VILLAGE OAKS

Community Policies

WELCOME TO VILLAGE OAKS, the unique residential community for students, faculty, staff, and affiliates of Texas State Technical College (or the College) and other institutions of higher education. This Property is only for residents who appreciate a beautiful environment and the convenience of on- campus apartment living, and who will make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds. The community will be governed by the rules of common courtesy and common sense.

You must follow the **STUDENT CODE OF CONDUCT** of the College. By enrolling at the College a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of Texas State Technical College and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the College is charged with the obligation to conduct himself/herself in a manner compatible with the College's function as an educational institution; consequently, conduct which interferes with the use or utilization of College facilities by other persons may be punished regardless of whether such conduct is specifically outlined in the Student Code of Conduct.

SAFETY

S1. SECURITY - Neither Owner, Manager, nor their respective affiliates, members, employees, partners and shareholders (collectively the "Company") makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons. It is understood that the Company does not have any obligation to install: intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other related security and/or safety devices aside from those obligated by law ("Additional Security Devices"). In the event that one or more Additional Security Devices is present within the community, there is no obligation on the part of the Company to continue the use of any such Additional Security Device, and the Company shall not be in default of the terms of the Lease if any such Additional Security Device's use is discontinued and/or the Security Device is removed.

To the extent that the community is equipped with an Additional Security Device, the Company makes no representation or warranty as to: (1) the reliability of the Additional Security Device; (2) the effectiveness of the Additional Security Device as a deterrent or in the prevention of any incident related to your personal security/safety or to the personal security/safety of your family or guests; or (3) the security of personal property in the possession of or owned by yourself, your family and/or your guests. Please be advised that any cameras which have been placed within the community or amenities are not manned and are not designed or intended to provide personal security services for anyone.

The College Department of Public Safety may provide security services in the Property from time to time at their sole discretion. You should not assume their presence. The College Department of Public Safety may be reached by dialing 254-867-3690. Or you may call 911. In the event of a security-related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the pro per authorities, you may contact the management office and advise them of the problem. You acknowledge that the Company has no obligation to respond to calls relating to security. The Company is not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

KEYS - Keys belong to us and must be returned to us at the end or termination of your lease. You will be charged $100.00 for each electronic key and $40.00 for each bedroom and/or $40.00 each mailbox key that is not returned, and for each replacement key that you request. Do not duplicate any keys. You may not give your key to a non-resident or give access to the Premises to a non-resident (other than your guests who are accompanied by you at all times).

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you are inside.
- Use deadbolt locks on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. *Do not open the door if you have any doubt.*
- Do not put your name, address or phone number on your key ring.
- If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call us.
- 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 us in writing, dated and signed:
  - Any need of repairs of locks, latches, doors, windows and smoke detectors
  - Any malfunction of other safety devices outside your dwelling, 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.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you are gone.
- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you will be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- 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.

PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.

For Reference Only

- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.
- Do not leave items exposed in your truck beds.
- Do not 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 elsewhere.
- Try to park your car in an 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.
- Do not stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

COMMUNITY LIVING

L1. FIREARMS/WEAPONS – Subject to applicable law, Resident must comply with any University policy related to firearms and other weapons.

L2. ALCOHOL - Possession or consumption of alcoholic beverages by you and your guests must be in compliance with local, state and federal laws, and in compliance with the rules and regulation of the College. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

L3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances is strictly prohibited and will result in eviction and referral to the University Student Conduct officer and law enforcement agencies. This includes possession of any drug paraphernalia. You should be prepared to cooperate with TSTC officials during search procedures.

L4. VERBAL AND/OR PHYSICAL ABUSE - Residents and guests are to treat all neighbors, apartment mates, visitors, Village Oaks staff, and College officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated.

L5. FAILURE TO COMPLY - You must comply with all written and verbal requests and instructions from Village Oaks staff and College officials. This includes requests to produce valid identification

L6. NOISE - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, vehicle engines and pipes, televisions, electrical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos. You may be charged $100.00 per bedspace for each noise violation. This may be assessed on all roommates if the complaint is received for that unit.

L7. BARBECUE GRILLS - The fire code prohibits the storage or use of barbecue grills in the apartment units, on the sidewalks in front of each building and on the unit patios and balconies. A fee of $125.00 will be charged by Village Oaks Management for failure to comply with local fire code policies. Thereafter, if a barbecue grill is not removed, we will remove the item from the unit. You will be responsible for payment of any fees assessed for your violation of the fire code. After you use the community grills provided, please leave the equipment, grills, and area clean for the next person. Flammable liquids may not be stored in your apartment.

L8. SMOKE DETECTORS - Prior to the start of your Lease, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) or fire extinguishers inoperable or fail to keep working batteries installed in the smoke detector(s). Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a $400.00 fee. The fee for smoke detectors in common spaces that are removed or disabled will be equally divided between all roommates.

L9. COMMON AREAS - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, or other common areas. You and your guests are required to follow the posted rules and regulations. A cleaning fee for costs incurred will be charged to your resident account if Village Oaks Management deems that professional cleaning service is required due to a violation of rules or regulations by you or your guest(s).

L10. SMOKING PROHIBITED - SMOKING IS PROHIBITED IN APARTMENT UNITS, BREEZEWAYS, ON PATIOS AND BALCONIES, IN OUR OFFICES, THE
MODEL APARTMENT AND THE CLUBHOUSE AND LAUNDRY ROOM. All apartments are designated as non-smoking. Smoking is permitted in the parking lots. Properly dispose of cigarette butts in containers. Damage caused by smoking tobacco products is considered above normal wear and tear and may damage surfaces and fixtures, including furniture, walls and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of furniture and fixtures. If evidence of smoking (e.g., cigarettes, used ashtrays, tobacco products, odor, etc.) is found inside the apartment, Management will charge an applicable fee of $250 for cleaning and painting services upon move out. At the discretion of Village Oaks' Management, painting can be performed while the resident occupies the unit prior to move out. Each time the service is needed to be performed due to smoking violations, the occupants of the unit will be charged the above fees.

L11. NUMBER OF OCCUPANTS - Other than co-residents or authorized occupants**, no one else may occupy the Premises**. Persons not listed in the Lease may not stay in the Premises for more than two (2) consecutive days without our prior written consent, and no more than twice that many days in any one month.

L12. VISITORS - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests are allowed only with the approval of all roommates. Only same sex guests are allowed to stay overnight. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester. Guests staying more than 48 hours without our permission shall be considered an unauthorized occupant. Guests are not permitted to remain on the Premises without the resident also being present. If you have an unauthorized occupant residing in the apartment or you otherwise violate these policies, you will be in violation of the Lease. Any guest found in the unit without the resident being present will be asked to leave and the resident will be charged a $150.00 fee.

L13. MINOR CHILDREN - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.

L14. APARTMENT UNITS - We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow.

For Reference Only

If you fail to follow these policies, we may sanction you and/or charge you fees and costs.

A. We do not allow hot plates in your Apartment.
B. We do not allow multiple-outlet, "octopus," plugs in your apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved and only can be used on a temporary basis, such as for Holiday lights (Christmas, Hanukkah, Kwanzaa, Halloween, etc.). You may not use halogen lamps, candles, incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.
C. You may not hang, stick, or erect anything in, on, or about any windows if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.
D. All decorations should be temporary in nature so as to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumb tacks, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted in your Apartment.
E. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
F. We do not allow waterbeds or water-filled furniture.
G. Do not hang anything from sprinkler heads (if installed). Damage to these may result in flood damage for which you will be responsible.
H. Aluminum foil may not be placed in windows as insulation or decoration.

L15. ROOMMATE AND NEIGHBOR COUNSELING - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a $150.00 transfer fee to change apartments.

L16. SATELLITE TELEVISION DISHES - You may not install a satellite television dish without our written approval. Please contact our office to find out what you must do to obtain our written approval.

L17. BICYCLE REGISTRATION - All residents are required to register their bicycles with the TSTC Police Department. The bicycle registration is free. The registration deters theft and aids the Police in tracking down those bicycles that are stolen or abandoned. The property also has bicycle registration available for residents. It is not required but encouraged as an additional aid.

L18. IMPLIED CONSENT - All students in a room/area will be held responsible of their behavior/objects in that room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

L19. CHRONIC MISBEHAVIOR - A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction.

L20. LOCK OUT SERVICE – From time to time residents may be locked out of their apartment or bedroom. The Resident Assistant on-call can assist you if you are locked out, and the following charge schedule will be applied:

A. First Occurrence – no charge
B. Second Occurrence and Beyond - $50.00 charge per lock out
C. Any lock out occurring between the hours of 9:00pm and 9:00am is subject to an additional $10.00 charge.

L21. HOVERBOARDS - The use, possession or storage of hoverboards or similar electronic, self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

OFFICE & MAINTENANCE SERVICES

O1. OFFICE HOURS AND SERVICE PROCEDURES - Our business hours may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, for emergencies call 254-498-6455. Identify yourself, your apartment number and phone number. A letter slot is available for messages and after-hours rental payments.

O2. MAINTENANCE MANAGEMENT SYSTEM - We take pride in providing you a well-maintained apartment home. We demand high standards of service from our suppliers, subcontractors, and service personnel. **During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager and immediately call the Resident Assistant that is on-call.** For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. **A written work order must be issued from our office for all service requests**. Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please email info@clvusa.com or address a letter to Campus Living Villages, to the attention of Vice President of Operations, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871.5100. Emergency maintenance includes power failures, losses of heat (if the outside temperature is below 40 degrees F), losses of air conditioning (if the outside temperature is above 90 degrees F), and rising water. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.

O3. CARPET CARE (if applicable) - To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage.

COMMUNITY CLEANLINESS

C1. APARTMENT CLEANLINESS – You must maintain your Apartment in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

A. If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.
B. If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, a you must reimburse us for all costs incurred.

For Reference Only

C2. TRASH - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash outside and around the dumpsters. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a $50.00 fee if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters).

C3. PATIOS & BALCONIES - Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to boxes, tires, recyclables, broken furniture, car parts, trash, ice chests, flags and other décor, and coolers. No apartment furniture is allowed on the patio or balcony at any time. A $50.00 charge may be assessed for violations of this policy.

AMENITIES

A1. LAUNDRY FACILITIES - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry or for damage caused by the machines or money not properly credited due to machine error. All claims must be directed to the laundry vendor.

A2. CLUBHOUSE USE - We will utilize the community's clubroom for a variety of educational, recreational, and social programs. The clubroom is also available for your use (i.e., study groups, organization meetings, etc.). For further information on utilization of the clubroom facilities, please contact our office and/or your Resident Assistant.

A3. POSTING - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

A4. PARKING AREAS & PERMITS - All vehicles that you operate on the property must be registered with Texas State Technical College (if required) and with the Village Oaks office. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. All vehicles that have not been properly registered may be towed at the owner's expense if the vehicle is not located in a designated visitor's space. You may not maintain, repair or wash vehicles on the property. You may have one vehicle registered in you or your parent's name parked on-site at any time. It is against the rules to "burn rubber" or make one's tires squeal. You will be assessed a $50.00for each violation of this policy and the rules and regulations set forth in the Lease.

MOTORCYCLES – Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered with Texas State Technical College.

BICYCLES – The property does provide registration for bicycles. Bicycles should be ridden on the streets only. Do not chain bicycles to trees or fences. If you keep a bicycle on the property, you do so at your sole risk of loss or damage.

A5. NETWORK ACCEPTABLE USE POLICY- As a condition of your continued access to Wi-Fi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

Prohibited Uses

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.

For Reference Only

- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy. Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy, or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

Reporting Violations and Other Terms

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 2010 9th Campus Drive, Waco, TX 76705, Attention: General Manager and 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel.
- To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.

The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

You hereby acknowledge and agree that your representations in this Addendum are true and correct and that we are relying on the representations made to us herein.

For Reference Only

BED BUG ADDENDUM

This Bed Bug Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. Purpose. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. Inspection. You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.
3. Representations. We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. Access for Bed Bug Treatment. You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. Duty to Report. You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. Cooperation & Responsibilities. Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. Indemnification. Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. Default. Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. Severability, Waiver and Survival. The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

For Reference Only