**LEASECONTRACT**

**Tenant (Resident):** The named individual identified in the Lease Contract (referred to in the Lease as "you," "your," "Tenant," or "Resident").

**Landlord (Owner)**: TSTI Housing Partnership I, Ltd. (referred to in the Lease as "we," "us," "our," "Landlord," or "Owner").

**Manager**: Century Campus Housing Management, L.P. d/b/a Campus Living Villages (the "Manager").

**Property**: A 264-unit apartment project located at 2010 Campus Drive in Waco, Texas. (the "Property or "Community").

**Guarantor**: The qualified individual(s) that execute a Lease Guaranty Agreement guaranteeing your performance under the Lease Contract and all applicable lease addendums.

**"Lease" or "Lease Contract"** shall mean this Lease Contract. The Lease is comprised of the Lease Contract, Lease Addendums, and Community Policies. These documents are incorporated herein by reference and should be reviewed.

**"University"** means an "institution of higher education," as defined in Section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

1. **RESIDENT NAME**

| | | |
|---|---|---|
| Last Name | First Name | M.I. |

2. **RESIDENT ADDRESS**

| | | | |
|---|---|---|---|
| Permanent Address | City | State | Zip Code |

3. **LEASE TERM**

| | |
|---|---|
| Lease Start Date | Lease End Date |

4. **RENT**

**Room Type:**

For Reference Only

Your Total Rent for the Term is **$** , plus additional charges as identified in the Lease or Community Addendum, along with all applicable state and local taxes, including without limitation, sales taxes (collectively, the "Rent").

I agree to pay the amount due for my Premises on or before due dates as outlined in the payment schedule (each a "Rental Installment"). The "Total Contract Value" is the total sum of all Rental Installments due during the Lease Term.

Except as otherwise provided herein, in the event the Starting Date and/or the Ending Date is different than those indicated in the Lease Contract, (different dates must be approved in writing by us) then the Rental Installment shall be prorated based upon a daily amount. If the date of move-in is on or after the 10th business day following the first day of classes at the University, then the Rental Installment shall be prorated based upon a daily amount.

5. **DESCRIPTION AND RELOCATION**

This Lease is between you and us. We agree to lease to you, and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

a. Your sole use of the bedspace assigned to you;

b. Together with the other residents of the apartment unit in which your assigned bedspace is located ("Apartment"), your joint use of the Common Areas in the Apartment (for purposes of this Lease, "Common Areas in the Apartment" are those areas within the Apartment to which you have access without going into another bedspace);

c. Together with the other residents at the Property, your joint use of the Common Areas at the Property (for purposes of this Lease, "Common Areas at the Property" are those areas within the Property to which all residents have general access); and

d. If we provide furniture in the Apartment, your sole use of the furniture within the bedroom in which your bedspace is located, and your joint use of all appliances and furniture within the Common Areas of the Apartment.

e. Your joint use of the Mailbox and your exclusive use of the Parking space if one or both have been assigned to you.

Upon five (5) days' prior written notice to you, we have the right to relocate you from one bedspace in the Apartment to another, or to another bedspace in another Apartment in any building at the Property (herein called the "New Premises") on an anticipated date of relocation (the "Relocation Date") specified therein. The New Premises may or may not be the same room type and may or may not have a similar view or floor location. You may or may not have the same roommate(s). We will provide you with prior written notice of the amount of your new Rental Installments for the remainder of the Lease Term following the Relocation Date. Rental Installments will not increase for the remainder of this Lease Term. You may not withhold the payment of any amount under this Lease due to the relocation of your Premises.

On or prior to the Relocation Date, you are responsible for packing your personal belongings in boxes (other than items that by their nature cannot be packed in boxes, e.g. your bed). If your personal belongings are not packed in boxes on the Relocation Date, your personal belongings may be packed and moved **at your sole cost and expense**. We are not responsible for any damage or theft to your personal property. You must remove all decorations and items on the walls of your Premises on or before the Relocation Date and you shall be responsible for unpacking/assembling your personal belongings and decorating your New Premises. We will pay for the reasonable costs necessary to connect your utilities and internet at the New Premises. After the Relocation Date, all references in this Lease shall refer to the New Premises.

If you request to be relocated, then you shall pay to us a Transfer Fee in the amount set forth in the Community Lease Addendum. In no event shall we be obligated to relocate you at your request.

6. **OCCUPANTS**

Only you can live in the bedspace assigned to you within the Premises. It will be used only as a private residence

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and for no other purpose. We have the right, when any bedspace within the Apartment is unoccupied, to place a new resident in the unoccupied bedspace unless you and all other residents in the Apartment agree to pay us, as part of your respective Rental Installments, the total Rental Installments due for such unoccupied bedspace. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate was not truthful on their lease application, we are not liable, but that person could be in default under their lease. You will incur a fee of $100 per week if you use or keep any personal items in an unleased bedspace within your Apartment.

7. **LEASE TERM**

Except as otherwise provided herein, the Lease starts on the Starting Date, and ends at noon on the Ending Date, but you cannot occupy your Premises until we have complete and executed lease documents. If we do not provide your bedspace to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).

8. **HOLDOVER**

If you still occupy the Premises past the Ending Date or earlier termination of the Lease or possession of the Premises by us pursuant to the provisions of this Lease, or the date contained in your move-out notice, then you owe us Rent plus an additional amount as defined in the Community Lease Addendum for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover. The other terms and provisions of the Lease shall continue to apply during the holdover.

9. **MOVE-IN**

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight 48 hours (or according to applicable law) after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered 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. You acknowledge that the condition of the Premises may not be the same as the condition of the model unit you may have previously toured. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their **"AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS AND ACKNOWLEDGE THAT THE PREMISES ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE LEASED. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES, EQUIPMENT OR FURNITURE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.**

10. **MOVE-OUT**

a. The rest of this paragraph applies unless the Lease is terminated in accordance with the provisions of Section 23. If you intend to leave the Premises permanently, whether on or prior to the Ending Date, and you want us to return to you any remaining Security Deposit, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rental Installments through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move- out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received. **If you do not give us the move-out notice as described above, you will be charged $200.00 as an Improper Notice Fee. Except to the extent that your Security Deposit is to be used to pay any of your other obligations under this Lease, we may elect to apply the remaining Security Deposit, if any, toward the Improper Notice Fee.**

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b. When you leave, whether at or prior to the Ending Date, we shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by us to have occurred during your occupancy and use of the Premises. You shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash from the Premises and returning furniture (as applicable) to its original placement. If you fail to clean or if any appliances or furniture have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair, or replacement. The final determination of damages for which you will be liable (which will be delivered to you by mail) will be made by our maintenance staff that may not inspect your bedspace or Apartment until after you have moved out.

c. You shall pay all utility and service bills to the Premises for which you are responsible and cancel all utility accounts in your name. You shall return to us all keys, access cards, and remote control devices, if applicable, issued to you by us. If all keys, cards, and devices issued to you are not returned to us, you shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Your failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages. If no Security Deposit exists, you will be charged for all damages, cleaning, repairs, re-keying, and replacement costs.

d. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and may be disposed of by us according to applicable law.

11. **SECURITY DEPOSIT**

In the event you have deposited with the Manager a deposit (the "Security Deposit"), such Security Deposit is meant to secure your full and faithful performance of all obligations under this Lease (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Lease). Upon termination of this Lease by reason of your default hereunder or the expiration of the Term, Landlord may deduct from the Security Deposit an amount sufficient to pay: (a) any damages as a result of your non-payment of any Rental Installment, portion of Rent or non-fulfillment of the Term of this Lease including your failure to enter into possession or abandonment of the Premises; (b) any reasonable charges for cleaning and damages to the Premises and Property beyond reasonable wear and tear for which you are responsible; (c) any unpaid bills which become due by virtue of your occupancy, or any utility expense that may be forwarded to us due to your non-payment; (d) any costs of re-renting the Premises after a default of this Lease by you; (e) any repair work or cleaning contracted for you with third parties; (f) any court costs incurred by us in connection with terminating the residency; and (g) any other damages which we may sustain which may then be a permitted use of the Security Deposit under the applicable laws of the State in which the Property is located. Application of the Security Deposit in order to satisfy all or part of your obligations shall not prevent us from claiming damages in excess of the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rental Installment or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rental Installments or other obligations. Upon a sale and conveyance of the Property, we may transfer the Security Deposit to the new owner and upon such transfer, all of our liability for such Security Deposit shall terminate and we shall have no further liability under this Lease for events occurring after such transfer. Upon termination of this Lease, you shall provide us in writing with a forwarding address or new address to which any amount due from us may be sent. If you fail to provide such forwarding address, then any amount due to you shall be sent to you last known address.

You hereby authorize Owner to electronically credit your bank account, through the Automated Clearing House (ACH) system, or by credit or debit card that has been used to pay Rent or other obligations under the Lease, for your Security Deposit refund, if any. You understand that Owner may make multiple refund payments or pay the resident designated by the parties in the Lease.

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12. **RENTAL INSTALLMENTS AND ADDITIONAL CHARGES**

You will pay us the applicable Rental Installment on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rental Installment is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rental Installments for any purpose, including an Act of God, unless we do not provide your bedspace to you. You may not reduce any Rental Installment payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. **Cash will not be accepted without our prior written permission.** If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rental Installments is a promise by you, which is independent from all of our promises, duties, and obligations.

a. Regardless of whether it is a holiday or weekend, if you have not paid the Rental Installment and other additional charges due to us by the 3rd of the month, then on the 4th of the month, if it remains unpaid, we can charge you a late charge, as provided in the Community Addendum. You also agree to pay a charge for each returned check, as provided in the Addendum, plus the above late charges until we receive acceptable payment. You acknowledge the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by us as a result of such late payment and not payment for the use of money.

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rental Installments (any past due Rental Installment(s) being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we do not have to, we can accept partial payment of an applicable Rental Installment, but we do not waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees as described in the Community Policies which are attached to this Lease.

13. **UTILITIES**

You and the other residents of the Apartment must separately pay and provide required deposits and all other applicable fees or expenses for all utilities or services not included in the Rental Installment, as set forth in the Community Lease Addendum, including, but not limited to, gas service, trash removal, telephone service, internet service, water service, sewer service, alarm monitoring and permitting, pest control, and electricity service. Except for allocated utilities, submetered utilities, and utilities included within the Rental Installment (as set forth in the Community Lease Addendum), you agree that all utilities and services paid for by you and the other residents of the Apartment, will be in your or one of the other residents of the Apartment names prior to, but not later than, the Starting Date. You acknowledge that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this Lease. Resident shall be jointly and severally liable with all roommates in the Apartment for utility bills. Should we pay any utility charges on behalf of you, you shall be jointly and severally liable with your roommates to us for such charges. Any failure to pay such amounts shall be a default under this Lease.

To the extent allowed by law, you hereby agree that we may select the electricity service provider for the Property including the Premises. If the Property is in an area open to competition and the Apartment is separately metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as our provider, unless you provide us with written notice of your intent to choose a different provider. You shall give us advance written notice of any change in providers and shall be responsible for paying all provider fees related to any change, including fees to change back to our provider when you move out of the Premises. Before moving out you shall notify your provider so electric service can be transferred back into Landlord's name and the

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meter can be timely read. You agree to execute such documents as may be necessary to authorize us to select the electricity service provider for the Property including the Premises, upon request, but not later than 10 days after such request is made.

We will not be liable for any interruption, surge or failure of any utility services provided to the Premises or any damage directly or indirectly caused by the interruption, surge, or failure. We make no representation and hereby disclaim any and all warranties express or implied with respect to the utility services, including, but not limited to, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by us, whether in writing or otherwise, except as otherwise explicitly included in this Lease, or in written documentation signed by the parties hereunder after the date hereof. We do not warrant or guarantee the protection of your privacy during operation of such services, that such services will satisfy your requirements, or that the operation of such services will be uninterrupted or error free. You acknowledge and agree that neither we nor our affiliates will be responsible to you for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of this Lease, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utility services or the termination of any utility services, whether arising from your use (or inability to use) of the aforementioned services, or otherwise.

14. **FURNITURE**

You assume full responsibility for items furnished by us, if any. You agree to return them to us at the expiration of the Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position before vacating the Premises. You will not remove the furniture from the Apartment for any purpose without our written consent. You shall be responsible for any damages or cleaning charges incurred by us with respect to use or condition of any furniture in the Premises, except for normal wear and tear. In the event any of the furniture is not maintained, is damaged or is otherwise not returned to us at the expiration of the Term, or when your right to possession of the Premises is terminated, whichever is sooner, in a condition satisfactory to us, ordinary wear and tear excepted, you shall pay us, upon demand, the cost to repair or replace such furniture, as determined by us. We shall have the right to deduct any amounts owed hereunder from the Security Deposit.

The furniture in the Premises is owned by Student Furniture Partnership ("Furniture Company"). Of your total Rental Installment, a certain amount per month is attributed towards your rental furniture as set forth in the Community Addendum, unless your Premises is unfurnished, in which case, none of your Rental Installment is for furniture. Owner reserves the right to revise the allocation of Rent to furniture at any time and without notice. We are renting the furniture to you and collecting the rental amount in our capacity as agent for the Furniture Company.

15. **CONDUCT OF RESIDENT AND GUESTS**

You and your guests must comply with all written rules and policies which we adopt for the Property. The current Community Policies are attached to this Lease. These rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies, you are in violation of this Lease. By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Premises as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property.

Various areas of the Property are designated and intended for the use and enjoyment in common by all residents, including (as applicable) the walkways, breezeways, courtyards, recreational facilities, lounges, clubhouse, computer lab, fitness center, pool, hot tub, basketball, sand volleyball, game room, and other amenities (the "Amenities") made available by us. You and your guests must comply with all rules and regulations regarding these Amenities and should be considerate of others while using these Amenities. You acknowledge that we retain the right to alter, modify, or eliminate the Amenities should we so elect. The use of the Amenities by you shall be at your own risk. Your use may be regulated, denied, or restricted at any time by us.

You are responsible for the safety, negligence, and actions of your guest(s), invitees, family, and licensees. You

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must accompany and supervise your guest(s) at all times in the Premises, Amenities, and Property. Any violation of this Lease or the Community Policies by your guest shall be considered a violation by you. We have the right to exclude guests or others who, in our sole judgment, have been in violation of this Lease, the Community Policies, or for disturbing other residents, neighbors, visitors or our representatives. We can also exclude a person who refuses to or cannot identify himself or herself as your guest.

16. **PARKING RULES AND REGULATIONS**

If parking is available at the Property, all vehicles owned or operated by you may be required to have a Property parking sticker if we have so designated. Guests must park in the designated guest parking areas, if any. Unless otherwise designated, there are no assigned parking spaces and parking spaces are available on a first come, first served basis. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator.

Your vehicle may be towed immediately, without notice, for the following violations:

1. Parked in a fire zone, tow away zone, no parking zone
2. Parked in a handicapped zone without proper identification
3. Parked blocking another vehicle
4. Parked blocking dumpsters
5. Parked in the grass, on sidewalks, or on curbs
6. Parked blocking an entrance or exit
7. Parked on property and not displaying a valid parking permit (if required)

In addition, vehicles that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with the Manager:

1. Vehicles with expired plates or inspection sticker
2. Vehicles inoperable (must drive to the office to prove operable)
3. Vehicles abandoned or not being driven (i.e. using our property as a storage facility)
4. Vehicles on jacks or blocks (unless posing a public safety hazard in which cases, such vehicles may be removed immediately without notice).

17. **MAINTENANCE, ALTERATION AND REPAIRS**

a. You assume responsibility for the condition of the Premises during the term hereof. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform, or allow any other person to perform any repairs, maintenance, installation of any equipment, furniture or any device, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. ANY PERSON INTENDING TO PERFORM ANY REPAIRS, MAINTENANCE, INSTALLATION OF ANY EQUIPMENT, FURNITURE OR DEVICE, OR ANY ALTERATION (OTHER THAN FOR SMALL NAIL HOLES IN SHEET ROCK FOR HANGING PICTURES) MUST SIGN IN AT THE MANAGEMENT OFFICE, OBTAIN OUR PRIOR WRITTEN CONSENT AND MUST SIGN A WAIVER AND RELEASE IN THE FORM PROVIDED BY US. You shall not change or add any lock to the Apartment without prior written consent from us. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease. Unless the condition is caused by normal wear and tear, we have no duty to repair or remedy a condition caused by you, a lawful occupant in the Premises, a member of your family, your guests or invitees; however, we may elect to do so. To the fullest extent permitted by law, we may require you to prepay, or if we elect, you agree to repay us, within ten (10) days after we send you an invoice, for the cost of all repairs made necessary by you or your guest's violation of this Lease or the negligent or careless use of the Premises or any part of the Property (except to the extent caused by our negligence) including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who is responsible). If you prepay, any over- payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your

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prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice.

**b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties, and attorneys' fees. AT THE BEGINNING OF YOUR LEASE, AND ON A QUARTERLY BASIS, WE WILL TEST THE SMOKE DETECTOR(S) IN YOUR UNIT FOR PROPER OPERATION AND WORKING BATTERIES. DO NOT RENDER THE SMOKE DETECTOR(S) INOPERABLE OR FAIL TO REPLACE THE BATTERIES AS NECESSARY. IT IS YOUR RESPONSIBILITY TO IMMEDIATELY PROVIDE US WITH WRITTEN NOTICE OF ANY MALFUNCTION OF THE SMOKE DETECTOR(S) IN YOUR UNIT.**

c. On the Starting Date, we will provide light bulbs for the light fixtures in the apartment. Thereafter, light bulbs will be replaced at your expense.

d. We will act with customary diligence to maintain fixtures, hot water, heating, and A/C equipment in the Premises as well as make all reasonable repairs to the Premises, subject to your obligation to pay for damages for which you are liable. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any other condition which you reasonably believe poses a material hazard to health and safety. Once we receive the notice, we will act with reasonable diligence to make the repairs, but during that time you may not stop payment of or reduce the Rent.

e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions, or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

g. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:

- Keep the Premises clean - especially the kitchen, bathroom(s), carpets, and floors. Immediately throw away moldy food.
- Remove visible moisture from windows, walls, ceilings, floors, and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
- Promptly notify us in writing about air conditioning, heating, or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.
- Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood, or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
- DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from

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the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. We cannot fix problems in the Premises unless we know about them.

18. **RESIDENT'S PROPERTY AND RENTER'S INSURANCE**

You are responsible for acquiring and maintaining your own insurance on your personal property, including, but not limited to, furniture, electronic equipment, clothing, vehicles, and valuables kept by you in or about the Premises, Apartment, and Property. We shall not be liable to you, your roommates, or any of your respective guests for any damage, injury, or loss to person or property. We are not responsible for and will not provide fire or casualty insurance for your personal property. Our insurance does not cover the loss of or damage to your personal property. You are required to buy and maintain renter's or liability insurance.

19. **LIABILITY**

To the fullest extent permitted by law, neither we, the Manager, nor our respective employees, officers, directors, agents, representatives and affiliates, together with their successors and assigns (collectively the "Released Parties"), will be liable to you or any of your guests, invitees, licensees or agents, and you, for yourself and for your guests, invitees, licensees and agents hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, damage, or loss to person or property (including any damage or loss to any personal property left in the Premises after the Lease has terminated or expired) caused by or associated with theft, burglary, assault or criminal conduct of other persons, vandalism, fire, smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the Premises or Property, explosion, surges or interruption of utilities, crimes, your personal conflict with your roommates, for any damage or inconvenience which may arise through repair or alteration of the Premises or any other cause whatsoever, and you hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet, or snow, but the Released Parties may do so in whole or in part, with or without notice to you. *We urge you to obtain your own insurance for losses due to such causes*. **YOU ASSUME FOR YOURSELF AND ALL YOUR GUESTS, INVITEES, LICENSEES AND AGENTS ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK**. To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Released Parties from and against (i) all fees, fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition in this Lease and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of injury, illness or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of you or any of your agents, guests, licensees or invitees or of any other person entering upon the Premises under or with the express or implied invitation or permission of you or when any such injury or damage is the result, proximately or remotely, of the violation by you or any of you, or any of your agents, guests, licensees or invitees of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this Lease, or when any such injury or damage may in any other way arise from or out of the occupancy or use by you, your agents, guests, licensees or invitees of the Property EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES, it being intended that the foregoing indemnity extend to and cover the negligence of such parties.

**You specifically agree to look solely to Owner's interest in the Property and the rent and other income derived therefrom for the recovery of any judgment against Owner, it being agreed that Owner (and its affiliates, members, employees, partners and shareholders) shall never be personally liable for any such judgment, and you shall not seek or obtain any such judgment. You agree that Manager ( and its affiliates, members, employees, partners, and shareholders), shall never be personally liable for any such judgment and that you shall not seek or obtain any such judgment. The provisions contained in the foregoing**

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**sentences are not intended to, and shall not, limit any right that you might otherwise have to obtain injunctive relief against Owner or Owner's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Owner. No consequential or punitive damages are recoverable against Owner or Manager. The provisions of this Section shall survive the expiration or earlier termination of this Lease.**

20. **CASUALTY LOSS**

In the event of fire or other casualty, you must immediately notify us. If the Premises is partially destroyed by fire or other casualty not attributable to you or your guests, licensee, or invitee, the Premises, may be promptly restored and repaired by us and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless we provide you with alternative living space, in which event Rental Installments will not be abated. However, if the Premises is substantially destroyed, then this Lease may be terminated by either you or us, in which event the remaining unpaid Rental Installment due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, you expressly acknowledge that you shall not be excused from paying any Rental Installment if the damage or destruction to the Premises is the result of or attributable to you or your guests, licensees, or invitees, and you shall be charged for the cost of any repairs or clean-up.

21. **PETS**

You are not allowed to keep a pet at your Apartment unless: (1) the Property allows pets; (2) you sign a separate pet addendum; and (3) you pay a non-refundable pet fee, If a pet is kept at your Apartment and you have not complied with the foregoing, Manager may assess a $250.00 fee and/or treat such violation as a breach of this Lease. "Pets" include dog and cats only. The term "Pets" does not include Assistance Animals as defined by the Fair Housing Act.. Feeding stray or unauthorized animals is prohibited. If you are found with an unauthorized Pet, you must remove the animal within 24 hours.

Manager may make reasonable accommodations for service or support animals. You will be required to sign a support animal lease addendum and provide additional documentation if you request a reasonable accommodation.

22. **RIGHT OF ENTRY**

You agree that both we and the Manager, and our respective agents, employees, repairers, servicers and authorized representatives may enter the Premises at the Property at reasonable hours for any reasonable purpose, in accordance with applicable law, including but not limited to, responding to your maintenance requests; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents; or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. 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). By placing a work order for work to be performed, you authorize Owner to enter the Premises for the purposes of completing that work order in a timely manner. If you refuse to allow us the right of entry, you will be held responsible for any financial losses that are sustained by us.

23. **LEASE TERMINATION**

Unless otherwise provided below, in the Community Lease Addendum, or otherwise provided by applicable law, you may not cancel this Lease for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us.

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You may terminate this Lease if (i) you are a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty, for more than 30 days in response to a national emergency declared by the President of the United States of America; and you (a) receive orders for permanent change-of-station, (b) receive orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or (c) are relieved or released from active duty. You must provide us with written notice of your right to terminate, along with a copy of your military orders. In the event you provide valid notice of termination in accordance with this paragraph, this Lease will be terminated 30 days after the date on which your next Rental Installment is due. Military permission for base housing does not constitute a permanent change-of-station order. After you move out, we will return your Security Deposit if applicable, less lawful deductions. For the purposes of this Lease, military orders described above will only release a resident who qualifies for a termination as indicated above, and such resident's spouse or legal dependents living in the resident's household. A roommate who is not the resident's spouse or dependent cannot terminate under this military clause.

**You may also have special statutory rights to terminate this Lease early in certain situations involving family violence, military deployment or transfer domestic violence, sexual assault, sexual abuse or stalking.**

24. **TRANSFER OF LEASE**

While you cannot lease any part of your 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. We are not responsible for finding a person to whom you can transfer this Lease, nor are we obligated to assist you in finding a potential replacement or to fill your bedspace before filling other bedspaces at the Property. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A re-letting fee, as provided in the Addendum, must be paid to us by you, and the new resident must take possession of your bedspace before the transfer will be considered complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

25. **DEFAULT**

The following events shall be deemed to be Events of Default by Resident under this Lease, including, but not limited to, the following (collectively, "Events of Default"):

a. You fail to pay any Rental Installment or any other amount owed under this Lease as directed by this Lease;

b. You or your guest violates this Lease, the Community Lease Addendum, the University's rules and regulations, or any other addendum attached to this Lease, the Community Policies, any apartment rules, or fire, health, safety, or criminal laws, regardless of whether arrest or conviction occurs;

c. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (as provided in Section 27 hereof);

d. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;

e. You are arrested, charged, convicted, or given deferred adjudication or pretrial diversion for a felony or misdemeanor offense, or a sex-related crime, or offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined under applicable law;

f. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession), as determined in Landlord's sole discretion;

g. You keep in your bedspace, the Apartment or any location at the Property, any (1) hand-gun, firearm, air gun, implement of martial arts, or weapon of any type prohibited by law, (2) any explosive, flammable, or any extra hazardous substance or device, or (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes;

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h. You fail to pay any fee, charge, or penalty within ten (10) days after it is levied in accordance with this Lease, the Community Lease Addendum, or the Community Policies; and
i. Any of the utilities which are payable by your and/or the other residents of the Apartment are disconnected or shut-off because of non-payment.

26. **REMEDIES**

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

a. Collect any fee imposed under this Lease, the Community Lease Addendum, or the Community Policies, including attorneys' fees and court costs;
b. Sue to collect past due Rental Installment(s) and any other damages we have incurred because of your violating the Lease;
c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice to vacate upon the date specified in such termination notice;
d. Sue to collect all unpaid Rental Installments and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rental Installment you were supposed to pay and the rent actually paid by the new resident);
e. Terminate this Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice to vacate upon the date specified in such termination notice;
f. Report all violations to credit reporting agencies;
g. Draft your checking account any sums we say you owe that you have not disagreed with in writing;
h. Accelerate the remainder of the Rental Installments due under this Lease through the Ending Date;
i. Do any combination of a, b, c, d, e, f, g, or h; and
j. Exercise any and all rights and remedies available to us in law or in equity.

All unpaid amounts will bear interest at the lesser of: (i) 18% per annum; or (ii) the maximum amount allowed by applicable law, from the date originally due through the date of payment. The provisions of this Section shall survive expiration or earlier termination of this Lease.

27. **RESIDENT'S PROPERTY LEFT IN PREMISES**

We shall have the right to determine when the Premises is abandoned in our sole discretion but in accordance with applicable law. You agree abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) discontinuance of any utility service, (iii) continued failure to respond to any notices, phone calls, or correspondence from us, and (iv) you appear to have moved out before the end of the Term of this Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedspace for five (5) consecutive days. In the event the Premises is abandoned, we shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possessions shall be considered our property and title shall vest in Landlord. You may redeem your personal property in accordance with and if applicable law permits. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by you and may be disposed of by us in accordance with applicable law.

Unless you provide us with written notice of the name, address and telephone number of a person to contact in

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the event of your death, we or your Guarantor may, enter the Premises to remove, store and/or dispose of your property without any liability therefore. Your Security Deposit, less any deductions, may be refunded to your Guarantor.

The provisions of this Section shall survive expiration or earlier termination of this Lease.

28. **CUMULATIVE REMEDIES**

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice of default, terminate this Lease or your right to possess the Premises or if we file an eviction suit, even if we accept Rental Installments or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it. The provisions of this Section shall survive expiration or earlier termination of this Lease.

29. **COSTS AND FEES**

To the extent allowed by applicable law, in the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. The provisions of this Section shall survive expiration or earlier termination of this Lease.

30. **SUBORDINATION AND RIGHT TO ENCUMBER**

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Lease and you appoint us as your attorney-in-fact to execute any such document for and in your name.

31. **SALE OF THE PROPERTY**

Any sale of the Property 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 Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

32. **GOVERNING LAW**

This Lease is governed by the laws of the State in which the Property is located. If any of the terms or conditions conflict with any such laws, then those terms or conditions shall be deemed modified and amended to conform to such laws.

33. **RESIDENT INFORMATION**

You represent that all information supplied by you or the Guarantor to us by means of a rental application or similar instrument is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent. Further, by agreeing to the terms of this Lease, you consent to the release of your contact information, including email address, telephone number, and permanent mailing address, without notice, to roommates assigned to the same Apartment, for roommate matching services, to your school/university, and for other needed business purposes, as may be determined necessary or convenient by Owner or Manager.

34. **PHOTOGRAPHS**

You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at the Property or any sponsored events at the Property. You grant us and the Manager and our designees, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish photographic or video portraits or pictures of

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you or in which you may be included, without restriction as to changes or alterations. This usage may be in conjunction with your own name or a fictitious name. It may involve reproductions in color or otherwise that may be made through any medium, and in any and all media now or hereafter known. Usage may include illustration, promotion, art, editorial, advertising, trade, or any other legal purpose. You also consent to the use of any printed matter in conjunction with that usage. You waive any right that you may have to inspect or approve the finished product, the advertising copy or other matter that may be used in that regard. I hereby waive any right that I may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You agree that we, the Manager and our designees will have no liability due to any blurring, distortion, alteration, optical illusion, or use in composite form that may occur in taking or usage of any picture or in the subsequent processing or publication of the picture. You release us, the Manager, and our designees from all claims of any nature arising in any way from the use of your photograph or photographic image. This release contains the entire agreement on this subject matter.

35. **MULTIPLE 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 and utilities; however, only you are liable for the lease obligations relating to your bedspace and the payment of your Rental Installments. You are not liable for any of your fellow residents' obligations as to their bedspace and their rental installments payable to us.**

36. **GENERAL; ENTIRE AGREEMENT; COUNTERPARTS**

Timing is very important in the performance of all matters under this Lease. 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. 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 done in writing and signed by us. You may not make any changes to this Lease Contract. Handwritten changes, additions or deletions to this Lease Contract shall not be binding on us unless approved in writing by us. All Lease obligations are to be performed in the county or parish where the Property is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease. This Lease, Addenda, Guaranty, Community Policies, and all other exhibits and attachments constitute the entire agreement between the parties with respect to the subject matter of this Lease and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Lease. This Lease may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Lease shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

37. **SAFETY**

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or 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.

38. **GUARANTY**

If a Lease Guaranty Agreement ("Guaranty") is submitted with this Lease, the person who signs must attach a copy of their driver's license or other governmental photo identification. We reserve all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to us

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of the performance of the covenants of this Lease and not substitution of your responsibilities and obligations hereunder. In the event you submit an executed Lease but do not submit an executed Guaranty as and when required by us, we shall have the right to require you to honor your obligations under and comply with all obligations of this Lease.

39. **SPECIAL PROVISIONS**

The following special provisions have been added to and are a part of this Lease: Community Lease Addendum, Lease Guaranty and Community Policies.

40. **PRIVACY POLICY**

An individual's right to keep personal information private is highly important. Manager is committed to protecting and maintaining the privacy, accuracy, and security of your personal information. This Privacy Policy sets forth the privacy practices of the Manager with respect to protecting the confidential nature of personal information, including you and your guarantor's social security number and/or driver's license number, telephone number, cellular or mobile phone number, texting, and email which may have been submitted with this Lease. We will only collect information which is relevant to your leasing of a bedspace at the Premises. The disclosure of your or your guarantor's social security number and/or driver's license number may be required so that we may (i) verify your eligibility to rent a bedspace or apartment, (ii) verify the eligibility of your guarantor, and, (iii) if applicable, to secure credit and criminal background reports. In addition, if you default on your Lease, we may use this information to report your default to credit agencies. If we do not obtain this personal information, we may be unable to provide you with accommodation at the Premises. All personnel of Manager, including part-time administrative help, may have access to your personal information. Your information may be stored in hardcopy or electronically in our systems. We maintain physical security over our paper and electronic data storage and premises and computer and network security which meet current industry standards to ensure that your personal information is kept secure and confidential. Hardcopy information is either under supervision or secured in a locked filing cabinet or in a locked area. Electronic hardware is either under supervision or secured in a locked area. In addition, passwords are used on computers. Our staff is trained to collect, use, and disclose personal information only as necessary to fulfill their duties and in accordance with this privacy policy. We destroy paper files containing personal information by shredding. We destroy electronic information by deleting it and, when the hardware is discarded, we ensure that the hard drive is physically destroyed. You consent and agree that we may contact you by any legal means, including, without limitation, via telephone number, cellular or mobile phone number, texting, email, and using an automated dialer.

You agree to provide your mobile phone number to Owner for the purpose of being notified via text message (SMS) of emergency situations that may arise at the Property. This service is powered by Bonfire CRM, LLC Mobile Marketing (Bonfire CRM, LLC), a third party; We reserve the right to change third-party service providers upon the lesser of 30-days' notice or the minimum required by applicable law. Emergency situations include, but are not limited to, inclement weather, fire, emergency repairs, and dangerous conditions or situations which may arise on or near the community. You also agree to receive non-emergency notifications. You may opt out of non-emergency notifications at any point by replying "STOP." Non- emergency notifications include, but are not limited to, rent reminders, community events notifications, leasing promotions and contests. You agree you are solely responsible for any text messaging rates or fees incurred by this service, and that neither Owner nor Bonfire CRM, LLC shall be responsible for any text messaging rates or fees incurred by such notices. Standard rates apply. Owner agrees to not provide or disclose your mobile phone number to any third party, besides Bonfire CRM, LLC, without prior written permission. Your acceptance of this Lease shall stand as permission to provide necessary contact information to Bonfire CRM, LLC. Bonfire CRM, LLC and Owner do not guaranty delivery of mobile telephone transmissions.

You agree that Owner and/or Bonfire CRM, LLC shall not be liable for service failure, delay, message content, or any other aspect of the service, and agree that Bonfire CRM, LLC's provision of text message alerts does not impose a duty upon Owner and/or Bonfire CRM, LLC to notify you of one or more emergency situations. You accept Bonfire CRM, LLC's services "AS IS," and acknowledge that Owner and/or Bonfire CRM, LLC have made no representation or warranty of any kind, express or implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. Bonfire CRM, LLC's text alert services may be unavailable, delayed, limited, or interrupted due to causes beyond its reasonable control, including, among other things: electronic or mechanical equipment failure; data storage or transfer limitations;

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Carrier or third-party problems; telephone or computer interconnect problems; network speed or access; coverage or geographic limitations; hardware, software, or network problems or availability; damage caused by weather, accident, fire, water, natural disaster, war, riot, acts of God, or terrorism; strikes or other labor stoppage; or other cause beyond Bonfire CRM, LLC's control. In such instances, Bonfire CRM, LLC may be unable to perform the text messaging alert services.

41. **ADDENDUMS AND ATTACHMENTS; INTERPRETATIVE PROVISIONS**

All Exhibits, Schedules, and Addenda annexed hereto or referred to herein are hereby incorporated in and made a part of this Lease as if set forth in full herein. The University's rules and regulations are hereby incorporated in and made a part of this Lease as if set forth in full herein. The attached Community Policies, and other Addenda become part of this Lease and are binding even if not initialed or signed. The words "hereof", "herein" and "hereunder" and words of like import used in this Lease shall refer to this Lease as a whole and not to any particular provision of this Lease. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Lease unless otherwise specified. Any capitalized terms used in any Exhibit, Addenda, or Schedule but not otherwise defined therein, shall have the meaning as defined in this Lease. Any singular term in this Lease shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in this Lease, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to "dollars" or "$" shall mean United States dollars. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified, or supplemented from time to time in accordance with the terms hereof and thereof. References to any person include the successors and permitted assigns of that person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to "law", "laws" or to a particular statute or law shall be deemed also to include any and all applicable law.

42. **OWNER'S AGENT; NOTICES**

Century Campus Housing Management, L.P., dba Campus Living Villages (the "Manager"), is authorized to manage the Apartment Community and to accept service of process and receive all notices and demands related to this Lease. All "notices" to Owner and/or Manager must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Century Campus Housing Management, L.P., dba Campus Living Villages (the "Manager"), 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel or to such other address as may be specified by Manager from time to time.

43. **COMMUNITY POLICIES; UNIVERSITY RULES AND REGULATIONS**

By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Premises as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property including, without limitation, any rules and regulations of the University may enforce and apply Governmental Regulations on the premises of the Property, including the Premises covered by this Lease and to any person in or on the property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law. You will comply with the rules and regulations of Landlord as adopted and altered by Landlord from time to time (including those attached hereto as Community Policies). In the event of any conflict between the Community Policies and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord may, from time to time, change such rules and regulations and Community Policies for the safety, care, or cleanliness of the building and related facilities.

44. **FITNESS FACILITY**

You understand that the use of the Fitness Facility at the Community and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, nor Manager, or any of its/their employees (collectively the "Owner parties") assumes any liability for injuries you, or your guests may sustain from use of the Facility or the equipment.



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You expressly acknowledge that there are certain dangers and risks inherent in use of exercise facilities, which may result from accidents, negligence, the use of any equipment, exercise, or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume the sole risk for any and all dangers, illnesses, damages, personal injuries, and death that may result while using the Fitness Facility and/or while participating in exercises with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness Facility, which may include severe injury or even death.

45. **[RESERVED].**

46. **[RESERVED].**

47. **EPIDEMICS AND PANDEMICS**

***Please read* this Section 47 before signing. This Section 47 pertains to the potential for exposure and infection from the Covid-19 Virus and any other infectious disease, illness, or pandemic that may be present in or around the apartment community. This addendum requires the Resident to take reasonable steps for protecting his or her safety and security, and it *limits the liability* of the apartment Owner and managing agent or company *under certain circumstances* for injuries, property loss, and damages. Your signature below means that you read and understand this Section 47.**

(a) **Definitions.** The term "Covid-19 Virus" refers to the widespread virus that resulted in a global pandemic and many federal, state, and local orders that declared a state of emergency. As State and local health guidelines ("Guidelines") are issued, Resident, Occupants, and Guests (if applicable) understand and agree to follow such guidelines when accessing, entering, or using common areas, facilities, amenities, and all places within the community outside the Resident's Premises. "Facilities" includes, but is not limited to, all parts of the community that may be used by the Resident, Occupants, Social Guests, Visitors, and Invitees.

(b) **No Representations, Guaranties, Covenants, or Warranties.** Resident acknowledges and agrees that neither the Owner nor Manager have made any verbal or written representations, guaranties, covenants, or warranties, either express or implied, that: the Premises, Community or its entrances, exits, common areas, apartments, or any portion are safe or free from the Covid-19 Virus; or Measures adopted or followed to meet governing health Guidelines when performing basic operations is, has been, or will be provided to or for Resident that will prevent the Covid-19 Virus from occurring in or around the Community.

(c) [Reserved].

(d) **Duty to Exercise Due Care for Resident's Own Safety.** Resident acknowledges and agrees that he or she has a duty at all times to exercise due care to protect and provide for his or her own safety and property from the existence of Covid-19 Virus and acts of others who may be contagious with Covid-19 Virus. Resident understands and agrees that the Owner or Manager cannot and do not know who has and does not have the Covid-19 Virus. Resident acknowledges and agrees that in the event Resident's family, occupants, guest, or invitees have the Covid-19 Virus, exhibit Covid-19 symptoms, a fever, or have influenza like symptoms they will refrain from using any Facilities in the Community, quarantine, and seek appropriate medical care to prevent spread of the virus.

(e) **Limitation of Owner's and Management's Liability: Neither Owner Nor Management Shall Have Liability to Resident for Damage or Injury Sustained Due to the Improper Acts of Others Who Fail to Follow local, state, and federal Guidelines or Use the Facilities While Contagious with the Virus.** Resident expressly waives and releases Owner or Management from any liability or any negligence claim based on alleged acts of other Residents, Occupants, Social Guests, Visitors, or Invitees pertaining to any condition, defect, action, or failure to act in the common areas of the community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent Covid-19 Virus from being in the Premises or in the common areas of the community.

(f) **Owner and Management Are Not Required to Provide Notices of Covid-19 Virus in the Community.** Resident acknowledges and agrees that: Owner and Management are not required by law to provide written

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or verbal notices to the Resident of illness or death related to Covid-19 Virus in or around the Community other than a notice required to be posted under the Guidelines which specify or may specify posting of a notice at certain Facilities in the Community.

[SIGNATURE PAGE AND ADDENDA FOLLOW]

For Reference Only

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be signed as of the date first below written.

**RESIDENT:**

By: _____
Name: _____

**OWNER OR AUTHORIZED AGENT:**

By: _____
Name: _____
Title: _____

Date: _____

For Reference Only

[SIGNATURE PAGE TO THE LEASE CONTRACT]