

LEASE CONTRACT

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

Landlord (Owner): University Oaks 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 600-unit apartment project located at 6685 UTSA Boulevard in San Antonio, Texas, 78249. (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:

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 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 \$200.00 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 you 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 \$150.00 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.**
- 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.

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, sub-metered 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 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 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 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.
18. **Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from 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. 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 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 \$100.00 fee per day and/or treat such violation as a breach of this Lease. "Pets" include all mammals, reptiles, amphibians, birds, fish, and insects. "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.

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, (1) any weapon prohibited by law or university regulations, (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;
- 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 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 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 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; 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. 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 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]

Only use the signature block below if the lease is not electronically signed. If the lease is electronically signed, the signature block should not be filled out.

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

RESIDENT:

OWNER OR AUTHORIZED AGENT:

By: _____
Name: _____

By: _____
Name: _____
Title: _____
Date: _____

FOR REFERENCE ONLY

[SIGNATURE PAGE TO THE LEASE CONTRACT]

COMMUNITY ADDENDUM

This Community Addendum (this “Addendum”) is made and entered into as of the same date as the Resident 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 this Addendum and the Lease, the terms of this Addendum shall control. All capitalized terms used herein without being defined herein shall have the meaning ascribed to such terms in the Lease.

SUMMARY

All installments and fees made payable to:	University Oaks Apartments
NON-REFUNDABLE ADMINISTRATION FEE *Renewals are not required to pay fees twice	\$250.00
SECURITY DEPOSIT	\$0 with Guarantor; \$600.00 without Guarantor
Other Applicable Fees: *See the Lease, Community Policies, and any other document, as applicable.	
LATE CHARGE *Charged on the fourth (4th) day of the month if Rent is not paid by the third (3rd) day of the month. Rent is delinquent until Rent is paid in full.	A sum equal to 10% of the Monthly Rent
RETURN CHECK CHARGE FOR EACH RETURNED CHECK	\$30.00
TRANSFER FEE from ASSIGNED PREMISES / BEDSPACE TO ANOTHER PREMISES / BEDSPACE	\$300.00
RELETTING FEE	\$300.00
BILLING FEE	N/A
ELECTRICITY	Included in Rent
WATER/SEWER	Included in Rent
GAS	Included in Rent
TRASH/RECYCLING	Included in Rent
PEST CONTROL *Excludes special treatment for bedbugs, fleas, and other pests as determined in Owner’s sole and absolute discretion.	Included in Rent
INTERNET	Included in Rent
FURNITURE	2 and 4 bedrooms \$63.00/month Furnished Efficiencies \$63.00
NON-REFUNDABLE PET FEE	\$400
MONTHLY PET RENT	\$25.00/ month
PERMITTED OCCUPANT FEE	\$250.00
HOLDOVER DAILY FEE *Plus, any actual damages incurred (including rescheduling contractors and other vendors)	Daily rent amount + \$50.00/day
INSURANCE NONCOMPLIANCE FEE	\$25.00

UTILITIES AND SERVICES:

A. If Owner agrees to furnish water/sewer, trash, pest control, and Internet for the Premises, Resident and the other residents of the Premises must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident’s name prior to, but not later than, the Commencement Date or Starting Date.

Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Lease. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

B. Electricity may be billed by Owner using any third party billing service. Resident acknowledges that the billing provider is not a public utility. Owner reserve the right to change the third party billing provider at any time. Any disputes related to the computation of the Resident's bills will be between the Resident and the Owner. Owner will remain the customer of record for electric utilities. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges.

C. Resident will receive monthly billing statements. If a third-party billing service is used, utility billing statements may include a monthly service charge not to exceed \$5.00. The service charge represents the reasonable value of services provided by Owner, or any other utility billing company to allocate the utility costs to the responsible parties, provide billing, and process payments. The monthly service charge is subject to change upon sixty (60) days' written notice of increase sent by first class mail to Resident. Billing statements are payable within seven (7) days of the statement date. The due date for Rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the Lease and grounds for termination of the tenancy. All monetary amounts due under this Addendum are deemed Additional Rent. Utility billings will be prorated, as necessary. Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Owner reacquires possession of Resident's Premises, may be deducted from the Resident's Security Deposit.

D. If it is necessary for Owner to pay any costs or repairs due to failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of the Lease, then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs, and the total amount is payable by Resident as Additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the lease term even if Resident moves out prior to the termination date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with the other residents to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Premises and in accordance with any applicable utility billing laws and regulations. Any failure to pay amounts as listed herein shall result in a default under the Lease.

E. For submeter billing only: If the Premises has a submeter and electricity is not included in rent, electricity will be billed by Owner based on the submeter readings for the Premises. Specifically, the Premises's measured consumption is multiplied by the average rate on the utility provider's bill. The Premises's cost will then be divided by the number of days the Premises was occupied to come up with each resident's charge. If there is a Utility Credit, each month we will apply such Utility Credit to your electric bill. Your monthly bill will cover only electricity consumed within the Premises which exceeds the Utility Credit. In the event the monthly bill is less than the Utility Credit amount listed above, no refund or credit will be applied to your account, but you will not incur any electricity charges due for that month. Your monthly bill for electricity for the Premises will cover only electricity consumed within the Premises. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas. Your lease provides that you and the other residents are jointly and severally liable for utility costs for the Premises. However, for your convenience, we will bill each resident individually for his or her share of the total bill for the Premises. You must pay your monthly electric submeter bill within seven (7) days after the date when we issue it. If you do not pay it within seven (7) days, you will be liable for a late payment charge of five percent (5%) of the bill. Your bill must be paid directly to us at the manager's office (or such other place as we designate in writing). Disconnection of submetered electricity for nonpayment is governed by the Public Utility Commission electric submetering rules. A copy of the rules is attached as Exhibit A.

The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

SECURITY DEPOSIT:

Owner shall provide Resident an itemization of the application of the Security Deposit and a refund of the remaining balance of the Security Deposit, if any, thirty (30) days after termination of the tenancy, delivery of possession of the Premises to Owner by Resident and written notice from Resident of Resident's forwarding address. Owner may also deduct from the Security Deposit its reasonable costs incurred in rekeying security devices required by law if Resident vacates the Premises in breach of the Lease.

DELAY OF OCCUPANCY:

If occupancy is or will be delayed for construction, repairs, cleaning, a previous resident's holding over, or any other unforeseen delays, we are not responsible for the delay. The Lease will remain in force subject to: (1) abatement of Rent on a daily basis during delay; and (2) at our option, substitute accommodations may be provided until your Premises is available. **Rent abatement does not apply if delay is for cleaning or repairs that do not prevent you from occupying the Premises.** The date we make the Premises available is considered the new Starting Date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

DEFAULT BY OWNER:

We will act with customary diligence to keep common areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to your obligation to pay for damages for which you are liable. **If we violate any of the above, you may possibly terminate the Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:**

- (a) all rent must be current, and you must make a written request for repair or remedy of the condition—after which we will have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we will have a reasonable time to repair or remedy; and
- (c) if the repair or remedy still has not been accomplished within that reasonable time period, you may immediately terminate the Lease by giving us a final written notice.

You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.

DEFAULT BY RESIDENT:

In the event of default by Resident, Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises or terminating the Lease, at Owner's sole discretion, upon three (3) day's written notice to vacate and regain possession of the Premises or in the manner provided by applicable law. It is understood that in the event Owner terminates a Resident's right to occupy the Premises, it shall be a default under the Lease by Resident for such Resident to occupy the Premises. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a Reletting Fee, as provided herein this Addendum, to offset the costs of reletting the Premises; (ii) all monthly Rent and other charges which are payable during the remainder of the Term of the Lease, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Lease or applicable law. Resident acknowledges that the Reletting Fee is not a cancellation fee or a buyout fee. The Reletting Fee is a liquidated amount covering only Owner's damages associated with Owner's time, effort, and expense in finding and processing another resident to occupy the Premises. Such damages are uncertain and difficult to ascertain.

In addition to events of default in the Lease, the following events shall be deemed to be Events of Default by Tenant under the Lease (collectively, "Events of Default"): criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the Premises or apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others.

CASUALTY DAMAGE:

Subject to Section 20, If the Premises are totally destroyed by an insured peril, or so damaged by an insured peril that, in Owner's reasonable estimation, rebuilding or repairs cannot be substantially completed within 180 days after the date of Owner's actual knowledge of such damage, then either Owner or (if Tenant, guest, or occupant did not intentionally cause such damage) Tenant may terminate the Lease by delivering to the other written notice thereof within 30 days after such damage, in which case, the Rent shall be abated during the unexpired portion of this Lease Term, effective upon the date such damage occurred. Time is of the essence with respect to the delivery of such notices.

SMOKE DETECTORS:

You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties, and attorneys' fees under Section 92.2611 of the Texas Property Code. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof. YOU SHOULD PERIODICALLY TEST EACH OF THE SMOKE DETECTORS IN THE PREMISES AFTER YOU TAKE POSSESSION TO ENSURE THAT EACH IS IN GOOD WORKING ORDER. Owner and Resident affirm that, at the Starting Date of this Lease, the Premises contains a sufficient quantity of properly installed smoke detectors located in proper areas throughout the Premises in compliance with Section 92.251-.257 of the Texas Property Code. Furthermore, Owner inspected all smoke alarms in the Premises on or around the Starting Date, and all were found to either be in working order or were properly replaced in accordance with Section 92.258 of the Texas Property Code. All smoke alarms in the Premises are presumed to be in good working order for the full Term of this Lease unless Owner receives written notice from Tenant indicating otherwise. Resident fully understands that it is solely responsible for the periodic testing and replacement of batteries on the smoke alarms.

INSURANCE:

A. Owner requires that Resident purchase renter's insurance prior to, but no later than, the Commencement Date or Starting Date. **AT OWNER'S OPTION, THE LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF PROOF OF RENTER'S INSURANCE IS NOT PROVIDED TO THE MANAGER ON, OR PRIOR TO, THE COMMENCEMENT DATE OR STARTING DATE.** Resident shall not be released from any obligations unless Owner agrees in writing.

B. You understand and agree that the Lease and this Addendum require Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease Term and any renewal periods that provides limits of liability to third parties in an amount not less than \$[100,000] per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in the state where the Premises is located. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party," "Party of Interest," or additional insured that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with this Addendum on or prior to the Lease Commencement Date or Starting Date; and if you do not you may not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

C. You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit, or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the applicable department of insurance, if any. The department of insurance or other state regulatory agency website at may contain useful consumer information regarding renter's insurance. If the Premises is located in Texas, see the

Texas Department of Insurance at www.tdi.texas.gov or <https://www.tdi.texas.gov/pubs/consumer/cb043.html> for further information. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

D. You understand and agree that your failure to comply with either the requirements herein this Addendum, is a material breach by you of the Lease and an Event of Default under the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by this Addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of a fee in this Addendum (the "Insurance Noncompliance Fee"), which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this Addendum. Owner will agree to forego commencement of an eviction based upon non-compliance with this Addendum for a one-month period, during which you shall come into compliance with this Addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies hereunder for any subsequent months. The Insurance Noncompliance Fee is due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF THE INSURANCE NONCOMPLIANCE FEE DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS PROVIDED HEREIN THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED HEREIN, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in the Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

E. YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

RESIDENT'S RESPONSIBILITY FOR SECURITY:

Owner will comply with the requirements of state law with respect to providing door locks and window latches to the Premises at the Community. Pursuant to state law, the Premises is equipped with: (1) a window latch on each exterior window of the Premises; (2) a doorknob lock or keyed dead bolt on each exterior door of the Premises; (3) a sliding door pin lock on each exterior sliding glass door of the Premises; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Premises; and (5) a keyless bolting device and a door viewer on each exterior door of the Premises. Additionally, if the Premises has French doors, one door of each pair of French doors, if any, in the Premises has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more. **At Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law.**

ABANDONMENT:

Contractual Lien and Abandonment: All personal property of Resident in the Premises (except property statutorily exempt by section 54.042 of the Texas Property Code) is subject to a contractual lien to secure

payment of delinquent Rent. In order to exercise contractual lien rights, Owner may peacefully enter the Premises (and any storerooms) and remove and store all such property; provided, however, written notice of entry must be left afterward in the Premises in a conspicuous place, along with a list of items removed. If Resident is absent from the Premises for five (5) consecutive days, during the term of the Lease, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in abandoned Premises (and all personal property of Resident located elsewhere in the Premises) shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity or by selling the property in accordance with the procedures set forth below. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after ten (10) days' written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Premises or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness; and surplus, if any, shall be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.

PARKING:

In addition to the other rights Owner has to tow vehicles in the Community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration by complying with applicable law including giving the owner or operator of the vehicle at least ten (10) days' written notice that the vehicle will be towed from the Community at the vehicle owner's or operator's expense if it is not removed from the parking area.

EARLY TERMINATION:

Residents may have special statutory rights to terminate the Lease in certain situations involving family violence, certain sexual offenses, stalking or a military deployment or transfer.

OTHER LEASE TERMINATION:

Resident may terminate the Lease as provided herein, provided that: (i) Resident is not in default beyond the expiration of any applicable notice or cure periods; and (ii) upon the terms and conditions set forth below:

Except as otherwise provided in the Lease, there is no early termination clause in this Lease. However, 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 the obligations under this Lease unless we specifically agree, in writing, to release you. A Reletting Fee 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.

Prior to the Start Date, you may terminate this Lease if you will not be attending The University (or any other institution of higher education within 30 miles of the Property), provided you (i) notify us in writing at least sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of \$1000.00, or (ii) notify us in writing less than sixty (60) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of \$1250.00. Termination fees must be paid on the date you give us written notice.

After the Start Date, you may terminate this Lease if you are no longer enrolled at, or employed by The University (or any other institution of higher education within 30 miles of the Property), provided you (i) give us sixty (60) days prior written notice, and (ii) pay to us (in addition to the required Rental Installment Payments due during the 60-day notice period) a Termination Fee, on the date you give us written notice, in an amount equal to (a) sixty (60) times the daily rate (calculated by dividing the Total Contract Value (as defined in Section 4 of the Lease) by the total number of days in the Term of the Lease) ("60-Day Fee"), plus (b) 30 percent (30%) of the balance of the remaining Rental Installment Payments attributable to the unexpired Term of the Lease (following the 60 day notice period).

ARBITRATION:

THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. OWNER AND RESIDENT (THE "PARTIES") AGREE AND UNDERSTAND THAT THEY CHOOSE ARBITRATION INSTEAD OF LITIGATION TO RESOLVE DISPUTES. THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT BUT THAT THEY PREFER TO RESOLVE THEIR DISPUTES THROUGH ARBITRATION, EXCEPT AS PROVIDED HEREIN. EXCEPT FOR ANY EXCLUDED CLAIM (AS DEFINED BELOW), ANY DISPUTE, CLAIM, DEMAND, ACTION, PROCEEDING OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER RELATING TO THIS ADDENDUM, THE CONTRACT, OTHER LEASE DOCUMENTS AND ADDENDA, THE BED SPACE, UNIT, PREMISES, OR THE COMMUNITY, WHETHER FOR DAMAGES OR FOR INJUNCTIVE OR OTHER LEGAL, EQUITABLE OR OTHER RELIEF, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, REGULATORY, CONSTITUTIONAL OR OTHER LAW, BETWEEN RESIDENT AND OWNER SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. IF OWNER AND RESIDENT CANNOT AGREE ON THE SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE REQUEST FOR ARBITRATION, THE AAA SHALL SELECT AN ARBITRATOR. THE DETERMINATION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR SHALL ASSESS THE COST OF ARBITRATION AGAINST THE PARTY WHICH IS NOT THE SUBSTANTIALLY PREVAILING PARTY IN SUCH ARBITRATION.

CLASS ACTION WAIVER:

RESIDENT AGREES THAT HE/SHE SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING FROM OR RELATING TO THE CONTRACT, THIS ADDENDUM OR ANY OTHER LEASE DOCUMENTATION. THE PARTIES AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL HAVE ALL POWERS PROVIDED BY THE LAW AND THIS CONTRACT. THESE POWERS SHALL INCLUDE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES, DECLARATORY RELIEF, AND INJUNCTIVE RELIEF.

EXCLUDED CLAIMS:

AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY OWNER OR ITS AGENT FOR THE EVICTION OF RESIDENT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THE CONTRACT, THIS ADDENDUM OR ANY OTHER LEASE DOCUMENTATION. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY RESIDENT PURSUANT TO CHAPTER 92 OF THE TEXAS PROPERTY CODE. AN ACTION ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE CONTRACT.

Resident acknowledges that Resident has read this Addendum. **RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE ARBITRATION AND CLASS ACTION PROVISIONS IN THIS ADDENDUM. RESIDENT ACKNOWLEDGES THAT THIS ADDENDUM IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting this Addendum electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

EXHIBIT A

Summary of Texas Public Utility Commission Submetering Rules for Electricity

The Texas Public Utility Commission (PUC) has adopted comprehensive submetering rules for electricity. Those rules (or a summary of those rules approved by the PUC) must be attached to your Lease Contract. PUC Substantive Rules §25.141 and §25.142, relating to submetering, may be found on the PUC website at www.puc.state.tx.us. Specific questions about the PUC rules may be directed to the PUC at 888/782-8477. This is a summary of our duties and your duties under the rules, which has been approved by the PUC. As on the other side of this page, the terms "you" and "your" refer to all residents, and the terms "we" and "our" refer to the owner.

1. **SUBMETER BILLS IN GENERAL.** Your submeter bill may cover only electricity consumed within your apartment unit as measured by that unit's submeters. Electrical consumption for the common areas and common facilities are our sole responsibility. Each month, the electric submeter bill must be given as separate bills or as separate, distinct line items on a multi-item bill. The bill must state that it is for "submetered electricity." Allocations of non-submetered mastermetered utilities and allocations of utility costs of central hot-water systems or central air conditioning or heating systems are lawful if (1) they are clearly separate from the submetering charges for your apartment, and (2) they are covered by a separate addendum. Proration of non-submetered mastermetered utilities must also be covered by separate documents.
2. **HOW YOUR SUBMETER BILL IS CALCULATED.** Your bill is calculated in the following manner: after we receive the apartment utility bill from the utility company, we'll divide the net total charges for electrical consumption, plus applicable tax, by the total number of KWHs to obtain an average cost per KWH. This average KWH cost is then multiplied by your KWH consumption to obtain the charge to you. The computation of the average cost cannot include any penalties charged by the utility to us for disconnect, reconnect, late-payment or other similar service charges.
3. **WHAT YOUR SUBMETER BILL MUST SHOW.** Your bill must show all of the following information:
 - (a) The date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;
 - (b) the number of KWHs metered;
 - (c) the computed rate per KWH;
 - (d) the total amount due for electricity;
 - (e) a clear and unambiguous statement that the bill is not from the utility company, which must be named in the statement;
 - (f) the name and address of the person to whom the bill applies;
 - (g) the name of the firm rendering the submetering bill and the name and title, address and telephone number of the person or persons to be contacted in case of a billing dispute;
 - (h) the name, address and telephone number of the party to whom payment is to be made; and
 - (i) the due date and the late-payment penalty (if a late-payment penalty has been agreed to in the Lease Contract).
4. **DUE DATE.** The due date of your submeter bill is no less than seven days after issuance. A bill for submetered electricity is delinquent if it's not received by the party indicated on the bill by the due date. The postmark date on the envelope of the bill or on the bill itself constitutes proof of the date of issuance. An issuance date on the bill constitutes proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes is the next work day after the original due date.
5. **LATE PAYMENT CHARGES.** A one-time penalty not to exceed 5% may be made for payment of your submetered electrical bill after the due date (i.e. for late payment). In order for late payment penalties to be charged, the bill must indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by you in a written Lease Contract which states the exact dollar or percentage amount of such late penalty.
6. **RECONNECTION FEES.** A reconnection fee may be charged if service to you is disconnected for nonpayment of submetered electric bill in accordance with PUC rules (summarized below). The reconnection fee is calculated based on our average actual cost for the expenses associated with the reconnection, but under no circumstances may it exceed \$10. No reconnect charge may be assessed unless you've agreed to it in a written Lease Contract that states the exact dollar amount of the charge.
7. **ADDITIONAL CHARGES ON YOUR BILL.** We can't impose any extra charges on you over and above those charges billed to us by the utility company. The bill may not include a deposit, late penalty, reconnect charge, or any other charge unless otherwise provided above.
8. **OUR RECORDS.** We're required to keep the following records for the current month and the preceding 12 months: (1) all electric utility bills from the utility company; (2) all of your submeter readings; (3) our calculations on how the average KWH cost was determined for submeter billing purposes; and (4) any testing results on the submeters if they have been tested during that time. You may examine and copy the information during reasonable business hours at your manager's on-site office. If there is no such on-site office, you may examine and copy the records at a mutually convenient time and place.
9. **DISPUTES.** You and we must resolve any disputes regarding how to compute your submeter bill. If a dispute arises and if an investigation is necessary, we're required to investigate promptly and report the results to you within 30 days.
10. **OVERBILLING OR UNDERBILLING.** If submetered billings are found to be in error, we must calculate a billing adjustment. If you are entitled to a refund, we'll make an adjustment for the entire period of the overcharges. If you were undercharged, we may backbill you for the amount underbilled. Any backbilling of electric charges cannot extend back beyond six months unless we produce records to identify and justify the additional amount of backbilling. If the underbilling is \$25 or more, we must offer a deferred-payment plan option, for the same length of time as that of the underbilling. But we may not disconnect service if you fail to pay charges arising from an underbilling more than six months before the date you were initially notified of the amount of the undercharges and the total additional amount due. And we can't backbill you for usage by a previous resident.
11. **DISCONTINUANCE OF ELECTRIC SERVICE PROHIBITED.** According to the Texas Property Code, Section 92.008(b), submetered electric service provided by the landlord as an incident to tenancy or other agreement may not be disconnected or interrupted unless the interruption results from bona fide repairs, construction, or an emergency. Violation for disconnection or interruption of electric service, including submetered, electric service, may result in the tenant terminating the Lease Contract or recovering possession of the premises; and recovery of actual damages, one month's rent or \$500, whichever is greater, reasonable attorney's fees and court costs, less any delinquent rents or other sums.
12. **SUBMETER TESTS.** We're required to keep records of any tests of the submetering equipment. We must, at your request, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during reasonable business hours at a time convenient to you if you desire to watch. If the submeter test indicates that the submeter is within the accuracy standards required by PUC rules, a charge of up to \$15 for electricity may be charged to you for making the test. But if the submeter has not been tested within a period of one year or if the submeter's accuracy is not within the accuracy standards required by PUC rules, no charge can be made to you for making the test. After completing any requested test, we'll promptly advise you of the results.
13. **PENALTIES FOR NONCOMPLIANCE.** Both the utility companies and we are subject to enforcement under the PUC statutes, which may involve civil penalties of up to \$5,000 for each offense and criminal penalties for willful and knowing violations.
14. **COMPLETE COPY OF THE RULES.** A complete copy of the PUC electricity submetering rules is available for you to inspect and copy at the on-site manager's office; or if there is no on-site office, it's available at our street address or the management company's street address slated on the other side of this page. The rules cover additional subjects such as: (1) estimated bills in case of submeter malfunctions; (2) submeter accuracy requirements; (3) bill adjustments due to a submeter malfunction; (4) bill adjustment due to conversion from all-bills-paid to submetering; (5) location of submeters; (6) submeter testing equipment; (7) submeter testing; and (8) uniformity of submeters in the apartment complex.

By initialing, Resident acknowledges that Resident unconditionally agree to all obligations within this Community Addendum:

UNIVERSITY OAKS

Community Policies

WELCOME TO UNIVERSITY OAKS APARTMENTS, a unique residential community for students, faculty, staff, and affiliates of The University of Texas at San Antonio (or "the University") and other institutions of higher education. This Property is 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 University. While you must follow the entire Code, what follows is the first section of the Code that we present for your convenience: SEC. 101. GENERAL. By enrolling at the University of Texas at San Antonio (UTSA), 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 the Board of Regents of The University of Texas System, the rules and regulations of UTSA and directives issued by an administrative official in the course of their duties. A student who enrolls at the University is charged with the obligation to conduct themselves in a manner compatible with UTSA's function as an educational institution; consequently, conduct which interferes with the use or utilization of UTSA facilities by other persons may be sanctioned regardless of whether such conduct is specifically proscribed by the provisions of the *Student Code of Conduct*.

Suspension for non-academic reasons from the current university you are attending will result in eviction. Regardless of whether you are currently enrolled at UTSA, you can be evicted for any violation of the Community Policies.

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 University Police Department may provide security services in the Property from time to time at their sole discretion. You should not assume their presence. The University Police Department may be reached by dialing 210-458-4242. Please call 911 for emergencies or to report criminal activity. 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 proper 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.

ACCESS TO THE PROPERTY. Your access card contains your personal electronic code and grants you access to the property gates and your apartment. Your acceptance and use of the access card is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen cards to us. Your number can then be programmed out of the computer to prevent unauthorized use of the card. Lost, stolen, or damaged cards/keys will be replaced for a charge of \$50.00 for front door and/or bedroom key each and \$75 for a gate clicker. This charge offsets the cost of the card/key and the cost of reprogramming the computer.
- B. Your right to use the access card/key ends when your lease ends or is terminated. You must return all cards/keys at that time. If you fail to return the access card/key when your lease ends or is terminated, you will be charged \$50.00 for front door and/or bedroom key each and \$75 for a gate clicker.
- C. Do not let other people use your card. Do not duplicate any keys.
- D. Mere possession of a card/key does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

To avoid damage to your vehicle and to the vehicle access gates, pass through the gates carefully. You may be sanctioned, incur a fee, and/or charged for the repair costs of any damage to gates caused by vehicles driven by you or your guests. People who vandalize the gates will incur a fee, will be required to pay the costs of repairs, and may face disciplinary action and/or criminal prosecution.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks on the doors while you're inside.
- When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts*
- Don't put your name, address, or phone number on your key ring.
- If you're concerned because you've lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done, as long as you pay for the rekeying.
- Dial UTSA Police at 210-458-4911 for emergencies. If any emergency arises call the appropriate emergency services first, and then call the University Police.
- 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. If you have them, lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar. 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.
- Do not give entry codes or electronic gate cards to anyone.
- 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, if applicable, have your newspaper/mail delivery stopped, or make sure it is delivered to a secure location.
- 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.
- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.
- 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 can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

S2. KEYS – Apartment and Mailbox keys are property of University Oaks and must be returned at the termination of your lease. The charge will be \$50.00 for each front door, bedroom and/or mailbox key, \$75 gate card that is not returned, and for each replacement key that you request. The charge for any lost, stolen, or broken keys will be \$50.00 for each front door, bedroom and/or mailbox key, \$75 gate card. Any duplication of University Oaks keys is strictly prohibited and can result in disciplinary action.

- A. It is the responsibility of the resident to secure his/her apartment key and access card and not loan these items to anyone.
- B. If inadvertently locked out of his/her apartment, the resident may seek assistance at the Housing Office (when office is open), Monday through Friday from: 9:00 a.m. to 7:00 p.m., Saturday 10:00 a.m. to 5:00 p.m., and Sunday 1:00 p.m. to 5:00 p.m. After hours and on weekends residents may call the on-duty staff member to gain assistance. The resident is entitled to three courtesy lockouts during normal business hours; a \$ 50.00 charge will be assessed for each subsequent lockout and all lockouts occurring outside of normal business hours, weekends and holidays.

S3. VIDEO SURVEILLANCE - Portions of the community are equipped with Closed Circuit TV cameras. These cameras have been installed for the purpose of recording events for later viewing. The cameras are NOT monitored and are NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the cameras and recording equipment are mechanical and require the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon these cameras in any way for any purpose.

CHECK-IN / CHECK-OUT PROCEDURES

P1. CHECK-IN PROCEDURES – All residents **MUST** check in to the property in the following manner:

- Report to the University Oaks Office or designated area.
- Pay all required fees as described in the "Residence Hall Rate and Payment Schedule."
- Within 48 hours of moving in, complete an inventory of room and furnishings. Return the completed inventory form to the University Oaks Housing Office.

P2. CHECK-OUT PROCEDURES –

- Complete final inventory of room and furnishings. Upon completion, return ALL KEYS to University Oaks Office and sign required checkout forms.
- Students must remove their belongings out of their assigned spaces prior to officially checking out.
- As an option, a resident may do an express check-out by picking up an express check out envelope from the leasing office and returning the completed envelope, including their keys, through the drop box.

The fee assessed to students who fail to checkout of their room properly is \$150.00. This fee covers any of the following:

- Failure of student to sign the Unit Condition Form.
- Failure of student to vacate the property by designated check out time.
- Failure of student to check out with a staff member.
- Failure of student to clear belongings into newly assigned room (during hall/room change periods).

Students' living spaces shall be clean and in good condition at the time of check-out. Students who fail to clean their rooms or do not discard the trash properly will be charged a fee in addition to any damage assessments. An agreement should be reached to determine who is responsible for any damages or potential cleaning charges by completing a "Responsibility Form." If no agreement is reached or no documentation exists to guide the decision-making process, charges will be divided between all the residents of the area.

COMMUNITY LIVING

L1. FIREARMS / WEAPONS – 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 at University Oaks must be in compliance with local, state and federal laws, and with the rules and regulations of the University. If you are under 21 years of age, you may not consume or possess alcohol. If you are of legal drinking age, alcohol may not be consumed in front of a minor roommate or resident. Large containers or volumes of alcohol, such as kegs, are not allowed on the premises. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. 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. Kegs of any type and other common source alcohol containers are not allowed. Beer bongos, trashcan punch, party balls, alcohol- soaked fruit, and any other items related to excessive alcohol consumption are prohibited. In addition, alcohol drinking games are not permitted.

L3. DRUGS, DRUG PARAPHERNALIA AND ILLEGAL SUBSTANCES – The use, manufacturing, possession and/or distribution of drugs, drug paraphernalia and/or illegal substances is strictly prohibited and may result in possible eviction and referral to Student Conduct and Community Standards and law enforcement agencies.

L4. VERBAL AND/OR PHYSICAL ABUSE – Residents and guests are to treat all neighbors, apartment mates, visitors, University Oaks staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated and can result in a violation or default of your lease

L5. FAILURE TO COMPLY – You must comply with all written and verbal requests and instructions from University Oaks staff and University 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. Quiet hours are set for 11:00 p.m. to 8:00 a.m. daily. Housing staff reserves the right to alter quiet hours as required. High volume sounds from home and car stereos, televisions, musical 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. Please respect the noise levels of the community; if your car stereo and bass can be heard outside your car, it is too loud. Beginning the last day of classes and until the end of finals, 24-hour quiet hours will be in effect to help with the successful completion of exams. You may be charged \$50.00 per bedspace for each noise violation. This may be assessed on all roommates if the complaint is received for the unit.

L7. FIRE SAFETY – The greatest threat to any community is that of a fire. Fire can produce deadly smoke, heat and toxins. Therefore, it is imperative that you make all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed smoke detectors and a fire extinguisher in each unit.

- A. 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) inoperable or fail to keep working batteries installed. Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a fee ranging from \$100.00 to \$500.00.
- B. FIRE EXTINGUISHERS – Fire extinguishers are inspected regularly and recertified by a fire safety company annually. Should it become necessary for you to discharge your fire extinguisher, you must notify the Housing Office, once the danger has passed, so that we can inspect the apartment for damages and replace your fire extinguisher. Should we discover that either your fire extinguisher has been discharged when there was no fire danger or you have had a fire and you did not report the event to the Housing Office, each resident of the apartment will incur a \$250.00 fee for endangering the safety of others.
- C. LIGHTING SOURCES & OPEN FLAMES – you may not use halogen lamps, candles, incense or any open flame in your Apartment. No candle-type products are permitted such as but not limited to any wax and hot plate items, candles with removed wicks, etc. If the power goes out, use flashlights only. Do not store flammable liquids in or around your Apartment.
- D. GENERATING FALSE ALARMS – Activation of the alarm system when no fire emergency exists is a FELONY. Those caught generating a False Alarm will be removed from on-campus housing, prosecuted to the full extent of the law, referral to Student Conduct and Community Standards, and potentially face the loss of student status.
- E. BARBECUE GRILLS - The city fire code prohibits the use of barbecue grills within 10 feet of a residential building, including patios and balconies. A fee of \$50.00 will be charged by University 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. Grilling on your patio or balcony presents a fire safety hazard and is prohibited. University policies also prohibit the use of barbecue grills except in designated locations. All grilling must occur where the community grills are located. After you use the community grills, please put out burning charcoal. After charcoals are no longer hot, dispose of charcoals safely and properly. After you use the community grills, please leave the equipment, grills, and area clean for the next person. Gas grills are not allowed. Personal charcoal grills, gas grills, or the like, are not permitted inside your apartment.

L8. COMMON AREAS - The common areas are for the intended use of University Oaks residents and their accompanied guests. 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, pool area, sports courts, or other common areas. You and your guests are required to follow the posted rules and regulations. Guests should not be left unattended.

L9. SMOKING PROHIBITED – In accordance with University policy, the community is a tobacco-free property. Smoking is prohibited in all areas (inside and outside). Prohibited use of items includes all forms of tobacco, including but not limited to electronic cigarettes, smokeless tobacco and other items as listed in the University policy. You will be assessed a \$100.00 fee each time you are found in violation of this policy, in addition to any cleaning or damage costs associated with smoking in the apartment. Evidence of smoking may include, but is not limited to, ashes, odor, cigarette butts, smoke, and paraphernalia. Students caught smoking may face disciplinary sanctions and referral to Student Conduct and Community Standards.

L10. 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.

L11. 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.

L12. GUESTS - 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. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Overnight guests are allowed a maximum of two nights per week. Guests must be in the presence of the resident at all times. Guests should not be left unattended and should not be given apartment keys or access cards. Excessive amounts of stays by guests may result in suspension of guest privileges. Residents are responsible for the behavior of their guests and that behavior should never infringe on the rights of roommates. Guests staying more than 48 hours without our permission will be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease. Guests under the age of eighteen (18) are not permitted to stay in the room overnight.

L13. 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. If you fail to follow these policies, we may sanction you and/or charge you fee and costs.

- A. Hot plates and open-faced electrical or heating appliances with exposed heating are not allowed.
- 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.
- C. All electrical appliances must display a label indicating that such appliances have been tested by a Nationally Recognized Testing Laboratory such as the Underwriters Laboratory (U.L.) or Intertek ETL Mark acceptable to the state fire marshal and/or other authority having jurisdiction. Residents are responsible for keeping appliances turned off when not in use. Microwave ovens with more than 750 watts are prohibited. 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.

- D. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
- E. All decorations should be temporary in nature to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, or any other method that will not damage painted wall surfaces. No wallpapering or painting is permitted in your Apartment.
- F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads. Damage to these may result in flood damage for which you will be responsible.
- I. Aluminum foil may not be placed in windows as insulation or decoration.

L14. 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.

L15. TRANSFERS - You may move from one apartment to another only if you have our approval. You may be required to pay a transfer fee. If you move to another apartment or bedroom within an apartment without our prior approval, you may be sanctioned and/or have to pay a fee. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action. The following conditions apply:

- 1. No transfer requests are granted before the 10th day of classes.
- 2. All room transfers must be approved by Residence Life staff and will be considered on a space available basis.
- 3. Room transfers will be made only if all pertinent parties have met with the Residence Life Coordinator or designee.
- 4. Once a room transfer has been approved and a new key issued; you have 48 hours to complete the transfer process and surrender keys to the unit that is being vacated.
- 5. Prior to surrendering your keys to the unit being vacated, you will be responsible for cleaning the unit and understand that damage and cleaning charges may be applied upon inspection of the unit

L16. SATELLITE TELEVISION DISHES - You may not install a satellite television dish.

L17. CHRONIC MISBEHAVIOR – If a resident establishes an unacceptable pattern of misconduct or is frequently in found to be in non-compliance with these Community Policies or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.

L18. FULL FAITH & CREDIT - As a student living on campus you are responsible for your conduct and activities including those of your guests, in all campus housing facilities. If you violate State Law, the *Student Code of Conduct*, or the Community Policies of any housing facility, you will be held responsible for the violation in the facility of your residence as if the violation took place in your facility of residence. Violations and sanctions are shared with appropriate campus housing officials, Student Conduct and Community Standards, and UTSA Police Department personnel; disciplinary sanctions up to and including eviction may be imposed and, through the University conduct process, face sanctioning that could include the loss of student status..

L19. IMPLIED CONSENT – All students in a room/area are responsible for behavior/objects in that room or area. In addition, residents 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 implied consent. If a resident is not present, he/she is responsible unless clearly demonstrated that he/she had no knowledge of the violation.

L20. BACTERIAL MENINGITIS - In accordance with Texas HB 4189, UTSA requires all new and transferring students to receive the meningitis vaccine; or sign a waiver indicating their knowledge of the risks of bacterial meningitis and their refusal to be vaccinated. This requirement must be met 10 days prior to a student's move-in date; otherwise, they will not be allowed into on-campus housing or given access to their unit.

A student is not required to comply with the meningitis vaccination requirement if an affidavit or a certificate is presented stating that the vaccination would be injurious to the health and well-being of the student; or stating that the vaccination has been declined for reasons of conscience. To receive a copy of the affidavit form, please visit: <https://webds.dshs.state.tx.us/immco/affidavit.shtm>.

Applicants not attending UTSA must meet the meningitis vaccination requirement as well. Prior to moving in, the applicant must provide documentation to University Oaks which demonstrates the vaccine was administered at least 10 days before the move-in date.

L21. PARKING RULES AND REGULATIONS – Parking at the property or on UTSA campuses is subject to UTSA's Parking and Traffic Rules and Regulations which can be found online at utsa.edu/parking. Any questions relating to parking rules, regulations, or enforcement should be directed to UTSA Campus Services at 210-458-PARK (7275). All resident vehicles, including motorcycles, that you or your guests park on the property or on campus must display a valid UTSA parking permit and be registered with UTSA Campus Services. Once checked in with University Oaks, please log into your MyParking account to purchase the appropriate residential parking permit for the University Oaks community. At the time you purchase your parking permit, you may print out a temporary permit to place on your dashboard while the official permit is mailed. To avoid a citation, only park where allowed by your parking permit.

VISITORS – Visitors' vehicles must display a valid daily scratch-off permit at all times and park where allowed by that permit or pay through the mobile app ParkMobile. Residents may visit a cashier in the Bauerle Road or Ximenes Avenue Garage to purchase daily scratch-off permits for use by their visitors. More information on scratch-off permits and additional visitor parking is available on the parking website: utsa.edu/parking. Guests are not permitted to park in the University Oaks Visitor Parking Spaces as these spaces are reserved for visiting future residents.

MOTORCYCLES – Motorcycles and all other motorized two- or three-wheeled vehicles must be licensed for operation on public roadways and must be registered with UTSA Campus Services. At our discretion, we may not allow you to use these types of vehicles on the property. However, if we do allow the use of these vehicles, the vehicle must be parked in an appropriate parking space and be in compliance with all parking regulations, including display of the required parking permit.

BICYCLES – Bicycles are required to be registered on UTSA campuses. Register your bicycle for free on the UTSA Campus Services website: <https://www.utsa.edu/campuservices/>. Ride bicycles on the streets only. Do not chain or lock bicycles to trees, fences, staircases, or outside your first-floor balcony railing. If you keep a bicycle on the property, you do so at your sole risk of loss or damage. Bicycles stored improperly may be removed and discarded without notice and in accordance with local laws.

L22. OVERFLOW HOUSING - Along with the outstanding growth of UTSA, comes the increased demand for on-campus housing. University Oaks strives to accommodate all students interested in living in our facility, so that no available bedspace is left unoccupied. In order to achieve maximum occupancy,

additional lease contracts are accepted above maximum occupancy in order to accommodate any late cancellations and no-shows.

Overflow housing residents are provided with temporary, off-campus housing accommodations, until they are assigned to an on-campus unit. By accepting overflow housing, the resident agrees to make all scheduled housing payments as outlined in the lease contract, and to accept the first available on-campus assignment offered.

Overflow housing residents are officially **on-campus** residents, and subject to all University rules, regulations, policies and procedures, as well as all on-campus housing policies. Also, an overflow housing resident is subject to all terms and conditions of the lease contract.

L23. 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 AND MAINTENANCE SERVICES

M1. OFFICE HOURS AND SERVICE PROCEDURES - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, call the after hours on-call staff member for assistance at the number posted at the office entrance. Security issues, power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), and water leaks are considered emergencies. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage. Fires and rising water are emergencies for which you should contact UTSA Police at 210-458-4242 or 911.

M2. PAYMENTS THROUGH THE UTSA FISCAL SERVICES OFFICE: if you are making any payment for University Oaks Housing Partnership I, LTD at the UTSA Fiscal Services office, you must present the original (white) copy of the Bursar's receipt. You must, without demand, deliver the Bursar receipt to our office within 48 hours of making payment in accordance with the Lease Contract.

M3. EMAIL: Email is the primary form of communication from University Oaks.

M4. MAINTENANCE MANAGEMENT SYSTEM - We take pride in providing you a well-maintained 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. In the event you ever fail to receive service within forty-eight (48) hours, after submitting a second written request to the General Manager, please email info@clvusa.com or address a letter to Campus Living Villages, to the attention of Vice President of Operations, University Oaks, 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 such as, 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 may be reported by calling the on-duty staff member. Please report water leaks and equipment malfunctions promptly to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.

M5. CARPET CARE - 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. Excessive wear and tear will result in additional charges up to and including replacement.

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. When we must clean your apartment, 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, you must reimburse us for all costs incurred.

C2. TRASH - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put your trash in the trash cans in the courtyards or common areas. If the dumpster closest to your apartment is full, do not leave trash next to dumpster. Deposit trash in another dumpster nearby. We do not provide door-to-door trash pick-up. You will be charged a \$ 50.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters). Dumpsters are intended for the use of disposing of normal apartment trash. Large items, such as furniture, should not be disposed of in University Oaks 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.

- You may not store any apartment-owned furniture or interior furnishings on the patio or balcony for any reason or for any length of time. When indoor furniture is placed outside, the aesthetic standards set by Centennial Court are not met. In addition, the sun and rain will ruin the furniture's upholstery and finish. If the residents of an apartment are found with apartment-owned furniture on their patio or balcony, the apartment will be billed \$50 for every 24-hour period for every piece of furniture left outside. Habitual offenders will also be referred through the student conduct system.
- Only appropriate personal patio furnishings may be used (e.g. folding chairs and small tables) on the patios or balconies as long as it does not pose a tripping hazard, safety concern, or prevent easy access through the area; hammocks are not permitted to be hung from patios and balconies.
- Barbeque grills, propane tanks, portable barbeque grills (e.g. Hibachis), grilling accessories, and combustible materials such as charcoal and charcoal lighter fluid may not be used or stored inside buildings or outside on patios or balconies. Community barbeque areas are available for resident use.
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- You may not display or hang items from the patio/balcony as this can be a fire hazard and an "eye-sore" to the community. This includes strands of lights, wind chimes, drapes, and any other decorations. Holiday decorations may be displayed at designated times as approved by management.

- You and your guests may not engage in or behave in ways that are dangerous to self or others (e.g., jumping from patio/balcony, repelling, and hanging over the edge, climbing up to the balcony, etc.).
- Ground floor patios and balconies are not meant for entrance and exit from the apartment area.
- You may not throw items to and from patios and balconies.
- No alcohol is permitted on the patio/balcony or any public areas at any time.
- You may not store or leave trash on the balcony or patio; you are subject to trash service charges as previously indicated.

AMENITIES

A1. LAUNDRY FACILITIES - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry. Problems with laundry machines should be reported to the laundry equipment provider posted in the laundry room.

A2. CLUBHOUSE USE - We will utilize the community's clubrooms and common facilities (clubhouses, courtyards, volleyball courts, pools, etc.) for a variety of educational, recreational, and social programs. The clubrooms and other common facilities are also available for your use (i.e., study groups, organization meetings, etc.). Residents must clean the facility after use and adhere to all posted policies and hours. For further information on utilization of the University Oaks common spaces, please contact the University Oaks Housing office. Priority will be given to functions sponsored by housing staff.

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. 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.
- 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 6685 UTSA Blvd, San Antonio, TX 78249 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.

A5. SWIMMING POOL – The following rules shall apply to all residents and their guests.

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcoholic beverages may be excluded from the pool area.
13. No diving is permitted.
14. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

UNIVERSITY OAKS

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.

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.

By initialing, Resident acknowledges that Resident unconditionally agree to all obligations within this Community Addendum: