

Arch Troy - RENTAL APPLICATION

Date of Application: 08/13/2020

Community: Arch Troy

Floorplan: 3X3

Move in date: 08/13/2020

Lease Length: 12

How did you hear about us? Facebook

PRIMARY APPLICANT INFORMATION

First Name: Dang

Middle Name: Long

Last Name: Long

Gender: M

Date of Birth: 05/18/1997

Social Security Number:

ID Type: Drivers License

Identification Number: C3691618

Expiration Date: 05/28/2019 **License State/Province:** AL

Phone Number: (334) 492-0272 **Email Address:** longd3102@gmail.com

Permanent Street Address: 516

City: Troy

State: AL

Zip Code: 36081

Current Street Address: 516

City: Troy

State: AL

Zip Code: 36081

VEHICLE INFORMATION (IF APPLIES)

Vehicle Make:

Model:

Color:

Year:

Plate Number:

State:

Acknowledgment: You declare that all your statements on this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. You acknowledge that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question or give false information, we may reject the application, retain all application fees, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or the Lease, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs permitted under the Alabama Uniform Residential Landlord and Tenant Act, as amended and in effect from time to time. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you. *By submitting this application, I acknowledge and authorize a criminal background screening will be run for all primary applications and a credit screening will be run for all guarantor applications.*

Right to Review the Lease: Before you submit an application or pay any fees or deposits, you have the right to review the Rental Application and the Lease, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular unit off the market until we receive a completed lease and any other required information or monies to rent that unit. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to an original of the Lease after it is fully signed.

Resident Signature

Date

Arch Troy - OFFER TO RENT

I, Dang L Long, agree that the rental rate structure below reflects any written or verbal agreement between myself and Arch Troy to sign a lease starting 08/13/2020 and ending 07/21/2021 as of 08/13/2020.

All incentives, with the exception of a waived fees, deposits, or premium amenities, will be received within 30 days following move in. Failure to receive the incentive does not terminate the Lease.

I must have my file complete, in accordance with the ACH Rental Criteria, within 14 days of the Lease sign date in order to receive any incentive. If at any point I do not fulfill my Lease, I will be required to pay back the incentive at equal value.

In accordance with the Lease and additional addenda, I understand the installment breakdown of the Rent and Charges due monthly will be as follows:

+495.00	Rent
+11.95	Additional Rent - Mitigated Risk
= \$506.95	Installment Due Monthly
X 12	Number of Installments in Lease Term
= \$6,083.40	Total Contract Amount

Total Rent due, in accordance with Section 6 outlined in the Lease.

**This total covers your base monthly installment due and allows you to see your full base term due (Monthly installment x 12). If Resident elects to be all inclusive, any possible utility overages are still applicable. All residents are subject to additional lease fines or citations that are noted in the Lease and other addenda.*

***Resident must have this offer to rent in order to claim and receive an incentive.*

Resident Signature

Date

Arch Troy - LEASE AGREEMENT

Date of Lease Agreement: 08/13/2020

This is a binding contract. Please read carefully before signing.

MOVING IN – GENERAL INFORMATION

1. **PARTIES.** This Lease Agreement ("Lease") is between you, the resident (list all people signing this Lease): Dang L Long ("Resident") and us, the owner agent: Campus Crest at Troy, LLC ("Landlord" or "us"). The terms "you" and "your" or "Resident" refer to Resident. The premises which are the subject of this Lease are as follows:

An undivided interest in a bedroom ("Bedroom") that is part of a unit of bedrooms ("Unit") within the floor plan 3X3 at Arch Troy, located at 920 East Academy Street Troy, AL 36081 Community"), Landlord will identify which unit in a written notice to Resident prior to the beginning of the Lease Term (as defined herein), together with the right to use, in common with other residents of the Unit, any furniture, appliances, or personal property provided by Landlord in such Bedroom and Unit, and any common kitchen, balcony, patio, attached garage, storeroom, or other common areas in the Unit (the "Unit Common Areas," and together with the Bedroom, the "Leased Premises"). Resident shall also have the right to use, in common with other residents of the community, swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, stairs, passageways, parking areas, meeting rooms and other areas of the Community intended for use by all residents of the Community and in which no resident has the right of exclusive possession ("Community Common Areas").

Prior to moving, you will be notified of your assigned Unit and Bedroom. Per Section 2 below, this assignment is subject to change before or during the term of this Lease.

Written notice to or from the Manager constitutes notice to or from us. If anyone else has guaranteed performance of this Lease, a separate Guaranty Agreement for each guarantor is attached. Any such guarantor is referred to herein as "Guarantor."

2. **OCCUPANTS.** The Resident agrees that the Leased Premises are to be occupied only by those specifically named in the Resident's application and no one else. Resident agrees that there will be no more than one person per bedroom in full residence. All occupants must complete and submit a rental application. If any other person resides with the Resident without prior written authorization from the Landlord, the Landlord may, at its sole option, declare this Lease in default. The Resident further agrees that the Leased Premises cannot be assigned or sublet by said Resident either in whole or in part without specific prior written approval of the Landlord and any attempt to do so without Landlord's prior written consent shall constitute a default hereunder. Although Resident may have visitors occasionally, it is understood that occupancy of the Leased Premises is expressly reserved for the Resident only, and any persons occupying the Leased Premises as a guest for more than a three (3) day period during any one (1) month period, in whole or part, during the term of this Lease shall be deemed unauthorized, resulting in a breach of this Lease. The occupancy of the Leased Premises by an unauthorized guest in excess of said one three (3)-day period shall be deemed a violation of this Lease and the 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 any other damages provided in this Lease and in addition to the right of the Landlord to declare this Lease in default and may end your right of occupancy subject to the Alabama Uniform Residential Landlord and Tenant Act, as amended and in effect from time to time (the "Act").

ROOMMATES. The persons occupying the other exclusive spaces within the Unit (collectively referred to as the "Roommates") will also be allowed to reside in the Unit. Resident acknowledges that Landlord has the right to assign a Roommate to the Unit before or during the term of this Lease and the Resident's right to occupy the Unit Common Areas is only as a co-occupant with the Roommates, all of whom have executed separate leases with Landlord to occupy their exclusive spaces and to co-occupy the Unit Common Areas. Resident acknowledges that whether or not the Roommates have been selected by Resident or by the Landlord, the Landlord is not responsible or liable for any claims, or action of any nature whatsoever relating to, arising out of or connected with

disputes between Resident and Roommates or between Roommates.

RELOCATION. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular unit. If we receive a joint request from you and another resident in your Unit to exchange bedrooms within **ten (10) days** after your initial occupancy, and you comply with our procedures and required documentation, you may change bedrooms with another resident in your dwelling without being subject to a transfer fee of **\$200.00**. Transfer at your request to a unit other than the one you initially occupied may be made only with our prior written approval and for a similar fee. For purposes of operating efficiently and harmoniously, 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 Unit or to another unit within the Community. We will assist you in moving your personal property and pay for rekeying if we require transfer.

3. LEASE TERM. The initial term of this Lease ("Initial Lease Term") begins on 08/13/2020 ("Lease Commencement") and ends at 10AM central time on 07/21/2021 ("Expiration Date"). The Initial Lease Term and any renewal, or extension thereof may be referred to herein collectively as "Lease Term."

4. SECURITY DEPOSIT. The total security deposit for Resident is \$0.00 (not to exceed one month's rent) ("Security Deposit"), due on or before the date this Lease is signed. This amount does not include an animal deposit. Any animal deposit will be stated in an Animal Addendum as set forth in Section 27 below.

Pursuant to Section 35-9A-201 of the Act, within **sixty (60) days** after termination of the tenancy and delivery of possession, the Security Deposit will be returned to Resident or Landlord shall provide Resident with an itemized list of amounts withheld.

The Security Deposit will be returned to Resident if the following conditions are met:

- Full term of this Lease has expired or this Lease was terminated by mutual consent of the Landlord and Resident.
- No damage to the Leased Premises beyond normal wear and tear to Landlord's property, appliances, window coverings, and carpet (stains, burns, tears, etc. are not considered normal wear).
- Unit is left in its original condition (normal wear and tear exempted).
- Unit (including appliances, bathrooms, closets, cabinets, fixtures, etc.) is in broom clean condition with all rubbish, debris, and discards placed in the Community's outside refuse containers.
- All Unit, mailbox, and other assigned keys or access cards are returned in person to Landlord's personnel.
- No breach of this Lease and/or Rules (defined herein) has occurred that has not been cured.
- This Security Deposit is not rent and shall never be applied by the Resident as payment in whole or in part of any rent payments due; including the last month's Rent payment under this Lease. In the event of any violation of the terms of this Lease by the Resident or in the event of any damage to property beyond fair and normal wear, deductions against the Security Deposit exceeding the amount of the Security Deposit shall immediately become due and payable from the Resident.
- In the event Landlord elects to repair damage to the Landlord's property caused by Resident during the term of this Lease, the cost of such repair shall be deducted from the Security Deposit and Resident shall promptly deposit with the Landlord that amount necessary to re-establish the required Security Deposit.

Upon termination of the tenancy, money held by the Landlord as security may be applied to the payment of accrued rent and the amount of damages which the Landlord has suffered by reason of the Resident's noncompliance with Section 35-9A-301 of the Act, all as itemized by the Landlord in a written notice delivered to the Resident together with the amount due sixty (60) days after termination of the tenancy and delivery of possession and demand by the Resident.

Landlord shall mail, by first class mail, the Security Deposit or itemized accounting, or both, to the valid forwarding address provided by Resident, the last known address of the Resident or, if none, to the Resident at the address of the Unit. Any deposit unclaimed by the Resident as well as any check outstanding shall be forfeited by the Resident after a period of ninety (90) days.

RESERVATION FEE. The total non-refundable reservation fee for Resident is \$0.00 (not to exceed one month's rent), due on or before the date this Lease is signed.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 key(s) to the Unit, 1 mailbox key(s), 1 bedroom key, and 1 other access device(s) for gate and clubhouse access. Any resident, occupant, or spouse who, according to a remaining resident's

affidavit, has permanently moved out or is under court order to not enter the Unit, is (at our option) no longer entitled to occupancy, keys, or other access devices.

Your Unit will be (check one): ☒ Furnished, ☐ Partially Furnished, ☐ Unfurnished.

6. RENT AND CHARGES. Rent and Charges in the amount of \$6,083.40 ("Rent") for the Lease Term is payable in advance in 12 equal installments of \$506.95 for Rent, in advance and without demand at the on-site Manager's office or our online payment site According to Section 35-9A-164 of the Act, you may not withhold payment of Rent to us while in possession of the Leased Premises.

Notice of Electronic Check Conversion. We use electronic check conversion for payment processing of all checks & money orders brought into the office. This means that the funds must be available at the time you make the payment.

The first installment of Rent is due on or before the first (1st) day of the month in which this Lease begins. Otherwise, you must pay Rent on or before the first (1st) day of each month ("Due Date") with no grace period. Rent is payable by check, MoneyGram, cashier's check or credit card. You have no right to withhold Rent for any purpose, even an act of God, or to reduce or offset Rent payable to us by any of your costs or damages against us. We may, at our option, require at any time that you pay all Rent and other sums by online credit payment, certified or cashier's check, MoneyGram, or one monthly check rather than multiple checks, but we will not accept personal checks after the **TENTH (10th) day** of the month. Cash, international funds, or temporary checks will not be accepted. *If you don't pay all Rent before the **FOURTH (4th)** day of the month, and Landlord has not given notice to vacate before that date, you must pay an initial late charge of \$50 plus a late charge of \$0 per day after the Due Date until paid in full. Daily late charges will not exceed thirty (30) days for any single month's rent.* If you pay Rent with a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a MoneyGram, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by MoneyGram, cashiers/certified check, or credit card. You will also pay a charge of **\$35** for each returned check or rejected automatic electronic draft, plus initial and daily late charges from the Due Date until we receive acceptable payment. If you do not pay Rent on time, you will be delinquent and all remedies under Applicable Law and this Lease will be authorized.

COMMUNITY FEE. Resident agrees to pay a non-refundable community fee of \$ (the "Community Fee"). This fee is designed to defray Landlord's costs in providing and maintaining certain services, amenities, and common areas at the Community. These may but do not necessarily include the following services, amenities and common areas (if applicable): Club House; Business Center; Fitness Center; Pool and Spa (excluding water); Dog Park; Pest Control Service; Playground; Landscaping (excluding water); Natural Gas; Grounds Porter; Parking Lot Maintenance; Roof Maintenance; Courtesy Patrols; Trash Service; and Common Area Lighting.

The Community Fee does not cover all of the Community's expenses in these areas, and the Landlord may or may not provide all of these services or amenities, and certain services and amenities may be suspended, interrupted or discontinued at any time without reduction in or proration of the Community Fee. No part of the property's monthly water and sewer bill is included in the community fee.

This amount of the Community Fee is freely contracted between the parties at the signing of this Lease and is not to be returned to the Resident under any circumstances; this non-refundable Community Fee belongs to the Landlord and is fully earned at the signing of this Lease. The Community Fee is openly charged and agreed to by the Resident.

7. UTILITIES. Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum, which is attached hereto and incorporated herein by reference. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Leased Premises or any damage directly or indirectly caused by the interruption, surge or failure. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Landlord or the local utility(ies)), Landlord shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the term of this Lease. In such event, Resident expressly agrees to pay an annual fee of up to \$60 in connection with such utility billing services. Landlord reserves the right to submeter the Unit.

8. **INSURANCE.** The Resident assumes all responsibility for any and all damage to the Resident's Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent or willful conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent. The Resident acknowledges that the Resident is responsible for damages, including but not limited to the cost of any repairs needed by the Unit or any other part of the Community, caused by such conduct or omissions. To the extent permitted under Applicable Law, the Owner may recover its reasonable attorneys' fees and court to the leased premises and/or any other part of the Community caused by such conduct or omissions.

The Resident is required to elect one of the following options. Resident shall have deemed to elect the first option below if proof of third-party insurance is not provided prior to occupancy of Resident's Unit.

☐ Resident elects to have the rent due under this Lease increased by the amount of \$11.95 per month as consideration for Owner's waiver of any and all liability the Resident may have for any damage to the Resident's Unit, including but not limited to damage from fire, water and pipe leaks, caused by the negligent conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent, up to One Hundred Thousand Dollars (\$100,000). This waiver does not apply to any damage to the Resident's Unit in excess of One Hundred Thousand Dollars (\$100,000), or any damage, in any amount caused by the intentional acts or omissions of any person. This waiver includes only the Resident's liability to the Owner for certain damages arising out of the Lease Agreement, and is not intended to, does not, and shall not be construed to, waive any liability of the Resident for any other cause or to any other party. The Owner's waiver of liability under this section does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of an increase in the rent due under this Lease Agreement, certain liability of Resident to Owner arising out of this Lease Agreement. For the avoidance of doubt, the Resident shall not be liable for any loss of damage to Resident's personal property or belongings.

☐ Resident elects to maintain for the duration of the subject lease period, liability insurance issued to the Resident by an authorized insurance company with a limit of liability of not less than \$100,000, that expressly identifies the Owner as an "additional insured" or "loss payee", and provides coverage for any and all damage to the Resident's Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's content. Prior to occupancy of the lease premises and at the inception of each lease renewal period, the Resident shall provide the Owner with a copy of the policy or other evidence of such liability insurance coverage in effect. In the event the Resident fails at any time during the period of this Lease or any renewal hereof to provide such evidence of liability insurance coverage in effect to the Owner, in addition to any other remedies available to the Owner for break of this Lease Agreement by the Resident, shall have the right, but not the obligation, to elect the first option on behalf of the Resident and increase the rent due under this lease in the amount of \$11.95 per month as consideration for Owner's waiver of the Resident's liability, as provided in the first option.

The Owner shall not be liable for any loss of damage to Resident's personal property or belongings. The Owner is not responsible to, do not, and will not, obtain or provide insurance covering loss or damage to the personal property or belongings of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent. The Resident is responsible to produce and maintain any insurance covering such loss or damage.

9. **SECURITY DEVICES. Keyed lock(s) will be re-keyed after the prior resident moves out. The re-keying will be done either before you move in or within seven (7) days after you move in.**

What You Are Now Requesting. Subject to limitations, you may at any time ask us in writing to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; or (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

☐ One keyed deadbolt lock on exterior door ☐ Security bar on sliding glass door ☐ Change/rekey locks or latches. If no item is filled in, then you are requesting none at this time.

PAYMENT. We will pay for missing security devices that are required by Applicable Law, if any. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless Applicable Law

authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

SPECIAL PROVISIONS AND "WHAT IF" CLAUSES

10. SPECIAL PROVISIONS. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form. ***ALL ATTACHED ADDENDA ARE INCORPORATED HEREIN AND APPLY HERETO.***

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. There is no early termination clause in this Lease. You will be liable to us for a reletting charge of **85%** of the highest monthly installment of Rent due during this Lease Term if you:

1. Fail to move in; or
2. Move out without prior written approval; or
3. Move out without paying Rent in full for the entire Lease Term or renewal period; or
4. Move out at our demand because of your default; or
5. Are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. It is not a release. See following paragraph.

NOT A RELEASE. The reletting charge is not a cancellation or buyout fee. It is an agreed-to liquidated amount covering only part of our damages; that is, our time, effort, and expense for finding processing a replacement resident. These damages are uncertain and difficult to ascertain – particularly those relating to administrative, marketing, make-ready, inconvenience, and paperwork. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting efforts 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 the following: future or past-due Rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due under this Lease.

Arch Troy IS LOCATED IN A COMMUNITY IN WHICH IT IS DIFFICULT TO RELEASE OR RELET A UNIT ONCE YOU HAVE SIGNED THIS LEASE. WE CANNOT PROVIDE ASSURANCES AND WE DO NOT REPRESENT THAT YOUR LEASED PREMISES WILL BE RELET OR THAT A REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE SPACE IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION, SAVE AND EXCEPT AS PROVIDED FOR UNDER SECTION 20 OF THIS LEASE.

12. DAMAGES AND REIMBURSEMENT. You must submit payment in full for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the Unit or the Community, within **thirty 30 days** after the event giving rise to such, due to: a violation of this Lease (including the Community Rules and Regulations and other addenda to this Lease); improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. Subject to Applicable Law, you will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease. 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. All such rights are hereby expressly reserved and are subject to the Act.

REMOVAL AFTER SURRENDER, ABANDONMENT, OR UNLAWFUL DETAINER ACTION. We or law officers may remove or store all property remaining in the Bedroom, the Unit or the Community Common Areas (including any vehicles you or any occupant or guest owns or uses) if the Resident leaves property in the Leased Premises for more than fourteen (14) days after termination of this Lease. Pursuant to the Act, Landlord has no duty to store or protect the Resident's property in the Unit and may dispose of it without obligation. We are not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's installation of the Rent when or before the Lease Commencement, all future installments of Rent will be automatically accelerated without notice and immediately due to the extent allowable under Applicable Law. We also may end your right of occupancy and recover damages, future rent, reletting charges, and any and all other lawful charges. Our rights, remedies and duties under Sections 11 and 32 apply to acceleration under this Section.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No Rent increases or changes to this Lease are allowed before the Initial Lease Term ends, except for changes allowed by any special provisions in Section 10, by a written addendum or amendment signed by you and us, or by reasonable changes of the Rules (defined herein) allowed under Section 17.

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not responsible for the delay. This Lease will remain in force subject to abatement of Rent on a daily basis during delay.

In the event Landlord cannot deliver possession of the Leased Premises to Resident on the Lease Commencement Date through no fault of Landlord or its agents, Rent abates until possession is delivered to the Resident and the Resident may either (1) terminate this Lease upon written notice to the Landlord and within five (5) days thereafter the Landlord shall return all prepaid Rent and the Security Deposit; OR (2) demand performance of this Lease and the Rent herein provided shall not abate; provided, however; Landlord shall provide substitute living accommodations (which may be a hotel room comparable to the Leased Premises, based on a monthly rate comparable to the Leased Premises monthly rate, availability, and other factors as dictated by hotel) until possession of the Leased Premises is given. Landlord shall provide the residents of the Unit with access to one (1) 10'X'10' climate controlled storage space during the period that Resident does not have possession of the Leased Premises. Landlord or its agents shall have thirty (30) days after the Lease Commencement Date in which to give possession of the Leased Premises to Resident, and if possession is tendered within such time, Resident agrees to accept the Leased Premises. In the event possession cannot be delivered within such thirty (30) day period, then this Lease and all rights and obligations hereunder shall terminate upon conclusion of the thirty (30) day period from the Lease Commencement Date. Should this Section be applicable, the Landlord shall perform the latter of the foregoing options unless Landlord receives written notice from the Resident terminating this Lease.

Rent abatement does not apply if delay is for cleaning or repairs that don't prevent Resident from occupying the Leased Premises.

16. DISCLOSURE RIGHTS. If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes or for any other legitimate purpose, as determined by Landlord, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your unit.

WHILE YOU'RE LIVING IN THE UNIT

17. COMMUNITY RULES & REGULATIONS. You and all guests and occupants must comply with the Community Rules and Regulations, included herewith and incorporated herein as an addendum to this Lease, and any written rules applicable to the Community, including instructions for care of our property which are included herewith, a current copy of which has been furnished to you ("Rules"). The Rules are considered part of this Lease and are incorporated herein for all purposes. We may make reasonable changes to written rules, effective immediately, upon their distribution to you, and rules are applicable to all units in the Community and do not change dollar amounts on this Lease. You must comply with any subdivisions or deed restrictions that apply.

18. LIMITATIONS ON CONDUCT. The Unit and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with the Rules and posted signs. Glass containers are prohibited in or near pools and all other portions of the Community Common Areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies; or solicit business or contributions. The Leased Premises shall be used for residential purposes only, except to the extent other incidental non-residential uses are hereinafter specifically permitted. Conducting any kind of business (including child-care services) in your Unit or in the Community is prohibited, except that a 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 Unit for business purposes. We may

regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in the Community Common Areas.

We may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease or the Rules, or disturbing other persons, residents, neighbors, visitors, or Landlord representatives. We may also exclude from the Community 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.

19. PROHIBITED CONDUCT. You or your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the Community; disrupting our business operations; manufacturing, cultivation, importation, transportation, possession, furnishing, administering, using, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; illegal use, manufacture, importation, possession, furnishing, or discharging of a firearm or firearm ammunition in the Community, except for the use or discharge of a firearm or firearm ammunition in cases of self-defense, defense of a third party, or as permissible in Ala. Code § 13A-3-23; displaying or possessing a gun, knife or other weapon in the Community in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the Unit with a gas-operated cooking stove or oven; injuring our reputation by making bad faith allegations against us to others; smoking inside any Unit in the Community, any enclosed area in the Community, or within 30 feet of any doorway, entranceway, window, cooling/heating system, or ducting of any Unit or building in the Community. Further, the Resident shall comply with section 35-9A-301 of the Act. Engaging in any of the foregoing activities and/or noncompliance of section 35-9A-301 of the Act, shall be considered material noncompliance of this Lease under section 35-9A-421 of the Act.

The fact that you and your Roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your Roommate or a potential roommate was not truthful on their roommate preference card, we are not liable unless provided otherwise under Applicable Law.

Resident and his/her guests will not engage in or permit the Unit to be used for criminal activity, including drug - related criminal activity and will not engage in the manufacture, cultivation, importation, transportation, possession, furnishing, administering, use, sale or distribution of illegal drugs at any location, whether on, or near, the Community. It is YOUR responsibility, not Arch Troy's responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above shall be a material violation of this Lease and may be cause for termination of tenancy, but may not release you from your financial obligations under this Lease.

20. RELEASE OF RESIDENT. Resident may have special statutory rights to terminate this Lease early in certain situations involving sexual assault or sexual abuse, family violence or a military deployment or military transfer.

21. CANCELLATION. If written cancellation is received within seventy-two (72) hours of the date the Resident signed this Lease, this Lease will be void without penalties; unless we have received the first installment of Rent and/or Resident has been issued keys.

22. PARKING. We may regulate the time, manner and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside a Unit or on sidewalks, under stairwells, or in handicapped parking areas. All vehicles owned or operated by you may be required to have a Community parking sticker if we have so designated. If provided, guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces if provided, are available on a first come, first served basis. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if a vehicle:

- has a flat tire or is otherwise inoperable; or
- is on jacks, blocks or has wheel(s) missing; or
- takes up more than one parking space; or
- belongs to a resident or occupant who has surrendered or abandoned its Leased Premises; or
- is in a handicap space without the legally required handicap insignia; or

- is in a space marked for office visitors, managers, or staff; or
- blocks another vehicle from exiting; or
- is in a fire lane or designated no parking area; or
- is in a space marked for other resident(s) or unit(s); or
- is on the grass, sidewalk, or patio; or
- blocks garbage trucks from access to a dumpster; or
- has no current license, registration or inspection sticker, and we give you at least ten (10) days' notice that the vehicle will be towed if not removed.

WARNING; YOUR VEHICLE WILL BE TOWED IF YOU FAIL TO COMPLY WITH THE COMMUNITY'S PARKING POLICIES.

23. Military Personnel Clause. The Service members Civil Relief Act ("SCRA") applies to this Lease. Resident may terminate this Lease if Resident demonstrates that Resident meets the requirements under the SCRA and any applicable state law.

24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in Section 36. Window screens are not for security or keeping people from falling out.

SMOKE DETECTORS. We will furnish smoke detectors as required by Applicable Law, and we will test them and provide working batteries when you first take possession. After that, 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. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. **If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one month's rent.** You also will be liable to us and others if: (1) you fail to report malfunctions of the smoke detector, or (2) any loss, damage, or fines result from fire, smoke or water.

CASUALTY LOSS. Subject to Applicable Law, we are not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from casualty losses including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for twenty-four (24) hours a day during freezing weather, (1) keep the Unit heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold water faucets. You will be liable for damage to our and others property if damage is caused by broken water pipes due to your violating these requirements. If, in the opinion of Landlord, the Unit should become untenable during the term of this Lease because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Resident to similar accommodations within the Community and repair and restore the Unit. If such damage or destruction to the Unit was not the fault of Resident or Resident's guests or invitees, Resident's obligations under this Lease shall terminate if Landlord terminates this Lease or does not furnish Resident with similar accommodations within the Community. If damage or destruction of the Unit or its furnishings is determined to be the fault of the Resident or Resident's guests or invitees, then Resident agrees to pay for all repairs and damages (including replacement costs) to the Unit beyond that attributed to normal wear and tear.

CRIME OR EMERGENCY. Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. **You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.** Even if previously provided we are not obligated to furnish security personnel, patrols, lighting, gate or fences or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

EXTENDED PHYSICAL ABSENCE. If you are absent from the Leased Premises for an extended period of time at any point during the Lease Term, you agree to periodically check-in on the Leased Premises. You understand that you are fully responsible for your Bedroom and a pro rata share of the Unit Common Areas if preventable property damage (including, but not limited to, damage caused by water leaks, power outages, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in-progress, etc.) occurs during your extended absence. You are fully liable for mold growth that occurs during an extended absence by you.

RESIDENT SHALL PROVIDE NOTICE TO LANDLORD OF EXTENDED ABSENCE. With the exception of winter break (during mid-December to mid-January), Resident shall provide written notice to the Landlord of his/her anticipated absence from the Leased Premises in excess of fourteen (14) days, no later than the fifth (5th) day of the extended absence. Willful failure to provide such notice may result in recoverable damages by the Landlord. Further, Landlord may enter the dwelling unit at times reasonably necessary during any period of Resident's absence in excess of fourteen (14) days.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the Unit, fixtures, and furniture AS IS, except for conditions materially affecting the health or safety of ordinary persons and duties imposed on us by law. WE DISCLAIM ALL OTHER IMPLIED WARRANTIES AND MAKE NO EXPRESS WARRANTIES TO YOU. You'll be given an "Inventory and Condition" form on or before move-in. Within forty-eight (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.

You must use customary diligence in maintaining the Unit and not damaging or littering the Community Common Areas. Unless authorized by Applicable Law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise make any alterations to the Unit or Community. No holes or stickers are allowed inside or outside the Unit. But we will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless the 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 agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Unit. After that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the Unit (whether or not we consent) become ours unless we agree otherwise in writing.

26. MAINTENANCE, ALTERATIONS AND REPAIR.

- a. You are responsible for and will take good care of the Leased Premises. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Unit or any part of the Community without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within **ten (10) days** after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Unit or Community or any part of the Leased Premises, including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Unit by other residents of the Unit if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within **ten (10) days** after we send you an invoice. Your obligations to pay the charges described in this Section will survive after the ending of this Lease. All damages will be billed to you within **ten (10) days**.
- b. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- c. Except in the event of an emergency, if you have a request for repairs or services to any part of the Community or the Unit, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and

reconnections, but during that time you cannot stop payment of or reduce the Rent except to the extent allowed by law.

- d. Subject to Applicable Law, neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Leased Premises or Community because we or the Manager are making repairs, alterations or improvements to the Leased Premises, Unit or Community. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- e. Subject to Applicable Law, Landlord is not liable to you or your guests for personal injury or damage loss of personal property from any cause, including but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our negligence or the negligence of the Manager. We urge you to obtain your own insurance for losses due to such causes.

27. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids and insects) are allowed, even temporarily, anywhere in the Unit or the Community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum (which will be incorporated herein as part of this Lease, the "Animal Addendum") and pay the fees and/or deposit required under the Animal Addendum. If any conflict or inconsistency exists between the terms of the Animal Addendum and other parts of this Lease, the Animal Addendum will control. We will authorize a support animal for a disabled (handicapped) person or other person entitled to a support or service animal under applicable law. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you may be subject to charges, damages, an unlawful detainer action, and other remedies provided in this Lease or under the Act. If an animal has been in the Unit at any time during your term of occupancy (with or without our consent) we will charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the Unit, a forty-eight (48) hours' written notice of intent to remove the animal, and (2) following the procedures of Section 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we will not be liable for loss harm, sickness, or death of the animal unless due to our negligence. We will 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.

28. RIGHT OF ACCESS. Landlord may enter the Unit and Leased Premises at reasonable times for purposes of maintenance or compliance with this Lease or applicable provisions of the Act upon two (2) days' written notice to Resident of Landlord's intent to enter. If Resident or a Roommate requests repairs or maintenance or improvements to the Unit, that shall be consent for the Landlord to enter into the Unit and make the repairs, maintenance, or improvements as requested by the Resident or Roommate. In the case of an emergency and/or if it is impractical to provide two-days' notice, Landlord, and/or any of its agents, shall have the right of access to the Unit and Leased Premises at any time without notice to the Resident or Resident's consent. During any absence of the Resident in excess of fourteen (14) days, the Landlord may enter the Unit and Leased Premises at times reasonably necessary. Resident authorizes Landlord to show the Unit and Leased Premises to prospective renters after Resident has given notice of termination. The Landlord will be conducting periodic inspections and visitations for the purposes of pest control, water meter readings, and preventative maintenance repairs. Notice will be given of such inspections and visitations as provided herein and in compliance with Section 35-9A-303 of the Act. Where written notice to Resident is not required by this Lease or Applicable Law, Landlord may contact Resident via text message or email at the cell phone number or email address provided by Resident (or any other cell phone number or email address which Resident provides to Landlord in writing).

RELETTING

29. RELETTING CHARGE. See Section 11 of this Lease for details regarding the reletting charge.

30. ASSIGNMENT OR SUBLETTING. You may not assign this Lease, change roommates or sublet the Unit or Leased Premises or any portion thereof without our express written consent. If we consent to an assignment of this Lease or a sublease of the Leased Premises, all Rent and other payments must be made by the assignee or sub-resident directly to us. All assignees and sub-residents

approved by us agree to comply with all the terms of this Lease as if they had originally executed this Lease. You will remain liable to us for payment of the Rent and other sums due under this Lease and for performance of the obligations contained in this Lease even after an assignment or sublease is approved by us. Our consent to one assignment or sublease will not be construed as consent to any further request for an assignment or sublease or a waiver of our right, in our discretion, to consent to future requests. WE ARE NOT RESPONSIBLE FOR FINDING YOU A SUBRESIDENT OR ASSIGNEE.

DEFAULT

31. **DEFAULT BY RESIDENT.** You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, the Rules, any unit rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into the Leased Premises after completion of all required documentation, or, if you abandon the Leased Premises (that is, you appear to have moved out before the end of the Lease Term, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for **fourteen (14) consecutive days**;
- d. You or the Guarantor(s) has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- e. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in Applicable Law;
- f. Any illegal drugs or illegal drug paraphernalia are found in the Unit (whether or not we can establish possession); or
- g. You fail to pay any fine, charge, or penalty within **ten (10) days** after it is levied in accordance with this Lease or the Rules.
- h. Any of the utilities which are payable by you or the other residents of the Unit are disconnected or shut off because of nonpayment.
- i. You or any other person on the Leased Premises with your consent willfully or intentionally commits a violent act;
- j. You or any other person on the Leased Premises with your consent behaves in a manner that constitutes or threatens to be a real and present danger to the health, safety, or welfare of the life or property of other residents within the Community; or
- k. You or any other person on the Leased Premises with your consent creates a hazardous or unsanitary condition within the Leased Premises or Community Common Areas that affects the health, safety or welfare of the life or property of other Residents or persons within the Community.

32. **REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than as provided in this Section and/or required by the Act) and in addition to other remedies as allowed by the Act and other Applicable Law:

- a. Collect any fine imposed by this Lease, including the Rules or other lease addenda;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating this Lease;
- c. Terminate this Lease and/or your right to occupy the Leased Premises and institute an action for against you for eviction by giving you at least 7 business days' written notice specifying the breach and the date of termination of this Lease;
- d. At Landlord's option, declare all unpaid Rent due for the remainder of the term of this Lease to be immediately due and payable, and sue to collect all such Rent and other sums which would become due until the Expiration Date or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the reletting charge of 85% of one month's rent).
- e. Report all violations to credit reporting agencies;
- f. Do any combination of a, b, c, d, or e; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on or before the Lease Commencement; however, we will retain an amount of **\$200.00** as a lease cancellation fee (such amount not to exceed **85% of one month's rent**). All unpaid amounts will **bear interest at 18% per year** from the date originally due through the date of payment.

33. WAIVER OF A JURY TRIAL; LIMITATION ON ACTIONS. TO MINIMIZE LEGAL EXPENSE, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUE, COMMON LAW AND/OR RELATED TO THIS LEASE SHALL BE TO A JUDGE AND NOT A JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, RESIDENT ALSO AGREES AND UNDERSTANDS THAT ANY LEGAL ACTION AGAINST MANAGEMENT OR LANDLORD MUST BE INSTITUTED WITHIN ONE YEAR OF THE DATE OF ANY CLAIM OR CAUSE OF ACTION ARISES AND THAT ANY ACTION FILED AFTER ONE YEAR FROM SUCH DATE SHALL BE TIME BARRED AS A

MATTER OF LAW. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU HEREBY WAIVE YOUR RIGHT TO SEEK CLASS ACTION RELIEF RELATED TO THIS LEASE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING PROVISION AND THAT YOU ARE VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING YOUR RIGHT TO A JURY TRIAL. LANDLORD AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

GENERAL CLAUSES

34. ENTIRE AGREEMENT. This Lease, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing and initialing this Lease, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in this Lease, regardless of whether made orally or in writing prior to or contemporaneous with this Lease. The parties further acknowledge that they have freely entered into this Lease after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as to the meaning of its terms and the advisability of agreeing thereto. Resident acknowledges he has had an opportunity to request changes to this Lease, and agrees that the rule of the construction that a document should be construed most strongly against the drafter of the document does not apply to this Lease.

Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease 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. No action or omission by us will be considered a waiver of our rights or 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, is not a waiver under any circumstance. Except when notice or demand is required by Applicable Law, you waive any notice and demand for performance from us if you default. Written notice to or from our Manager constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given as well as any fax transmittal verification. Fax signatures are binding. All notices from Resident must be signed.

Exercising one remedy will not constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company acting on behalf of Landlord is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any pages invalidates this Lease. All notices and documents must be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. All Lease obligations must be performed in the county where the Leased Premises is located.

COMMUNITY CLOSURE. Landlord, in its sole discretion, may close and/or restrict access to (in full and/or in part any portion (or all) of the Common Areas for such periods of time as may be reasonably necessary to: (a) prevent the public from obtaining prescriptive rights; (b) make repairs or alterations; (c) comply with applicable law; (d) promote the health, safety, and/or well-being of tenant, visitors, and/or guests; and/or (e) for any reason permitted by law, and Resident's covenant to pay Rent and any other charges required to be paid by Resident hereunder shall not be in any way affected during any such closure.

MORTGAGEE'S RIGHTS. Resident's rights under this Lease shall at all times be automatically junior and subject to any mortgage assignment of rents and leases, financing statement or other security instrument, which is now or shall hereafter be placed on premises of which Community or any part of the Community is a part. If requested, Resident shall execute promptly any document that Landlord may request to specifically implement the subordination of this Lease to such security instrument. A mortgagee or other lender can elect to foreclose its security instrument subject to this Lease and your interests hereunder.

PARENTAL OR SPONSOR'S GUARANTY. The Guaranty Agreement(s) by Guarantor(s) is made a part of this Lease and acts as additional security in the event there are damages exceeding normal wear and tear, or in the event Rent is not paid.

Resident understands that the Landlord is relying upon the Resident's execution of this Lease in making lease space decisions and that it will remove the Leased Premises from its inventory of available lease space upon signing. Resident further acknowledges, understands and agrees that he or she has been advised that the Landlord will, nonetheless, require that a binding Guaranty Agreement(s) be executed if the Resident cannot prove monthly income according to rental criteria. Resident also understands that

Guarantee Agreement(s) must be obtained directly from the parent and sponsor and that the Landlord reserves the right, both civil and criminal, for any falsification or forgery of such guaranty, the Guaranty Agreement(s) constituting an essential inducement for the grant of this Lease by Landlord. Notwithstanding, the Resident acknowledges, understands and agrees:

- This Lease is fully binding regardless of failure to submit Guaranty Agreement(s)
- The Landlord reserves the right to exercise all available remedies for the Resident's failure to provide and to maintain Guaranty Agreement(s), including, but not limited to, bring an unlawful detainer action (without waiver of all other rights, including any lawful action to collect Rent due under this lease).

SHOULD ANY RIGHT, REMEDY, TERM, CONDITION AND/OR PROVISION OF THIS LEASE BE FOUND TO BE IN CONFLICT WITH THE ACT, THAT PARTICULAR RIGHT, REMEDY, TERM, CONDITION AND/OR PROVISION OF THIS LEASE SHALL BE SUBSTITUTED WITH THE CORRESPONDING ACT PROVISION(S). SUBJECT TO THE FOREGOING, ALL OTHER RIGHTS, REMEDIES, TERMS, CONDITIONS AND/OR PROVISIONS OF THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

35. PAYMENTS. Payment by Resident of all sums due under this Lease, including Rent, is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current Rent—regardless of notations on checks or MoneyGrams and regardless of when the obligations arose. All sums other than Rent are due upon our demand. After the due date, we do not have to accept the Rent or any other payments.

SECURITY GUIDELINES FOR RESIDENTS

36. SECURITY GUIDELINES. We care about your safety and that of other occupants and guests. No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Inform all other occupants in your Unit, including any children you may have, about these guidelines ("Security Guidelines"). We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your Unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with Section 9 of this Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts.
- Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes, or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.

- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

WHEN MOVING OUT

37. MOVE-OUT PROCEDURES. The move-out date cannot be changed unless Landlord and Resident both agree in writing. You will not move out before the Lease Term ends unless all Rent for the entire Lease Term is paid in full. Early move-out may result in reletting charges and acceleration of future Rent to the extent allowable under Applicable Law. You're prohibited from applying the Security Deposit to Rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the Unit before the **sixty (60)-day period** for deposit refund begins. You must give Landlord and the U.S. Postal Service, in writing, each Resident's forwarding address.

38. CLEANING. You must thoroughly clean the Leased Premises, 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, 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.)

39. 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.

40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You will be liable for the following charges, if applicable: unpaid Rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by 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 Unit and is missing; replacing dead or missing smoke detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Unit when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Section 12; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpster; false security alarm charges unless due to our negligence; animal-related charges; to the extent permitted by Applicable Law, government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned check charges; a charge (**not to exceed \$100**) for our time and inconvenience in our lawful removal of an animal or in any valid unlawful detainer proceeding against you, and any and all other sums as permitted by law. To the extent permitted by Applicable Law, you may be liable to us for: (1) charges for replacing all keys and access devices referenced in Section 5 if you fail to return them on or before your actual move-out date; (2) accelerated Rent if you have violated Section 31; and (3) a reletting fee if you have violated Section 11.

41. EMERGENCY ACCESS. If we believe an "Emergency Situation" exists such that you have died, are seriously ill, missing, or incarcerated (any one or all these events shall be referred to as "Emergency Situation") we MAY, at our option, but are not required to do so, permit any or all of the following person(s) to enter the Unit and remove all or some of your personal property, as well as your property in the mailbox, storerooms, Community Common Areas, and your vehicle(s):

Name: Dang Phong

Phone Number: +84 97 288 19 30

Address: Thuy Nguyen District Hai Phong City Viet Nam Hai Phomg, Haiphong City 180000

You acknowledge we may require certain documentation from the above individual(s), including but not limited to: affidavit(s), court order(s), proof of the Emergency Situation, and/or indemnification agreements as well as proof of identification of the above individual(s). In the event we erroneously permit access to the above individual(s) when there was no Emergency Situation, you agree to release us from any and all liability for permitting access by one of the above individuals, including for our own negligence.

42. ABANDONMENT. You have abandoned the Leased Premises when all of the following have occurred: (1) you appear to have

moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for **fourteen (14) consecutive days**, or water, gas or electric service for the Unit has been terminated for **seven (7) consecutive days**; and (4) you have failed to respond for **two (2) days** to our notice left on the inside of the main entry door, stating that we consider, the Unit abandoned.

A Unit is also "abandoned" **fourteen (14) days** after the death of a sole resident. As previously indicated herein, with the exception of winter break (during mid-December to mid-January), Resident shall provide written notice to the Landlord of his/her anticipated absence from the premises in excess of **fourteen (14) days**, no later than the first day of the extended absence.

Surrender, abandonment, or judicial unlawful detainer action ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the Leased Premises; determine any Security Deposit deductions; and remove property left in the Unit. Surrender, abandonment, and judicial eviction, and the acceptance by Landlord of Resident's keys to the Unit, are not an accord and satisfaction, do not relieve Resident from its obligations to pay rent required under this Lease, and do not limit Landlord's remedies.

43. HOLDOVER. If you still occupy the Leased Premises past the Expiration Date, the date contained in your move-out notice, or the date on which we notify you to leave the Leased Premises, then we may bring an action for possession and if your holdover is willful and not in good faith we may also recover an amount equal to not more than three (3) months' periodic rent or the actual damages sustained by us.

44. REQUIRED AGENT DISCLOSURE. As required by Section 35-9A-202 of the Act, the Landlord's authorized agent ("Authorized Landlord Agent") is authorized by Landlord to enter into this Lease on behalf of Landlord and is further authorized to act for and on behalf of the Landlord for the purpose of service process and receiving of notices and demands. The address of the Authorized Landlord Agent is 950 Corbindale Road Suite 300 Houston, Texas 77024. Landlord reserves the right to change the identity and address of the Authorized Landlord Agent at any time and to notify Resident of any such change. The name and business address of the person or entity authorized to manage the Community is Asset Campus Housing ("Manager"). Manager is authorized to act for us on our behalf for purposes acceptance of service of process and for receipt and deliver of notices and demands. Written notice to or from the Manager constitutes notice to or from us.

45. BARBEQUE GRILLS. SHOULD YOUR UNIT BE LOCATED WITHIN TUSCALOOSA CITY LIMITS, THE FOLLOWING WILL APPLY:

THE USE OF BARBECUE GRILLS (GAS CHARCOAL OR ANY OPEN FLAME) IS PROHIBITED ON BALCONIES OR PATIOS. THIS IS A CITY LAW AND RESIDENT WILL BE SUBJECT TO THE CITY'S FINE, WHICH LANDLORD BELIEVES TO BE \$500.00. IF ANY FINE IS IMPOSED BY THE CITY UPON THE LANDLORD, RESIDENT WILL ALSO BE REQUIRED TO PAY IT AS ADDITIONAL RENT. ADDITIONALLY, BECAUSE OF THE SEVERE RISKS INHERENT WITH ANY VIOLATION OF THIS RULE AND REGULATION AND THE DAMAGES (FOR EXAMPLE SMOKE DAMAGE) CAUSED TO, OR RESULTING FROM, THE VIOLATION OF THIS RULE AND REGULATION, THE LANDLORD WILL ALSO IMPOSE A DAMAGE ASSESSMENT/FINE/PENALTY UPON RESIDENT IN AN AMOUNT REASONABLY DETERMINED BY LANDLORD (BASED UPON LANDLORD'S CURRENT REASONABLE DETERMINATION, THE AMOUNT IS \$500.00), PAYABLE AND CONSIDERED AS ADDITIONAL RENT, EACH TIME RESIDENT VIOLATES THIS RULE AND REGULATION.

ALL GRILLS ARE PROHIBITED ON THE PREMISES OF THIS COMMUNITY.

46. APPLICABLE LAW. This Lease is entered into in the State of Alabama, and the rights and obligations of Landlord and Resident hereunder are subject to all applicable local, state and Federal laws, statutes, regulations and ordinances, as amended and in effect from time to time ("Applicable Law"). Applicable Law expressly includes the Act. If any provision of this Lease is held to be invalid or unenforceable under Applicable Law, then such provision shall be deemed to be amended so as to be in conformity with Applicable Law, and the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby. In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.

47. TIME IS OF THE ESSENCE. Whenever this Lease provides a time period for Resident to act, time is of the essence.

48. PRONOUNS. The use of a masculine pronoun shall be deemed to include the feminine pronoun, and vice versa, when applicable.

49. CLASS AND REPRESENTATIVE ACTION WAIVER. Landlord and Resident agree to bring, be a party to, and/or participate in any dispute arising out of or in any way related to this Lease on an individual basis only, accordingly: (a) to the extent allowable under Applicable Law, **LANDLORD AND RESIDENT WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A CLASS AND/OR COLLECTIVE ACTION** and agree that no legal tribunal of any kind should hear or preside over any such dispute ("Class Action Waiver"). Notwithstanding any other clause contained in this Lease, in any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction and subject to any agreement to jurisdiction in this Lease, but the portion of the Class Action Waiver that is enforceable shall be fully enforced.

YOU ARE LEGALLY BOUND BY THIS DOCUMENT.

PLEASE READ CAREFULLY. DO NOT SIGN IF YOU ARE NOT IN AGREEMENT OR IF YOU HAVE A DIFFERENT UNDERSTANDING. WE SUGGEST THAT YOU TAKE A COPY OF THESE DOCUMENTS TO AN ATTORNEY FOR REVIEW PRIOR TO SUBMITTING THE RENTAL APPLICATION OR SIGNING THIS LEASE.

AS STATED IN – ENTIRE AGREEMENT – THIS LEASE, INCLUDING ANY EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS, ENCOMPASSES THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDES ALL PREVIOUS UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN. THERE ARE NO PROMISES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS OTHER THAN THOSE THAT ARE CONTAINED HEREIN OR IN THE EXHIBITS, APPENDICES, ADDENDA, SCHEDULES, AND AMENDMENTS HERETO.

ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THIS LEASE IF AGREED TO IN WRITING BY ALL PARTIES. YOU ARE ENTITLED TO RECEIVE AN ORIGINAL OF THIS LEASE AFTER IT IS FULLY SIGNED. KEEP IT IN A SAFE PLACE.

SHOULD ANY RIGHT, REMEDY, TERM, CONDITION AND/OR PROVISION OF THIS LEASE BE FOUND TO BE IN CONFLICT WITH THE ACT, THEN THE ACT SHALL GOVERN WITH REGARD TO THAT PARTICULAR RIGHT, REMEDY, TERM, CONDITION AND/OR PROVISION OF THIS LEASE AND THE APPLICABLE PORTION OF THE ACT SHALL BE SUBSTITUTED THEREFOR. SUBJECT TO THE FOREGOING, ALL OTHER RIGHTS, REMEDIES, TERMS, CONDITIONS AND/OR PROVISIONS OF THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

Resident Signature

Date

Landlord or Landlord's Representative

Date

UTILITY ADDENDUM

Apartment Community: Arch Troy

Date: 08/13/2020

Residents: Dang L Long ("Resident," "you," or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Utility Addendum ("Utility Addendum") will have the same meaning as given in the Lease.

1. **PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:
 - a. **Electric service and associated fees will be paid:**
 - ☐ By Us, entirely
 - ☒ By Us, up to a maximum of \$20 per month per leased bedroom. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - ☐ Direct-metered. Please see the description below
 - ☒ Sub-metering. Please see the description below
 - ☐ Flat Rate, the current flat rate is \$ per month
 - ☐ Allocation: . Please see the description below
 - ☐ By you, directly to the service provider
 - b. **Gas service and associated fees will be paid:**
 - ☒ By Us entirely
 - ☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - ☐ Direct-metered. Please see the description below
 - ☐ Sub-metering. Please see the description below
 - ☐ Flat Rate, the current flat rate is \$ per month
 - ☐ Allocation: . Please see the description below
 - ☐ By you, directly to the service provider
 - c. **Water/Sewer service and associated fees will be paid:**
 - ☐ By Us entirely
 - ☒ By Us, up to a maximum of \$10 per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - ☐ Direct-metered. Please see the description below
 - ☐ Sub-metering. Please see the description below
 - ☒ Allocation: 50/50 Occupants. Please see the description below
 - ☐ By you, directly to the service provider
 - ☐ By you, Flat Rate, the current flat rate is \$ per month

PUC rules requires the Landlord to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ per unit, varying from \$ for the lowest month's bill to \$ for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

- d. **Trash service and associated fees will be paid:**
☒ By Us entirely
☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 ☐ Flat Rate, the current flat rate is \$ per month
 ☐ Allocation: . Please see the description below
☐ By you, directly to the service provider
- e. **HVAC service and associated fees will be paid:**
☒ By Us entirely
☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 ☐ Sub-metering: You will pay for HVAC service based on the apartment unit's consumption measured by a measuring device. Specifically, the HVAC bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the amount of time or amount that HVAC utility was used in that apartment unit compared to the total amount of HVAC utility used by all of the apartment units at the Community. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.
 ☐ Flat Rate, the current flat rate is \$ per month
 ☐ Allocation: . Please see the description below
☐ By you, directly to the service provider
- f. **Cable service and associated fees will be paid:**
☒ By Us entirely
☐ By you, directly to the service provider, should you elect to establish service
- g. **Internet service and associated fees will be paid:**
☒ By Us entirely
☐ By Us (public wireless only) – dedicated service will be paid by You, should you elect to establish service
☐ By you, directly to the service provider, should you elect to establish service
- h. **Local telephone service and associated fees will be paid:**
☐ By Us entirely
☒ By you, directly to the service provider, should you elect to establish service

Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all residents in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease Term, Resident must notify Landlord in writing. No change in billing options is permitted until all residents have paid all amounts due under the current option and until Resident has signed a new Utility Addendum. If Resident chooses to change from Landlord's billing option to the provider option, Resident will not receive a refund of any portion of any previously paid administrative fees, if applicable.

2. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. We will remain the customer of record for the utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge. All line items that appear on the utility bill will be billed back to you including, but not limited to, trash, taxes, stormwater, and all other miscellaneous charges.

Sub-Metered. Your Unity is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the sub-

meter in your Unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.

- b. Your Unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The Unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

Allocation. You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent of the Community's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the Community. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the Community's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the Community. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
 - b. **Square Footage.** The Community's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the Community. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
 - c. **Occupants.** The Community's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the Community. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
 - d. **Factored Occupants.** The Community's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the Community. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
3. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we, at our sole discretion, may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Utility Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

4. You agree that we may estimate any and all utility charges above upon your move-out (or at any other time) and such amounts shall be deemed final. You are responsible for all setup, deposits, and activation fees of all utilities not paid for by us. The billing methods described above may be changed by us by providing you with 60 days prior written notice, and you acknowledge that in certain situations it is necessary to make a change to the billing method.
5. At our option, we may bill utilities through a utility billing company or directly by us. These utility charges will be considered as additional Rent. For utilities billed directly by our billing company, you must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not we bill you directly or through a utility billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility bill on time is difficult or impossible to determine, but you agree that in the event of a late payment, we and/or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether we bill you directly or through a utility billing company, utility payments are due as additional monthly Rent each month. The failure to make the utility payment is a

material and substantial breach of the Lease and will entitle the Landlord to exercise all remedies available under the Lease. The Landlord is entitled to use your security deposit to recover unpaid utility charges.

6. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Landlord or the local utility(ies)), Landlord shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the term of this Lease. In such event, Resident expressly agrees to pay an annual fee of up to \$60 in connection with such utility billing services. You acknowledge that the billing company is not a public utility. Any disputes related to the computation of your bills will be between you and us.
7. **General Information:**
 - a. Any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes – usually us, or a billing company.
 - b. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
 - c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within seven (7) days after we become aware of the issue.
8. Payment for your respective utilities is due no later than sixteen (16) days after the date that the bill is postmarked or hand delivered to your Unit. In order to avoid late fees, all amounts are due by or before the 1st of the monthly billing cycle. You are required to pay the amount due, in addition to Rent, to the same place that you make your regular Rent payments. If your payment is late, if your check does not clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease are available to us.
9. Utilities not paid by us must remain on, in your name, through the Lease end regardless of whether you have moved out, except and unless you have relet the Leased Premises pursuant to the terms of the Lease. Refusal to maintain utility service in your name, when required to do so, will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.
10. If Resident fails to place all applicable utilities in Resident's name as of the starting date of the Lease Term and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.
11. We may furnish to the Leased Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Leased Premises. We are not liable for any interruption, surge, inability to connect, failure or the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Landlord and Manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.

12. If you want additional cable channels, or alternative providers of cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services.

The installation of a satellite dish is not allowed.

13. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Utility Addendum and the Lease and will entitle the Manager to exercise all remedies available under the Lease.
14. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations, in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Manager or its employees. You release Manager and Landlord for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
15. Should any provision of this Utility Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

Resident Signature

Date

Landlord or Landlord's Representative

Date

ADDENDUM TO LEASE, COMMUNITY RULES AND REGULATIONS

The following Community Rules and Regulations (hereinafter referred to as "Rules" or "Addendum") are a binding part of your Lease with Landlord dated as of the date hereof. We provide these Rules for your benefit and the benefit of the other residents of Arch Troy. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Please further understand that any violation of one of these Rules constitutes a default in the Lease and provided by law. In accordance with your Lease, and Security Deposit, you will be charged for violation of these Rules in order to offset those increased cost. Such charges are due and payable at the same time as the succeeding month's Rent. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.

CERTAIN AMENITIES MENTIONED MAY NOT BE AVAILABLE AT YOUR COMMUNITY AND CORRESPONDING RULES MAY NOT APPLY.

1. **PETS.** Pets are not allowed at the Community or on the Leased Premises without the prior written consent of Landlord. The following shall apply to a violation of this policy:
First: A written warning will be issued to the Resident specifying the complaint along with a \$100.00 fine and Landlord may, in its sole discretion, declare the Lease to be in default. The Resident will be given until 9:00 a.m. the following day to find a home for the pet.
Second: A charge of \$300.00 will be assessed against the Resident, and the Landlord will declare the Lease in default.
The charges above DO NOT cover damages or destruction due to urine, carpet repair, etc. caused from a violation of this policy. \$25.00 fine will be given to any resident or guest who does not adequately pick up after their pet on site. This includes, but is not limited to pet waste, destruction of property by pet, or any material associated with pet.
2. **MOTOR VEHICLES AND PARKING.** When entering or leaving a designated parking area, any vehicle shall be operated carefully and at a speed not in excess of **ten (10) miles per hour. The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN A VEHICLES ARE NOT ALLOWED AT THE COMMUNITY.** Resident agrees to abide by all normal parking and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas, block trash receptacles or otherwise violate parking provisions in force from time to time. Resident shall not allow any vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative vehicle to be placed in the designated parking space or elsewhere in the Community. In the event of non-compliance, the vehicle shall be towed by the Landlord at the expense of the Resident. All parking shall be entirely at Resident's risk. Resident agrees to abide by the parking regulations established by Landlord. In the event parking decals shall be required, Resident agrees to display such decal as instructed. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident's vehicle and the vehicles of Resident's guests may be subject to being towed at Resident's expense or to fines put in force by the Landlord from time to time. Performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole discretion. Due to the chemicals in the city water and the continued problem of Resident(s)/guest(s) breaking sprinkler heads in landscaped areas, Landlord will not be held liable for streaking or sun spots caused by water hitting Resident('s)/guest('s) vehicle.
3. **DECORATING.** Resident may hang pictures or mirrors on the walls of the Unit utilizing bulldog picture hangers only. NO GLUE, TAPE, ADHESIVE PUTTY OR STICK-ON TYPE HANGERS, NAILS, SCREWS OR OTHER DEVICES SHALL BE USED WHATSOEVER. Excessive hanging of pictures, posters, mirrors or other items of similar nature will be treated as damage by Resident. DO NOT HANG ANYTHING ON THE DOORS. Waterbeds are not allowed in the Unit without the express written consent of the Landlord and only on the ground level.
4. **WINDOWS AND TREATMENTS.** Landlord provides blinds on windows and such blinds will not be removed or taken down. If Resident installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed by Resident or at Resident's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors or damage to any part of the Community, Unit, or Leased Premises caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Resident. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. No signs can be placed on the inside of the Unit that are visible from the exterior of the Unit. Windows and doors shall not be obstructed.

5. **PATIOS AND DECKS.** Patios and decks shall not have any clothes, rugs, towels, or other items hanging on or over balconies. Patios and decks will be kept neat and clean and will not be used for storage of automobile tires, unsightly or heavy items or garbage or refuse. Only outdoor furniture and related patio items may be placed outside. MAXIMUM CAPACITY IS LIMITED TO SIX (6) PEOPLE ON EXTERIOR DECKS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURIES DUE TO OVERLOADING OF DECKS. Landlord reserves the right to impose reasonable fines for the violation of this provision. ***Grills are not allowed on the decks or patios. Charcoal grills are allowed to be used on site, but must remain 15 feet away from the building during use. PROPANE TANKS are NOT allowed on site at any point in time. Landlord reserves the right to impose reasonable fines for the violation.***
6. **TRASH AND GARBAGE.** All trash and garbage shall be placed into dumpsters in locations designated by Landlord. Resident shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Residents (including, not limited to, cigarette butts, beverage bottles/cans in the Community Common Areas). No rubbish, garbage or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Unit or Community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should Resident fail to keep the yard of the Unit free from trash and garbage, Resident will be fined a **\$25.00** fee per bag (daily). This fee will also be charged if Resident:
- a) leaves trash or garbage by any entrance,
 - b) does not clean the Unit and the Community Common Areas (including the parking lot) by 9:00 a.m. the day after a party, or
 - c) (c) does not clean Resident's litter in and around the pool areas.
- *Management reserves the right to increase fines according to severity of violation.***
7. **SMOKING/CIGARETTE BUTTS.** Smoking is prohibited inside any unit in the Community and any enclosed area in the Community. All cigarette butts should be placed in designated containers. A fine of \$25.00 will be assessed for excess littering of cigarette butts outside of a unit. **CIGARETTE BUTTS DISCARDED IN LANDSCAPED AREAS ARE A FIRE HAZARD.**
8. **KEYS.** Landlord shall be entitled to retain a key to the Unit and mailbox for emergency usage or as otherwise permitted by this Lease. Landlord shall not be responsible for replacing lost or misplaced door or mailbox keys. Resident(s) shall not re-key any locks or install or replace any locks on or in the Unit or mailbox. Failure to return all keys will result in a \$50.00 penalty. If the Resident becomes locked out of the Unit, the Resident will be charged a minimum of \$50.00 to gain re-entry during non-business hours.
9. **DOORKNOBS/LOCKS.** Resident may not replace or change any doorknob/lock. If any lock, dead bolt, or other security device does not work, Tenant shall contact Landlord promptly.
10. **GUESTS.** Although Resident(s) may have visitors from time to time, it is understood that occupancy of the Leased Premises is expressly reserved for Resident only, and any person(s) occupying the Unit as a guest for more than **three (3) days** during the Term shall be treated as guests only if the Landlord is notified in writing by Resident and consents thereto. Otherwise, the occupancy of the Unit by an unauthorized guest in excess of **three (3) days** 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. Resident shall be responsible for Resident's guests to a reasonable number in light of the limited space available within the Unit. Residents shall not utilize Unit Common Areas or Community Common Areas in such a way as to impose upon other residents of the Community. Subject to Applicable Law, Landlord disclaims any responsibility for the safety or security of Resident's guests, and Resident will indemnify, defend and hold harmless Landlord against any cost, expense or loss of any kind arising out of or related to claims made by Resident's guests against Landlord.
11. **PLUMBING.** Resident shall not place any paper towels, sanitary napkins, tampons or Q-tips in any toilet. Resident shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Resident shall not permit any dirt, sweepings, rubbish, rags, ashes or other substance to be placed therein.
12. **APPLIANCES AND FIXTURES.** Resident shall keep appliance manuals together and refer to manuals if unsure how to use appliance. The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident, shall be paid by Resident.
- Ovens: Ovens are self-cleaning. DO NOT USE OVEN CLEANER.
 - Refrigerator: Please note that if the refrigerator is moved out too far or is not moved back carefully, the supply line to the icemaker may become loose or crimped causing minor to severe leaks. Any and all damage will be charged to Resident(s). Please call the office to set up an appointment with maintenance if help is needed.
 - Dishwasher: Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Please do not attempt to wash clothes in the dishwasher.
13. **UTILITIES.** During the months of cold weather, Resident will see that the heat is not cut off and the thermostat shall not be set lower than 50 degrees Fahrenheit and Resident shall take any other necessary steps to prevent bursting of water pipes serving Unit. Resident shall be liable for any and all damages caused by failure to take such reasonable precautions, including damage to

personal property of others. Resident must keep utilities (electricity, water, etc.) turned on throughout the Lease Term to maintain appliances in operating order and provide heat in cold months. During vacations, DO NOT TURN OFF POWER, power affects refrigerator – food spoilage, heat-water pipes and security system. Any damages from utilities being turned off until Landlord gains possession shall be paid by Resident. If Resident chooses not to live in the Unit at any time during the Lease Term, Resident is still responsible for his/her portion of all utilities until the Expiration Date.

14. **POWER FAILURE.** In the event of power failure, Resident(s) shall check the circuit breaker inside the Unit before reporting such power failure to Landlord.
15. **LIGHT BULBS.** Resident, at Resident's expense, shall be responsible for replacement of all interior/exterior light bulbs and tubes. All bulbs and tubes must be operational at the time the Resident vacates the Unit. Colored bulbs are not allowed in front door or back door exterior light fixtures. Residents may not remove front or back door exterior light bulbs or globes. Landlord reserves the right to impose a reasonable charge for replacement of front or back door exterior light bulbs or globe if removed. Resident needs to make an appointment with maintenance if help is needed replacing fluorescent or other bulbs.
16. **CARPET.** Use caution with the following substances as they will bleach/stain your carpet; fingernail polish remover, acne medicine, bleach, plant food, Kool-Aid and grape juice.
17. **COUNTER TOPS.** Residents shall not use the counter top as a cutting board.
18. **AIR CONDITIONING FILTERS.** Landlord shall have the return air filters changed in a manner deemed appropriate to Landlord to insure proper maintenance of the heating and cooling units. Landlord shall be entitled to enter the Unit to perform such maintenance.
19. **GENERAL MAINTENANCE.** Resident shall keep and maintain the Unit in a clean, safe, orderly, sightly and sanitary condition. Resident is responsible for promptly reporting any damage done or need for repair to Unit to Landlord. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Resident shall close windows and doors during the absence of Resident and during inclement weather to avoid damage or loss. Resident is liable for any damage to interior resulting from failure to exercise reasonable care.
20. **SAFETY.** Resident shall notify Landlord of any burned-out exterior lights, faulty locks (including windows) or lost keys. Resident shall immediately report to Landlord any suspicious persons, storage vehicles or unusual activities in or about the Community. Prior to allowing entry into the Unit, Resident shall demand credentials from all maintenance personnel.
21. **STORAGE.** Storage of any flammable or explosive items is strictly prohibited in, on or about the Unit and the Community.
22. **SOUND AND COMMON AREAS.** Resident shall respect the privacy of all other residents in the Community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible outside the Unit is permitted. No band instruments shall be played in the Unit or in the Community. No music lessons, either vocal or instrumental shall be permitted on the Unit or the Community. No CB base stations or radio or television or wires are permitted outside the Unit. No wiring or cables whatsoever other than those furnished by Landlord with the Unit is permitted. Accordingly, no obnoxious, boisterous or offensive activity shall be carried on, in or around any Unit or upon the Community. Each Resident, his family and guests shall refrain from any act or use of the Unit or Community which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident of the Community. The Landlord acknowledges the right of Resident to entertain friends and to have parties (inside only), but requires that order and tranquility prevail. No obscene, indecent or lascivious conduct shall be permitted whatsoever within the Community or with the Unit when such conduct can be seen or overheard by persons adjacent to or in the Community outside the Unit. BLOCK PARTIES ARE STRICTLY PROHIBITED. No reckless or dangerous conduct shall be permitted within the Community, in the parking lots, or at the entrances to the Community. No motor vehicle of any type or description and no bicycle shall be permitted upon the Community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles shall be permitted within the parking lots except in the areas designated for it.

Unless specifically provided elsewhere, the following shall apply to complaints concerning Resident's violation of the Rules:

First: A written warning will be issued to the Resident, specifying the complaint that was filed.

Second: Upon a second complaint, which is not disproved by Resident, a \$50.00 fine will be assessed against Resident.

Third: Upon a third complaint, which is not disproved by Resident, a \$100.00 fine will be assessed and the parent or sponsor signing the Guaranty Agreement(s) will be notified.

Fourth: A fine shall be imposed in the amount of \$200.00 and Landlord may, in its discretion, declare the Lease to be in default. In order for a Resident to disprove a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and indisputable evidence. Landlord expressly retains the right to increase the fines set forth herein if the initial fines do not prove to be significant enough disincentive. Such fines are expressly included as an item guaranteed in the Guaranty Agreement(s) form.

23. **SOLICITATION.** Solicitation shall not be permitted anywhere in the Community or on the sidewalks adjacent to the Community, either by Residents or outside solicitors for business purposes, political purposes or for religious purposes. Please report all violators to the office immediately.

- 24. EXTENDED PHYSICAL ABSENCE.** If you are absent from the Leased Premises for an extended period of time at any point during the Lease Term, you agree to periodically check-in on the Leased Premises. You understand that you are fully responsible for your Bedroom and a pro rata share of the Unit Common Areas if preventable property damage (including, but not limited to, water leaks, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in -progress, etc.) occurs during your extended absence.
- 25. AMENITIES.** Use of the pools shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, clubhouse or recreation facilities except in the accompaniment of a Resident. **To the extent allowable under Applicable Law, Resident does hereby indemnify Landlord, the Authorized Landlord Agent, and the Manager, and hold those entities harmless against all claims for personal injury sustained by Resident and Resident's family and guest in their use and enjoyment of the pool or other provided facilities within the Community. This section does not exculpate or limit the liability or costs of the Landlord or Landlord's agent arising as a result of the Landlord or Agent's willful misconduct.**
- 26. HOT TUB.**
- Hot tub hours are from 10:00 am to 10:00 pm Sunday through Thursday, and 10:00 am to 12:00 am on Friday and Saturday.
 - Do not exceed the maximum number of users.
 - Persons under the age of 14 must have adult supervision.
 - Anyone with a communicable disease capable of infecting others is prohibited from using the hot tub.
 - No glass containers. Keep all breakable objects out of the hot tub area.
 - No food.
 - Proper swimwear must be worn at all times. Loose articles dropped into hot tub will burn out the motor.
 - For your convenience, a timer has been installed on the hot tub.
 - No more than 2 guests per Resident at any given time. Guests must be accompanied by Resident.
 - If you are pregnant, do not use the hot tub without medical consultation. Do not allow small children to use the hot tub. Hot water exposure limitations vary from person to person.
 - If you suffer from heart disease, diabetes, high or low blood pressure or other health problems. Do not enter the hot tub without prior medical consultation with your doctor. Overexposure to hot water may cause nausea, dizziness and fainting.
 - Do not use the hot tub while under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raise/lower blood pressure.
 - Do not use the hot tub if the temperature is above 104 degrees Fahrenheit (40 degrees Centigrade). Lower water temperatures are recommended for extended use (exceeding 10 – 15 minutes) and for young children.
 - Enter and exit slowly.
 - Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the hot tub.
 - Do not operate the hot tub during severe weather conditions, e.g. electrical storms or tornadoes.
 - Do not use or operate the hot tub if the suction outlet cover is missing, broken or loose.
- 27. GLASS CONTAINERS ARE NOT ALLOWED AT OR AROUND THE POOL AREAS. THERE WILL BE A FINE FOR THOSE RESIDENTS OR THEIR GUESTS FOUND TO HAVE GLASS AROUND THE POOL.**
- 28. TRANSFERS.** Transfers from one unit to another unit in the Community must be approved by Landlord in advance in writing, and in such event, new deposits must be made and new leases must be signed prior to any such transfer. If transfer is at end of Lease Term, the transfer must further move out on last day of lease and will not be allowed to move in to another Unit until the beginning of the new lease date. Landlord reserves the right to transfer Resident at Landlord's discretion. Resident will receive reasonable notice prior to transfer. Mid-year transfers will be charged a \$200 transfer fee, if transfer is not mandated by management.
- 29. NUMBER OF RESIDENTS PER UNIT.** The number of residents per Unit cannot exceed the number of bedrooms in the Unit, unless stated otherwise per your Lease.
- 30. NUISANCE.** Resident shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Unit, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Community or the guests and invitees or any others lawfully in or around the Community. Upon notice by Landlord or occupants of the Community to Resident that any of the aforesaid is occurring, Resident agrees to forthwith remove or control the same. Landlord does allow parties, but expects Resident to be responsible. Resident or Resident's guest(s) shall not damage the Unit or surrounding Community including landscaping. Any garbage or trash is to be picked up the following day by 12:00 noon (this includes the parking lot). Keep noise level down.
- 31. VACANT BEDROOMS.** Use of vacant bedrooms within the Unit is strictly prohibited. All residents within the Unit will be equally billed monthly rent and charged for cleaning and repair of any vacant bedrooms used in violation of this provision. 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 Unit Common Areas including, but not limited to, its furnishings, fixtures, walls, ceiling, floor, windows, screens and doors unless the party solely responsible for such damages can be reasonably ascertained.

32. SPRINKLER SYSTEM. Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in units. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damages incurred from such situations. Resident will be responsible for the payment of all damages from activating the system, which could also include an entire building.

33. CARPET AND/OR VINYL REPLACEMENT. Resident(s) agrees to be responsible for the full cost to replace the carpet and/or vinyl in the Unit and Bedroom designated above. If Unit carpet and/or vinyl should need replacing, the replacement will be of similar and like material and the Resident will share the cost of replacement in equal amounts with other residing Resident's sharing the Unit. The cost of carpet and/or vinyl replacement for this floor plan will be determined at move out and subject to current market rates by vendor. At move-out, if the carpet and/or vinyl must be replaced due to pet damage, the assessed cost to Resident(s) will be actual cost to replace the carpet and/or vinyl charged by the contractor to the Unit and any other charges that may result from a pet.

In the event that Resident does not pay such sum within ten (10) days of being notified that such sum is due, either through a Security Deposit disposition notice or otherwise, Landlord shall be entitled to pursue any and all rights and remedies provided for in the Lease to collect such sum from Resident including, but not limited to, filing suit to recover such sum or reporting such sum as being due to the appropriate credit reporting agencies.

34. PACKAGE RELEASE. Resident agrees to the following: I hereby give permission to the Landlord, Landlord's representatives, managing agents, and employees to accept packages on my behalf. I also hold harmless and understand that the Landlords, Landlord's representatives, managing agents, employees and all other subsidiaries are not liable or responsible for the acceptance of such packages that are delivered to Resident(s) by the United States Postal Service, UPS®, FedEx®, FedEx Express®, or any other mail delivery service.

This shall include packages that are delivered to the leasing office or that are left outside the Resident's Unit by the deliverer. Resident(s) shall be responsible for notifying senders of the proper address (including Unit number) and delivery methods to ensure the package is received.

In addition, I fully understand that the Landlord, Landlord's representatives, managing agents, and employees have the right to refuse acceptance of any package(s) and return any packages if not removed from the management office within 3 business days.

35. PHOTOGRAPH AND VIDEO RELEASE. Resident agrees to the following: I hereby grant to Landlord, permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area.

I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting. I will be consulted about the use of the photographs or video recording for any purpose other than those listed above. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational, training, and marketing purposes.

36. RESIDENT COMMUNICATION. You consent to our use of your cell number for texting and your email addresses to communicate with you regarding the Lease, the Community, the Leased Premises, and your residency. Except for notices to vacate and any other legal notices which specify a particular method of delivery, we may send you any notices or information via text or email. You may send us information via text or email except for your intent to move out and notice of our default.

37. PRIVACY POLICY. The purpose of this policy is to outline some of our procedures relating to the confidentiality and security of sensitive personal information, including social security numbers, disclosed to us by prospective and existing residents. For the purposes of this policy, the term "sensitive personal information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number; (ii) driver's license number or government-issued identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account. This term does not include publicly available information that is lawfully made available to the general public from the federal government or a state or local government.

- Collection and use of sensitive personal information. When you apply to rent a bed/bedroom in our community, we will ask you to disclose certain sensitive personal information on your rental application and possibly other lease documentation. This sensitive personal information will be used by us for business purposes including confirmation of your identity, determination of your eligibility for rental and collection of amounts you owe.
- Protection and access to sensitive personal information. We will keep the sensitive personal information you provide to us in our files. If you become a resident in our community, we will keep the sensitive personal information in a resident file. If you do not become a resident, we will keep your sensitive personal information in a general file. Personnel with the Landlord and management company, if applicable, will have access to our files. We also reserve the right to disclose sensitive personal information for business related reasons to others such as independent contractors, credit reporting agencies, collection agencies or prospective purchasers or their agents in a manner allowed by law.
- Disposal of records containing sensitive personal information. It is our policy to dispose of records that contain sensitive personal information by shredding, erasing, or by other means making the sensitive personal information unreadable or undecipherable.
- Taking corrective action. In the event that you experience identity theft or we discover that there has been unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information, as defined above, we will comply with all applicable law with respect to taking appropriate corrective action.

This policy has been designed to meet the requirements of applicable law with respect to the adoption of a privacy policy. Nothing contained in this policy shall constitute a representation or warranty of any type whatsoever that sensitive personal information will not be misplaced, duplicated, or stolen. No liability is assumed with respect to any such occurrences.

38. FITNESS CENTER AND RECREATION ROOM. The fitness center and recreation room are for the use of Residents and their guests or invitees. Guests and invitees must be accompanied by Resident. Persons under 14 must have adult supervision.

- Residents are reminded to keep body clear of weights and other moving parts when using fitness equipment.
- Do not use equipment if you are taking any medication that causes drowsiness.
- Residents are not to make repairs on fitness equipment. Report any problem to Landlord.
- Use the equipment only in the manner intended by the manufacturer. Improper use of equipment may cause serious injury or death.
- Residents are requested not to use, adjust or operate fitness equipment beyond their physical limitations.
- Residents are requested to report vandalism and unauthorized users. Vandals will be prosecuted.
- Drinks are not permitted. No glass containers are permitted. Food is not allowed in the fitness center or near equipment in the recreation room. No alcoholic drinks are allowed in the fitness center or recreation room at any time.
- Residents are responsible for cleaning up any area where they have left a mess, and cleaning of machine after use.
- Smoking is not permitted.
- Residents are not authorized to remove equipment or furniture from the fitness room, recreation rooms, or other Community Common Areas.
- Resident's failure to comply with these instructions may result in loss of privilege in using fitness equipment.
- To the extent allowable under Applicable Law, Landlord will not be held responsible for any personal injury and or punitive damages as a result of fitness equipment use, application or negligence.
- Landlord reserves the right to change hours of operation when it solely deems appropriate as the result of abuse or vandalism of the equipment or fitness room.

FITNESS CENTER RELEASE. For and in consideration of Landlord allowing the undersigned to use the exercise and weight room (the "Fitness Center"), I agree to the following:

- To the extent allowable under Applicable Law, neither the Landlord nor its agent is responsible or liable for any loss, damage or injury that I might sustain as a result of my use of the Fitness Center. I agree that my use of the Fitness Center is at my own risk and I assume responsibility for any personal injuries, which may result, from my use or use by my guests of the Fitness Center.
- To the extent allowable under Applicable Law, I agree to indemnify and hold harmless the Landlord and its agent from and against any and all claims or demands, cost or expenses arising out of or in any way related to my use or my guests' use of the Fitness Center, including, but not necessarily limited to, any of my use or my guests' use of the Fitness Center.
- I agree to follow all Rules established by the Landlord and its agent with respect to the use of the Fitness Center. I understand that any instructors in the Fitness Center are independent contractors and neither they nor the Landlord and its agent are to be relied upon for my health or safety. I hereby represent to the Landlord and its agent that (1) I will only use the equipment in the Fitness Center which I am capable of using and understand how to use safely, (2) I do not have any health problems which would restrict my ability to use the Fitness Center; and (3) whether or not any health problems exists, I am using the Fitness Center at my own risk and discretion.

39. CONTROLLED ACCESS GATE NOTIFICATION. For and in consideration of the Lease of which this Addendum is a part, the undersigned Resident certifies that he or she has read and understands and agrees to the following:
Resident acknowledges that Landlord has furnished a controlled access gate ("Gate") in the Community for the sole purpose of protecting the Community and not for Resident's security; any benefit Resident may receive is only incidental to the purpose of protecting the Community.

The installation or use of the Gate shall not in any way prevent Landlord, at any time, from permanently removing the Gate. Landlord has absolutely no obligation to continue to maintain the Gate and should Landlord elect at any time to remove the Gate, Landlord shall be under no obligation to notify Resident of the removal and the removal shall not be a breach of any express or implied warranty, covenant or obligation.

Resident represents and warrants that Resident understands how to use the Gate and how the Gate functions. Resident further represents and warrants that Resident shall not act in any way to impair the use or function of the Gate. Resident will notify Landlord should Resident discover that the function of the Gate is impaired.

Resident acknowledges that Resident's security is the Resident's responsibility and the responsibility of the local law enforcement agency. In the event that Resident is in need of police protection of any kind, Resident will contact the local law enforcement agency. Resident should not contact the answering service or management office for Resident's security needs for this will only delay the response time.

Landlord's installation or use of the Gate does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security for Resident and his or her guests and/or invitees. There is absolutely no guaranty that the presence of the Gate will in any way increase Resident's personal security or the safety of his or her guests and/or invitees or their respective belongings. The Gate is a mechanical device and can be rendered inoperative at any time.

40. TANNING CENTER POLICIES.

- Tanning facilities are for residents only.
- Tanning hours are available in the office and are subject to change at sole discretion of management.
- Resident must arrange for a time to use the tanning center with Landlord and sign a release in the form required by the Landlord to use the tanning center.
- Resident cannot use the tanning center more than once per 24-hour period.
- Avoid too frequent or lengthy exposure. As with natural sunlight, exposure to a sunlamp may cause eye and skin injury, sunburn and allergic reactions.
- Anyone with a communicable disease capable of infecting others is prohibited from using the tanning center.
- No glass containers. Keep all breakable objects out of the tanning area.
- No food.

Consult a physician or pharmacist before using a sunlamp if you are using prescription or non-prescription medications, have a history of skin problems, or believe yourself especially sensitive to sunlight. Pregnant women and women on birth control pills who use a tanning device may develop discolored skin. Skin sensitivity varies from person to person.

Ultraviolet radiation from sunlamps enhances the effects of the sun. Do not sunbathe before or after exposure to ultraviolet radiation.

You are expected to provide your own eye wear. Failure to use protective eyewear may result in severe burns or long-term injury to the eyes.

TANNING DEVICE WARNING AND RELEASE. Prior to use of the tanning facility, please be advised of the following:

- Tanning devices are for residents only.
- You are responsible for providing you own eye protection. Your failure to wear eye protection may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- Exposure to ultraviolet light (whether from natural or artificial sources) may result in skin damage, including premature aging of the skin.
- Abnormal skin sensitivity or burning may result from reactions between ultraviolet light and certain: (a) foods; (b) cosmetics; or (c) medications, including but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult your physician before using a tanning device.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device you should consult a physician before using a tanning device.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR AND FOLLOW THE OTHER PRECAUTIONS WHEN USING THE TANNING DEVICE. ON BEHALF OF MYSELF, MY FAMILY, HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, I ASSUME THE RISK

FOR ANY INJURY, DAMAGE (INCLUDING DEATH) OR ACCIDENT, WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDLORD AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO MY USE OF THE TANNING CENTER, INCLUDING, BUT NOT NECESSARILY LIMITED TO, ANY OF MY USE OF THE TANNING CENTER. THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO LANDLORD).

41. COMPUTER CENTER. The computer center is for the use of Residents and their accompanied guests only.

- Residents are not permitted to remove any items from the computer center such as equipment, software, accessories, furniture, etc.
- No food or drinks allowed. Smoking is not permitted. Residents are not to place drinks or food close to equipment. No glass containers are permitted.
- Residents are responsible for cleaning up any area where they have left a mess.
- Residents are responsible for supplying their own paper.
- Residents are not authorized to adjust or alter any of the software or programs set up in the computer systems.
- Residents are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be reported to Landlord.
- Landlord reserves the right to change hours of operation when it solely deems appropriate.

42. BASKETBALL AND/OR VOLLEYBALL COURT POLICIES.

- The basketball and volleyball court hours are available in the office and are subject to change at sole discretion of Landlord.
- Rubber soled shoes are required on the basketball court.
- No food or beverages are allowed on the courts.
- No bikes, rollerblades, or skates are allowed on the courts.
- Do not hang or climb on rims, nets and posts.

43. MOLD INFORMATION & PREVENTION.

What are molds?

Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Sometimes, new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air.

Can mold become a problem in my home?

Molds will grow and multiply whenever conditions are right (sufficient moisture is available and organic material is present). The presence of organic material cannot be prevented, because such materials are the materials with which the Unit is made. However, the moisture that mold needs to grow, and the accumulation of that moisture can be controlled. Be on the lookout in the Unit for common sources of indoor moisture that may lead to mold problems (see the following sections for prevention and tips).

Should I be concerned about mold in my home?

Yes. If indoor mold contamination is extensive, it can release chemicals and cause very high persistent airborne spore exposures. Persons exposed to high levels of chemicals or spore leaves can become sensitized and develop allergies to the mold or other health problems. Mold growth can damage your furnishings, such as carpets, sofas, and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structural elements in the Unit. Mold can also produce health effects through inflammation, allergy, and infection. Allergic reactions are common following mold exposure. Typical symptoms that mold-exposed persons report (alone or in combination) include:

- Respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- Nasal and sinus congestion
- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough
- Nose or throat irritation
- Skin rashes or irritation
- Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their causes are not understood.

Tips for Residents.

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold. Residents can help minimize mold growth in their Unit homes by taking the following actions:

Ventilation. Adequate ventilation is essential.

- Open windows during dry weather. If it is not possible to open windows, run the fan on the Unit air handling unit to circulate fresh air throughout your Unit. In damp or rainy conditions, keep windows and doors closed. If possible, maintain a temperature of between 50 degrees and 80 degrees Fahrenheit within your Unit at all times and a comfortably low humidity (less than 60% relative humidity).
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allows the fan to run until all excess moisture has vented from the kitchen. Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.

Cleaning and Maintenance.

- Clean and dust the Unit on a regular basis as required by the Lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, and windowsills.
- Use care when watering houseplants. If spills occur, be sure to dry excess water immediately. Thoroughly dry any spills or pet urine on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces. Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.

Reporting Problems.

- Immediately report to the management office any evidence of a water leak or excessive moisture in your Unit, storage room, garage, or any Community Common Areas.
- Immediately report to the management office any failure or malfunction with your heating, ventilation, air conditioning system, or laundry system.
- As your lease provides, do not block or cover any of the heating, ventilation or air conditioning ducts in your Unit.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your Unit.

Extended Physical Absence. You are fully liable for mold growth that occurs during an extended physical absence by you, as set out in Section 24 above and in the Lease.

44. BED BUG INFORMATION & PREVENTION.

This section outlines your responsibility and potential liability regarding bed bugs. In our efforts to maintain a quality living environment, we must have your cooperation to minimize the risk of bed bugs in your Unit and throughout this Community. If you fail to notify us of the presence or infestation of bed bugs, fail to comply with the agreements set forth in this Addendum or fail to pay us for any associated costs due to the presence or infestation of bed bugs, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under this Lease. However, the presence or infestation of bed bugs does not release you from this Lease Contract.

Facts about Bed Bugs

- Bed bugs are wingless, flat, reddish-brown, oval insects about 3/16-inch long or the size of an apple seed. As they feed on blood and during digestion, they become swollen and reddish.
- Detecting bed bugs can be difficult, as they are mostly nocturnal. However, evidence of an infestation can often be found in, around and between cracks and crevices including mattress seams, sheets and other bedding, carpeting, furniture, under cushions, behind baseboards, curtains, electrical outlet plates, picture frames and along window and door frames. Blood spotting on mattresses and nearby furnishings are also signs of a bedbug infestation.
- Bed bugs tend to stay close together and have a distinctively sweet, yet unpleasant smell.
- Bed bugs are found worldwide due to human travelers who transport luggage, clothing, bedding and furniture. Because bed bugs can easily travel from one room to another, it is recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before returning home.
- Bed bugs do not discriminate and can be found anywhere.
- Claims that associate bed bugs with poor hygiene and uncleanness are false. Unit residents who avoid notifying property managers out of shame only facilitate the spread of bed bugs.

- Although their bites can cause irritation and even infection, bed bugs do not carry or transmit diseases. Bed bug bites can become itchy and may leave red bumps and marks. Bed bug bites may appear similar to a number of other insect bites. However, unlike those of other insects, bedbug bites appear in tight lines of multiple, small, red marks. However, many bed bug bites leave no mark and go completely unnoticed.

Tips for Residents

- DO NOT bring used furniture or belongings from unknown sources into your Unit.
- DO NOT try to treat the problem yourself! Improper treatment can not only be ineffective but also harmful to your health and the health of other residents.
- DO inform the property managers about bed bug sightings immediately!
- DO inspect your belongings after travel and prior to returning to your Unit.
- DO follow the property's outlined procedures for treatment and elimination.

Resident Agreement

You agree that you have read this Addendum in its entirety and will inspect the Unit within 48 hours after move-in and immediately report any evidence of bed bugs or bed bug infestation. If we do not receive notification within the required 48 hours, Arch Troy and you agree that no presence or infestation of bed bugs exists. You are not aware of any infestation or presence of bed bugs in your previous or current place of residence, your furniture, clothing or personal property and that you have not been subjected to conditions in which there was any bed bug infestation or presence.

If you previously lived anywhere that had a bed bug infestation, you agree that all of your personal belongings (including furniture, clothing and bedding) have been treated by a licensed pest control professional and are free of further infestation. If you disclose a previous experience with bed bugs, we can request documentation of the treatment and inspect your belongings to confirm the absence of bed bugs. Any previous bed bug infestation must be disclosed here (if left blank, you confirm that you have had no previous experience with bed bugs).

You agree that you will not attempt to resolve bed bug infestations yourself. You (and your family members, occupants and guests) must allow us and licensed pest control agents to enter the Unit at reasonable times to inspect for and treat bed bugs. We will select the treatment method, as well as the pest control agent. We can also inspect and treat adjacent or neighboring Units to the infestation.

You must fully cooperate with us and follow all of our directions to treat and eliminate bed bugs. You agree that you are responsible for and must, at your own expense, have your personal property (including furniture, clothing and bedding) treated according to approved treatment methods as close as possible to the time we treat the Unit. You must remove or destroy any personal belongings that cannot be treated or cleaned as close as possible to the time we treat the Unit. Any removed items must be disposed of off-site. If we confirm the presence or infestation of bed bugs in your Unit, we have the right to require you to temporarily vacate the Unit and remove all belongings in order for us to perform pest control services.

YOU AGREE THAT YOU MAY BE REQUIRED TO PAY ALL REASONABLE CLEANING AND PEST CONTROL COSTS INCURRED BY US TO TREAT YOUR UNIT FOR BED BUGS. IF WE CONFIRM THE PRESENCE OF BED BUGS AFTER YOU VACATE THE UNIT, YOU MAY BE REQUIRED TO PAY ALL REASONABLE CLEANING AND PEST CONTROL COSTS. IF WE MUST MOVE OTHER RESIDENTS IN ORDER TO TREAT ADJACENT OR NEIGHBORING UNITS, YOU MAY BE LIABLE FOR ANY LOST RENTAL INCOME AND OTHER EXPENSES INCURRED BY US TO RELOCATE NEIGHBORING RESIDENTS AND TO CLEAN AND TREAT OTHER UNITS.

45. CABLE AND INTERNET AGREEMENT.

In general, the Policy prohibits uses and activities involving services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the cable or internet service (collectively, "Service") by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or Arch Troy's Equipment, either individually or in combination with one another, to:

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the Landlord;

- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme; participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Arch Troy or its network, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

Technical Restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use and installation of any unauthorized wireless access device or router is prohibited unless authorized by Landlord. If any device is found it must be removed and failure to do so within 48 hours could result in a \$100 fine. Landlord also reserves the right to remove any such devices if the resident does not do so within the time period prescribed.
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Community that provide network content or any other services to anyone outside of your Unit local area network ("Unit LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Community that provide network content or any other services to anyone outside of your Unit LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Arch Troy's equipment or Service or permit any other person to do the same who is not authorized by Landlord;
- Network and usage restrictions
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Arch Troy (or Arch Troy supplier) host, server, backbone network, node
- or service, or otherwise cause a performance degradation to any Arch Troy (or Arch Troy supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Unit the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit); connect the Arch Troy equipment to any computer outside of your Unit;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP

- address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

*PLEASE NOTE: By signing this agreement Resident agrees that Resident shall not engage in a course of conduct that materially interferes with our right under the Lease to provide cable and internet to the Community and/or inhibit bandwidth or otherwise provided to the Community. Resident agrees to abide by all terms listed in the "**Cable and Internet Agreement**" and agrees not to violate any usage restrictions or other unacceptable activities acknowledged by Landlord. Resident will be liable for all actions and/or inactions, as well as those of invitees and guests, which hinder Landlord's right to provide cable and internet to the Community and/or inhibit bandwidth or otherwise provided to the Community. Landlord reserves the right to charge back reasonable costs associated with vendors and/or actions required to trace violations of cable and internet agreement back to Resident and/or invitees and guests of Resident.*

LANDLORD RESERVES THE RIGHT AT ANY TIME TO MAKE CHANGES TO THESE RULES AS LANDLORD SHALL IN ITS JUDGMENT DETERMINE TO BE NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE UNIT AND FOR THE PRESERVATION OF GOOD ORDER, COMFORT AND BENEFIT OF RESIDENTS IN GENERAL AND FOR THE EFFICIENT OPERATION OF THE COMMUNITY. IF A CHANGE IS MADE TO THESE RULES AFTER THE DATE OF RESIDENT'S SIGNATURE BELOW THAT CAUSES A SUBSTANTIAL MODIFICATION TO RESIDENT'S USE OF THE LEASED PREMISES, RESIDENT WILL HAVE THE OPPORTUNITY TO CONSENT TO THE CHANGE IN WRITING.

Resident Signature Date

Landlord's Representative Date

ANIMAL ADDENDUM

Arch Troy ("Management") and Dang L Long ("Resident"), have signed this Addendum to cover the special obligations and needs entailed in keeping a pet in the Unit at the Community. This Animal Addendum is part of your Lease and applies to Resident and all residents residing within Unit. Residents are allowed to keep a pet only under the following terms and conditions, and Landlord or Management shall have the right to terminate the Resident's Lease or terminate the Resident's right of possession for any violation of this Addendum. Resident is not permitted to add or substitute any animal for those described below without prior written consent of Management. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

Our Community has a weight limit of 35 pounds and must be at least N/A year(s) old. Only common domestic pets are permitted. Exotic, vicious, or aggressive breed animals are not allowed. Each resident is expected to know the needs of their pet(s) and carefully supervise their pet(s). Resident acknowledges that Management only allows 2 pet(s) per unit.

Description of Pet:

You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or Roommates may bring any other animal including but not limited to: mammal, reptile, bird, amphibian, fish, rodent, arachnid or insect- into the Unit or Community.

Animal Name:

Type:

Breed:

Color:

Weight:

Age:

Date of last Rabies Shot:

Additional Comments:

1. The terms of this Animal Addendum shall be the same of that specified in the above referenced Lease.
2. Management shall have the right to require residents to remove the pet from the Resident's Unit and from the Community for any violation of this Animal Addendum, in addition to the remedy of terminating the Lease.
3. Fees: Resident agrees to pay the following charges and fees, as indicated, all of which are in addition to those specified in Paragraph 6 or other provisions of the Lease. Resident acknowledges and agrees that a pet generally causes damages to flooring, carpeting, walls and doors, which exceeds normal wear and tear.
4. A non-refundable pet fee of \$250 and refundable pet deposit ("Pet Security Deposit") of \$0 per pet shall be due prior to move in. Payment of said fees does not constitute liquidated damages, and to the extent permissible by Applicable Law, Resident shall be liable for all damages exceeding normal wear and tear (without regard to whether a pet has been kept in said premises), rents and other sums or charges, which are or will come due under the Lease. In addition to the non-refundable fee, there is a \$30 monthly (per) pet rent payable on the first day of the month. This is in addition to the rental rate listed on the Lease. The Pet Security Deposit shall be in addition to the Security Deposit set out in the Lease. Within **sixty (60) days** after termination of the tenancy and delivery of possession, the Pet Security Deposit will be returned to Resident, or Landlord shall provide Resident with an itemized list of amounts withheld. Upon termination of the tenancy, money held by the Landlord as the Pet Security Deposit may be applied to the amount of damages which the Landlord has suffered by reason of the Resident's noncompliance with this Animal Addendum, all as itemized by the Landlord in a written notice delivered to the Resident together with the amount due sixty (60) days after termination of the tenancy and delivery of possession and demand by the Resident.
5. Landlord shall mail, by first class mail, the Pet Security Deposit or itemized accounting, or both, to the valid forwarding address provided by Resident, the last known address of the Resident or, if none, to the Resident at the address of the Unit. Any deposit unclaimed by the Resident as well as any check outstanding shall be forfeited by the Resident after a period of ninety (90) days.
6. Resident is responsible for payment of any replacement of carpeting, flooring, sub-flooring, and for flea treatments, shampooing, or deodorization of the Unit.

Insurance and Identification:

It is recommended that the Resident purchase a renter's insurance policy which provides for liability insurance that covers any damages or claims caused by said pet, including but not limited to Resident's negligence in failing to supervise and control said pet which results in property damage or personal injury to other residents, other occupants, guests, invitees, management staff or Management's vendors who supply goods and services to the Community.

Emergency:

In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the nearest veterinarian of our choosing for treatment, at your expense.

Pet Rules and Regulations:

- A. Resident shall control and prevent the pet from barking or other behavior which disrupts or interferes with other residents' quiet enjoyment of their premises or disrupts Management in carrying out its day-to-day business at the Community. Failure to abide by these rules may lead to termination of the Lease. Resident shall not allow or permit their pet to attack or bite any other person or pet. If an attack occurs, Management reserves the right to require Resident to re move said pet permanently from the Unit and Community. Resident shall not abandon or neglect their pet in any manner.
- B. Resident shall feed, provide water, clean, care and supervise their pet at all times. In the event that Management discovers that Resident's pet appears to be abandoned, neglected, abused, unattended, unsupervised, causing damage to the Unit or the Community, or in need of emergency or veterinary treatment, Resident grants Management the right to take such steps as Management in its discretion deems necessary to protect the animal from the Unit and Community and delivery of the same to the county animal control department, the Humane Society, a veterinarian, or a temporary or permanent foster home.
- C. Resident shall maintain their pet on a leash at all times when the pet is outside the Unit or on any portion of the Community. Pets are not permitted to run free or unleashed around the Community. Resident shall provide a proper and appropriate cage, bedding, or sleeping pallet suitable and appropriate for the particular pet, taking into consideration the pet's characteristics and temperament.
- D. All pets shall be properly licensed and must display the proper tags and identification to show that they have received proper vaccinations and treatment for rabies or transmittable diseases. Dogs and cats shall have a collar with a tag showing the name, phone number, and address of its owner.
- E. Resident shall be responsible for cleaning up all pet feces and disposing of the same in a clean, sanitary manner. Resident shall not permit any pet excrement or urine on Community Common Areas hallways, steps, or walkways. Resident shall not allow pet excrement or urine to damage landscaping, flowers, shrubs, or grass. Pets must be walked only in designated "Pet Areas" or, if none, in natural wooded areas surrounding or off the Community property. The following shall apply to a violation of this policy:
FIRST: A written warning specifying the complaint will be issued to the Resident, a **\$25.00** charge will be immediately due and payable by the resident, and Landlord may, in its discretion, declare the Lease to be in default.
SECOND: Upon a second violation, a **\$50.00** charge will be immediately due and payable by the Resident, and the Landlord may declare the Lease to be in default.
- F. The charges above for violation of the pet feces clean-up policy constitute fees to cover the administrative costs of handling a pet violation but do not cover damages or destruction due to urine, carpet repair, etc. caused by a violation of this policy. Resident shall remain liable for any and all damages exceeding normal wear and tear to the Unit caused by the pets or animals, and the above fees are not intended to release Resident of such liability.
- G. Pet shall not be tied or tethered to buildings, patios, balconies, landscaping, trees, stakes, or any portion of the Community common areas or grounds. Pets are not permitted in the Management/Leasing Office, Clubhouse, Fitness Room, Swimming Pool, or any recreational amenity or facility of the Community.

Management reserves the right revoke Resident's permission to keep a pet and to remove the pet and/or any unauthorized pets from the Unit and the Community if any of the above policies are violated. In addition, Resident acknowledges Management reserves the right to remove a pet if Management receives continued (three or more) complaints from Roommates or neighbors regarding a violation of the above policies.

The signing of this document does not approve a pet, only that the Resident understands of the pet rules. All pet approvals will be made after the move in of the Resident, with management approval and will require re-execution of this Animal Addendum with all relevant information. In witness of whereof the parties have caused the presents to be signed in person or by a person duly authorized the day and year written above.

Resident Signature

Date

Print Name: Dang L Long

Management Signature

Date

Print Name: _____

LEASE ADDENDUM
Property Loss Liability Waiver

This Lease Addendum is attached to and a part of the 08/13/2020 Lease Agreement.

Pursuant to the Resident's election in Section 8 of the Lease Agreement, in consideration of the Resident's payment to the Owner of a monthly Additional Rent charge in the amount of \$11.95 (which shall not be prorated for any partial month), the Owner hereby waives any and all liability the Resident may have for any damage to the Resident's Unit, including but not limited to damage from fire, water, and pipe leaks, caused by the negligent conduct or omissions of the Resident, any other person residing in the Resident's Unit, or any other persons on the premises with Resident's consent, up to a limit of liability of One Hundred Thousand dollars (\$100,000). This waiver does not apply to any damage to the Resident's Unit in excess of One Hundred Thousand dollars (\$100,000) or any damages in any amount caused by the intentional acts or omissions of any person.

This waives only the Resident's liability to the Owner for certain damages arising out of the Lease Agreement. It is not intended to, does not, and shall not be construed to, waive any liability of the Resident for any other cause or to any other party.

This liability waiver does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of the specified monthly Additional Rent charge, certain liability of the Resident to Owner arising out of this Lease Agreement.

Resident's Signature: _____ Date: _____

Resident's Name (Print): Dang L Long

COMMUNICABLE DISEASE ADDENDUM

This Communicable Disease Addendum (“**Addendum**”) is made part of the Lease Agreement (“**Agreement**”) dated 08/13/2020, between Dang L Long (“**Resident**” and “**you**”) and Campus Crest at Troy, LLC (“**Landlord**” and “**us**”) for the Residence unit (the “**Residence**”) in the Arch Troy community (the “**Property**”). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

1. **DEFINITIONS.**

- a. **LANDLORD’S RELATED PARTIES:** Includes the Landlord, the Property, the property manager and each and every of each of their respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives.
- b. **RESIDENT’S RELATED PARTIES:** Other co-Residents, occupants, members of your household, your family, guests, agents and others under your control.

2. **COMMON AREA AMENITIES.** The Residence is part of a multi-family/multi-tenant residential complex. Various services, equipment and facilities (“**Common Area Amenities**”) may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for cleaning or safety reasons, including for reasons related to COVID-19, viruses, or other communicable diseases (collectively “Virus” or “Viruses”).

3. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- Must comply with all Landlord rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities related to any Virus. We may periodically modify Landlord’s rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property;
- Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us and Landlord’s Related Parties (and the HOA if the Residence is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

4. **ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE.** While we will periodically clean Common Area Amenities, we do not guarantee that they, or the people in them, will be Virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has a Virus). To protect yourself, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and your health care provider(s), which may include (but not limited to):

- washing your hands after touching any Common Area Amenity;
- avoiding touching your face;
- maintaining social distancing (6 feet) and wearing masks when outside of your Residence;
- not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** To keep you and Landlord’s Related Parties safe, we may:

- utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);
- offer virtual meetings
- close the leasing office
- offer alternate payment methods
- offer online lease renewal
- utilize other technology
- restrict or regulate Common Area Amenities use
- limit maintenance to emergency maintenance only and/or defer non-essential maintenance.
- change other business practices to reduce risk

Ask us if you have any questions about our current policies.

6. **ILLNESS.** If you (or a household member) develops COVID-19 symptoms, or have tested positive for COVID-19 or any other Virus, seek advice from your health care professional, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and follow their recommendations. If it is recommended that you self-quarantine or isolate to avoid creating risk for others, do not use Common Area Amenities.

7. **ASSUMPTION OF RISK, WAIVER, AND INDEMNITY.** To the maximum extent allowed by law:

- use of the Common Area Amenities is at the sole risk of you and your Related Parties;
- you assume all risk of harm, and waive all claims against any of Landlord and/or Landlord's Related Parties, related to any Viruses, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF LANDLORD AND/OR LANDLORD'S RELATED PARTIES** to the fullest extent permitted by applicable law;
- you agree that any Virus-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against any of Landlord and/or Landlord's Related Parties;
- RESIDENT AGREES TO HOLD LANDLORD AND/OR LANDLORD RELATED PARTIES HARMLESS, AND FULLY DEFEND AND INDEMNIFY EACH AND EVERY ONE OF LANDLORD AND/OR LANDLORD RELATED PARTIES FROM ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, RELATED TO: (i) RESIDENT'S BREACH OF THIS ADDENDUM; (ii) RESIDENT'S USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES; AND/OR (iii) ANY RESIDENT RELATED PARTIES' USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES.

8. **NO VIRUS FREE REPRESENTATIONS OR WARRANTIES.** Resident understands that Landlord, the Property, and any and all Landlord's Related Parties make no representation or warranty, express or implied, that the Property, Common Area Amenities, any portion of either of them, and/or any equipment located in either of them do not contain a Virus. The Landlord, Property, and any and all Landlord Related Parties disclaims, excludes, and denies any and all warranties (express and/or implied) as to the presence (or not) of any Virus within the Property, Common Area Amenities, any portion of either of them, and/or an equipment located in either of them.

9. **NO EARLY TERMINATION OF LEASE CONTRACT.** Resident acknowledges there is no right to early termination of the Agreement related to Viruses and Resident will not be released from the Agreement for any reason related to any Virus, including, but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, loss of roommates or occupants, loss of employment, bad health, restrictions, closures, emergency orders, online classes or any other effects of any Virus are not grounds for the early termination of the Agreement. However, Resident may have special statutory rights under applicable law to terminate the Agreement in certain situations in accordance with applicable law, and this provision is not and is not intended to be a waiver of any such rights.

10. **COMPLIANCE.** Your compliance with this Addendum is important for your safety, as well as that of your Related Parties, Landlord's Related Parties, and others). It is Resident's responsibility to inform any Resident Related Parties of the terms of this Addendum and ensure any and all Resident Related Parties comply with the terms of this Addendum. Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy.

11. **ENFORCEMENT IN COMPLIANCE WITH APPLICABLE LAW.** Every provision of these Addendum is intended to be enforced to the maximum extent permitted by applicable law, and only to the maximum extent permitted by applicable law. No one entering into this Addendum intends for any provision in this Addendum to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

Date: _____
Landlord

Date: _____
Resident

Date: _____
Resident

Date: _____
Resident

COMMUNITY RULES – COVID-19

Out of an abundance of caution, and in order to best promote a healthy community for our employees, vendors, residents, and guests, Arch Troy (“Community”) is updating its rules and policies due to COVID-19. The Community requires its employees, vendors, residents, and guests to comply with these rules and procedures (collectively “Rules”) that encourage social distancing, good hygiene, and environmental cleanliness and sanitization.

We all have a role in limiting the spread of COVID-19. These Rules related to the access to and use of the Community’s common areas, amenities, facilities, equipment, etc. (collectively, “Common Areas”) have been developed with the health of employees, vendors, residents, and guests in mind and in accordance with state/local orders and guidance from public health authorities.

Community vendors, residents, and guests **MUST**:

1. Follow health and safety guidance from state/local government and public health authorities (additional resources can be found online at: World Health Organization – www.who.int/en; Centers for Disease Control and Prevention – www.coronavirus.gov; the State and County health department websites applicable to the Community).
2. Comply with all posted signs and published rules relating to any and/or all Common Areas.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
4. Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
5. Utilize the Community’s reservation system (if applicable) and respect any time limits that apply for usage.
6. Wash or disinfect hands upon entry into any Common Areas and after using any Common Areas or interacting with other individuals not within the same household.
7. Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
8. Leave any outdoor furniture where it is; do not move furniture.
9. Wear a face cloth covering (over nose and mouth) when entering, using, and/or being present in any Common Areas.
10. Always assume that anyone could have COVID-19.

The Community’s residents’ and/or guests’ permission for use of the Common Areas is a privilege and license granted by the Community, and not a contractual right except as otherwise provided for in a lease with the Community. Such permission is expressly conditioned upon adherence to the terms of the Lease, the Community’s rules (including these Rules) in effect at any given time, and such permission may be revoked by the Community at any time for any lawful reason. In all cases, the strictest terms of either the Lease or the Community’s rules (including these Rules) shall control. The Community reserves the right to set the days and hours of use for some or all Common Areas and to change the character of or close any of the Common Areas based upon the needs of the Community and in the Community’s sole and absolute discretion, without notice, obligation or recompense of any nature to anyone. The Community may make changes to the Community’s rules (including these Rules) for use of any of the Common Areas at any time.

Anyone using any of the Common Areas does so at their sole risk, and 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 their use of the Common Areas. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ANYONE USING THE COMMON AREAS, INCLUDING ANY RESIDENT(S), AGREES TO HOLD THE COMMUNITY HARMLESS AND RELEASE AND WAIVE ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR

LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, THAT THEY MAY HAVE AGAINST THE COMMUNITY THAT ARE IN ANY WAY RELATED TO OR ARISE FROM SUCH USE. This provision shall be enforceable to the fullest extent of the law. The term "Community" shall include the property manager and landlord, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

THE TERMS OF THESE RULES 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 AND THESE RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD THE COMMUNITY HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Community" shall include the property manager and landlord, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

RESIDENT UNDERSTANDS THAT THE COMMUNITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ANY PORTION OF THE COMMUNITY, ITS COMMON AREAS, AND/OR ANY EQUIPMENT PROVIDED IN ANY COMMON AREAS DO NOT CONTAIN COVID-19. THE COMMUNITY DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE COMMUNITY, THE COMMON AREAS, AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO AND/OR INJURY, ILLNESS, AND/OR DEATH FROM COVID-19.

Every provision of these Rules is intended to be enforced to the maximum extent permitted by law, and only to the maximum extent permitted by law. The Community does not intend for any provision in these Rules to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

THE COMMUNITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COMMON AREAS ARE FREE OF COVID-19 OR THAT PERSONS USING THE COMMON AREAS ARE NOT INFECTED WITH COVID-19.

Resident Signature Date

Landlord or Landlord's Representative Date