



Lease Summary

Tenant Name: _____

Term of Lease: _____

Floor Plan Selection: A _____ apartment (Floor plan and roommate selection are not guaranteed, although we do our best to accommodate your selection.)

Monthly Recurring Charges:

Monthly Installment: _____

Monthly Waiver Fee: \$13.75 (See below for more details)

Total Monthly Installment: _____

Number of Installments: _____

Total Contract Amount: _____

Additional Information:

Waiver Fee: \$13.75 per month; required; the Waiver Fee waives Tenant's obligation to indemnify Landlord from accidental damages arising from Tenant's accidental acts or omissions as described in Section 8. The Waiver Fee is not renter's insurance and is not designed to replace the renter's insurance policy.

Utilities: Electric (with a usage cap); Gas; Water and Sewer (with a usage cap); Internet; Lawn/Landscaping Care; Pest Control; and Trash Removal are included in your monthly installment.

Pet Fees: \$300.00 nonrefundable Pet Fee and \$25.00 per month Pet Rent per pet (for those who have their pet living in the Leased Premises; Tenant must sign a pet lease prior to having a pet live within the apartment; limit of one pet per Resident)

Due at Lease Signing:

Administrative/Facilities Fee: \$199.00 (nonrefundable fee due at Lease signing)

Prepayment:

Final Installment Due in Advance: \$ _____

Due Date of Prepayment: _____ (Prepayment covers payment for _____ and that month's Waiver Fee. If Lease is signed after Due Date of Final Installment, Final Installment is due at Lease signing.)

RESIDENTIAL LEASE COLLEGE TOWN @ TEXAS STATE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD, THE TENANT, AND THEIR GUARANTOR(S), IF A GUARANTOR IS REQUIRED. THE TENANT AND GUARANTOR SHOULD READ THIS LEASE CAREFULLY. THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHT AS A TENANT. THE TENANT SHOULD NOT SIGN THIS LEASE UNTIL THEY UNDERSTAND ALL OF THE AGREEMENTS OF THIS LEASE.

THIS RESIDENTIAL LEASE is made on _____.

The Landlord hereby agrees to Lease to the Tenant, and the Tenant hereby agrees to Lease from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

**LANDLORD: College Town Communities, LLC
1351 Thorpe Lane
San Marcos, Texas 78666**

LANDLORD PHONE: (512) 601-6178; LANDLORD EMAIL: TexasState@CollegeTownCommunities.com

TENANT: _____

TENANT DOB: _____

TENANT PHONE: _____ TENANT EMAIL: _____

- 1. LEASED PREMISES: The “Leased Premises” are those premises described as: one bedroom and the shared common area in a _____-style apartment located at College Town @ Texas State, 1351 Thorpe Lane, San Marcos, Texas 78666.**

At Landlord's option, Management may not assign a rental space at the time of the execution of this Lease. To the extent practical, in Landlord's sole judgment, Landlord will try to honor requests for a specific unit type, floor plan, location, amenities, or bedroom. However, Tenant expressly understands and agrees that Landlord's failure to assign a rental space at the time of execution of this Lease will not relieve Tenant of their responsibilities under this Lease. Should a bedroom in the floor plan Tenant has selected not be available, a bedroom in a floor plan of equal or lesser value will be assigned, including a floor plan with a lesser number of bedrooms. Floor plans, square footage, and furnishings may vary slightly from those pictured on the College Town Communities website, depending on the unit's location within the building.

Tenant hereby waives all rights to select their roommate(s) with whom they will be living other than to list the roommate preference on the Lease Application. Landlord will notify Tenant of unit and bedroom assignment prior to move-in.

Tenant has a non-exclusive right to use the common areas of the apartment, including the kitchen, living room and balcony. Both Tenant and assigned roommate(s) have equal rights to use the Leased Premises and associated amenities in its common area.

- 2. LEASE TERM: The “Lease Term” of this Residential Lease shall begin on _____ (“Commencement Date”) and shall end on _____ (“Expiration Date”).**

The term of this Residential Lease automatically expires at 12:00 Noon on the Expiration Date. Lease extensions may be granted only with Landlord approval, and all other sections of the Lease will remain unchanged and in full force and effect. Tenant may not reduce the length of a Lease Term. **This Lease does not automatically renew.**

- 3. RENT PER INSTALLMENT: The rental amount for the Leased Premises is \$ _____ per monthly installment to be paid in _____ equal installments. The first installment is due on or before August 1, 2024. The final installment is a prepayment due on _____.**

Rent is due on the first (1st) of the month at the Landlord's address listed above, placed in the rent box at the Leasing Office, if available, or paid directly through the Resident Portal at <https://www.offcampushousingtexasstate.com/resident-portal>. Electronic checks, MasterCard, VISA, Discover, and American Express credit and debit cards are accepted through the

Resident Portal; convenience fees apply. Wire transfers are subject to a \$20.00 bank and processing fee per wire transfer, which should be included in the total amount of the wire transfer.

Checks and money orders should be made payable to "College Town Communities" and dropped off at the Leasing Office or mailed to **College Town Communities, 1351 Thorpe Lane, San Marcos, Texas 78666**. **If Tenant mails the Rent to the Landlord, the date of payment will be the date the letter is received by Landlord.**

Tenant shall not make any payments in "cash" for monies due hereunder. Landlord need not give notice to the Tenant regarding the Tenant's obligation to pay Rent

Rent Installments will not be prorated for partial months. Tenant hereby acknowledges that the Term of this Lease may be less than a full calendar year, and Rent has been allocated into equal Installments and is not based on a daily or calendar month basis. Tenant's obligation to pay Rent does not change if there is a reduction of amenity access or other services performed by Landlord.

For all payments made by Tenant, Landlord reserves the right to apply payments first to unpaid obligations, then to current Rent regardless of notations on checks, money orders, or electronic payments.

- 4. LATE FEES, RETURNED CHECK FEES, AND COLLECTIONS FEES: If Tenant fails to pay rent by the 11:59 PM on the third day of the month in which rent is due, Tenant shall pay a late fee equal to five percent (5%) of the total monthly rental amount in addition to the rental payments set forth herein.** Payments will be considered received based on the time paid through the Resident Portal OR received in hand in the Leasing Office. Tenant acknowledges that the late fees provided for in this paragraph are a reasonable estimate of uncertain damages to Landlord as a result of Tenant's failure to pay rent in a timely fashion and that such actual damages are incapable of precise calculation. All fees and deadlines herein shall be subject to any limits under Prevailing Law.

Tenant agrees to pay a fee of \$35.00 for any payment that is not honored by the bank. Landlord reserves the right to require future Rent payments to be in the form of money order or certified check. At Landlord's option, Landlord can accept a partial payment of Rent, but Landlord does not waive the right to collect and enforce the payment of the remainder.

All fines, Waiver Fees, utility charges, and fees such as returned check charges, etc. are considered "Rent" and must be paid within ten (10) days of notification or with the next month's Installment payment, whichever comes first. Failure to make full payment in a timely manner may result in additional late fees.

Rent is payable for the entire term of the Lease, regardless of whether Tenant vacates the Leased Premises before the Expiration Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents, poor health, or financial aid or roommate issues

- 5. SECURITY DEPOSIT: No Security Deposit is due or will be held for this Residential Lease.** Tenant is responsible for any costs related to damages and cleaning charges assessed after surrender of possession. Any such charges will be sent as an itemized statement to Tenant. Payment by Tenant to Landlord for damage and cleaning charges is due within ten (10) business days of receipt of charges.
- 6. ADMINISTRATIVE/FACILITIES FEE: Upon Tenant's execution of this Lease, Tenant must pay a non-refundable Administrative/Facilities Fee in the amount of \$199.00.** The Administrative/Facilities Fee holds the Leased Premises for Tenant until Tenant takes occupancy of the Leased Premises. Failure to pay the Administrative/Facilities Fee will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this Lease.
- 7. UTILITIES/SERVICES:** Electric (with a cap), Water and Sewer (with a cap), Gas, Internet, Lawn Care and Landscaping, Routine Pest Control, and Trash/Recycling Removal are included in Tenant's monthly installment. Tenant will be charged for water & sewer in excess of \$40.00 per month per unit; electric bills in excess of \$100.00 a month per unit; and refuse charges for bulk item removal, which need to be scheduled with the refuse department. Overages are due and payable with the next installment due. Excess usage will be divided equally between the Tenants leased in the apartment. Tenant's per-person share of any submetered or allocated utilities or services for the Leased Premises will be included as an itemized charge on a billing statement to Tenant. "Per person" is determined by the number of residents authorized to live in the apartment at the time of the utility billing to Tenant by Landlord or Landlord's agent. Any disputes relating to the computation of Tenant's bill or the accuracy of any submetering device will be between Tenant and Landlord.

Management will have the sole discretion to select utility providers, except where it is prohibited by law. These utilities are expected to be within a normal range, and the Tenant is expected to live responsibly and monitor all utility use. Landlord is not liable for any losses or damages Tenant incurs as a result of outages, interruptions, or fluctuations in utilities provided to Tenant's apartment unless such loss or damage was the direct result of gross negligence of Management or its employees.

Landlord makes no representations and hereby disclaims any and all warranties, express or implied, with respect to the utilities, including, but not limited to, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord or its representatives or agents, whether in writing or otherwise, except as otherwise explicitly

included in this agreement, or in written documentation signed by the parties hereunder after the date hereof. Landlord does not warrant or guarantee the protection of Tenant's privacy during operation of utilities, that such utilities will satisfy Tenant's requirements, or that the operation of utilities will be uninterrupted or error free. Tenant acknowledges and agrees that neither Landlord nor its affiliates, agents, employees or representatives will be responsible to Tenant for any non-economic, consequential, incidental, indirect or special damages, including incidental, economic or punitive damages, arising from breach of warranty, breach of contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utilities or the termination of any utilities, whether arising from Tenant's use of (or inability to use) utilities or otherwise, even if Landlord has been advised of the possibility of such damage. Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, employees, affiliates and agents, from any and all losses, claims, damages, expenses, other liabilities and causes of action of every nature, including attorney fees, which arise, directly or indirectly: (1) in connection with the negligent acts, omissions or intentional wrongdoing of Tenant, (2) violation by Tenant of any and all laws, ordinances, regulations and rules in connection with the utilities, (3) illegal or inappropriate use of the utilities. Any damage or loss to any utility devices during Tenant's occupancy will be charged to Tenant at the replacement cost. It is the Tenant's responsibility to contact Management immediately about any strange noises or smells associated with plumbing, heating, or electrical systems.

Landlord reserves the right to turn off temporarily any utility or other services to the Leased Premises in order to make repairs or perform maintenance.

8. WAIVER PROGRAM/RENTER'S INSURANCE: Tenant(s) will be automatically enrolled in the Waiver Program and, subject to the terms of this Lease, the Waiver Program may provide coverage for Tenant(s)' personal possessions and personal liability as well as coverage for damage to the leased premises. Tenant(s) is not guaranteed coverage under the Waiver Program. It is recommended that Tenant(s) consult an insurance professional and obtain renter's insurance, which may provide coverage for claims that are not covered by the Waiver Program. Some important points of this coverage which Tenant(s) should understand are:

- a) Landlord is the Insured under the Waiver Program. This is single interest insurance. Tenant(s) is not an Insured, Additional Insured, or Beneficiary under the Waiver Program. All loss payments are made to Landlord.
- b) Waiver Program coverage is NOT personal liability insurance or renter's insurance. The Waiver Program provides a \$100,000 policy (per claim, not per individual Tenant(s)) which provides up to \$25,000 contents coverage (per claim, not per individual Tenant(s) for Tenant(s)' personal possessions that may have been lost or damaged in that claim. The Waiver Program is limited to those amounts, so if Tenant(s) would like more protection, they should obtain personal liability insurance or renter's insurance to protect their interests.
- c) Except as set forth in this Lease, the Waiver Program waives Tenant(s)' obligation to indemnify Landlord for damages arising from fire, smoke, explosion, water discharge, or sewer back-up caused by Tenant(s)'s accidental acts or omissions as further described in the Agreement up to \$100,000 per occurrence.
- d) **THE WAIVER PROGRAM ONLY WAIVES TENANT(S)'S LIABILITY TO LANDLORD AND DOES NOT WAIVE TENANT(S)' LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO DAMAGES CAUSED BY TENANT(S)' ACCIDENTAL ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY TENANT(S)' DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THE WAIVER PROGRAM ONLY APPLIES UP TO \$100,000 PER OCCURRENCE, INCLUDING UP TO \$25,000 IN CONTENTS; ANY AMOUNT IN EXCESS OF \$100,000 REMAINS SUBJECT TO THE TERMS OF THIS LEASE AND THE AGREEMENT.**
- e) Tenant(s) is not accepting, enrolling, or purchasing an insurance policy nor is Tenant(s) being listed as a named insured under any Landlord policy. The Waiver Program is not a Tenant(s)'s renter's insurance policy nor is it intended to replace a personal Tenant(s)'s property or liability insurance policy. Tenant(s) should consult an insurance professional to evaluate and determine personal insurance needs.
- f) If Tenant(s) has a renter's insurance policy, the renter's insurance policy will be primary coverage with respect to the Waiver Program. As an "interested party" under the renter's insurance policy, Landlord retains all rights under the renter's insurance policy in the event of a covered cause of loss.
- g) Each Tenant(s) is required to sign and be bound by the terms of this Lease, whether Tenant(s) has signed an individual lease or a joint and several lease.
- h) The total cost to Tenant(s) for Landlord obtaining the Waiver Program shall be thirteen dollars and seventy-five cents (\$13.75) per month and shall not be pro-rated for any partial month. The monthly Waiver Program charge will be posted on the first of each month of the Lease Term and shall be considered "Rent." As such, the monthly Waiver Program charge is subject to late fees if not paid by the ____ of the month.
- i) In the event that loss or damage to Landlord's property exceeds the amount recovered from the Waiver Program, Tenant(s) shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, Tenant(s) shall remain liable to such other party.

9. TEXT MESSAGE AND PHOTO/VIDEO RELEASE AGREEMENT: In order to facilitate clear and timely communication, Landlord may send text messages (SMS and/or iMessages) regarding mail and packages, parking, lease violations, and other important information that directly affects the Tenant. By signing this agreement, Tenant authorizes Landlord to send said text messages.

Tenant grants to Landlord permission to use for marketing purposes any photograph or video taken of Tenant while Tenant is using the apartment community's common areas or participating in any Landlord-sponsored event.

10. LANDLORD'S RIGHT TO ENTER: Except in case of an emergency which threatens life or property or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property, or a violation of this Agreement, the Landlord may enter the apartment 24 hours after written, email, or text notice only during reasonable hours after knocking, and only for the purpose of inspecting the premises, making necessary, requested, or agreed repairs or improvements, supplying necessary or agreed services, or exhibiting the property to prospective tenants, buyers, insurance agents, or lenders. Whenever the Tenant requests the Landlord to make repairs, consent is deemed to have been given to the Landlord to enter without 24 hours' notice to make the requested or needed repairs, only after knocking, and at reasonable hours. Landlord may confiscate any item deemed to cause a danger, and is under no obligation to pay compensation for or to return such items.

11. UNIT INSPECTIONS: It is the responsibility of Tenant to conduct a thorough walkthrough of the Leased Premises at move-in (when possession of the Leased Premises is obtained) and to note on the Move-in Review provided by Landlord any imperfection, damage, or maintenance issues. The Move-In Review must be submitted in person to Landlord within 48 hours of obtaining possession of the Leased Premises. Photographs accompanying the Move-In Review must be clearly marked and labeled paper copies. Emailed files indicating flaws/damage are not permitted. Failure of Tenant to provide the Move-In Review will indicate that Tenant has accepted the Leased Premises in its current condition and that the Leased Premises is in good, habitable, and acceptable condition as of the commencement date of occupancy.

Periodic inspections throughout the year may be conducted to assess the condition of Tenant's Leased Premises. Damage to Tenant's bedroom and its furnishings are Tenant's sole responsibility; damage to the common areas and its furnishings and appliances are the joint and several responsibility of all Tenants of the Leased Premises. If Tenant is not proactive in contacting Management about known damage for any reason, Tenant can be associated with charges relating to that damage.

12. MOVE-OUT PROCEDURES: Possession of the Leased Premises is deemed to be delivered to Landlord when the move-out date has passed and no one is living in the Leased Premises. Upon move-out, Tenant must:

- a) Ensure that all unpaid items are paid in full;
- b) Immediately vacate the dwelling at the time of said expiration or termination;
- c) Ensure that the Leased Premises, including all appliances, fixtures, and furnishings, is cleaned to the satisfaction of Landlord or Landlord's Agent;
- d) Ensure that all debris, rubbish, and garbage have been removed and placed in appropriate outdoor receptacles;
- e) Return all keys and access devices, and where applicable, gate clickers/gate tags, parking passes, and bus passes;
- f) Provide to Landlord or Landlord's Agent, in writing, a current and legible forwarding address;
- g) Ascertain that Tenant is not in default or breach of this Lease.

If Tenant occupies the Leased Premises beyond the ending date of the Lease agreement, a charge of \$150.00 per day, or the maximum amount allowed by Prevailing Law, will be levied against the Tenant for each day beyond the Expiration Date.

When all of these conditions have been met to the satisfaction of the Landlord or Landlord's Agent, Landlord or Landlord's Agent will inspect the Leased Premises. Should there be an outstanding balance remaining after surrender of possession, any costs for cleaning and/or labor and materials for repairs beyond normal wear and tear along with outstanding late charges, fines, utility fees, and/or delinquent/additional Rent will be sent as an invoice to the Tenant at the forwarding address provided by Tenant. If Tenant has agreed in writing at move-in that all financial correspondence be conducted electronically, Landlord or Landlord's Agent will email to the address on file notice of the Landlord's intention to collect unpaid charges. Payment for cleaning, repair, and other outstanding charges is due from Tenant to Landlord within ten (10) days of receipt of invoice.

Surrender of possession ends Tenant's right of possession for all purposes and gives Landlord the right to clean up, make repairs in, and relet the Leased Premises; determine any security deposit deductions and/or damage, cleaning, and replacement charges due; and remove property left in the Leased Premises. Landlord has the right to remove or store all property that in Landlord's sole judgement belongs to Tenant. Landlord is not liable for casualty, loss, damage, or theft of any property left behind by Tenant after surrender of possession. Tenant must pay to Landlord reasonable charges for packing, removing, and storing any property. Tenant's property will be returned only by paying all sums owed by Tenant, including rent, late fees, storage charges, damages, etc.

If Tenant fully complies with all terms of the Lease, and Tenant's account reflects an overpayment beyond the Lease End Date, Landlord will refund the overpayment, minus any cleaning, damage, and replacement charges determined during the move-out inspection, to the forwarding address provided within 30 days after the date Tenant delivers possession of the Leased Premises to Landlord. If a refund check needs to be reissued due to an incorrect forwarding address provided by Tenant, loss or misplacement of check, or some other act of negligence on the part of the Tenant, a \$50.00 administrative fee and a \$30.00 stop payment fee will apply.

13. FAILURE TO TAKE POSSESSION: If Tenant fails to take possession of the Leased Premises, Tenant will forfeit any monies paid and will remain responsible for the entire amount of this Lease until a qualified replacement tenant is found. If a fully qualified replacement is found prior to the Lease start date and that replacement and their guarantor have passed screening, have a fully executed Lease, and have made all required payments due at move-in, Tenant will be charged an Early

Termination Fee (and not as a penalty) equivalent to two monthly rent installments and the Administrative/Facilities Fee (if not already paid) as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). The Early Termination Fee is due within ten (10) days of receipt of the notice to pay. The Lease will be officially terminated once the Early Termination Fee is paid in full. Should Tenant fail to pay the Early Termination fee within the required timeframe, Landlord may at any time and without notice pursue legal action to collect the balance due from Tenant.

14. ABANDONMENT OF LEASED PREMISES DURING THE LEASE TERM: Landlord is under no obligation to locate a replacement tenant, and the burden rests on Tenant to pursue such request. Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If Landlord or Landlord's Agent re-lets the Leased Premises but is unable to re-let the Leased Premises for as much rent as would have been paid by Tenant during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to the Landlord for the difference.

- a) **If Tenant Finds a Replacement:** If Tenant abandons or vacates the Leased Premises for any reason during the Lease Term but finds a fully qualified replacement and that replacement and their guarantor have passed screening, have a fully executed lease, and have made all required payments due at move-in, Tenant will be charged an Early Termination Fee (and not as a penalty) equivalent to one Rent Installment payment, per their current Lease rate as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). An inspection will be completed as soon as it becomes apparent that the Leased Premises have been vacated. Any damages to the Leased Premises that are the result of gross negligence will also be charged to the Tenant, and Tenant will be notified of the claim to impose such charges in accordance with Section 5 of the Lease. The Early Termination Fee and any associated damage charges is due within ten (10) days of receipt of the notice to pay. The Lease will be officially terminated once the Early Termination Fee is paid in full. Should Tenant fail to pay the Early Termination fee within the required timeframe, Landlord may at any time and without notice pursue legal action to collect the balance due from Tenant.

In the event that Tenant finds a Replacement Tenant, Landlord will not transfer payments made to College Town Communities from the Tenant to that of the Replacement Tenant.

- b) **If Landlord Finds a Replacement:** If Tenant abandons or vacates the Leased Premises for any reason during the Lease Term and fails to find a fully qualified replacement but Management succeeds in finding said replacement, Tenant will be charged an Early Termination Fee (and not as a penalty) equivalent to two Rent Installment payments, per their current Lease rate as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). An inspection will be completed as soon as it becomes apparent that the Leased Premises have been vacated. Any damages to the Leased Premises that are the result of gross negligence will also be charged to the Tenant, and Tenant will be notified of the claim to impose such charges in accordance with Section 5 of the Lease. The Early Termination Fee and any associated damage charges is due within ten (10) days of receipt of the notice to pay. The Lease will be officially terminated once the Early Termination Fee is paid in full. Should Tenant fail to pay the Early Termination fee within the required timeframe, Landlord may at any time and without notice pursue legal action to collect the balance due from Tenant.

If a current Tenant(s) intentionally and/or maliciously interferes with the placement of another occupant in their unit and/or ignores Landlord or Landlord's Agent's request to perform, Tenant(s) will be financially responsible for all Rental monies associated with this interference.

15. DEFAULT, ACCELERATION, AND EVICTION: Tenant is considered to be in default of this Residential Lease if:

- a) Tenant fails to pay rent or other amounts owed in a timely manner;
- b) Tenant or any guest of Tenant violates this Lease or its addenda or local, state, or federal fire, safety, health, or criminal laws, regardless of whether or where Tenant is arrested or a conviction occurs;
- c) Tenant abandons the Leased Premises;
- d) Tenant provides incorrect or false answers in the rental application;
- e) Tenant is found to have any illegal drugs or paraphernalia in the Leased Premises;
- f) Tenant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government;
- g) Tenant allows a co-resident who has been evicted to stay in the Leased Premises.

If there is a default by another tenant living in the apartment, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

In the event of a default by Tenant under this Lease, Landlord or Landlord's Agent may declare, at Landlord's discretion and without notice or demand, the entire balance of all Rent and all other sums, including any fees herein agreed to be paid by Tenant during the Lease Term, to be due and payable at once, the same as if such payments were due in advance upon the commencement of the Lease Term.

If you default on your Residential Lease as defined above or fail to surrender possession of the Leased Premises at the Lease Expiration Date, Landlord reserves the right to end Tenant's occupancy by giving Tenant at least 24-hour written notice to vacate. Notice may be given by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery by Landlord or Landlord's agent to Tenant; (4) personal delivery to the bedroom or apartment to Tenant; (5) affixing the notice to the inside of the Leased Premise's main entry door as allowed by Prevailing Law. Notice by mail under (1) or (2) will be considered delivered on the earlier day of actual delivery or three (3) days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of Tenant's right of possession of the Leased Premises does not release Tenant from liability from past, current, or future rent or other Lease obligations. After Landlord gives notice to vacate or files for eviction with the local courts, Landlord may still accept rent or other sums due; the filing or acceptance does not waive or diminish Landlord's right of eviction or any other contractual or statutory right. Acceptance of payment from Tenant by Landlord does not waive Landlord's right to damages, to past, current, or future rent or other sums, or to the continuation of eviction proceedings. If Tenant is evicted, Tenant must leave the Leased Premises and cannot live in the common area, another bedroom, or anywhere else in the apartment. **In an eviction, rent is owed for the full term of the lease and will not be prorated.**

16. **MILITARY PERSONNEL CLAUSE:** Tenant's ability to terminate this Lease due to military service shall be governed by the Servicemembers Civil Relief Act (SCRA) and any other obligations under Prevailing Law. Tenant may terminate this Lease if Tenant is a member of the U.S. Armed Forces or Reserves on active duty or is 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 and Tenant receives orders for permanent change-of-station, receives orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or is relieved or released from active duty. This Lease will not be terminated until after Tenant delivers to Landlord or Landlord's Agent Tenant's written termination notice along with a copy of Tenant's military orders, permanent change-of-station orders, call-up orders or deployment orders, at which time this Lease will be terminated on the date Landlord is required to terminate under the SCRA. Permission for military base housing does not constitute a permanent change-of-station order.
17. **TRANSFERS AND RELOCATIONS:** Tenant agrees that due to the unique logistical constraints and challenges of student housing, there may be an occasional need for Tenants to transfer from one bedroom or unit to another. Should such transfers be deemed necessary, the following terms will apply:

ON-SITE BEDROOM OR UNIT TRANSFERS REQUESTED BY TENANT: During the Lease term, any Tenant who wishes to transfer to a different bedroom or unit from the one originally assigned by Management must get written approval from the Landlord or Landlord's Agent prior to the move. Upon Landlord or Landlord's Agent's approval of the transfer and the signing of a Transfer Addendum by Tenant and Landlord or Landlord's Agent, a transfer fee of \$250.00 will be charged to the Tenant being transferred. For any transfer requested by Tenant and approved by Landlord, Tenant shall be responsible for all moving expenses and payment of any applicable transfer fees then charged by Landlord. Any deliberate, unapproved Tenant transfers will be subject to a transfer fee of \$500.00 per Tenant.

ON-SITE TRANSFERS REQUESTED BY LANDLORD OR LANDLORD'S AGENT: Landlord or Landlord's Agent reserves the right, upon five (5) days' advance written notice, when possible, to relocate Tenant to another bedroom or unit within «property_name» of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. To the extent such relocation is initiated by Landlord or Landlord's Agent and is not a result of damage to the Dwelling, Landlord shall offer reasonable assistance to Tenant in moving Tenant's personal property to the new Leased Premises, although Tenant understands that the form or manner of such assistance shall be at Landlord's sole discretion. Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any separate expenses incurred by Tenant in relocating to another unit. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease. In the event of any relocation, whether initiated by Tenant or Landlord, this Lease shall be automatically amended to designate the "Leased Premises" as the new Leased Premises.

18. **SMOKING: ALL College Town Communities' buildings are NON-SMOKING environments, which includes smoking of ANY kind – cigarettes, hookah pipes, incense, e-cigarettes, vaporizers, etc. If Management detects a smoke odor of any kind or witnesses smoking-related activities in the common area of the Leased Premises, each Tenant in the apartment/unit will be fined \$100.00. If Management detects a smoke odor of any kind or witnesses smoking-related activities in a Tenant's bedroom area, Tenant will be fined \$100.00. The fine may be repeated for future occurrences.**
19. **OCCUPANTS:** Unless Tenant has leased the entire unit or apartment, Management reserves the right to place other occupants within the unit based on bedroom count. Landlord makes no representation or warranties as to the compatibility, identity, background, or conduct of any roommates placed in the Leased Premises. Any disputes that arise are the responsibility of Tenant and assigned occupants to resolve directly in a reasonable manner consistent with the terms of this Lease. Conflict between tenants does not constitute grounds for Tenant to terminate this Lease. In no event is Landlord or Landlord's Agent

liable for any damages, whether direct or indirect, arising out of, or relating to the conduct of any of Tenant's roommates or guests.

The common areas of the Leased Premises, including but not limited to, the kitchen, living room, and balcony, where included, constitute a neutral area, and must remain available for equal use by all roommates assigned to the Leased Premises. Tenant's use of the common area shall not infringe upon the right to equal use by their roommate(s) in any way, including but not limited to: storage of personal items in the common area, guest(s) visiting or staying overnight, and/or violating the terms of quiet enjoyment within the Leased Premises.

The authorized occupants may only use the Leased Premises for residential purposes and may not use the Leased Premises for commercial or business purposes, including providing child-care services, except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises or community amenity spaces for business purposes.

Tenants of multi-bedroom units which are not fully occupied are not to utilize in any way the other bedrooms or private baths. Use of unoccupied spaces not paid by Tenant will result in additional rent and administrative charges in the amount of \$150.00 per day, or the maximum amount allowed by Prevailing Law, plus cleaning/damage charges to return the unit to its original condition.

20. GUESTS: A "guest" is defined as any person allowed entry to the Leased Premises but who is not contractually assigned to the specific Leased Premises they are visiting. Guests are permitted with the following restrictions:

- a) Guests must be accompanied by the Tenant at all times inside the Leased Premises, including the common areas;
- b) The guest's presence may not interfere with the rights of a roommate(s);
- c) Overnight stays for one guest are limited to three (3) days at a time or no more than six (6) days in any consecutive thirty (30) day period. An "overnight stay" is defined as any stay within the hours of 11:00pm and 8:00am;
- d) Guests are not to congregate outside the Leased Premises in hallways and stairwells;
- e) The Tenant is responsible for the actions of their guest(s) in the Leased Premises at all times;
- f) NO parents, older family members, or individuals younger than eighteen (18) years of age can stay overnight in the Leased Premises at any time;
- g) The Leased Premises may NOT be used by anyone not listed on the Lease Agreement;
- h) Tenant is forbidden from leaving entrance doors unlocked/propped open to allow entrance by guests or roommates who may have lost/misplaced their keys.

It is the obligation of all tenants within the Leased Premises to make Management aware of anyone in violation of this guest policy. Landlord may exclude from the Leased Premises and the apartment community itself (including amenity spaces) any guests or others, who in Landlord's judgment, have violated the law, this Residential Lease, its Addenda and associated Resident Handbook and/or have disturbed other Tenants, neighbors, visitors, or the staff of this apartment community. Landlord may also request valid photo identification of all persons while at the apartment community and if requested identification is not provided, Landlord reserves the right to exclude such person from any part of the community.

If Landlord or Landlord's Agent determines that an unauthorized guest is in the unit, if keys, key fobs, or access codes are in possession of anyone other than the Tenant, or if guest is found to be in the unit without the Tenant, Landlord or Landlord's Agent will consider this a direct violation of the Lease Agreement, and fines may be assessed.

Should Management determine that unauthorized guests have been living in the Leased Premises, a fine of \$150.00 per day not to exceed an amount equivalent to one month's rent or the maximum amount allowed by Prevailing Law may be assessed to all occupants of the unit, and the unauthorized guest will be given 24 hours to move out.

21. REPAIRS: Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by or required as a result of any acts or neglect of Tenant, occupants, invitees, or guests. Landlord or Landlord's Agent will make all repairs and add the expenses to the Rent. Any requests for repairs must be made through submission of a Work Order through the Resident Portal.

Unless damage or wastewater stoppage is due to Landlord's negligence, Landlord is not liable for, and Tenant must pay for, repairs, replacements, and damage of the following kind if occurring during the term of this Residential Lease: damage to doors, windows, or screens; damage from windows or doors left open; and damage from wastewater stoppages caused by improper objects in the lines exclusively serving the Leased Premises.

22. PARTIAL OR TOTAL DESTRUCTION OF LEASED PREMISES: If the Leased Premises are partially damaged or completely destroyed by a *force majeure* or act of God, such as hurricane, flood, tornado, earthquake, epidemic, war, acts of terrorism or sabotage, or other occurrence beyond Landlord's control or one that is not caused by the Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord or Landlord's Agent may elect to: (1) repair or rebuild the Leased Premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage. Landlord or Landlord's Agent is not responsible for providing housing during the period of untenability. Landlord is not liable to Tenant for any personal injury or damage or loss of personal property from any *force majeure*, e.g., fire, rain, flood, hail, ice, snow, lightning, wind, or other

destructive and/or unforeseen circumstance, e.g., water leaks, minor fire, theft, vandalism, or surges or interruptions in utilities, except to the extent that such injury or damage was the direct result of gross negligence of Management or its employees. Tenant's exposure to or contracting of a Virus does not excuse Tenant from fulfilling the obligation to this Lease.

- 23. ALTERATIONS:** Tenant must not alter or install any appliances, paneling, flooring, partitions, or railings, or make any other alterations. Tenant may not paint. Tenant must not alter the plumbing, ventilation, air conditioning, heating, or electric systems, or any other part of the building whatsoever. Tenant may not install a bidet attachment or bidet toilet seat. Tenant may not remove any doors, including but not limited to, closet doors. Any alterations made will be fully chargeable to the Tenant, and will be required to be brought back to original condition at Tenant's sole expense.

Tenant must use only thumb tacks or push pins to hang posters and only picture frame hangers to hang pictures. **TENANT MAY NOT USE ANY LARGE OR LONG NAILS OR SCREWS.** There are many mechanical utilities in the walls that should not be damaged. **Tenant may not use sticky adhesives including adhesive hooks (such as Command strips) to hang anything on walls or doors. Wall decals/light strips of any kind are also prohibited as they cause significant damage to wall surfaces upon removal.**

- 24. FURNITURE:** Under NO circumstances may any furniture, appliances, or fixtures provided by College Town Communities leave the Leased Premises, even for a short period of time. **All furniture, appliances, and fixtures MUST remain in place inside Tenant's Leased Premises. Within the Leased Premises, the Landlord-provided television, television stand and accompanying equipment shall not be moved. If Tenant's Leased Premises is furnished, no personal furniture can be moved into the unit without written approval by Landlord or Landlord's Agent.**

If Leased Premises includes a balcony and/or patio space, only outdoor furniture is permitted on the balcony and/or patio space, and only with Landlord or Landlord's Agent's approval. **Any Landlord-provided indoor furniture cannot be placed outside on a patio, balcony area, parking lot, or grassy area.**

- 25. MAINTENANCE OF THE LEASED PREMISES:** Tenant shall, at Tenant's expense, maintain the Leased Premises in a clean and sanitary condition at all times. If during the periodic inspections, or at any other time, the Landlord or Landlord's Agent feels it necessary for the Leased Premises to be cleaned because of continued neglect, the Landlord or Landlord's Agent may, at the Tenant's expense, schedule a professional cleaning crew to clean the Leased Premises. Tenant is responsible for the condition of the Leased Premises and ensuring that how the Leased Premises is used does not affect the condition of the Leased Premises and/or any surrounding units in the building (i.e., smells or odors from cooking or loud noises from music, TVs, games, etc.).

Each Tenant sharing the Leased Premises is jointly and severally responsible for all Lease obligations relating to any shared areas and utilities. Tenants will be jointly responsible for damage to the Leased Premises that Landlord determines were not caused (at Landlord's discretion) by a specific Tenant or Tenant's guest.

Landlord is not liable to Tenant for any personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption in utilities, except to the extent that such injury, damage, or loss is caused by Landlord's gross negligence. Landlord has no duty to remove ice, sleet, or snow, but may do so in whole or part, with or without notice to Tenant.

Tenant agrees to promptly notify Landlord in writing of water leaks or excessive moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, damaged or "chirping" smoke alarms, and any other conditions that pose a hazard to property, health, or safety. Unless Landlord instructs otherwise, Tenant is required to keep the Leased Premises cooled or heated according to Landlord's policies.

In the event that one or more current tenants in a unit choose to renew their lease and stay for an additional lease term(s), that Tenant(s) agrees to assist Landlord or Landlord's Agent in preparing that unit for new tenants. Tenant will be provided with requirements which will include, but may not be limited to, clearing all common areas (kitchens, bathrooms, living rooms, laundry rooms, etc.) of personal and/or excessive debris, cooking equipment, toiletries, posters, etc. Further, renewing Tenants that live in a unit year-round will keep the unit in an unquestionably clean and sanitary condition so that incoming tenants coming into an occupied unit experience the same quality product as an incoming tenant moving into an empty unit. If renewing Tenant fails to perform these tasks in an acceptable manner, Management will employ a professional cleaning crew to clean the Leased Premises at Tenant's expense.

College Town Communities contracts annually to employ a professional third-party pest control company. Per that contract, all Leased Premises are serviced and monitored several times a year to preserve a pest free environment. Landlord will assume responsibility for pests within the first fourteen days of the Lease Term. Within these first fourteen days, Tenant must notify Landlord or Landlord's Agent in writing if Tenant believes there are any pests in the Premises at that time. Failure to notify the Landlord or Landlord's Agent of any pest infestation within the first fourteen days constitutes an acknowledgement by Tenant that the Premises are pest free at the time of occupancy. After such time, it is deemed that the Tenant's living conditions were the cause of any such infestation.

Tenant agrees to prevent and control possible infestation by adhering to the following list of responsibilities. ALL furniture, mattresses and personal property MUST be pest-free at move-in. If Tenant stays in a hotel, public facility or other residence

prior to move-in OR at any time during Tenant's occupancy of Leased Premises, Tenant agrees to inspect clothing, luggage, shoes, etc. to ensure that Tenant's possessions have not been infested by "hitchhiking pests." Tenant shall report any pest infestation problems immediately to Management.

Tenant shall cooperate with pest control efforts. If Tenant's Leased Premises or a neighbor's Leased Premises shows signs of pest activity, a pest management professional may be called to eradicate the problem. Tenant's Leased Premises must be properly prepared for treatment, including but not limited to allowing any inspector right of entry, moving personal property to allow access to all areas of the Leased Premises, and laundering or otherwise caring for personal property in the Premises before, during, and after treatment of the Premises. Tenant must comply with all recommendations and requests from the pest management specialist prior to treatment. Tenant agrees to reimburse Landlord for expenses including but not limited to pest management fees and attorney fees that Landlord may incur as a result of pest infestation in the Leased Premises that occur after the first fourteen days of occupancy. Tenant agrees to hold Landlord harmless from any actions, claims, losses, damages, and expenses that may occur as a result of such a pest infestation. It is acknowledged that Landlord shall not be responsible for any loss of personal property to Tenant as a result of an infestation of pests. It is required that Tenant purchase Renter's Insurance to cover such losses, should they occur.

- 26. SMOKE ALARMS AND FIRE PREVENTION SYSTEMS:** Safety and security of Tenant is of the utmost importance to Landlord. **There will be a \$500.00 fine per incident for any tampering with a smoke detector (i.e., removing batteries, removing device, covering the device with plastic, etc.), unnecessarily discharging a fire extinguisher, pulling emergency fire alarms in non-emergency situations, pushing the emergency call button in an elevator in non-emergency situations, and/or tampering with any sprinkler head. The person found in violation of these acts or anyone found to be an accessory to said act, including the Tenant(s) who provided access to the perpetrator if the perpetrator is not a tenant of College Town Communities, will be held fully responsible.**

After moving in, Tenant is responsible for keeping the smoke detector in working order. Tenant agrees that it is Tenant's duty to test the smoke detectors on a monthly basis. Tenant further agrees to notify the Landlord or Landlord's Agent immediately through a Work Order of any problem, defect, malfunction, or failure of the smoke detector(s) and to notify the Landlord or Landlord's Agent through said Work Order of the need to install, inspect, or repair the smoke detector(s). Upon receipt of Work Order, Landlord or Landlord's Agent agrees to repair the smoke detector within seven days, assuming availability of labor and materials. Landlord can require Tenant to pay in advance all costs relating to the replacement or repair of a security device, if due to Tenant misuse or damage.

Tenant may not remove, disconnect, or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If Tenant does not comply with this requirement, Tenant may be subject to damages, civil penalties, and attorney's fees under Prevailing Law.

Tenant must follow all fire safety guidelines outlined in this Lease. If said guidelines are not followed and false fire alarms are reported within our system for any one Leased Premises, Tenant will be fined \$200.00 per false alarm, whether it is triggered by smoking, unattended cooking, cooking in a dirty oven or cooktop, or any other prohibited and/or dangerous practice. If there are multiple false alarms, the cause of which is determined to be dirty burner pans and/or cooking surfaces, Management will employ a professional cleaning crew to clean the stove at the Tenant(s)'s expense. Any fines assessed by local or municipal emergency services, such as fire and police departments, will be passed on to the responsible Tenant.

- 27. SECURITY SYSTEMS, DEVICES, OR MEASURES:** Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that Landlord provides at no cost to Tenant when occupancy begins: (A) a window latch on each window; (B) a door viewer or peephole on each exterior door of the Leased Premises; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device/deadbolt on each exterior door of the Leased Premises; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior Tenant moves out. The rekeying will be done either before Tenant moves into the Leased Premises or within seven (7) days after move-in, as required by Prevailing Law. If Landlord fails to install or rekey security devices as required by law, Tenant has the right to do so and deduct the reasonable cost from the next rent payment under Texas Property Code sec. 92.165(1). Landlord may deactivate or not install keyless bolting devices on your doors if (A) Tenant or an occupant in the Leased Premises is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

Tenant acknowledges that Landlord or Landlord's Agent makes no representations, either written or oral, concerning the safety of the Neighborhood in which the Leased Premises is located or the effectiveness or operability of any security devices or measures in the Neighborhood. Landlord or Landlord's Agent neither warrants nor guarantees the safety or security of Tenant or Tenant's guests or invitees against any criminal or wrongful acts of third parties including but not limited to theft, burglary, assault, vandalism, or other crimes.

Tenant acknowledges that Landlord or Landlord's agents are not equipped or trained to provide personal security to Tenant or Tenant's guests. Tenant also acknowledges that Landlord is not required to provide private security services and that no security devices, services, or measures within the apartment community are fail-safe. Tenant acknowledges that even if an alarm is provided, it is a mechanical device that requires proper operation by Tenant, including coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to the Tenant, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

Landlord does not warrant security of any kind. Tenant agrees to not rely upon any security measures taken by Landlord or Landlord's Agent for personal security and that Tenant will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency numbers if an emergency occurs.

No additional personal security devices may be installed in or around Leased Premises without Landlord's or Landlord's Agent's permission. This includes the use of personal security or pet cameras in the common areas of the Leased Premises.

- 28. ASSIGNMENT/SUBLETTING RESTRICTIONS:** Tenant may not assign this agreement, allow temporary residency of the Leased Premises, or sublet the Leased Premises. Any assignment, sublease, or other purported license to use the Leased Premises by Tenant shall be void and shall (at Landlord or Landlord's Agent's option) terminate this Lease, and the maximum fine permitted by Prevailing Law will be assessed.

Tenant is specifically forbidden from sharing or renting out the Leased Premises through any short-term rental services such as Airbnb, VRBO, etc.

- 29. ANIMALS/PETS: With strict and binding limitations, animals/pets are allowed within the Leased Premises. Tenant agrees that signing this Residential Lease does NOT constitute an agreement to keep an animal/pet in the Leased Premises.**

If Tenant chooses to keep an animal/pet in the Leased Premises, Tenant MUST sign an "Addendum for Owning a Pet in Leased Premises" and have it approved and countersigned by Landlord. Per the Addendum, all necessary paperwork must be submitted and signed, including proof of vaccination/shots and registration of the pet, and a \$300.00 nonrefundable Pet Fee per animal must be paid before any animal/pet may reside in the Leased Premises. Pet rent in the amount of \$25.00 per month is due on the first of each month throughout the term of the animal's occupancy in the Leased Premises.

If Tenant already has a Pet Agreement in place from the current Lease and the pet will remain in the Leased Premises for this Renewal Lease, Landlord will roll over the currently-held Pet Fee to this Renewal Lease pending the results of an inspection of the Leased Premises. Should cleaning or damage charges be assessed as a result of that inspection, Tenant agrees to restore the amount of the Pet Fee to the original amount of \$300.00 per pet.

All roommates must agree in writing that an animal/pet is allowed in the Leased Premises. If any roommate disagrees, the request to own an animal/pet will be denied. A maximum of two animals/pets per apartment dwelling/house is allowed.

Any Tenant found housing an animal/pet in the Leased Premises without a signed and Landlord-approved "Addendum for Owning a Pet in Leased Premises" will be **fined a rate of \$50.00 per day**. This includes animals that are said to be "visiting." Fines will continue until the animal/pet has been removed from the Premises OR has a signed and Landlord-approved "Addendum for Owning a Pet in Leased Premises." Tenant is responsible for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

Landlord reserves the right to remove an unauthorized animal/pet by leaving in a conspicuous place in the Leased Premises a written notice of Landlord's intent to remove the animal/pet within 24 hours of receipt of written notice. Landlord may keep or kennel the animal or turn it over to a humane society, local authority, or rescue organization. Landlord will not be liable for any loss, harm, sickness, or death of the animal during kenneling unless due to Landlord's negligence. Tenant is responsible for paying for the animal's reasonable care and kenneling charges. If Landlord consents to Tenant's request to keep the animal within the Leased Premises and completes the "Addendum for Owning a Pet in Leased Premises" and any other required paperwork and pays the required animal fees, Landlord will return the animal to Tenant.

Emotional Support Animals: Landlord will consider a reasonable accommodation regarding all Emotional Support Animal (hereinafter "ESA") requests that follow these guidelines:

Tenant must produce documentation of the disability and disability-related need for the animal only if the disability or disability-related need is not readily apparent or known to Landlord or Landlord's Agent. If the need is not readily apparent or known to Landlord or Landlord's Agent, Tenant must provide, in writing, the following criteria under Landlord's right to request documentation in order to allow an ESA to be present in this dwelling unit:

- A current note written within a year of the request for an ESA, with signature, describing Tenant's disability-related need for the support animal from Tenant's primary care doctor or a medically licensed psychiatrist or psychologist who has direct knowledge of Tenant's disability or disability-related need for the support animal;
- The animal's veterinary records to show that all legal shots are up to date;
- The type of animal and its breed and weight;
- State registration license (for dogs).

Tenant commits the offense of misrepresentation of entitlement to an assistance animal or service animal if:

- Tenant intentionally misrepresents to another that Tenant has a disability or disability-related need for the use of an assistance animal or service animal in housing;
- Tenant makes materially false statements for the purpose of obtaining documentation for the use of an assistance animal or service animal in housing;
- Tenant creates a document misrepresenting an animal as an assistance animal or service animal for use in housing;
- Tenant provides a document to another falsely stating that an animal is an assistance animal or service animal for use in housing;
- Tenant fits an animal that is not an assistance animal or service animal with a harness, collar, vest or sign that the animal is an assistance animal or service animal for use in housing.

Tenants can find more information about their rights and responsibilities regarding Service and Emotional Support Animals at tdhca.state.tx.us/fair-housing/docs/FHM-AssistanceAnimals.pdf and www.hud.gov/program_offices/fair_housing_opp/assistance_animals.

30. COMPLIANCE WITH LAWS AND SCHOOL CODE OF CONDUCT: Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances, and requirements of all municipal, state, and federal authorities that are effective during the term of the Lease Agreement, pertaining to the use of the Leased Premises. Tenant must not do anything that increases the Landlord's insurance premium. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct, and failure to do so may, in Landlord or Landlord's Agent's sole and absolute discretion, be deemed to be a breach of this Lease by Tenant.

31. LEGAL FEES: If Landlord is successful in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery of possession of the Leased Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from the Tenant, and such fees and costs recovered shall be deemed additional rent.

32. QUIET ENJOYMENT AND CONDUCT: Enjoyment of the Leased Premises is predicated on the fact that there will be no noise pollution caused by such activities that would affect Tenant's neighbors, including but not limited to excessive noise and loud music, that can be heard outside of your Leased Premises. As a courtesy to all tenants, the hours between 10pm and 7am on weekdays and 11pm and 7am on weekends should be observed as "quiet hours" during which time no noise of any kind should be heard or felt outside of any unit. This includes noise from stereos, televisions, musical instruments, slamming doors, running up and down stairs, sounding vehicle horns, phone conversations, and yelling. Tenant is responsible for the behavior of guests. Additionally, local municipal noise ordinances apply to all College Town Communities properties.

University officials and/or Guarantors will be notified, in writing, if multiple reports of noise pollution are filed against Tenant's Leased Premises to Landlord or Landlord's Agent. Should noise violations continue, Tenant will be fined at a rate of \$50.00 per violation, in addition to any other local authority fines/violations.

Should Management be made aware of a loud party/event that is clearly audible to neighbors, the apartment/house/unit will be fined \$100.00 per apartment plus damages for the first occurrence, \$200.00 plus damages for the second, and \$300.00 plus damages for the third. If a party/event is shut down by Management or local police due to underage drinking/noise, etc. the apartment/house/unit will be fined \$400.00 plus damages per apartment. If all roommates are charged and not all roommates are responsible, the roommates taking responsibility will be charged the full fine plus the full damages. All residents in the apartment/unit/house will be charged unless the responsible parties take full responsibility in writing. All charges listed above are in addition to any other local authority fines/violations.

33. BINDING OBLIGATIONS AND ENTIRE AGREEMENT: This Lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. There are no oral agreements between Landlord and Tenant or Agent and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement. Tenant and Landlord have both read this Lease and affirm that this Lease contains the entire and only agreement between the parties.

34. JOINT AND SEVERAL OBLIGATION: If more than one person executes this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Agreement. This means that if any one person fails to pay Rent, or uphold the responsibilities listed in this contract, the Landlord can make one or all Tenants pay the full amount of rent owed. It is this Landlord's practice to pursue only the Tenant that is in direct violation of the Lease terms.

35. KEYS/UNIT ACCESS: Tenant will be provided with a unique code to access the unit's electronic keypad, a brass key to access the bedroom door, and an electronic key fob for entrance into the building and all amenity spaces within the building to which Tenant has been authorized access. Certain doors will have restricted access during certain hours of the day (e.g., the tanning booth). **If an electronic key fob is lost or not returned at the end of the lease, even if Tenant is returning the next year, a fee of \$125.00 will be charged, and Landlord cannot guarantee how quickly a replacement can be furnished.**

If a brass entry or mailbox key is lost, a fee of \$25.00 will be charged for the first replacement key. For any additional occurrences, there will be a \$50.00 mailbox key replacement fee per occurrence.

Tenant will be charged a \$50.00 lock-out fee for each lockout assistance occurring after office hours. The fee will be charged to the Tenant's account, is considered "Rent," and must be paid within ten (10) days of notification or with the next month's Installment payment, whichever comes first.

If Landlord or Landlord's Agent determines that keys, key fobs, or access codes are in possession of anyone other than the Tenant, or if guest is found to be in the unit without the Tenant, Landlord or Landlord's Agent will consider this a direct violation of the Lease Agreement, and Tenant will be fined \$50.00 per incident.

The doors and locks are not to be broken, altered, or replaced by Tenant.

- 36. VEHICLES AND PARKING:** Parking is available for a monthly fee of \$35.00 for a standard parking spot and \$55.00 for a reserved parking spot. Parking is on a first-come, first-served policy, and no Tenant is guaranteed parking. Residents wishing to park a vehicle in the parking garage must sign a separate Parking Lease. A parking sticker/pass will be issued to Tenant at move-in or when Tenant's vehicle is registered in the Resident Portal. Only one sticker will be issued per Tenant. There is a \$25.00 fee for a replacement sticker. At properties with gate access, a clicker/gate pass will be issued for each registered vehicle. There is a \$200.00 fee for a replacement clicker/gate pass. **Each parking sticker and clicker/gate pass is good for this Lease Term only; if Tenant renews, a new sticker must be obtained from Landlord or Landlord's Agent by Tenant.**

Tenants are issued a parking sticker which must be visible from the rear window, driver's side at all times. The parking sticker must be placed on the Tenant's vehicle only and may not be transferred to other vehicles. All motor vehicles must be registered within the online Resident Portal. All motor vehicles on the Premises must be currently licensed and inspected. All unauthorized cars parked on the parking lot will be ticketed by local police or security or towed without notice at owner's expense. This includes rental cars, temporary cars, and cars owned by friends, guests, relatives, etc. If Management requests removal of an inoperable vehicle, including but not limited to cars, bicycles, motorcycles, watercraft, etc., said vehicle must be removed within 24 hours at the owner's expense. Failure to comply with the requested removal may result in towing without notice at the owner's expense.

Limited guest parking is available on a first come/first served basis, and guests must have a digital permit in order to utilize the spaces. Permits can be obtained by either the Tenant or the guest, per instructions provided by Landlord at move-in and on signs conveniently located throughout the bottom deck of the parking garage.

Tenant assumes all risk and responsibility for damage to the vehicle and any personal property contained in it, and the vehicles or other personal property of others, in connection with any use of parking areas including the use of entrance/exit gates. Landlord is not responsible for any damage to vehicles or property contained in vehicles. Motorcycles/Scooters are required to have a current Parking Permit. Tenant may not park outside of the gate in front of the office during office hours. Landlord reserves the right to revoke or restrict parking rights in the event Tenant violates this paragraph or the Lease Agreement.

Because of limited parking, no commercial vehicles, or trucks in excess of ¾ ton GVW, trailers, campers, or boats are permitted in or about the community.

Tenant must obey all handicapped and/or reserved parking restrictions. Failure to comply will result in a \$50.00 fine per day and/or towing or booting without notice at the owner's expense, per Prevailing Law.

Washing and/or repair of vehicles is strictly prohibited on the grounds of the Leased Premises. Car parts, tires, detachable roofs, bike/ski racks, etc. may not be stored on or in the Leased Premises.

Due to local government regulations and for safety reasons, no motor vehicles may be parked on the grass or sidewalks at any time. No motorbikes or motorcycles may be kept on balconies, patios, or inside the building at any time.

If Landlord or Landlord's Agent gives 24 hours' notice of the need for vehicles to be moved from currently occupied spots for parking lot repair, maintenance, etc. and Tenant fails to obey the notice, Tenant's vehicle may be towed at Tenant's expense.

- 37. MAIL AND PACKAGES:** Tenant agrees that the Landlord-provided mailbox is to be used jointly by all the residents assigned to Tenant's unit. Tenant is expected to check the assigned mailbox regularly and remove all mail before Tenant surrenders possession of the Leased Premises.

Tenant authorizes Landlord and its agents to accept packages, parcels, and deliveries on behalf of Tenant. Tenant acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable packages, parcels, or deliveries, such as those provided by subscription meal delivery services, may not be stored in a climate-controlled environment, and must be picked up within twenty-four (24) hours of delivery or else they will be discarded. Tenant agrees to hold Landlord and its agents free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such non-perishable packages, parcels, or deliveries are not claimed within fourteen (14) days, they will either be returned to the sender or discarded, as Landlord deems appropriate. Notification of package receipt will be sent via email and/or text to the address/phone number on record with Landlord. Packages addressed to non-residents will be returned to sender.

- 38. VIRUS RULES AND NOTIFICATION:** Tenant agrees to follow any community policies or rules related to COVID-19 and/or other virus strains (collectively "Viruses"). If Tenants suspects or know they have been exposed to any Virus, Tenant should follow guidelines provided by the Centers for Disease Control and Prevention.
- 39. LANDLORD DOES NOT GIVE UP RIGHTS:** If Landlord or Landlord's Agent fails to enforce any clauses in this Lease, Landlord or Landlord's Agent may enforce these clauses at a later time without penalty.
- 40. ADDITIONAL SIGNERS TO THE LEASE AND GUARANTY:** All signers of this Lease and the corresponding Guaranty Agreement Addendum are jointly and severally responsible for all financial obligations. This includes, but is not limited to: rent, late fees, damages, and utility charges. The Guaranty Agreement applies to the Lease with the stated Lease Term and will be valid and continuous through the Lease Term, any renewals of the Lease, transfers to other Leased Premises, and/or resigning of a new lease, whether within the same community or within a different community but with College Town Communities as the Landlord.

Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. Tenant further consents to Landlord sharing with Guarantor any information regarding Tenant in Landlord's possession, including but not limited to, breaches of the Lease, termination of the Lease and the reasons therefore, and any incidents involving Tenant within the Leased Premises or on which the Leased Premises is located (the foregoing, however, does not create any obligation of Landlord to do so). **The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the terms, conditions, covenants, and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract.**

- 41. INDEMNIFICATION:** Notwithstanding any term of this agreement, Tenant shall indemnify, defend and hold harmless Landlord or Landlord's Agent and its corporate affiliates, current or future management, partners, officers, faculty, staff, employees, agents, and their respective successors, heirs and assigns (the "Indemnities") against any claim, liability, loss, cost, damage, deficiency, exposure or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnities or any one of them in connection with any claims, suits, actions, demands, or judgments arising out of this Agreement (including, but not limited to, actions on the form of tort, warranty or strict liability).
- 42. NEW RULES:** The Landlord reserves the right to implement any reasonable rules and/or policies which they deem necessary in addition to the rules and regulations that the Landlord now has for the health, safety, and general welfare of all Tenants. Such rules and policies will be issued in the form of a flier or email to each apartment/Tenant and will be posted in the office. Tenants are responsible to adhere to these rules and regulations as they are implemented to maintain order and proper control of the property for the good of all parties concerned.
- 43. SUBORDINATION OF LEASE:** This Lease, and Tenant's rights hereunder shall be subject and subordinate to the lien of any mortgages or other similar instruments that may now exist or may hereafter be placed on the Property and all renewals, replacements, and extensions thereof without further notice or action on the part of Landlord or Tenant. This means that the rights of Landlord's mortgage lender come before the rights of Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could foreclose upon the Property and end this Lease. Tenant agrees to sign all papers needed by the mortgage holder to give priority over this Lease.
- 44. ADDITIONAL TERMS AND CONDITIONS AGREED TO BY BOTH PARTIES:**
- a) Tenant will not disturb the rights, comfort, health, safety, or convenience of others (including Landlord, Landlord's agents, and employees) in or near the apartment community.
 - b) Tenant will not injure the reputation of the Landlord or Landlord's agents by making bad-faith allegations against the Landlord or Landlord's agent to others.
 - c) No partying, beer kegs, large groups of people, drugs, hookah pipes, e-cigarettes/vaping, smoke or fog machines, candles, incense, incense, Tiki torches (or anything else that uses an open flame), firearms, Kegerators, space heaters, or aquariums are allowed.
 - d) Unless provided by Landlord as an amenity, fire pits of any kind are prohibited anywhere in or on the grounds of the Leased Premises, per insurance requirements. Any Tenant found with a firepit will be fined starting at \$50.00.
 - e) Fireworks are prohibited at all College Town Communities properties. Any Tenant found using fireworks will be fined a minimum of \$100.00.
 - f) Violations for drugs, violence, and/or vandalism will result in a \$300.00 fine per responsible Tenant. Should a second incident occur, Tenant will be evicted. Landlord reserves the right to change this policy depending on individual circumstances of the violation in question.
 - g) The following are forbidden within and outside the Leased Premises: waterbeds, radio/television reception devices such as antennas and satellite dishes, portable dishwashers, awnings, window guards, installed shelves, screen doors, personal hot tubs, personal swimming pools, personal weight lifting equipment in excess of 25 pounds, and flammable, hazardous, or toxic substances or chemicals.

- h) Tenant agrees not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other tenants or any criminal activity on or near such Premises.
- i) The manufacturing, intent to deliver, or possession of a controlled substance or drug paraphernalia is strictly prohibited. If a Tenant or Tenant's guests are in violation of this rule, Tenant will be subject to lease violation and/or eviction.
- j) Tenant agrees that no alcoholic beverages shall be consumed in the common areas of the building(s) and grounds within which the Leased Premises is located.
- k) Tenants and their guests shall not enter any area clearly designated as being closed to Tenants and others.
- l) Tenants and their guests/invitees may not engage in loud noises or sounds that affect other Tenants.
- m) No cooking is permitted in the living rooms, bedrooms, or bathrooms of any unit including, but not limited to, use of the following appliances: rice cookers, toaster ovens, skillets, griddles, coffee makers, hot pots, crock pots, pressure cookers, etc. All cooking must be done in the kitchen or on the kitchen counter.
- n) Tenants and their guests are prohibited from riding recreational vehicles such as skateboards, roller skates, scooters, bicycles, and similar vehicles inside buildings. All such vehicles must be walked or carried into the building so as not to pose a hazard to other tenants or damage the hallways, walls, etc.
- o) Bike racks are provided at most College Town Communities properties. Bikes must be kept either at the racks or in other designated areas. For safety and security reasons, bikes may not be kept or chained in common areas or on the grounds. If bikes are found anywhere except where designated, it will be necessary to cut the chain or lock so it can be removed. If that happens, Tenant will not be reimbursed for the cost of the lock or chain.
- p) Tenant shall not place or permit to be placed or store items on windowsills, ledges, balconies, or porches and shall not hang laundry or other items from the balconies, windows, or common areas.
- q) Balconies and porches are not to be used for storage or as dumpsters. The only item permitted on these areas is exterior lawn furniture that has either been provided by or been preapproved by Landlord or Landlord's Agent.
- r) A removal/disposal fee of \$35.00 per bag will be charged to any Tenant leaving trash outside the Leased Premises, including in hallways and on balconies and patios. For larger items that cannot be bagged, removal fees will be charged to Tenant, per local trash hauler/municipal charges.
- s) If there is a balcony included with Leased Premises, Tenant agrees not to engage in any inappropriate behavior which may include, but is not limited to, the throwing of objects, obscene language, harassment of passersby, or any other behavior which could result in a criminal citation. If Tenant engages in such behavior, Landlord reserves the right to restrict any and all access to the balcony area by Tenant and/or Tenant's guests, and fines may be assessed.
- t) MOLD: Mold growth depends largely on how Tenant manages and maintains the Leased Premises and on Tenant's prompt notice to Management in writing via email of such mold conditions. Landlord or Landlord's Agent will not be responsible for any damages or injuries to Tenant or any other person relating to mold caused, in whole or in part, by Tenant's failure to clean or maintain the Leased Premises as herein required, or to promptly notify Management of such occurrence. Tenant agrees to do the following: Keep the entire Leased Premises clean and dry, remove all moisture accumulation on windows, bathrooms, and entire unit, use shower curtains properly so as to contain water, and immediately notify Management via a Work Order of any water leaks or excess water in the Leased Premises or its vicinity, such as plumbing or roof leaks, drips, sweating pipes, flooding or puddling of water.
- u) Upon termination of Lease, all of Tenant's items must be removed. For any item left in Tenant's Leased Premises or at or near the building's dumpster, a fee will be assessed. Any property left behind will be deemed abandoned by Tenant, and Landlord or Landlord's Agent can take such action as desired and charge Tenant with costs incurred to keep, sell or dispose of such property without liability to Landlord or Landlord's Agent. A removal/disposal fee of \$35.00 per bag will be charged to any Tenant leaving trash in the Leased Premises.
- v) **NO SMOKING is allowed in ANY part of the building. Cigarettes must be disposed of in designated smoke canisters ONLY and are not to be thrown into shrubbery, grassy areas, off the balcony or porch, or anywhere else on the Premises. Tenant will be fined \$50.00 per instance for improperly disposed-of cigarettes, cigars, butts, or other smoking-related litter.**
- w) Tenant is bound to all rules and guidelines as explained in any Addenda to this Lease and in the College Town Communities Resident Handbook, which is available upon request, in the "Resources" section of the Resident Portal, and in the Leasing Office during regular business hours. Additional rules and regulations may be implemented during the course of the Lease. Tenant will be notified in writing of any such additions.

SIGNATURES

We, the undersigned, agree to be legally bound by all the terms of this Residential Lease. (Sign and date and print name OR sign electronically via the Apply Now Portal at www.CollegeTownCommunities.com. A facsimile or electronic signature on the Residential Lease is as binding as an original signature.)

Tenant Signature

Tenant Name (Printed)

Date

Landlord or Landlord's Agent Signature

Landlord or Landlord's Agent Name (Printed)

Date