



CAMPUS LIFE & STYLE

LEASE CONTRACT

SUMMARY OF LEASE TERMS:

Date: 06/21/2017  
Name of Apartment Community: District on Luther  
Name of Tenant: Reed Hampton ("you" or "your")  
Landlord (Owner): Vesper College Station LLC ("us", "we", "our" or "manager")  
Landlord's Address: 601 Luther Street West, College Station, TX 77840  
Leased Premises: A ☐ shared ☒ private bedroom ("Bedroom") accommodation in a 2 bedroom, 2 bathroom apartment ("Apartment"), within an apartment building ("Building") within the Apartment Community, as more specifically described in Section 1(a) below.  
Lease Term: Start Date of Lease Term: 08/22/2017 End Date of Lease Term: 08/04/2018  
Base Rent, Deposits and Fees: You agree to pay us the following base rent, deposits and fees:

NOTE: See Section 12 below for instructions on the Security Deposit. The Application and Admin Fees are nonrefundable and shall not be returned for any reason.

RECURRING CHARGES:	AMOUNT:
Rent	\$517.00

UPFRONT CHARGES:	AMOUNT:
Application Fee	\$40.00
Administration fees	\$50.00
Waived Application Fees	\$-40.00
Waived Fees - Admin/Other	\$-50.00

MOVE-IN CHARGES:	AMOUNT:
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The Base Rent and any additional recurring fees or charges payable by you under this Lease are together referred to as "Rent". Base Rent and the additional fees or charges payable in installments for the Lease Term is \$6,204.00, payable on the first of each month in installments, without offset or deduction, and you agree to pay such installments as follows:

INSTALLMENT AMOUNT:	DUE DATE:
\$517	August 2017
\$517	September 2017
\$517	October 2017
\$517	November 2017
\$517	December 2017
\$517	January 2018
\$517	February 2018
\$517	March 2018
\$517	April 2018
\$517	May 2018
\$517	June 2018
\$517	July 2018

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

Exhibits attached to this Lease:

- Exhibit A: State Specific Addendum To Lease
- Exhibit B: Apartment Community Rules and Regulations
- Exhibit C: Safety Guidelines
- Exhibit D: Rental Qualification Criteria
- Exhibit E: Mold Addendum
- Exhibit F: Parking Agreement (if applicable)
- Exhibit G: Pet Agreement (if applicable)

AGREEMENT:

TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT. LANDLORD AGREES TO LEASE TO TENANT, AND TENANT AGREES TO LEASE FROM LANDLORD, THE LEASED PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

TENANT:  
Reed Hampton

LANDLORD:  
Vesper College Station LLC



ADDITIONAL TERMS AND PROVISIONS

1. **LEASED PREMISES: THE “LEASED PREMISES” IS DEFINED AS INCLUDING EACH OF THE FOLLOWING:**
- a. Your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a Bedroom in an Apartment within the Apartment Community. Your specific Building, Apartment and Bedroom shall be assigned to you by the Manager prior to the beginning of the Lease Term;
  - b. Together with the other residents of the Apartment (your “Roommates”), your shared use of the Common Areas in the Apartment, the Building, and the Apartment Community (for purposes of this Lease, “Common Areas” are the areas within the Apartment to which you have access without going into another Bedroom and, within the Building and Apartment Community, those areas to which all residents have general access);
  - c. Your sole (if Bedroom is private) or shared (if Bedroom is shared) use of the furniture within your Bedroom, and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
  - d. Your shared use of the mailbox assigned to you by the Manager.

Within one (1) day after we provide written notice to you, we shall have the right to relocate you either (i) from one Bedroom to another Bedroom in the Apartment; or (ii) to another Apartment in another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during or at the end of your Lease Term, you agree to pay a \$275 non-refundable “Transfer Fee” to the Manager.

2. **OCCUPANTS:** Only you can occupy your Bedroom. You may not permit another person to occupy the Bedroom or the Apartment. The Apartment shall be used only as a private residence and for no other purpose. You shall not sublease your rights under this Lease to another person without our advance written consent, which consent shall be given at our sole discretion, and you will still be liable for all of the Rent and other obligations pursuant to this Lease unless we specifically agree in writing to release you. Our consent to one or more subleases under this Lease will not be a waiver of our rights of consent to any future sublease.
3. **OTHER BEDROOMS:** If the Apartment consists of more than one Bedroom, we shall have the right, when any Bedroom within the Apartment is unoccupied, to place a new Tenant in the unoccupied Bedroom without further notice to you unless you and all other Tenants in the Apartment agree to pay us, as part of your respective Rent, the rent, fee and charges due for such unoccupied Bedroom. You are not allowed to use any vacant Bedroom in your Apartment for any purpose whatsoever unless you are paying rent for the additional Bedroom. If we discover that you are using a Bedroom in your Apartment that should be vacant, we have the right to charge a fee in the amount equal to one monthly installment of Base Rent for use of that Bedroom plus the cost of refurbishment. If this situation is discovered and neither you nor your Roommates claim responsibility for the use of the vacant Bedroom, the fee will be divided evenly among you and your Roommates. Multiple violations will result in multiple fees both for unauthorized use of the room and for refurbishment of the room.
4. **ROOMMATES:** You agree to share all Common Areas with your Roommates and to keep all Common Areas neat and clean. All personal belongings are to be kept in your Bedroom. You further agree that if any conflicts arise with your Roommates, you and your Roommates will make a reasonable effort to resolve the conflict and treat all Roommates in a respectful manner. Each Tenant will be solely responsible for any damages or other charges in their own Bedroom. Any Common Area cleaning, damage, or other charges will be divided equally amongst all you and your Roommates. Conflict between you and your Roommates shall not be a reason to terminate this Lease.
5. **CONDITION ON STARTING DATE:** An “Inventory and Condition Form” will be provided to you at the time that you move in to the Leased Premises. You must complete the Inventory and Condition Form, noting any defects or damages in your Bedroom and Apartment, and return it to the Manager within twenty-four (24) hours of the Start Date. If the Inventory and Condition Form is not completed in accordance with this Section, the fixtures, appliances, and furniture in the Apartment shall be deemed to be in a clean, safe and good working condition, and you will be responsible for defects or damages that may have occurred to such fixtures, appliances, and furniture before you moved in. Except for what you note in writing on the Inventory and Condition Form, you accept the Leased Premises and the fixtures, appliances, and furniture in the Apartment in their “AS-IS” condition, with all faults. We make no express warranties and disclaim any and all implied warranties with regard to the Leased Premises and/or the fixtures, appliances, and furniture in the Apartment. The Inventory and Condition Form is not a request for repairs or maintenance. You should direct all request for repairs or maintenance in accordance with Sections 6, 7 and/or 8.
6. **MAINTENANCE, ALTERATIONS, AND REPAIRS:** You are responsible for and will take good care of the Leased Premises and the fixtures, appliances, and furniture in the Leased Premises. You shall not remove any of our property or perform any repairs, painting, wall papering, electrical changes or other alterations (other than small nail holes in sheet rock in your Bedroom for hanging pictures) on any part of the Leased Premises without our prior written consent. In the event of the negligent or careless use of or damage to the Leased Premises by you or your guest, including but not limited to damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom; damage to furniture, appliances, doors, windows or screens; damage from windows or doors left open; and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord, we shall require you to pay for all costs of repairs or maintenance necessary within ten (10) days of receiving notice of such charges. Such charges may include costs to repair damage that may have been caused to the Apartment by your Roommates if we cannot determine who is responsible for the damage. The Manager is not required to provide invoices for such repairs. Any overpayment of charges will be applied against any Rent due. Late fees, as described in Section 11 of the Lease, will apply to damages and other charges. You agree to leave the Leased Premises in good condition at the end of the Lease Term, reasonable wear excepted. “Reasonable wear” means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligation to pay the charges for repair and maintenance described in this Section shall survive the termination of this Lease. ☐

You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties and attorney’s fees under applicable law. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof. You are responsible for working batteries in your smoke detector and other safety equipment at all times, as well as working light bulbs. Manager has the right to enter into the Apartment to replace batteries or light bulbs in the case that they are not maintained by you, and you will be charged for the cost of replacement.



7. **EMERGENCY REPAIR NOTIFICATION:** Call 911 in the event of any fire or life-threatening emergency. If repair and/or maintenance are needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately in the case of malfunctioning utilities, fire, water overflow/intrusion/leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time after the immediate emergency notification. Once we receive notice, we shall make a diligent effort to complete necessary repairs, and during such time you shall not stop payment of or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others. If there are additional damages caused by a deficiency which you did not report to Manager, you shall be responsible for the costs of repair for such damages.
8. **NON-EMERGENCY REPAIR NOTIFICATION:** You must notify us promptly in writing via email or the resident portal of any non-emergency repair or maintenance service needed. Additionally, you must notify us in writing promptly in the case of electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the premises in good working order or to prevent damage. Once we receive the written notice requesting repair or maintenance, we will act with reasonable diligence to make necessary repairs and reconnections, but during that time you shall not stop payment of or reduce the Rent unless otherwise allowed by law. If you are delinquent in payment or Rent at the time a notice of repair is delivered to us, we shall not be obligated to complete the repair.

We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption, as determined in our sole judgment. Neither the Landlord nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we are making repairs, alterations or improvements to the Premises, or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, at our sole discretion, you will have to pay in advance any additional charges resulting from such request.

Neither the Landlord nor the Manager shall be liable to you or your guests for personal injury or damage to or loss of personal property, including any vehicle you own, use or is in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of the Manager. You are required to maintain your own insurance for such losses.

9. **MOVE-OUT CONDITION/ABANDONED PROPERTY:**
- a. When you move out of the Leased Premises, whether at or prior to the End Date, the Leased Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Leased Premises, or if any furniture or appliances have been damaged, you shall be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff. If you do not complete a walk-through, you agree to accept our assessment of damages and charges when we inspect the Leased Premises. Manager may, but is not required to, provide proof of damages, such as pictures or work order copies, at the time the damages are assessed to you. We are not required to provide invoices for work performed by vendors.
  - b. If you leave any personal property in or on the Leased Premises after surrendering or abandoning the Leased Premises, we may dispose of such personal property, donate the personal property to a charitable organization, or sell or store such personal property. For purposes of this Lease, "surrender" occurs when, in our reasonable judgment, you have vacated the Leased Premises and either the date specified by you in a written termination or move-out notice to us has passed or you have returned your keys and access devices provided under this Lease. "Abandonment" occurs when you have vacated the Leased Premises (in our reasonable judgment), Rent is due and unpaid, and your personal property has been substantially removed from the Leased Premises.
10. **LEASE TERM:** This Lease starts at 2:00 p.m. on the Start Date, and ends at 12:00 p.m. on the End Date, but you may not occupy the Leased Premises until this Lease and other required documents have been fully signed by all parties. Your status or enrollment as a student does not shorten the Lease Term or reduce or limit your liability.
- If you intend to terminate this Lease prior to the End Date, you must provide the Manager with thirty (30) days' advanced written notice of the specific date you will be leaving, and you must pay all Rent through the End Date by the time that you move out. Verbal notification of your intent to terminate this Lease early without delivering to us written notice is not sufficient. If terminating this Lease early, you shall not be released from liability under this Lease, and we can withhold your Security Deposit unless all Rent through the End Date has been paid.
- If you fail to vacate the Leased Premises after the Ending Date or the termination of this Lease, you will pay us Rent for the holdover period and indemnify us and prospective tenants for damages, including but not limited to lost rent, lodging expenses for prospective tenants unable to move in due to your holdover, costs of eviction, and attorneys' fees. Rent for any holdover period shall be \$250.00 per day (defined as any portion of a 24-hour period), and shall be immediately due and payable without notice or demand.
11. **RENT AND ADDITIONAL CHARGES:** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time Base Rent installments are due) on or before the due date without any demand for payment. All checks should be made payable to Landlord. The Rent is payable at the Manager's office (or at such other place as we may notify you of in writing). We have the right to require payments, or certain types of payments, to be made online via our payment portal, and to charge a nominal processing fee in accordance with company policy. If you pay with a bank account that account must allow electronic processing. If, at our sole discretion, a check, money order, cashier's check, or credit card is accepted at the office as payment, we reserve the right to charge a nominal processing fee in accordance with company policy. We agree to accept at least one payment type without a processing fee, so you will have an option to make payments without incurring a processing fee. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, including an act of God, or to reduce any Rent payable to us. At our option, we may require that Rent, fees, or charges be paid in either certified or cashier's check, money order or personal check. If two (2) payments for Rent are



returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier’s check or money order. Cash will not be accepted.

- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month, and rent is late if not paid in full by the 1st of the month. If Rent is received by Manager on or after 12:00 p.m. on the fourth (4th) day of the month, the Manager will charge you, and you agree to pay, an initial late charge of \$35.00. In addition, if Rent remains unpaid after 12:00 p.m. on the fifth (5th) day of the month, Manager will charge you, and you agree to pay, an additional late charge of \$10.00 per day for each additional day that Rent remains unpaid, not to exceed \$200.00. If you mail or deliver a Rent payment outside of business hours, you acknowledge that it will not be processed until the business day following receipt, and you may incur a late fee. Online payments can take up to forty-eight (48) hours to process, and it is your sole responsibility to initiate payment early enough to ensure it can be processed, or a late fee may be assessed. You agree to pay a fee of \$50.00 for each returned check (plus any fees charged to us by a bank), plus the above late fees, until we receive acceptable payment. The same late fees shall apply regardless of whether the payment is not approved because you provided incorrect account information, your spending limit does not allow for the transaction, or you experience other issues with your account.
- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations other than Rent and then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on your method of payment, and regardless of when or how the obligation became due.
- c. We may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The Manager’s acceptance of a partial Rent payment does not imply that the Manager accepts your account as current. In the event that your Rent is not paid in full, the Manager will charge you, and you agree to pay, late fees on any outstanding balance. In addition, Landlord’s acceptance of any check marked “final payment” or “paid in full” does not absolve you of any outstanding balance.
- d. You are liable for all costs or charges associated with the provision of special services to you or at your request, and for all fees or fines as described in the Apartment Community rules and regulations (the “Rules and Regulations”), which are attached to this Lease as Exhibit A. You may prepay for future installment payments. If you overpay we are not responsible to refund such overpayment. If we agree to refund such overpayment at your request, a fee may be charged. You agree to receive electronic mail reminders, alerts and offers at e-mail addresses provided and waive the right to hold us liable for spam as defined in the CAN-SPAM Act.

12. **SECURITY DEPOSIT:** On or before the execution of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security for your obligations under this Lease. Landlord shall not be required to pay any interest to you for the Security Deposit. If you fail to pay any part of the Security Deposit in accordance with this Section, we, at our sole discretion, may view this as a default of this Lease and may opt to terminate the Lease. If we choose to do so we will notify you via email to the email address provided on your rental application. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit.

Landlord may deduct reasonable charges from your Security Deposit for the following: (i) the cost of labor and materials for cleaning and repairs, in excess of “normal wear”; (ii) any unpaid balance including Rent, other charges, and late charges; (iii) any costs of re-letting the Leased Premises after a breach of this Lease, including the reasonable cost incurred by the Landlord to rekey a Security Device; (iv) any court costs incurred by Landlord in connection with terminating the tenancy; (v) a \$100 per bedroom and carpet cleaning fee (this can be increased by \$50 per bedroom if cleaning is excessive); (vi) any costs for removal of garbage, debris, or abandoned personal belongings or furniture left in the Apartment (this is not included in the cleaning fee); and (vii) any other costs to return the Apartment to its original condition less normal wear and tear. If deductions exceed the Security Deposit, you agree to pay the excess in funds deposited with the Manager, within three (3) days after written demand by Manager. If you have not paid the excess charges thirty (30) days after the Lease End Date, we have the right to submit your account to a third-party collections agency who will take necessary action to collect the balance, including but not limited to impacting your credit score and report.

You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we opt to, all or any part of the Security Deposit for any of your unpaid obligations. You agree that we have thirty (30) days after the later of (i) expiration or termination of this Lease, (ii) surrender and acceptance of the Leased Premises and (iii) our receipt of written notice from you of your surrender of the Premises, to return any unused portion of the Security Deposit to you. Along with the returned portion of the Security Deposit, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit, which we may provide via email. Notwithstanding the foregoing, we are not obligated to return your Security Deposit or give you a written description of damages and charges until you give us a written statement of your forwarding address for the purpose of refunding the Security Deposit.

13. **UTILITIES:** Please see the State-Specific Addendum to Lease Contract attached hereto as Exhibit A.

14. **NETWORK ACCESS:** Internet access may be provided to the Apartment Community by a company selected by Manager in its discretion (the “**Provider**”), and such Provider may charge a fee for such service and, from time to time, supply content, software or information service to the Apartment Community through Provider’s integrated communications and/or internet access system (“**System**”). At our discretion and from time to time, we may change the Provider and/or make changes to the System.

You are responsible for avoiding harmful activities such as hacking, the distribution of internet viruses, worms, Trojan horses, or other destructive activities. The aforementioned activities may result in serious civil and criminal liability under federal and state law. We will not, as on ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. We may monitor the System electronically to determine that the System is operating satisfactorily.

We do not assume responsibility for the security of communications transmitted over the System. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System or use the System in any way that precludes or significantly hampers the ability of others to use the System; or (ii) engage in any activity that requires or utilizes large portions of bandwidth allocated to the System, or would cause less than generally acceptable usage speeds for others. The Manager may limit your bandwidth utilization from time to time, if we, in our





sole discretion, determine your utilization is excessive. Because the System is shared by many other users, we recommend your use of “Personal Firewall Software”.

Use of the System is at your sole risk, and we shall not be liable in connection with the usage of the System by you or any third party. We do not warrant that the System will provide uninterrupted service free of errors. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission of speed is guaranteed at any time. We will not be liable for any interruption, surge, or failure of the System or for any damage directly or indirectly caused by such interruption, surge or failure.

Should you desire to use alternative internet or on-line services, you may do so at your expense.

15. **LIABILITY/INDEMNITY:** Neither Landlord nor Manager, nor our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your Roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **Except for Landlord’s liability arising under applicable law, you, for yourself and for your guests, release us and the Manager, and our respective successors and assigns and our and their respective employees, officers, directors and affiliates (collectively, the “Released Parties”) from any and all claims and/or damages (i) for loss or theft of your or your guest’s personal property and/or an owned or operated vehicle, and/or (ii) which may arise out of any accidents or injuries to you, members of your family or your guests, in or about the Leased Premises, the Apartment, the Building or the Apartment Community, even if such claim or damage was caused in whole or in part by the negligence of the Released Parties. You assume for yourself and all members of your family and your guests, any and all risks in connection with use of the Apartment, the Building, the Common Areas, the Apartment Community or the Apartment Community’s recreational facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for your use, and at the user’s sole risk. You hereby indemnify Landlord and Manager and each of the Released Parties from and against any and all claims, liabilities, actions, costs and damages which the Released Parties may suffer or incur as a result of your negligence, willful misconduct and/or violation of this Lease.** If you file suit against us and a judgment is found in our favor, you will pay all legal fees we incur in defense of the suit. You also waive your right to a jury trial.

16. **DEFAULT AND REMEDIES:** You are in default if:
- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
  - b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, or any fire, health or criminal laws, regulations, and codes, regardless of whether arrest or conviction occurs;
  - c. Any of the utilities which are the responsibility you or your Roommates are not paid on a timely basis or are disconnected or shut-off;
  - d. You fail to move into the Leased Premises after completion of all required documentation;
  - e. You abandon the Leased Premises;
  - f. You or your Guarantor (as defined in Section 32) have made any false statement or misrepresentation of information supplied to us, or it is discovered that this Lease document was tampered with or modified in any way without consent of Landlord;
  - g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, or illegal drug paraphernalia as defined by applicable law;
  - h. Any illegal drugs or illegal drug paraphernalia are found in the Leased Premises (whether or not we can establish possession);
  - i. You fail to maintain renter’s insurance as required by Section 28;
  - j. You create a nuisance or disturbance within the Apartment or the Apartment Community; or
  - k. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease or the Rules and Regulations.

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

- a. Collect any fine imposed by the Rules and Regulations;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your default;
- c. Terminate your right to occupy the Leased Premises, without terminating this Lease or your monetary obligations, by giving you at least one day written notice to vacate
- d. Collect any lost Rent, the cost of re-letting the Leased Premises (including but not limited to leasing fees, advertising fees, utility charges, and other fees necessary to re-let the Leased Premises), costs to repair the Leased Premises beyond ordinary wear and tear, all costs associated with your eviction (including but not limited to attorneys’ fees, court costs, costs of service, witness fees and prejudgment interest), all costs associated with collection of amounts due under this Lease (including but not limited to collection fees, late charges, and returned check charges, and any other recovery to which Landlord is entitled by law; and
- e. Report all violations to credit reporting agencies.

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



In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. If you make payment in full when such an action has been initiated we may, at our sole discretion, opt to cease the action, and you will be responsible for all attorneys' fees incurred up to that time.

17. **LANDLORD'S RIGHT TO ENTER:** Before accessing your Bedroom or Apartment, we will attempt to first contact you, but we and the Manager, and our respective agents, employees, repairers, services and representatives, may enter the Leased Premises at reasonable times without notice if you or your Roommates have placed a work order or for inspection, maintenance, housekeeping, leasing, property management, to show the Apartment to prospective tenants, for any other purpose reasonably connected with Landlord's interest in the Premises. Additionally, we and the Manager, and our respective agents, employees, repairers, services and representatives may, without first attempting to contact you and without notice, enter the Leased Premises at reasonable times to make emergency repairs, survey or review the Apartment's condition and take photographs to document the condition, leave written notices, or seize nonexempt personal property if you are in default of this Lease. Entry may be gained by use of a pass key or other means, including disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby.
18. **FIRE OR OTHER CASUALTY:** If, in our judgment, the Leased Premises, the Building, or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you, a member of your family, your guest or your invitee did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Leased Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction we may provide temporary housing within the Apartment Community or within a reasonable distance of the Leased Premises, and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Leased Premises unless you, a member of your family, your guest or your invitee caused the fire or other casualty. We have the right to transfer you to another Apartment at our sole discretion.
19. **RULES AND REGULATIONS:** You and your guests must comply with all written rules and regulations which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These Rules and Regulations are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the Rules and Regulations at any time at our sole discretion by posting a notice for thirty (30) days in the Common Areas or by written notice to you.
20. **SUBORDINATION:** The lien of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a tenant under this Lease. Therefore, if a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
21. **SALE OF APARTMENT COMMUNITY:** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new owner of the Apartment Community a copy of this Lease and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection with this Lease.
22. **TENANT INFORMATION:** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.
23. **LIABILITY OF TENANTS:** Each you and your Roommates are jointly and severally liable for all Lease obligations relating to Common Areas in the Apartment; however, only you are liable for the Lease obligations relating to your Bedroom and the payment of your Rent and other payments under this Lease. You are not liable for any of your Roommates' obligations as to their bedrooms or their rent payable to us. Your Bedroom has been assigned to you by the Landlord. If you fail to move into your assigned Bedroom, or elect to switch rooms with a Roommate, you are still responsible for the Bedroom to which you were assigned. We will not rearrange bedroom assignments. Any damages to your assigned Bedroom are entirely your responsibility. You are responsible for any damage/violations caused by your guests. Any damage to the Common Areas of the Apartment will be divided evenly and billed to you and your Roommates.
24. **LIABILITY OF LANDLORD:** Except as provided by statute, if we violate this Lease, you must provide us written notice of the nature of our violation and allow us thirty (30) days to cure it before bringing any action against us for such violation.
25. **SAFETY:** WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. The Texas Property Code requires the Leased Premises to be equipped with certain types of locks and "Security Devices", which shall have the meaning ascribed to such term in Section 92.151 of the Texas Property Code. Landlord has rekeyed the Security Devices since the last occupant vacated the Leased Premises or will do so within seven (7) days of when you move in. Other than the required Security Devices, we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the premises are not a security building and that you do not hold us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY. You are required to comply with the Safety Guidelines as set forth in Exhibit B.
26. **RELET OR SUBLEASE:** You may not assign this Lease or sublease the Leased Premises without our written consent. Upon signing this Lease you are legally obligated to all terms and conditions within. School enrollment changes or other change in circumstances do not release you from the financial responsibility of this Lease. In order to be released from the financial responsibilities and other obligations pursuant to this Lease, you may re-let your Bedroom to another qualified individual, pending satisfaction of the Rental Qualifications, as set forth in Section 32, and our approval, which is at our sole discretion. If the new applicant is of a different gender than the others in the Apartment, all Roommates and their respective Guarantors must approve the coed living arrangement in writing.



To sublease or re-let the Leased Premises, you must:

- a. Notify us in writing that you intend to re-let the Leased Premises and pay the associated fee, as set forth in Section 27;
- b. Find a qualified replacement tenant (a "New Tenant") to take over the remaining term and payments of this Lease;
- c. Upon finding a New Tenant, notify Landlord in writing of his or her full name and intent; and
- d. Coordinate with the New Tenant and Landlord to facilitate the submittal of the New Tenant's rental application, and other documents needed to meet our requirements.

Upon application approval, New Tenant must sign a lease agreement containing the exact same terms of this Lease (concessions will be forfeited) and make all required payments of fees and deposits. Unless expressly stated otherwise in an assignment or sublease agreement, you will not be released from your obligations under this Lease. An assignment or sublease of this Lease without our written consent shall be voidable by Landlord. Upon New Tenant's execution of the sublease agreement, and after New Tenant has paid all monies due and physically takes possession of the Bedroom, you will be notified in writing of your official release from this Lease.

27. **RE-LET or SUBLEASE FEE:** You are required to pay a \$250.00 fee to sublease or re-let your Bedroom. This charge will serve to partially defray our costs in making the Leased Premises available for re-letting and for re-letting the Premises. This charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us. Application fees and administration fees are non-refundable and cannot be prorated or refunded, regardless of timing. The New Tenant will be responsible for application fees, administration fees, and any other fees that apply to applicants. You shall be responsible for all costs related to cleaning and repairs, as well as rent for any days between the termination of your lease, and the start date of the new lease.

28. **TENANT'S INSURANCE:** You agree to maintain, at your sole expense, a standard tenant or renter's insurance policy, or its equivalent, issued by a licensed insurance company of your selection, for the entire term of this Lease. You understand that the insurance coverage purchased by Landlord is not intended to protect you against any loss or damage, including but not limited to: burglary, vandalism, fire, smoke or flood. Landlord is not responsible for loss or damage resulting from you or your Roommates' negligence. Additionally, Landlord is not responsible for any damage to the property caused by you and/or all associated guests including but not limited to your Roommates, family members or guests, whether caused willfully, accidentally or through negligence. You hereby acknowledge that you have been advised that Landlord is not responsible for damages to your personal property.

Failure to comply with this requirement is considered default. You must provide proof of such insurance to Landlord prior to the Start Date, and will you not be given possession to the Leased Premises until this requirement has been met. The insurance policy must meet the following minimum requirements:

- a. Coverage of at least \$50,000 in personal liability (bodily injury and property damage) for each occurrence;
- b. Leased Premises must be listed as the location of the tenant insured;
- c. Landlord must be listed as an additional insured; and
- d. Coverage of all furniture, television(s) and other items leased or provided by Landlord against theft or damage.

29. **GENERAL:** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout this Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.

30. **MANAGER/NOTICES:** Manager shall manage the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease must be delivered by personal delivery or certified mail; return receipt requested and will be considered delivered and received upon actual receipt. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: c/o Campus Life and Style, LLC, 7500 Rialto Blvd. Bldg. II Suite 290, Austin, TX 78735, Attention: Senior Vice President of Operations.

31. **MODEL DISCLAIMER:** The model apartment (located within the Apartment Community) shown to you, including but not limited to the carpet, floor coverings, paint, counter tops, fixtures, appliances, wallpaper, furniture and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which Landlord and its affiliates intend to use in the Apartment to be leased to you. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the Apartment leased to you may vary. The actual Apartment leased to you may vary in approximate size, square footage, and layout. You acknowledge that the content and decorations in the model apartment are for display purposes only and the Apartment leased to you will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations. The actual furniture provided may vary by number of bedrooms and bathrooms in your Apartment.

32. **RENTAL QUALIFICATION GUIDELINES:** You or your "Guarantor", who is defined as an individual willing to take responsibility for the financial requirements of this Lease and is (i) your parent or legal guardian; or (ii) another person related or known to you, shall be required to submit certain information and meet certain criteria, as outlined on Exhibit C, to be qualified to enter into this Lease.

33. **MOLD PROVISIONS:** Please see the Mold Addendum attached hereto as Exhibit D.



34. **PEST INFESTATION.** Whether or not you experience a pest infestation in the Leased Premises depends largely on you maintaining the Leased Premises in a neat, clean and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly notify Landlord of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand items and to always maintain the Leased Premises in a clean and sanitary condition, to reduce the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:
- a. To keep the Leased Premises in clean and sanitary condition at all times and further agree not to introduce any furniture or textiles from unknown sources into the apartment;
  - b. To cooperate with Manager with timely access to the your dwelling to inspect, plan, and eradicate pests and further agree to complete all tasks recommended by a qualified expert;
  - c. To immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective;
  - d. That you may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by Landlord;
  - e. That neither Landlord nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence;
  - f. That used articles of clothing, mattresses, linens and bedding Items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you shall not to use or store secondhand items in the Apartment without first having a licensed exterminator certify that such items are pest free;
  - g. That vinyl mattress covers may in certain situations be helpful to combating or preventing pest infestations, and you shall continuously use a vinyl mattress cover on all mattresses in the Apartment, if Landlord asks you to do so;
  - h. That immediate and continuous access may be required to address a pest infestation, and you shall provide us and our consultants with open access to inspect, remediate and monitor a pest infestation;
  - i. Remediation methods will be determined by Landlord, in Landlord's sole discretion, and you authorize Landlord to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you may have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation;
  - j. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. Landlord may choose to relocate you to another apartment, to another comparable facility, or to temporary reasonable housing;
  - k. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Unit, you cannot stop payment of or reduce Rent; and
  - l. Landlord will not be responsible for any injuries or damages to you or any other person that results from a pest infestation, and you agree for yourself and all other parties to release and indemnify Landlord in accordance with this Lease. You understand and acknowledge that you are responsible for all remediation cost or expense resulting from your failure to comply with any of these guidelines.
35. **ROOMMATE ASSIGNMENTS:** Roommate assignments are offered as a convenience to you, and neither Landlord nor Manager assumes any liability for claims relating in any way to roommate assignments. You are solely responsible for your interactions with your Roommates. You understand that we do a routine rental application screen, which may not constitute a full criminal background check. We do not inquire into the backgrounds of all of the residents in the Apartment Community (beyond what is contained in the rental application) or attempt to verify their statements. Neither Landlord nor Manager makes any representations or warranties as to the conduct of your Roommates or their compatibility with other Roommates. You voluntarily assume any risk in the roommate assignment process and hereby waive and release Landlord and Manager from any and all claims related to the roommate assignment process and/or the conduct of any of your Roommates. In no event shall Landlord or Manager be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the roommate assignment service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or residency with your Roommates. You agree to take reasonable precautions in all interactions with your Roommates. You understand that Landlord and Manager make no guarantees, either express or implied, regarding your ultimate compatibility your Roommates assigned through the roommate assignment service. You should not provide your financial or personal information (for example, your credit card or bank account information) to your Roommates.
36. **PARKING:** If renting a parking spot within the Apartment Community, you must complete the Parking Agreement attached hereto as Exhibit F and comply with all applicable parking rules set forth therein.
37. **SPECIAL PROVISIONS (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease:





EXHIBIT A  
STATE-SPECIFIC ADDENDUM TO LEASE CONTRACT  
DISTRICT ON LUTHER  
(TEXAS)

Notwithstanding anything to the contrary in the Lease, and in the event of any inconsistencies between the terms and conditions of the Lease and this state-specific addendum, this addendum shall control and be binding upon the parties to the Lease.

1. Utilities: We agree to furnish trash, cable, internet, and pest control for the Apartment; subject to change. Electricity and water/sewer will be billed to us and will be payable by you as additional Rent. You and your Roommates must pay and provide required deposits for all (applicable) city services, city fees, charges for local and long distance phone service, additional or private lines, information, 911 calls or any other services not included above. All utilities may be used only for normal household purposes and must not be wasted, and, if applicable, within one (1) business day after the Lease Start Date, utilities for the Apartment payable directly by you must be placed in your name or in the name of one of your Roommates for the full Lease Term. If it is necessary for us to pay any costs due to your failure to pay utility providers, your failure to activate any utility under your name or if you disconnect any utility before the Lease End Date, then you will reimburse us for such costs plus fifty dollars (\$50.00) for administrative costs. You are responsible to pay for all applicable utilities during the Lease Term even if you move out prior to the ending date. Except as provided by applicable law, we are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of utility services. If at any time we use an outside vendor to provide utility billing services, we have the right to charge you up to sixty dollars (\$60.00) per year for such services, and such amount will be payable by you to us as additional Rent. Unless otherwise specified by applicable law, Landlord reserves the right to change terms in the section at any point with proper notice to you.
1.

## EXHIBIT B

### APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents in the Apartment Community. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease, and Landlord may proceed with legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or damage or loss to personal property. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

#### USE AND CONDITION OF APARTMENT AND LEASED PREMISES; MAINTENANCE

Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If you install draperies over the blinds, any damage to the blinds will be repaired by you or at your expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment or Building, or displayed on the inside of an Apartment, so as to be visible from outside of the Apartment. Screens, if provided, must remain in place at all times.

- Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Leased Premises caused by leaving windows or doors open during inclement weather will be your responsibility. You may not remove any furniture, equipment or appliances from the Apartment. You cannot paint or wallpaper any of the walls in the Apartment. If you do so, you will be fined and charged to repaint the walls.
- Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by Landlord for use within the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. Only balcony/patio furniture may be kept on balconies/patios. You are not allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on the Leased Premises including balconies/patios or garage areas. If any unauthorized items are found on balconies/patios at any time, they may be removed by Manager at your expense, and disposed of, without further notice. Violation of this provision will result in fines and charges related to any damage caused by such violation.
- All light bulbs, tubes, and batteries must be operational at all times during the duration of the Lease Term and at the Lease End Date. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday. If the Manager finds any non-functioning bulbs or batteries, the Manager may opt to replace such bulbs or batteries and bill the cost to you, without further notice, as this is safety issue. If there are recurring violations of this provision, additional fines may be charged.
- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
- You may not distribute, post, or hang any signs or notices in any portion of the Apartment Community without approval from the Manager.
- No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Leased Premises, including without limitation on outside or inside walls, roof, windows, or balcony railings.
- Locks may not be changed or added by you or your Roommates without prior written permission of Landlord. Locks and the appropriate key card(s) must be left in place upon vacating the Leased Premises. Keys to changed locks will be deposited with the Landlord. If you should lose the front door key, Landlord requires that the front door lock be changed; you will be responsible for all costs associated for said lock change. You will be fined for after-hour lock outs at \$75.00 per occurrence. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease on the Lease End Date or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
- Solicitation shall not be permitted at the Apartment Community, either by you, other residents, or outside solicitors. You shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other people within the Apartment Community.
- If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger such overhead sprinkler system. Do not hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither Landlord nor the Manager will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property, as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, that results from your triggering of the overhead sprinkler system.
- You must dispose of all trash and recycling in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment, Building, or in the Apartment Community. Landlord will impose a reasonable fine for violation of this provision as well as for any littering by you or your guests. If Landlord finds garbage left outside of the Apartment, we may opt to remove it and charge a fee of \$25.00 per bag. Furthermore, if your Apartment is considered to be in an unsanitary condition, Landlord may opt to have it cleaned and divide cost evenly among you and your Roommates.
- You must keep all utilities to your Apartment active from the Lease Start Date through the Lease End Date regardless of whether you choose to vacate the Leased Premises before the Lease End Date, or if you choose to move in after the Lease Start Date. You cannot turn off your utilities if you leave temporarily, such as for a vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather: (i) keep the Apartment heated to a temperature adequate to prevent the pipes from freezing; (ii) Keep cabinet and closet doors open; and (iii) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of utilities being turned off or because of broken water pipes due to your violation of these requirements.



- Pets, unless otherwise authorized by Landlord, owned or visiting, are not allowed in your Apartment or on the Leased Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the Leased Premises. The following rules shall apply to a violation of this policy:
  - *First violation:* A written warning will be issued to you specifying the complaint, a \$250.00 per pet charge will be assessed against you, and the Landlord may, in its discretion, declare you to be in default under the Lease. Any pet must be removed from the Leased Premises within twenty-four (24) hours of written notice by Landlord. You will be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this provision. If you violate this provision, you will be charged (and agree to pay) for flea treatment on the Leased Premises.
  - *Second violation:* Landlord will declare you to be in default under the Lease and you and your Roommates will be responsible for any and all damages caused by the unauthorized pet including but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. You will be charged a second violation charge in the amount of \$500.00 per pet.
  - If, at Landlords sole option, we approve a pet, we may charge you additional pet fees. If you do not clean up pet waste promptly we may charge a fine of \$50 per occurrence.
- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one gallon are permitted on the Leased Premises. Consumption of alcohol is prohibited in all Common Areas outside of your Apartment. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

**GUESTS/DELIVERIES**

You must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. Access will not be granted to any person, including guest(s), family members, delivery service, or maid service without your prior written permission. If we opt to provide access with written notice and property identification we may charge a convenience fee of \$20.00 per occurrence. All guest(s) must be accompanied by you at all times while on the Leased Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed six (6) days in one month. If your guest has exceeded three (3) consecutive days and/or six (6) days in one month, you will receive a warning asking for your guest to be gone within a twenty-four (24) hour period. If the situation is not remedied, you will be in violation of your Lease, which could result in your default. If we accept packages for you it is only as a courtesy, and we are not responsible for your packages or deliveries. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender.

**COMMON AREAS**

Use of Common Areas within the Apartment Community shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of you and your family and guests. You and your guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless you are also present. No persons under the age of sixteen (16) will be allowed in any recreational area at any time, unless accompanied by an adult. You hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by you and your family and/or guests in their use and enjoyment of the Common Areas or other provided facilities and amenities. You are responsible for the actions of your guests. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.

**FIRE SAFETY/SAFETY**

**DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICES. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING DAMAGE TO THE COMMUNITY. IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULTS FROM YOU, YOUR FAMILY MEMBERS' OR YOUR GUESTS' VIOLATION OF THIS RULE.**

- All grills (gas, charcoal, electric) and smokers are prohibited in the Apartment or on the balconies/patios and garage areas of the Building. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. You are responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- Immediately call 911 in the event of a fire or life-threatening emergency.
- Candles or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, and all other smoking devices. Neither Landlord nor Manager will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your Apartment and the Apartment Community and acknowledge that smoking is prohibited in the clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**



- Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
- Neither Landlord nor the Manager assumes any liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Leased Premises.
- You agree that we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that we have NO DUTY OF PROTECTION FOR YOU. If we inform you of a civil order to evacuate, or in our judgment an evacuation is required to protect life or property, and you fail or refuse to evacuate, you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
- Violations of these policies may result in fines or charges to repair damages caused by the violations assessed by the Manager or the fire marshal. Multiple violations may result in double fines.

**VEHICLES/PARKING**

- Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
- If Landlord designates certain parking areas within the Apartment Community as “Resident Only Parking” or “Guest Only Parking”, you acknowledge that you and/or your guests who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner/operator.
- If a visitor permit is required, you understand that any friends, family, or other guests may not park in the parking lots without a permit, and if they do they can be towed at vehicle owner’s expense.
- You shall hold Landlord and its agents harmless from all claims of damages, loss, or injury to any automobile, person, or any kind while in the parking area.
- You and/or your guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. You acknowledge that you and/or your guests who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner/operator, without further notice. If a permit is required, you are responsible to obtain one in advance of your using the permitted spot during business hours.
- You shall be solely responsible for obtaining proper vehicle insurance. You will be responsible for any repairs to the parking lot caused by the neglect or misuse by you or your guests.
- You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
- If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, or you are not parked in a legal parking spot, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you vacate the Leased Premises or upon your Lease End Date. A returned parking decal will not be accepted after keys have been turned in; items must be turned in at the same time to avoid replacement cost being charged by the Manager of the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the Manager’s office before a replacement parking decal will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is your responsibility to pick up a new parking decal.
- You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle anywhere within the Apartment Community.
- Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner/operator of the vehicle.
- Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed. Landlord may require you to remove your vehicle from the lot due to an emergency, or for regular maintenance.
- A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of the Apartment Community or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or Bedroom(s).
- Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
  - o The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
  - o The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.





- o The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
- o The vehicle or motorcycle is parked in an Apartment or Building.
- o Any other violation of the foregoing rules and regulations exist.

#### **TANNING DEVICE REGULATIONS & WARNINGS**

The FDA has classified all tanning beds and sun lamps as higher-risk, class II devices. If there is a tanning device at the Apartment Community, use of the tanning facility by you is subject to the following:

- If you do not tan in the sun, you are unlikely to tan from use of the tanning device.
- You must be 18 years of age or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- You must follow the manufacturer's instructions for the use of this device.
- You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to the eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) 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 drugs, you should consult a physician before using a tanning device. Medications or cosmetics may increase your sensitivity to ultraviolet radiation from sunlamps.
- If you are pregnant, you should consult a physician before using a tanning device. Pregnant woman or women using oral contraceptives who use this product may develop discolored skin.
- 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 the tanning device.
- You can only tan 1 time within a 24 hour period.
- Do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

Precautions are necessary for safe tanning. You agree to comply with all instructions on the use of the UVA tanning systems, to use these services at your own risk, and to protect your vision by using protective eyewear. We, and our partners and agents, are not liable for any injury to person or property caused in any way by the use of the tanning facilities, devices or services. We are not liable for the loss or theft of any personal property while at the tanning facility; you are responsible for safeguarding your own property.

#### **OTHER RULES AND REGULATIONS/PROHIBITIONS**

- Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents of the Apartment Community. Management reserves the right at any time to fine, contact Guarantors, charge a fine, or declare you in violation of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
- Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
- Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
- No gathering, unless sponsored by Landlord or Manager, may exceed ten (10) people.
- Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.



- Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct; (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia; (iv) engaging in or threatening violence or any criminal activity; (v) possessing a weapon; (vi) discharging a firearm in the Apartment Community; (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner; (viii) canvassing or soliciting business or contributions; (ix) operating a business or child care service within the Leased Premises or Apartment Community; (x) storing anything in closets having gas and/or electric appliances; (xi) tampering with utilities or utility systems; (xii) bringing or storing hazardous materials into the Apartment Community; or (xiii) using candles or kerosene or gas lamps in the Leased Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your Lease for any of the above mentioned violations.

#### **SERVICE REQUESTS**

We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call the Manager during posted office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

#### **MODIFICATION OF RULES AND REGULATIONS**

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time in our sole discretion. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to you via email or posted in a public area of the Apartment Community used for such purposes for thirty days (30). You are responsible for your guests' compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

#### **SECURITY ACKNOWLEDGMENT AND RELEASE**

##### **BY EXECUTION OF THE LEASE, YOU AGREE AS FOLLOWS:**

Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Leased Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Leased Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **NEITHER LANDLORD NOR MANAGER OWES ANY DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

#### **NOTICE ACKNOWLEDGEMENT AND RELEASE**

The methods that you may use to provide notices to Landlord are described in the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook®, Instagram®, Twitter®, and others) or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease. Landlord shall NOT be deemed to have received notice from you until you have provided notice in the manner described in the Lease.

#### **MEDIA AND MARKETING ACTIVITIES**

You consent to our use of photographs and/or video of you taken at functions or events sponsored by Landlord or Manager, or in Common Areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, and flyers, for posting on social networking sites such as Facebook and our websites and other related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images. Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, you give Landlord permission to email and text message information as it relates to the Apartment Community and Leased Premises. You will receive email and text messaging directly from the Landlord; no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

**BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE RULES AND REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE, AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.**



EXHIBIT C

**SAFETY GUIDELINES**

We would like for you to be aware of some important guidelines for your safety and the safety of your guests and your property. We recommend that you consider following these guidelines, in addition to other common sense safety practices:

**INSIDE YOUR APARTMENT**

- Lock your doors and windows—even while you're inside.
- Use your night latches or dead bolt locks on the doors while you're inside.
- When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- Do not give out keys, gate or lock combinations.
- Don't put your name, address, or phone number on your key ring.
- If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to rekey the locks. We will be happy to accommodate you, and we will charge you the cost of rekeying.
- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other Security Devices regularly to be sure they are working properly.
- Immediately report the following to the Manager—in writing, dated and signed:
  - o Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
  - o Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night.
- Mark or engrave identification on valuable personal property.

**OUTSIDE YOUR APARTMENT**

- Lock your doors while you're gone.
- Leave a radio or TV playing softly while you're gone.
- Close and latch your windows while you're gone, particularly when you're on vacation.
- Tell your Roommate(s) where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away on vacation.
- While on vacation, have your newspaper delivery stopped.
- While on vacation, have your mail temporarily stopped by the post office.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

**YOUR VEHICLE**

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Whenever possible, don't leave items in your car, such as tapes, CD's, wrapped packages, briefcases, or purses in view.
- Don't leave your keys in the car.
- Carry your key ring in your hand while walking to your car—whether it is daylight or dark and whether you are at home, school work, or on vacation.
- Try to park your car in a well-lit off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Don't stop at gas stations or automatic- teller machines at night—or anytime when you suspect danger.

**PERSONAL AWARENESS**

No security system is failsafe. Even the best system can't prevent crime. Always be aware of your surroundings, and always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

EXHIBIT D

RENTAL QUALIFICATION GUIDELINES

Welcome to Campus Life & Style! Before you complete a Lease Application, please take the time to review these rental qualifications. Please note that these are our current rental qualification criteria, and nothing contained in these requirements shall constitute a guarantee or representation by us that all people currently residing in the Apartment Community, including the Roommates that will occupy the Apartment with you, have met these requirements.

GUARANTORS

Landlord has the right to require a Guarantor on all leases. The Guarantor Agreement must be returned within fifteen (15) days of lease signing. If a Lease is signed but the Guarantor Agreement is not returned, the Lease terms will still be in effect. It is your responsibility to return completed Guarantor Agreement in a timely manner. When a Guarantor executes the Guarantor Agreement, Guarantor agrees to guaranty your Lease. Guarantor will have access to information regarding your Apartment and your payment status, and may be copied on any communications to you; however, Landlord is not responsible to notify Guarantor of all communications.

You may be required to pay a nonrefundable application fee. The application fee amount is to be determined by Landlord and may be subject to change without notice. Screening of you and one Guarantor are included in application fee. If additional Guarantor screenings are required, you agree to pay a fee of \$25.00 per additional screening. By initialing below, you understand that Landlord has the right to screen you for criminal, sex offender, and eviction history, and to screen Guarantor’s credit history, at its sole discretion.

RENTAL HISTORY

You must not have been evicted or asked to move out by a previous landlord, have broken a rental contract, or be currently delinquent to a landlord. You may not have more than four (4) late payments or two (2) returned checks for rent in the most recent twelve (12) month period. If you have broke a lease or been evicted in the past, you will not be approved. If you owe an outstanding balance on a rental property, you must show proof of payment in full in order to be considered as having an acceptable rental history. You must give Landlord consent to use a third party consultant to verify your previous occupancy history and/or the history of the Guarantor as a part of the application review process, in the event that we opt to do so.

OCCUPANCY

Our fundamental occupancy guidelines for non-family applicants is one person per Bedroom unless Landlord designates the Bedroom as a shared double occupancy bedroom, and only the Tenant listed on the Lease may legally occupy the Bedroom.

FAIR HOUSING

Landlord adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Act of 1988) which stipulates that it is illegal to discriminate against any person in housing practices on the basis of race, color, religion, sex, national origin, disability or familial status.

SOCIAL SECURITY DOCUMENTATION

To apply for housing at one of our Properties, we may require depending on current market specific conditions, prospective residents and guarantors to provide their social security numbers. Residents who do not have a social security number may still apply for housing by meeting some additional qualifications. If an applicant or guarantor is unable to provide a social security number, the applicant may qualify for residency by providing a copy of their passport or other government issued photo identification, and at the discretion of CLS, and depending on market conditions, applicant may be required to pay the final month’s rental installment on the contract prior to move-in.

CRIMINAL HISTORY

You must not have been convicted of a felony or be subject to deferred adjudication for a felony. Please remember that this requirement does not constitute a guarantee or representation that other residents currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony. There may be residents who applied to reside in the Apartment Community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history checks on any residents, guests, or contractors in the Apartment Community. You must consent to a review of your criminal background. At Landlord’s sole discretion, we may opt to review your criminal history, and if there is a felony, violent crime, or an objectionable amount of criminal records, your application may be declined.

CREDIT HISTORY AND INCOME

You or your Guarantor must have permanent employment with verifiable monthly income of at least three (3) times the total monthly Rent.

If Landlord performs a credit check on you or your Guarantor, at Landlord’s sole discretion, you or your Guarantor must provide your Social Security Number for screening purposes. A FICO Credit Score of at least 600 is required to qualify. If you or your Guarantor does not have a Social Security Number, you may qualify for residency by providing a copy of your or your Guarantor’s passport or other government-issued photo identification, and paying the final rental installment on the Lease prior to move-in.

If you or your Guarantor does not qualify, or a Guarantor is not provided, you will be required to pay a nonrefundable fee of **\$500.00**. At Landlord’s sole discretion, Landlord may opt to waive the credit check requirement for new or renewal leases.



Tenant’s Initials



MOLD ADDENDUM

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

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

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

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

- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify the Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your Apartment dry out.
- Promptly notify the Manager in writing about any signs of water leaks, water infiltration or mold. The Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.

**IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your Apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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

**IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine- Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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

**COMPLIANCE.** Complying with these provisions will help prevent mold growth in your Apartment, and both you and the Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this section, please contact the Manager. If you fail to comply with the foregoing provisions, you may be held responsible for property damage to the Apartment and any health problems that may result. The Manager cannot fix problems in your Apartment unless it knows about them. You shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) EXECUTED BY Vesper College Station LLC. (“Landlord”) and Reed Hampton (“Tenant”), A COPY OF WHICH LEASE IS ATTACHED HERETO.

**UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Tenant of all of the duties and obligations of Tenant under the Lease and further covenants with the Landlord that if default shall at any time be made by the Tenant in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Tenant contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Tenant, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Tenant with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Subject to the terms and provisions hereof, modifications or amendments to the Lease or the Leased Premises or extensions or renewals of the Lease Term shall not affect Guarantor's liability under this Guaranty, and Guarantor shall be liable for such modifications, amendments, extensions or renewals. Notwithstanding the foregoing, with respect to any renewal or extension of the Lease Term, unless Guarantor agrees otherwise: (a) any renewal or extension of the Lease Term that will renew the obligation of the Guarantor; (b) Guarantor shall only be liable under a renewal or extension of the Lease Term that is entered into on or before such date; (c) Guarantor is liable for a renewal of the Lease only if it is entered into by Landlord and Tenant; and (d) in the event that the Rent or other payments by Tenant under the Lease are increased during any such renewal or extension of the Lease Term, then during such renewal or extension of the Lease Term, Guarantor shall only be liable for such Rent or other payments which were applicable during the original Lease Term.

**NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Tenant's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.

**DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Tenant under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Tenant or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Tenant from all or part of Tenant's obligations without affecting this Guaranty.

**ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Tenant or any re-letting by Tenant. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord or its successors or assigns against other Guarantors. If Tenant is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorneys’ fees from the non-prevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Tenant or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Tenant’s lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord’s rights against the Tenant shall not operate to release Guarantor from Guarantor’s obligations under this Guaranty.

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

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

Dana Cohen Name	Employer Name
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*****6035 Social Security #	

