and a signature will be necessary to pick up a package from the management office, and Landlord will only release packages to the addressee.

33. **Attachments.** All Addendums and Exhibits shall be binding upon the parties to this Lease Agreement and shall be controlling where at variance with the provisions of this Lease.

34. **Successors and Assigns.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Resident and their respective successors, heirs, legal representatives, and assigns. The term "Landlord" as used in this Lease means only the Landlord and its agent, and upon any sale or conveyance of the Unit and the Residence Hall, Landlord named herein shall be and hereby is entirely freed and relieved of all covenants, liabilities and obligations of conveyance. Notwithstanding anything in this Lease to the contrary, Landlord shall have no personal liability hereunder and Resident shall look solely to the estate and property of Landlord in the Unit for the collection of any judgment or other judicial process arising out of any default or breach by Landlord with respect to any of the terms or covenants of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Resident's remedies.

35. **Notices.** All notices and demands by Resident to Landlord shall be delivered in writing to a RISE representative at the Residence Hall, and shall only be deemed delivered upon actual receipt thereof by Landlord. All notices and demands by Landlord to Resident may be delivered by mail to the Resident at the Unit or by personal delivery to Resident by posting said notice or demand on the front door of the Unit. When the term "Resident" includes more than one person, such notice shall be conclusively deemed to have been given to all such persons when such notice is given to any one of such persons.

36. **Time is of the Essence.** Time is of the essence in all provisions of this Lease.

37. **Entire Agreement.** This Lease, all Exhibits and Addendums, and any other documents attached hereto or referenced herein set forth the entire agreement between the parties, and all prior conversations or writings are merged herein and extinguished. No amendment to this Lease shall be binding upon Landlord or Resident unless reduced to writing and signed by both parties. Any provision of this Lease which is invalid shall not invalidate the remaining provisions in this Lease. Sections 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 18, 21, and 28 of this Lease, and any other provision that is intended to survive the termination of this Lease shall survive the termination of this Lease.

38. **Student Status.** Resident warrants and represents that that at the time the Resident commences occupancy of the Unit he/she is or will be a matriculated student at the University. Resident grants Landlord permission to verify Resident's student status. If Resident's representation in this paragraph is false or if Resident loses his or her status as a student during the term hereof, Resident shall be in default hereunder and Landlord shall be entitled to exercise all rights and remedies provided for herein or that are available at law or in equity. Resident must vacate the Unit within twenty four (24) hours of being expelled, dismissed, or otherwise terminated from the University. Failure to vacate within twenty four (24) hours will result in action by the Landlord and/or University to remove the Resident. If Resident is expelled, dismissed or otherwise terminated from the University due to the result of his or her conduct and must therefore vacate his or her Unit prior to the normal expiration of the Lease Term, Landlord shall maintain the right to collect Rent from Resident during the remaining Lease Term.

39. **Housing During Winter Break.** Resident hereby acknowledges that if Student wishes to stay in the Unit during the University's scheduled Winter Break, he or she will be required to sign-up with the Landlord and pay a Winter Break Housing Fee.

40. **Construction on University Campus.** Resident hereby acknowledges that there will be construction on the University's campus during their Lease Term. Any noise, loss of utilities, or other inconveniences associated therewith will not result in any reduction of Rent.



41. **Internet Content Filtering.** Resident hereby acknowledges that the University and the Landlord may at any time filter and/or block illegal websites and downloads from the network system utilized by Resident within the Unit, at the Residence Hall, and on the University's campus.

**IN WITNESS WHEREOF,** Landlord and Resident have signed and sealed this Lease as of the date first above written.

**LANDLORD:**

VC FPU HOUSING 2, LTD

By: RISE Residential, LLC.,  
a Georgia limited liability company,  
as Agent for Landlord

By: \_\_\_\_\_ (SEAL)

Name: Kade Ross

Its: \_Property Manager\_\_\_\_\_

**RESIDENT:**

\_\_\_\_\_(SEAL)

Print Name: \_\_\_\_\_

06/03/17 11:46 AM

*Jonathan Gan*

Primary-ID: 10394567

IP 172.56.5.35





**ADDENDUM A**

**STATE SPECIFIC PROVISIONS (FLORIDA)**

1. **Security Deposit.** Upon execution of this Lease, Resident shall deposit with Landlord a security deposit in the amount indicated in the SOT (the "Security Deposit") as security for the full and faithful performance and observance by Resident of each and every term and covenant of this Lease, including, without limitation, the payment of Rent. The Security Deposit shall be deposited in a non-interest-bearing account at the institution indicated in the SOT. Before Resident may occupy the Unit, Landlord must have received the full amount of the Security Deposit.

The Security Deposit may not be applied by Resident as Rent, but it is a good faith deposit for Resident's faithful fulfillment of each condition in this Lease and as a contingency for payment to be applied against the costs of repairing any physical damage to the Unit caused by Resident or Resident's invitees and guests. In addition, if Resident does not fulfill the entire term of this Lease, Resident shall relinquish the Security Deposit as liquidated damages for Landlord's rental expenses even if Landlord is able to immediately re-lease the Unit for the same or more rent and even if there are no other damages. It is hereby agreed that Landlord's damages for re-leasing the Unit may be difficult to ascertain and that the Security Deposit constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages for Landlord's reletting expenses.

Upon move-in, Resident will receive an "Inspection Report" from Landlord. The Inspection Report shall include a comprehensive list of any existing damage to the Unit and shall be for Resident's permanent retention. Upon Resident's surrendering possession of the Unit at the termination of this Lease (whether due to the Lease Term ending or through Landlord's obtaining knowledge of abandonment of the Unit), Resident and Landlord shall jointly inspect the Unit and complete the move-out inspection portion of the Inspection Report, listing any damage done to the Unit during the Lease Term which is the basis for any charge against the Security Deposit, and the estimated dollar value of such damage. Resident shall make an appointment with Landlord prior to the termination of this Lease to jointly inspect the Unit upon move-out. If Resident fails to make such appointment, Landlord may inspect the Unit without Resident, and the move-out portion of the Inspection Report shall be binding on Resident.

Landlord shall deduct from the Security Deposit sums sufficient to compensate Landlord for the following items prior to returning the Security Deposit or any portion thereof to Resident: (i) any damages sustained by Landlord as a result of Resident's non-payment of Rent or Additional Rent or non-fulfillment of the initial Lease Term or any renewal period of this Lease including Resident's failure to enter into possession, (ii) any failure to comply with the move-out procedures described in Section 5 of the Lease, (iii) any damages to the Unit in excess of normal wear and tear, (iv) any damages to the Unit due to the negligence, carelessness, accident or abuse of the Unit, (v) any unpaid bills which become a lien against the Unit due to the Resident's occupancy, (vi) any costs of re-renting the Unit after a breach of this Lease by Resident, (vii) any court costs incurred by Landlord in connection with its termination of the tenancy; and (viii) any other damages which Landlord may sustain which may then be a permitted use of the Security Deposit under the applicable laws of this State. Under no circumstances can Resident apply any portion of the Security Deposit to Rent due and owed by Resident.

If deduction from the Security Deposit for any of the items specified in the immediately preceding paragraph or elsewhere in this Lease is necessary, Landlord will provide Resident written notice (the "Notice Regarding Security Deposit") of its intention to withhold funds from the Security Deposit together with a written itemized accounting of such deductions listing the exact reasons for such deductions. The Notice Regarding Security Deposit shall be mailed by certified mail to Resident no later than 30 days after the termination of this Lease or the surrender and acceptance of the Unit, whichever occurs later. If Resident fails to provide a written objection to Landlord regarding the deductions within 15 days of receipt of the Notice Regarding Security Deposit, Landlord will apply the deductions and remit the balance of the Security Deposit (if any) to Resident within 30 days after the date of the Notice Regarding Security Deposit. Resident shall notify Landlord in writing of Resident's forwarding address in order to enable Landlord to provide the Notice Regarding Security Deposit and any appropriate return of any portion of the Security Deposit to Resident. Refunds shall be mailed to Resident at the forwarding address given to the Landlord. If Resident has not supplied Landlord with the correct forwarding address, Resident shall pay all costs incurred by Landlord in reissuing the refund check.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. LANDLORD MAY TRANSFER ADVANCE RENTS TO LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE LANDLORD YOUR NEW ADDRESS SO THAT LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF LANDLORD'S INTENT



TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF LANDLORD'S NOTICE, LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

2. **Holding Over**

**Holdover Rent:** \$150.00 per day (may be double the amount of Rent due for one day during the Lease Term)

Resident shall promptly vacate the Unit and remove all of Resident's goods and property therefrom and shall not remain in possession of the Unit after the expiration of this Lease, whether such termination occurs by lapse of time or otherwise. After termination or expiration of this Lease, Resident shall be deemed to be a tenant at sufferance. If Resident holds over and fails to move out on or before the date and time required under this Lease, and Landlord elects to consider Resident as a "resident holding over", the rent for the holdover period (the "Holdover Rent") shall be in the amount stated above until occupancy is redelivered to Landlord. Resident shall, and does hereby, indemnify Landlord for any damages or liabilities incurred due to such holdover. Landlord may, but is not required to, extend the Lease Term for one month by delivering written notice to Resident or the Unit while Resident is still holding over. Holdover Rent shall be immediately due on a daily basis in advance. Nothing contained herein shall be construed as consent by Landlord to Resident to holdover. In Landlord's sole discretion, Landlord may offset the daily Holdover Rent from Resident's Security Deposit.

3. **Early Termination by Resident.** Resident may terminate this Lease for Landlord's material default hereunder or Landlord's failure to comply with Florida Statutes section 83.51 regarding maintenance of the Unit, provided Resident has provided written notice to Landlord specifying the default and Landlord has not cured the default within seven (7) days after receipt of notice.

4. **Early Termination by Service Member.** Pursuant to Florida Statutes section 83.682: if Resident is serving as a member of the United States Armed Forces on active duty or state active duty or is a member of the Florida National Guard or United States Reserve Forces, Resident may terminate this Lease by providing Landlord a written notice of termination to be effective on the date stated in the notice that is at least 30 days after Landlord's receipt of the notice if any of the following criteria are met:

- a. Resident is required, pursuant to a permanent change of station orders, to move 35 miles or more from the Residence Hall;
- b. Resident is prematurely or involuntarily discharged or released from active duty or state active duty;
- c. Resident is released from active duty or state active duty after having leased the Unit while on active duty or state active duty status and the Unit is 35 miles or more from Resident's home of record prior to entering active duty or state active duty;
- d. After entering into this Lease, Resident has received military orders requiring him or her to move into government quarters;
- e. After entering into this Lease, Resident becomes eligible to live in government quarters and opts to move into government quarters;
- f. Resident receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the Residence Hall, provided such orders are for a period exceeding 60 days; or
- g. Prior to taking possession of the Unit, Resident receives a change of orders to an area that is 35 miles or more from the location of the Residence Hall.

Resident's notice to Landlord shall be accompanied by either a copy of the official military orders or a written verification signed by Resident's commanding officer.

5. **Resident's Personal Property.** BY SIGNING THIS LEASE AGREEMENT, RESIDENT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

6. **Flotation Bedding System.** If Resident has a flotation bedding system on the Unit, Resident is required under Florida Statutes section 83.55 to carry flotation insurance in an amount sufficient to protect Resident and Landlord against personal injury and property damage to the Unit and Residence Hall. Such policy shall carry a loss payable clause to Landlord.



06/03/17 11:46 AM

*Jonathan Gan*

Primary-ID: 10394567

IP 172.56.5.35



## **ADDENDUM B**

### **NETWORK ACCESS POLICY**

All rules and regulations issued from time to time by Landlord with respect to Internet and network access shall apply to Resident's use thereof. Landlord may, at its discretion, from time to time change the service provider (the "Provider") and make changes to the network system (the "System"). Provider and Landlord want Resident to be informed of his/her rights and obligations – and those of the Provider and Landlord – in connection with Resident's use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. Resident acknowledges that Provider and Landlord cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that it may acquire. For this reason, Resident must exercise its best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because neither Provider nor Landlord can monitor and censor the Internet, and will not generally attempt to do so, neither Provider nor Landlord accepts any responsibility for injury to or damages suffered by Resident that results from inaccurate, unsuitable or offensive Internet communications.
2. Resident acknowledges that Landlord does not review, edit, censor or take responsibility for any information Resident or such other users may create. When Resident and other users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over the Provider's System and may reach a large number of people, including both subscribers and non-subscribers of Provider, Resident and other users' postings to the Internet may affect other users and may harm Provider's and/or Landlord's goodwill, business reputation and operations. For these reasons, Resident and other users violate this Policy when they engage in any of the following activities. Such violation by Resident constitutes a default by Resident under this Lease.
  - a. Spamming: Unsolicited, commercial mass emailing is a strongly disfavored practice among Internet users and service providers.
  - b. Copyright Violation: Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve Landlord and/or Provider in litigation and possible loss of reputation.
  - c. Distribution and/or Transmission of Obscene or Indecent Speech or Materials: Violation of indecency and obscenity laws can result in criminal penalties.
  - d. Defamation: Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against Landlord and/or Provider whose facilities were used to distribute the defamatory material.
  - e. Illegal/Unauthorized Access to Other Computer or Networks: The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
  - f. Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities: Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and/or criminal liability under federal and state law.
  - g. Export Control Violations: United States law limits the ability of persons to export certain types of encrypted software, over the Internet or otherwise, to points outside the United States.



- h. Routers: Resident shall not use a router as it is unnecessary on the Residence Hall's network and could potentially disable service to others if installed. A resident found in violation will be charged back for any third party service fees incurred in removing such resident's router from the Residence Hall's network.
  - i. Computers: Resident acknowledges that the Residence Hall is not responsible for personal devices. Resident understands that all personal equipment must be virus free and have up-to-date software to function properly on the Residence Hall's network.
  - j. Other Activities: Such other activities, whether lawful or unlawful, that Provider and/or Landlord may determine, and so notify Resident, to be harmful to the System or to its or their respective subscribers, residents, operations or reputation, including any activities that restrict or inhibit any other users from using and enjoying the services or the Internet.
3. Resident acknowledges that the Residence Hall collects user-submitted account information such as name and email address to identify users and send notifications related to residential issues. Email addresses will never be sold to anyone, and they will not be used for spam or any other purpose outside of the Residence Hall. Furthermore, Resident grants permission for Landlord to send Resident text, phone messages, letter correspondence and emails regarding resident events, roommate matching and any other issues pertaining to his or her lease and residency at the Residence Hall.

06/03/17 11:46 AM

*Jonathan Gan*

Primary-ID: 10394567

IP 172.56.5.35



## **ADDENDUM C**

### **BED BUG ADDENDUM**

Resident acknowledges that Landlord has inspected the Unit and is aware of no bedbug infestation. Resident warrants that all furnishings and personal property that will be moved into the Unit are free of bedbugs.

Resident hereby agrees to prevent and control possible infestation by adhering to the following responsibilities, and Resident further agrees to the following obligations:

1. Resident will always check for hitch-hiking bedbugs. If you stay in a hotel or another home, you will inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your Unit. You will check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, you will inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Resident shall report any problems immediately to Landlord. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Resident shall cooperate with pest control efforts. If your Unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment, including but not limited to the following:
  - a. Wash all machine-washable bedding, draperies, rugs, towels and clothing on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner, making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.
  - b. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - c. Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - d. Vacuum all floors, including inside of closets. Vacuum all furniture, including inside of drawers.
  - e. Vacuum mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discard properly.
  - f. Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the Unit, Resident shall be in default of the Lease, subject to eviction, and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to treatment and eradication of bed bugs. If Landlord must move other residents out of their units in order to treat adjoining or neighboring Units, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the other residents and perform pest control treatment to eradicate an infestation in other units. To this end, Resident agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of Resident(s) or any guest occupying or using the Unit or the breach of this Addendum.
5. Resident acknowledges that Landlord shall not be liable for any loss of personal property to Resident as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.
6. Any default under this Addendum by Resident shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating Resident's right to possession of the Unit for material non-compliance. The following will be considered default of the Lease and Addendum:





- a. Any misrepresentation by Resident in this Addendum.
  - b. Failure to promptly notify Landlord of the presence of bedbugs.
  - c. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
  - d. Refusal to allow Landlord to inspect the Unit.
  - e. Failure of Resident to have personal property insurance to cover damage or losses to Landlord's furniture.
  - f. Any action that prevents treatment of the Unit or potentially exacerbates the bedbug infestation.
7. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

06/03/17 11:46 AM

*Jonathan Gan*

Primary-ID: 10394567

IP 172.56.5.35



**EXHIBIT A**

**GENERAL RULES AND REGULATIONS**

These Rules and Regulations are incorporated by reference into the Lease and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of residents in the Apartment Community and for the purposes of making a fair distribution of services and facilities for all residents and preserving Landlord's property from abusive treatment.

1. Solicitation and/or canvassing of any kind, without the prior consent of Landlord, will not be permitted in the Premises or about the Apartment Community. Resident is requested to notify Landlord of any such activity.
2. Resident shall not hang or erect anything on the interior or exterior of the Premises or Apartment Community or place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises or Apartment Community without the prior written consent of Landlord. Resident is encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the Apartment Community maintenance staff if you have any questions. All interior and exterior doors of the Premises and Apartment Community shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
3. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Resident is to vacate the Premises immediately. Resident will be instructed by Apartment Community staff when they will be allowed to return to their Apartment. Failure to vacate your Apartment during a fire alarm will result in disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease. At Lease commencement, Landlord will test the smoke detectors in the Premises for proper operation and working batteries. Upon notification by Resident, Landlord will replace batteries. Tampering or altering smoke detectors will result in a fine of \$. Any violation is a default under the Lease which will entitle Landlord to declare a default and pursue all remedies available to Landlord.
4. The storage or use of barbecue grills in or on any building, walkway, stairway, patio, deck or balcony in the Apartment Community is prohibited. Grills found on the Premises will be disposed of by Landlord. Community grills are available for residents only. Grills and grill area should be left clean for use by others.
  - a. The use of candles is prohibited in the Apartment Community.
5. The following items are prohibited in the Apartment Community:
  - a. Decals and stickers (with the exception of security ID stickers) because of damage to painted walls, windows, and other surfaces.
  - b. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
  - c. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, and acids.
  - d. Firearms, fireworks, and dangerous weapons because of the potential danger to others. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, billy clubs, numchucks, switchblades, explosives and dangerous chemicals.
  - e. Major appliances not otherwise provided by Landlord (such as washers, dryers, dishwashers, etc.) because of potential electrical and plumbing problems.
  - f. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
  - g. Live-cut Christmas trees because they constitute a fire hazard.
  - h. Drug paraphernalia because they are associated with the use of illegal substances.



- i. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to buildings.
  - j. Space heaters and other heating devices because they present a fire hazard.
6. The following small appliances are permitted: radios, televisions, irons, refrigerators not exceeding four cubic feet, and microwaves not exceeding 600 watts.
  7. Resident is not permitted to have a waterbed in the Premises without written permission from Landlord (NOT APPLICABLE IN FLORIDA).
  8. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other residents
  9. If the Apartment is equipped with dehumidifiers, they must remain in the on position, be placed on "low," and set to "5" at all times.
  10. Landlord recognizes the right of Resident to entertain friends and have guests. Resident, members of Resident's family and guests shall at all times conduct themselves in an orderly manner, and they shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other residents. Resident will be held responsible for the conduct of its visitors and guests; however, the privacy and right to normal use of the Premises by Resident's roommate must be respected by Resident when entertaining visitors and guests. In recognition that the Premises are primarily for Resident's occupancy relative to Resident's enrollment at the University for educational purposes, Resident may not request permission for a guest to stay in the Premises any more than four (4) times during the Lease Term. Resident's failure to observe the above requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.
  11. No percussive or electronically amplified musical instruments may be played at the Apartment Community, with the exception of scheduled student activities in common areas organized by the University or the Apartment Community management or staff. Non-electronically amplified acoustic instruments may be played at the Apartment Community at a level that does not annoy or interfere with the quiet enjoyment of the other residents.
  12. No incense or other odor producing items shall be used in the Premises. It is understood by Resident that offensive noises and odors are expressly prohibited.
  13. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a service fee in the amount of \$ will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
  14. Resident will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
  15. Resident shall comply with QUIET HOURS and COURTESY HOURS in the Apartment Community as posted.
  16. Resident shall comply with all rules and regulations as posted from time to time for use of the recreational areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by Resident.
  17. All organized parties must be planned in advance with and be approved in writing by Landlord.
  18. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Under no circumstances shall the consumption of alcohol take place or any open container of alcohol be permitted in Apartment Community except inside an apartment, and then only by persons 21 years old or older.
  19. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. A fine in the amount of \$10.00 per day will be imposed for each offense under this provision.
  20. All trash and refuse should be placed in parking lot dumpsters provided by Landlord and should not be left in the Premises or in any of the common areas, hallways, or similar places in Apartment Community. Resident SHOULD NOT deposit trash from the Premises in litter receptacles located throughout the grounds of the Apartment Community since these are intended for litter, not Apartment trash or garbage.



Resident should deposit items to be recycled in the appropriately designated recycle receptacles when available. A service fee in the amount of \$ per bag will be immediately due and payable by Resident for any refuse which is left outside Resident's Apartment, placed in litter receptacles, or left elsewhere in the Apartment Community.

21. It is the responsibility of the Resident to clean and maintain her/his Apartment in a sanitary and safe condition.
22. Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. The parking fee is for rental of space, which cost is borne only by those requiring such facility. Parking in more than one space, in fire lanes, in staff spaces or spaces assigned to other residents will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted at the Apartment Community. Washing cars is not permitted unless designated at a specific time and area by Landlord. Vehicles deemed inoperable or in disrepair by Landlord may be removed at vehicle owner's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.
23. Speed limit for motor vehicles at the Apartment Community is not to exceed 5 MPH. Pedestrians have the right of way.
24. If Resident is accompanied by a guest, the guest may be required to provide a valid I.D. and sign in before entry into the Apartment Community.
25. Locks may not be altered, changed or added by Resident under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited. Resident will be charged at Landlord's current key replacement rate for each key that is damaged. Resident will be charged at Landlord's current card replacement rate for each lost or damaged Electronic Access Card. Resident will be charged at Landlord's current re-keying rate to re-key the Apartment due to a lost key. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Residents will be instructed to exchange keys at the management office. In the event of any missing Apartment keys, the responsible resident shall pay for the lock change of the entire Apartment. A service fee in the amount of \$30.00 will be imposed for lockout services that occur afterhours.
26. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots.
27. No storage for unwanted furniture is available. Resident shall return furniture to its original position prior to moveout. No furniture may leave the Premises at any time.
28. No furniture is to be removed from common areas or apartments. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
29. No couches, chairs, sofas or loveseats are to be placed in the window / alcove area of the living room. Entertainment centers may be placed in the window /alcove area of the living room but must be at least 8" inches from the window.
30. The Apartment Community is a smoke free facility. Smoking is not allowed in any public areas, e.g. hallways, lounges, laundry room, or any apartment.
31. Baby-sitting is not allowed in the Apartment Community, with the exception of the children of Apartment Community residents.
32. Commercial or business activity within apartments at the Apartment Community is expressly prohibited.
33. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using, selling, possessing or soliciting drugs will be turned over to the criminal or University authority. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction.
34. Gambling is prohibited at the Apartment Community.
35. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person." Pledging activities at the Apartment Community are prohibited.
36. All signs, posters or other items must be approved by Landlord before they may be posted in any common area. Approved materials must be posted in approved areas.



37. Laundry facilities are for residents' use only.
38. Throwing, dropping, or hanging any and all objects from windows and balconies in Apartment Community constitutes a danger to other residents and the facilities and is expressly prohibited. Residents who throw, drop or suspend any objects, including but not limited to Frisbees, balls, paper gliders, etc., will be subject to immediate eviction.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS.

ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO THE LEASE. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

RESIDENT ACKNOWLEDGES THAT HE OR SHE HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE. RESIDENT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. RESIDENT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO THE APARTMENT COMMUNITY TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

06/03/17 11:46 AM

*Jonathan Gan*

Primary-ID: 10394567

IP 172.56.5.35

