

ADDITIONAL TERMS AND PROVISIONS:

1. PREMISES.

2. **Description.** The "Premises" is defined as including each of the following:
- i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment
 - ii. Together with the other residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access)
 - iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
 - iv. Your shared use of the mail box assigned to you by Manager.

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

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your Lease Term, Manager will charge you (and you agree to pay) a \$200 non-refundable Transfer Fee.

- b. **Occupants.** Only you and any other resident(s) Leased to the Premises can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. While you cannot Lease any part of the Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent but the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

If the Apartment consists of more than one bedroom, we have the right when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due and other charges due for such unoccupied bedroom. The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease.

- c. **Condition on Starting Date.** Prior to your moving into the Apartment, we will inspect, clean and repair any damage to the Apartment. A "Unit Condition Form" will be provided to you at the time that you move into the Apartment. By close of business day following the day on which you move in, you need to tell us of any defects or damages in your Apartment in writing in the "MOVE-IN" portion of such form; otherwise, every aspect of the Apartment will 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 before you moved in. Both you and we will sign the Unit Condition Form, and it will be controlling with regard to damage existing when you moved in. We will give you a copy of the Unit Condition Form following signing by you and us. Except for what you tell us in writing on the "MOVE-IN" portion of the Unit Condition Form by close of business day on the day after the day you move in, you accept the Premises and the walls, carpet, fixtures, appliances door locks, window latches, smoke detectors, electrical outlets, furniture, and all other aspects of the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE WALLS, CARPET, FIXTURES, APPLIANCES, DOOR LOCKS, WINDOW LATCHES, SMOKE DETECTORS, ELECTRICAL OUTLETS, FURNITURE, OR ANY OTHER ASPECTS OF THE APARTMENT.

d. **Maintenance, Alterations and Repairs.**

- i. You are responsible for and will take good care of the Apartment and the furniture in the Apartment. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises or any part of the Apartment Community without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all cleaning and/or damage repairs made necessary by the irresponsible, willful or malicious conduct of you, your guest, or any other person under your direction or control with respect to the use of the Apartment or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by any such conduct. You agree that any conduct by you, your guest, or any person under your direction or control that violates a provision of this Lease, including the Apartment Community Rules and Regulations, will be considered irresponsible. If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. You agree to leave the Apartment at the end of this Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear that has not been caused by the irresponsible, willful, or malicious conduct of you, your guest, or a person under your direction or control. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

- ii. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. **FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, YOU HEREBY AGREE THAT YOU**

ARE RESPONSIBLE FOR MAINTAINING THE SMOKE DETECTOR AND KEEPING IT IN WORKING CONDITION.

- iii. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, the request must be in writing and delivered to us in accordance with provisions in Paragraph 18. In case of malfunction of utilities or damage by fire, water, storm or similar cause, you must notify us immediately. In case of malfunction of air conditioning or boiler equipment you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to the health or safety of you or others. Once we receive the notice, we will act with reasonable diligence in making necessary repairs and reconections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.
- iv. Except as prohibited by applicable law, 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. Except as required by applicable law, neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- v. **Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of Manager.** We urge you to obtain your own insurance for losses due to such causes.
- vi. Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. To prevent or minimize the occurrence and growth of mold in the Apartment, Resident hereby agrees to the following:

Resident shall (a) remove any visible moisture accumulation in or on the Apartment including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Apartment at reasonable levels.

Resident shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly the kitchen and bath, sanitary and dry.

Resident shall promptly notify Manager in writing of the presence of any of the following conditions:

 - A water overflow/intrusion/or leakage, excessive moisture, or standing water inside the Apartment or any Common Areas.
 - Mold or mildew growth in or on the Apartment that persists after resident has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.
 - A malfunction in any part of the heating, air-conditioning, or ventilation system in the Apartment.

Resident shall be liable to Landlord for damages sustained to the Apartment or to Resident's person or property as a result of Resident's failure to comply with the terms of this subsection.
- vii. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
- viii. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
 - Resident agrees to keep the Premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the apartment.
 - Resident agrees to cooperate with Manager with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
 - Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
 - Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by landlord.
 - Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.
- e. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, all aspects of the Premises and the Common Areas of the Apartment, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas of the Apartment, must be clean and in as good condition as on the Starting Date, except for ordinary wear and tear. If you fail to clean the Premises and the Common Areas of the Apartment, then you will be liable for reasonable charges to complete such cleaning. If furniture, appliances, or any

other aspect of the Apartment have been damaged because of the irresponsible, willful, or malicious conduct of you, your guests or a person under your direction or control, then you will be liable for reasonable charges to complete such repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff. Upon termination of this Lease, if a walk-through has not been scheduled by you (the tenant), we have three (3) business days to inspect the Apartment for damage and fill out the "MOVE-OUT" portion of the Unit Condition Form, and this will be the basis for any charges against your Security Deposit. The estimated dollar amount of any repairs or service will appear on the "MOVE-OUT" portion of the Unit Condition Form; repair labor will be billed at \$50.00 per hour and cleaning service labor will be billed at \$25.00 per hour. You may be liable for an amount higher or lower than the amount of your Security Deposit. If you disagree with our assessment of charges you must state specifically in writing the items you disagree with, and you must sign such statement of disagreement and deliver it to us. **In order to preserve any right you may have to recover any portion of your Security Deposit which you may believe has been wrongfully withheld after termination of this Lease, you must object in writing to the charges listed on the Unit Condition Form within five (5) business days' following the termination of this Lease.** If you leave any of your property in the Apartment Community after you abandon the Premises or after the Ending Date, that property is deemed to be abandoned by you and we may take possession of the property and charge you for the costs and expenses incurred in removing the property and storing and caring for the property, in accordance with applicable law. In addition, we may sell and dispose of such property in accordance with applicable law.

2. **LEASE TERM.** This Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student, or no longer occupy the Apartment, does not shorten the term or reduce or limit your liability), but you may not occupy your Apartment or any part of the Apartment Community until this Lease and other required documents (including, but not limited to the Guaranty or Guaranties) have been fully signed by all parties.

If you intend to leave the Apartment permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with thirty (30) days' advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease, and we can withhold your Security Deposit to the extent allowed under applicable law unless all payments through the Ending Date have been made.

If you move out before the Ending Date, you are still liable for the entire Lease, and your Rent for the remainder of the Lease Term is still payable by you to us. If you have not or do not intend to move in to your apartment on or after the starting date of your Lease you are still obligated to all terms and financial obligations under this Lease Agreement. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. The new applicant must be approved by the Manager and if the new applicant is of a different gender than the others in the apartment all occupants and guarantors must approve in writing of coed living arrangements. Your obligations will be terminated under this Lease Agreement once the new applicant has been approved, moved in and paid the first month's Rent. Should your request to transfer your rights under this Lease be approved, you also have to pay us a reletting charge equal to \$200.00, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The Reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us.

If you still occupy the Premises after noon on the Ending Date, you will owe us holdover Rent in the amount of \$75.00 per 24 hour period for the extra time that you stay in the Premises (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover. Any such holdover period shall not be considered to create a month to month tenancy unless we indicate to you in writing.

3. **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 installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to the Landlord identified on the first page of this Lease. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). **Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** At our option, we can require that all money payable to us be paid in either certified or cashier's check, money order or personal check. In addition if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. **Cash will not be accepted.**

- a. Regardless of whether it is a holiday or weekend, if you have not paid all Rent that is due by the third day after the date on which it is due, then if it remains unpaid on the fourth (4th) day after the due date, we will charge you (and you agree to pay) a late fee to the Landlord if the Resident fails to pay Rent by the due date. The late fee will be 8% of any past-due Rent. *As an example, if the tenant's Rent is \$500 and the tenant fails to pay that Rent by the due date, the tenant owes the landlord an additional \$40 as the late fee."*

You also agree to pay a \$35.00 charge for each returned check (plus any fees charged to us by our bank) plus the above late fee charges until we receive acceptable payment. Nothing in this paragraph shall be deemed to limit our right to evict you for non-payment or late payment of Rent.

- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.

- c. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due. In addition, Landlord's acceptance of any check marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.

d. You are liable for all costs or charges associated with our having to provide 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.

4. **SECURITY DEPOSIT.** As a condition to the effectiveness 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 all of your obligations under this Lease. **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.** We may withhold from the Security Deposit amounts reasonably necessary to remedy your defaults in the payment of Rent or of other funds due to us pursuant to this Lease or to restore the Premises to their condition at the commencement of this Lease, ordinary wear and tear excepted. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to the full amount set forth on the first page of this Lease. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can, but shall not be obligated to, use all or any part of the Security Deposit for any of your unpaid obligations. If you have provided us with a forwarding address or mailing instructions, we will return any unused portion of the Security Deposit, plus interest thereon as required by law, to you (i) within three weeks after termination of the tenancy; or (ii) within five days of the date when you leave the Premises due to the legal condemnation of the Building or the Premises for reasons not due to your willful, malicious, or irresponsible conduct. Along with the return of all or any portion of your Security Deposit, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. These materials may be mailed (via first class mail) to your last known address, and if undelivered, will be returned to us. Upon the expiration of such three week period (or, if applicable, five (5) day period), if you have not provided us with a forwarding address or mailing instructions, the remainder of your Security Deposit will become our property. If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, we will notify you of the current balance of Security Deposit and the name and address of the new owner, and you must look to the new owner for return of the Security Deposit.

5. **UTILITIES.** We agree to furnish electricity up to a cap of \$30.00 per person per month (the "Electricity Cap"), water, sewer, trash, gas, basic cable television and Internet for the Apartment, but you and the other residents of the Apartment must separately pay and provide required deposits for all other utilities, city services, city fees, electricity, charges for local and long distance phone service, additional or private lines, information and 911 calls. In the event the electricity bill for the apartment exceeds the amount of \$30.00 per person in a month, then owner shall bill each of the residents of the Apartment, an equal share of the overage, which shall be deemed additional Rent for the following month. If it is necessary for us to pay any costs or repairs due to your failure to pay, 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 amount plus \$50.00 (for administrative costs) and the total amount is payable by you to us as additional Rent. You are responsible to pay for all utility overages during the Lease Term even if you move out prior to the ending date. At Landlord's option, and only to the extent permitted under applicable laws, Tenant may be pre-billed for the estimated amount of charges above the applicable Electricity Cap for the last 60 days of the Lease Term, to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs above the cap amount will be apportioned by occupants of the unit. We are not responsible for any discomfort, inconvenience or damage of any kind caused by interruption or failure of these services. You must separately pay and provide required deposits for all other utilities, town services, town fees, electricity, charges for local and long distance phone service, additional or private lines, information, and 911 calls. We are not responsible/deliable for your use of the Internet. All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after you move in, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Lease Term. If at anytime we use an outside vendor to provide utility billing services, we have the right to charge you up to \$30.00 per year for such services, and such amount will be payable by you to us as additional Rent. Cable television and Internet is provided by an outside vendor and we are not responsible for any outages or lapses caused by those providers. We will make every attempt to get those services fixed or re-installed in a timely fashion but resident understands that it is ultimately the responsibility of the provider and no Rent adjustments will be made as a result of such outages.

6. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by the criminal conduct of 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, except as required by applicable law. EXCEPT FOR LANDLORD'S LIABILITY ARISING FROM LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, YOU, FOR YOURSELF AND FOR YOUR GUESTS, TO THE FULLEST EXTENT ALLOWED BY LAW, 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 DAMAGE TO OR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR IRRESPONSIBLE, MALICIOUS, OR WILLFUL MISCONDUCT, INCLUDING, BUT NOT LIMITED TO, A VIOLATION OF THE TERMS OF THIS LEASE.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY LAWSUIT CONCERNING THIS LEASE.

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

- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
 - b. You or your guest(s) violate(s) this Lease, any of the Rules and Regulations or other Exhibit to this Lease, any apartment or amenity rules, or fire, health, safety or criminal laws or codes, regardless of whether arrest or conviction occurs;
 - c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis or are disconnected or shut-off by the utility provider;
 - d. You fail to move into the Apartment after completion of all required documentation, or, if you abandon the Apartment (we may assume that you have abandoned the Apartment if your personal property has been removed from the Apartment and/or you have not been in the Apartment for five (5) consecutive days while unpaid Rent is due and payable);
 - e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the Lease document was tampered with or modified in any way without consent of Landlord;
 - f. Regardless of whether conviction subsequently occurs, you or your guest is arrested for a misdemeanor or felony offense involving actual or potential physical harm to a person or property, a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined by applicable law, or for any offense whatsoever occurring in the Apartment Community;
 - g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
 - h. You create a nuisance or disturbance within the Apartment or the Apartment Community; or
 - i. 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 violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any one or more or all of the following:
 - a. Collect any fine imposed or authorized under 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 under this Lease;
 - c. Terminate this Lease and your right to occupy the Premises in accordance with applicable law;
 - d. Re-enter the Premises and take possession of the same, and remove all persons and property from the Premises in accordance with applicable law, without terminating this Lease or any of your obligations for the balance of the Lease Term, and make such alterations and repairs as may be necessary or desirable, and relet the Premises on such terms as are acceptable to Landlord, and recover from you the difference between the Rent you were required to pay and the Rent actually paid by any new resident, together with any expenses we incur to relet the Premises, including, but not limited to, the cost of advertising, broker fees, cleaning and repainting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for a previous violation of this Lease;
 - e. Bring a legal action against you to collect all unpaid Rent you would have been required to pay for the balance of the Lease Term less the fair Rental value of the Premises for such period, as reasonably determined by Landlord;
 - f. Recover from you all reasonable costs and expenses we incur in enforcing our rights and remedies under this Lease, including, without limitation, court costs, filing fees, and attorneys' fees; and
 - g. Report all violations to credit reporting agencies.
- The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have under this Lease, or at law or in equity. If we accept Rent after we have knowledge of your breach of the terms of this Lease, it does not constitute a waiver of our rights with respect to such breach, including without limitation our right to maintain an eviction action (an unlawful detainer action). After we give you notice to leave the Premises, even if we accept Rent or other sums due, such acceptance shall in no way be deemed a waiver of our continuing rights of eviction or any other contractual or statutory right nor shall it diminish such rights in any way unless we specifically agree to the contrary in writing.

8. **LANDLORD'S RIGHT TO ENTER.** We or Manager may enter the Premises for a reasonable business purpose, including, but not limited to, performing maintenance or repair work, allowing inspections by applicable authorities, investigating potential Lease violations, and showing the Premises to prospective tenants or buyers. In the event of an emergency (including, but not limited to, situations where entry is necessary to comply with laws regarding unlawful activity we reasonably suspect to be occurring within the Premises), both we and the Manager, and our respective agents, employees, repairers, services and representatives, may enter the Premises without notice and take appropriate action. In a non-emergency, we or Manager will make a good faith effort to give you reasonable prior notice of the intent to enter. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby).

9. **FIRE OR OTHER CASUALTY.** If in our reasonable judgment, the Apartment, 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 this Lease, and you 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 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 or any period when the Premises is uninhabitable or unfit for occupancy as a residence, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or casualty or uninhabitable condition. Except as prohibited by law, you expressly waive the right to vacate and surrender the Premises upon damage or destruction that makes the Premises uninhabitable or unfit for occupancy as a residence.
10. **SUBORDINATION.** The lien of any lender(s) of loans secured by the Apartment Community, whether currently existing or subsequently granted, will be superior to your rights as a tenant under this Lease. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules and policies that we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules and policies are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by written notice to you or by posting a notice for thirty (30) days on a bulletin board or other area that we designate for notices to residents.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale, we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.
13. **RESIDENT INFORMATION.** If you or the Guarantor has supplied information to us by means of a Rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. Except as prohibited by law, if someone requests information on you or your Rental history for law enforcement, governmental or business purposes, we can provide it without any duty to notify you and without any liability to you whatsoever.
14. **LIABILITY OF RESIDENTS.** Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to Common Areas; however only you are liable for the Lease obligations relating to your Bedroom unless you are sharing a bedroom with another resident. If you are sharing a bedroom with another resident, then you are both jointly and severally liable for all Lease obligations relating to the bedroom. You are not liable for any of your fellow resident's obligations as to their separate bedroom or their Rent payable to us.
15. **LIABILITY OF LANDLORD.** If we violate this Lease, before you bring any action against us for such violation, you agree to first give us written notice of the nature of our violation and allow us thirty (30) days to cure it, provided, however, in the event such violation of this Lease is of a nature that cannot be reasonably cured in thirty (30) days, we shall be allowed a reasonable time to cure so long as we commence such cure within said thirty (30) day period and diligently pursue the cure to completion.
16. **SAFETY. WE 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 crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury or death to persons or damage or loss to property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice. You are responsible for your own safety and security.**
17. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including 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 security or other obligations on us. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout 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. This Lease shall create the relationship of landlord and tenant between you and us, and you have only a usufruct, and not an estate for years.
18. **MANAGER/NOTICES.** Manager is authorized to manage the Apartment Community, including the Premises, 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, which is Landlord's authorized agent to receive and give receipt for notices and demands (other than service of process on us) at the Manager's address on page one of this Lease. All notices delivered under this Lease must be delivered by personal delivery or certified mail, return receipt requested and will be considered delivered and received upon actual receipt. All notices to you can be delivered to your Apartment and/or to your mail box. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process is as follows: c/o American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Sr. Vice President of Management Services.

19. **WAIVER OF PERSONAL JURISDICTION.** You agree that performance and payment of your obligations under this Lease shall be made in the County in which the Apartment Community is located. You waive personal jurisdiction and submit to the jurisdiction and venue of the courts of the County in which the Apartment Community is located.
20. **CONSTRUCTION OF THIS LEASE.** This Lease shall be constructed under the laws of the state in which the Premises is located. All headings preceding the text of the several provisions and sub provisions are inserted solely for convenience of reference and none of them shall constitute a part of this Lease or affect its meaning, construction, or effect.
21. **PARTIAL INVALIDITY.** If any term, provision, condition or covenant contained in this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Lease, the application of such term, provision, condition or covenant to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all such remaining terms, provisions, conditions and covenants in this Lease shall be deemed to be valid and enforceable.

22. **COVENANT NOT TO ALLOW UNLAWFUL ACTIVITIES.** You shall not unlawfully allow uncontrolled substances in the Premises or in the Common Areas or curtilage of the Premises. ("Curtilage" means the grounds surrounding the Apartment Building in which the Premises is located.) You, your guests, or any person under your control shall not use the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law. You shall not allow prostitution or prostitution-related activity to occur on the Premises or in the Common Area and curtilage of the Premises. You shall not allow any unlawful use or possession of a firearm on the Premises or in the Common Area and curtilage of the Premises.

23. **NOTICE OF SEIZURE OF CONTROLLED SUBSTANCE CONSTITUTING UNLAWFUL DETENTION.** Landlord gives you notice that, if contraband or a controlled substance manufactured, distributed, or acquired in violation of Chapter 152 of Minnesota Statutes is seized on the Premises, and you are unable to maintain as a defense that you had no knowledge or reason to know of the presence of the contraband or controlled substance or could not prevent its being brought unto the Premises, such seizure constitutes unlawful detention by you. This notice is intended to satisfy the notice required under Minnesota Stat. §204B.305.

24. **LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before Renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

- a. **Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based hazards on the Premises (If none, state "none") NONE
- b. **Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based hazards on the Premises. (If no such records or reports are available to Landlord, state "none") NONE.

- c. **Tenant's acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA747-K-94-001, if property was built before 1978.

Tenant's initials _____

25. **SUBLEASE.** Resident shall not have the right or power to sublet the Premises or any part thereof, or to transfer or assign this Lease without the written consent of Landlord, nor shall Resident offer any portion of the Premises for a sublease by placing any notice or advertisement in any magazine, sign, newspaper, internet site or other advertising medium without Landlord's prior written consent.

26. **MODEL DISCLAIMER.** The model apartment unit (located at the leasing office or within the Apartment Community), including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture and window treatments, shown to Resident is intended to be representative of the general quality, quantity and type of construction and materials which Owner intends to use in the apartment unit to be Leased to Resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and layout. Resident acknowledges that the actual apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths Leased by resident.

27. **QUALIFICATION GUIDELINES** You will provide information so we may verify that you have secured full time, permanent employment with a monthly income of at least 3 (three) times the amount of Rent as outlined on the first page of this Lease Agreement. You must have held that employment for at least one year prior to your application date. We must be able to verify that you have a satisfactory credit history and a satisfactory Rental history.

Or

You will obtain a Guarantor that meets or exceeds the above stated guidelines.

Applicants and Guarantors are required to provide a valid Social Security Number. International applicants and guarantors without a Social Security Number may qualify for residency by providing a copy of their passport or other government issued photo identification, and paying the final Rental installment on the contract prior to move-in.

By signing this Lease you promise to provide the required information within 10 days of the day you sign this Lease or before the Lease begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the

option, but not the obligation to declare this Lease in default and market the room(s) you have contracted as described on the front page of this agreement to others. If Landlord chooses to declare this Lease in default under such circumstances, you will be responsible for the cost to market the room(s) and liable for any loss suffered by the Landlord due to your failure to comply with this section. If Landlord chooses not to declare this Lease in default under such circumstances, then you are still obligated to all terms and financial responsibility under this Lease Agreement.

28. TANNING DEVICE Regulations & Warnings

Use of the tanning facility by you is subject to the following:

- ONLY residents with a signed Lease agreement are allowed to use tanning facilities.
- IF YOU DO NOT TAN IN THE SUN, YOU ARE UNLIKELY TO TAN FROM USE OF THIS 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.
- 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 that you will comply with all instructions on the use of the UVA tanning systems, and that you are using these services at your own risk, and protecting your vision by using suitable protective eyewear.

We, and our employees and agents, are not liable for any injury to person or property caused in any way by the use of its services or its premises. Also they are not liable for the loss or theft of any personal property. Each person is responsible for safeguarding his or her own property. You acknowledge that you have read and that you understand the foregoing warning.

29.

SMOKING. Smoking is prohibited in all area of the Premises including but not limited to units, stairwells, common areas, and hallways and within 15 feet of the exterior of the building. The following rules shall apply to a violation of this policy by Resident and/or Guest(s):

- a. First violation: A written warning will be issued to Resident specifying the complaint, a \$250.00 charge will be assessed against Resident and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this policy.
- b. Second violation: Landlord will declare the Resident to be in default under the Lease and Resident will be responsible for any and all damages caused by the unauthorized smoking including, but not limited to furniture cleaning and carpet cleaning and/or replacement. Resident will be charged a second violation charge in the amount of \$500.00.

30. SPECIAL PROVISIONS. The following special provisions have been added to and are a part of this Lease:
