



TOP 10 DETAILS TO UNDERSTAND ABOUT YOUR RESIDENTIAL LEASE

You are about to commit to a Residential Lease that includes important terms you need to know and understand. Your guarantor and you should read **every single word** of your Lease and its Addenda and **ask questions** about anything you do not understand. To get you started, the following summarizes the **key terms** of your Lease. To the extent any term herein conflicts with the Lease, the Lease shall control.

1. Lease Term: Your lease is a binding, legal document. You are legally committing to live at College Town San Marcos from _____ to _____ and are responsible for your rent and all individualized fees covered under the Lease throughout this Lease Term. If you move out before your Lease expires, you will still be charged the remainder of your Total Monthly Installments until the end of your Lease Term.

2. Individual Lease: This Lease will reserve one bedroom with shared common living areas in an apartment at College Town San Marcos. If you lease a two-bedroom unit and do not have specific roommates, we will match you with roommates based on the preference questions you answered in the application process UNLESS you are leasing the entire apartment. You may prioritize your floor plan through the preference questions in the application process. We will try to accommodate both your floor plan and roommate preferences, though neither is guaranteed.

3. Total Monthly Installment: Your Total Monthly Installment includes your Base Rent and other fees as indicated on Page 2 of this Lease. Your Total Monthly Installment is due on or before the 1st of each month. Late fees will be charged on the 4th of each month. Some payments are due before the start of your Lease. Please refer to the Lease Summary of your Lease for due dates and amounts of initial payments due.

4. Administrative/Facilities Fee: This annual \$199.00 fee is non-refundable and is due at Lease signing for both new and renewing residents. This fee is charged per person, per leased bedroom. If you lease an entire multi-bedroom unit by yourself, you will be responsible for paying an Administrative/Facilities Fee for each bedroom; however, if a roommate later leases an additional bedroom, the corresponding fee will be credited back to your account once their payment has been received. **The Administrative/Facilities Fee is not a Security Deposit, as there is no Security Deposit due for this Lease.**

5. Lease Guaranty: Guarantor Agreements continue with each renewal and are transferable to any bed space within the College Town San Marcos property. We retain the right to contact your guarantor regarding all matters pertaining to the Lease, including but not limited to, rent collection, property events, and any breach of the rules and regulations stated within the Lease, any Lease Addendum, and the Tenant Handbook.

6. The Waiver Program and Renter's Insurance: You will be charged a monthly fee of \$16.00 to cover your obligation to participate in the Waiver Program. The Waiver Program waives your obligation to indemnify the Landlord from accidental damages arising from your accidental acts or omissions due to fire, smoke, explosion, water discharge, or sewer back-up. Renter's Insurance is not required but is strongly recommended. (See Section 8 of your Lease.)

7. Utilities: Utilities included in your rent are Routine Pest Control, Internet, and Trash/Recycling Removal. Electric, Water, and Sewer will be paid by Landlord and **billed back** to Tenant. Bills are split between all tenants in the unit with a \$5.00 per tenant utility processing administrative fee per monthly bill. (See Section 7 of your Lease and Addendum D.)

8. Pets: We are a pet friendly community. Please ensure that your pet meets the breed and size requirements prior to completing the necessary documents for approval. Upon Management's approval of all pet documents, a \$300.00 non-refundable Pet Fee will be due and will be added to your account. Pet Rent is \$30.00 a month. If you are a renewing Tenant who has paid the \$300.00 Pet Fee, the fee will be rolled over to this Lease, per the terms of Section 29 of your Renewal Lease.

9. Messaging to Roommates: Prior to the start of your lease term, our staff will send to your roommate group an email that specifies each roommate's name, email address, and phone number. **If you do not want your contact information shared with your roommates, you will need to email our office specifying which information, if any, we may share.**

10. Rules: In signing your Lease, you are committing to live by our community rules and regulations. Breaking any of these rules may be cause for eviction. Please refer to our Rules and Regulations for a complete list. (See Section 44 of your Lease and the Lease Addenda.)

RESIDENTIAL LEASE SUMMARY

Tenant Name:

Term of Lease:

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

Due at Lease Signing:

Administrative/Facilities Fee: \$199.00 (nonrefundable fee per person per leased bedroom; due at Lease signing)

Monthly Recurring Charges:

Charges:

Total Monthly Installment:

Number of Installments:

Total Due for Lease:

Additional Charges:

Utilities: Routine Pest Control, Internet, and Trash/Recycling Removal **are included** in Tenant's monthly installment. Electric, Water, and Sewer will be paid by Landlord and **billed back** to Tenant. Bills are split between all tenants in the unit with a \$5.00 per tenant utility processing administrative fee per monthly bill.

Pet Fees: \$300.00 one-time nonrefundable Pet Fee per pet and \$30.00/month Pet Rent per pet (Tenant must sign a pet lease prior to bringing a pet on property; limit of 1 pet per Tenant and two pets per apartment.)

Prepayment:

Final Total Monthly Installment Due in Advance:

Due Date of Prepayment: June 1, 2026 (Prepayment covers payment for the Total Monthly Installment for _____ of 2027. If Lease is signed after Due Date of Final Installment, the Final Total Monthly Installment is due at Lease signing.)

RESIDENTIAL LEASE COLLEGE TOWN SAN MARCOS

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:

- 1. LEASED PREMISES:** The “Leased Premises” are those premises described as: **one bedroom and the shared common area in a(n) ____-style apartment located at College Town San Marcos, 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 or in units, 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.**

Failure to surrender possession of the Leased Premises by 12:00 Noon on the Lease End Date shall result in a fine of \$150.00 per day, or the maximum fine allowed by law.

- 3. TOTAL MONTHLY INSTALLMENT:** The Total Monthly Installment for the Leased Premises is ____ and includes Tenant’s Base Rent, Waiver Fee, and if applicable, selected amenities and Pet Rent, as indicated on Page 2 of this Lease, “Monthly Installment Charges.”

As stated in the Lease Summary of this Lease Agreement, prepayment for the Total Monthly Installment is due on the first of the month, two months prior to the Lease Commencement Date. **Failure to pay the Prepayment in full within seven (7) days of the due date may result in cancellation of this Lease.**

Each Total Monthly Installment thereafter 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 Tenant Portal at

<https://www.offcampushousingtexasstate.com/Tenant-portal>. Electronic checks, MasterCard, VISA, Discover, and American Express credit and debit cards are accepted through the Tenant Portal; convenience fees apply. Wire transfers are subject to a \$25.00 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 Total Monthly Installment 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

Total Monthly 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 the Total Due for Lease has been allocated into equal Installments and is not based on a daily or calendar month basis. Tenant's obligation to pay the Total Due for Lease 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 the current Total Monthly Installment due regardless of notations on checks, money orders, or electronic payments.

- 4. LATE FEES, RETURNED CHECK FEES, AND COLLECTIONS FEES:** If Tenant fails to pay the Total Monthly Installment by 11:59 PM on the third day of the month in which the Total Monthly Installment is due, Tenant shall pay a late fee equal to five percent (5%) of the Total Monthly Installment in addition to the rental payments set forth herein. Payments will be considered received based on the time paid through the Tenant 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 \$30.00 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 Total Monthly 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-Tenants, 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 per person/per leased bedroom.** 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.

In the event Tenant leases an entire multi-bedroom unit individually, Tenant is responsible for payment of the Administrative/Facilities Fee for each bedroom within the unit. Should an additional roommate subsequently lease an additional bedroom, the corresponding fee for that specific bedroom will be credited back to the original tenant's account upon receipt of the roommate's payment.

- 7. UTILITIES/SERVICES:** Routine Pest Control, Internet, and Trash/Recycling Removal **are included** in Tenant's Monthly Installment. Electric, Water, and Sewer will be paid by Landlord and **billed back** to Tenant. Bills are split between all tenants in the Leased Premises with a \$5.00 per tenant utility processing administrative fee added per monthly bill. Tenant's per-person share of any submetered or allocated utilities or services for the Leased Premises will be included 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.

Upon termination of this Lease Agreement, the Landlord reserves the right to issue a final utility bill to the Tenant for services rendered up to the Lease Expiration Date. In the event an actual meter reading is not available, the Landlord

may estimate the final utility charges based on the Tenant's prior usage patterns or the average usage for a similar dwelling unit, as deemed reasonable by the Landlord. Charges for the final utility bill will be added to Tenant's account and will be reflected in Tenant's Financial Move-Out Statement, which will be emailed to Tenant after the Move-Out Inspection is completed.

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 \$100,000.00 policy (per claim, not per individual Tenant(s)) which provides up to \$25,000.00 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 \$100,000.00 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 \$100,000.00 PER OCCURRENCE, INCLUDING UP TO \$25,000.00 IN CONTENTS; ANY AMOUNT IN EXCESS OF \$100,000.00 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 sixteen dollars (\$16.00) 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 ____th 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-upon repairs or improvements, supplying necessary or agreed-upon 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 any imperfection, damage, or maintenance issues on the Move-In Inspection provided by Landlord at the time of move-in. The Move-In Inspection must be submitted to Landlord within 48 hours of obtaining possession of the Leased Premises. Failure of Tenant to provide the Move-In Inspection 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 Tenant is no longer 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, pool wristbands, and parking and shuttle passes; Tenant will be charged a \$25.00 fee for each unreturned pool wristband and a \$50.00 fee for each unreturned shuttle pass;
- f) Provide to Landlord or Landlord's Agent, in writing, a current and legible forwarding address;
- g) Remove Tenant vehicle from the property;
- h) Ascertain that Tenant is not in default or breach of this Lease.

If Tenant occupies the Leased Premises beyond the Lease Expiration Date and stated end time 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 Lease Expiration Date and stated end time.

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 Expiration 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 Tenant finds a fully qualified replacement for the Term of this Lease Agreement 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 Total Monthly Installment and the Administrative/Facilities Fee (if not already paid) as express consideration for the right to cancel this Lease Agreement 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. Should Tenant fail to pay the Early Termination Fee by the specified due date, Landlord will without notice pursue legal action to collect the balance due from Tenant.

If Landlord finds a fully qualified replacement for the Term of this Lease Agreement, Tenant will be charged an Early Termination Fee (and not as a penalty) equivalent to two Total Monthly Installments, per their current Lease rate as express consideration for the right to cancel this Lease Agreement 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. Should Tenant fail to pay the Early Termination Fee by the specified due date, Landlord will 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 Total Monthly 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 Total Monthly 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-Tenant 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 Tenant defaults on this Residential Lease as defined above or fails 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 \$350.00 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. Deliberate, unapproved Tenant transfers and the**

corresponding fine includes tenants who move into a different bedroom space other than the one assigned to them by Landlord at or prior to move-in.

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 \$250.00. If Management detects a smoke odor of any kind or witnesses smoking-related activities in a Tenant's bedroom area, Tenant will be fined \$250.00. 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 identity, background, or compatibility or conduct of any roommates placed in the Leased Premises and is under no obligation to perform any resident screening of any kind, including credit, prior resident history, or criminal background checks. Tenant agrees that any disputes that arise between roommates are Tenant's responsibility to resolve directly in a reasonable manner that complies with this Lease. Landlord has no responsibility to mediate roommate differences and disputes beyond ensuring that the terms of the Lease are upheld by all parties. 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 \$500.00 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) 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) Amenity areas such as the Fitness Center may NOT be used by anyone not listed on the Lease Agreement;
 - h) Tenant is forbidden from sharing their key or key fob or giving keypad access to their guest(s);
 - i) If Landlord determines that Tenant has left an entrance door(s) unlocked/propped open to allow entrance by guests or roommates who may have lost/misplaced their keys, Tenant will be fined \$150.00 per incident.

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 Tenant 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 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 \$150.00 per incident.

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 Tenant Portal.

Tenant agrees to report immediately to Owner any accident, injury, damage, or loss, or need of service or repairs to water or gas pipes, electrical wiring, drains, toilets, fixtures, or any other property or equipment covered by the Residential Lease, including all breakage, damage, or loss of any kind, including but not limited to, water intrusion, water leaks or moisture problems of any kind, damage from overflow of water from sinks, bathtubs, toilets, or other basins. Tenant further agrees to immediately notify Owner of unsafe conditions in the common areas and grounds of the Leased Premises which may be a threat to health and safety or lead to damage or injury. Owner has the right to enter the Leased Premises if Owner believes an emergency exists. The following service needs constitute a non-exclusive list of potential emergencies:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up
- Stopped up toilet (in one-bathroom premises)
- Electrical power outage in entire Leased Premises
- Water leaking from water heater
- Water leak from plumbing lines, windows, ceilings, or utility rooms causing flooding or damage
- Exterior flooding from sprinkler systems or pool
- Water which is running and cannot be shut off
- Broken window where the Leased Premises is not secure
- Door locks which will not function and the Leased Premises is not secure
- Fire (Call 911 first)

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 untenantability 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 untenantability. 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, lightening, 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 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.

Installation of a bidet is allowed only under the following conditions:

- Tenant must submit a Work Order requesting the installation of a bidet in their bathroom. If the bathroom is shared with other tenants, all tenants sharing that bathroom must submit a Work Order request.

- Landlord or Landlord's agent must approve Tenant's purchase of the bidet type and model. After Tenant purchases the bidet, Maintenance is solely responsible for installation of the bidet in the bathroom. **Tenants are strictly prohibited from installing bidets themselves.**
- Tenant will be charged a one-time installation, and subsequent removal fee for the bidet's installation and its eventual removal.
- Routine maintenance of the bidet will be provided to Tenant by Maintenance at no cost to Tenant. Should it be determined that Tenant's unauthorized adjustments to the bidet have caused leaks and/or damage to plumbing, Tenant will be charged for the necessary repairs, per the hourly rate listed in the Damage, Replacement, and Cleaning Charges Addendum.
- If Landlord discovers a bidet or evidence of an unauthorized bidet installation, Maintenance will remove the bidet, and Tenant will be charged a fine equal to the hourly maintenance rate to return the toilet back to its standard condition.

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 and/or hooks) 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. Tenant is subject to a fine of \$100.00 per incident for doing so and will be charged for the cost of replacement, should the furniture be damaged due to exposure to the elements.**

- 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.).

Tenants must fully cooperate with the Maintenance Team and any Landlord-provided third-party contractors or vendors. Interfering with their work or equipment is strictly prohibited. This includes, but is not limited to, unplugging or removing any equipment such as dehumidifiers, fans, lights, or other drying or ventilation devices installed for repair purposes. Any interference that delays or compromises maintenance efforts may result in additional charges to Tenant.

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, lightening, 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 of a power outage in the Leased Premises, Tenant should check the circuit box before submitting a Work Order.

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 seven days of the Lease Term. Within these first seven 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 seven 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 seven 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 multiple false fire alarms are reported within our system for any one Leased Premises, the following steps will be taken: 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.

Tenant understands that security cameras, where in place, are not to be tampered with, touched, or moved. Tenants responsible for such actions will be fined a minimum of \$300.00 per incident, plus the cost of camera replacement, should Tenant's actions leave the camera(s) inoperable.

Access to security camera footage is available to Landlord, Landlord's Agent, and law enforcement personnel only.

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 \$30.00 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.

The following breeds/types of animals are strictly prohibited:

- **DOG BREEDS:** Restricted breeds that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Pit Bulls ☒ Rottweilers ☒ Presa Canario ☒ German Shepherds ☒ Huskies ☒ Malamutes ☒ Dobermans ☒ Chowchows ☒ Great Danes ☒ Akitas ☒ Terriers (Staffordshire) ☒ American Bull Dog ☒ Wolf Hybrid ☒ Any hybrid or mixed breed of one of the aforementioned breeds. Additional breeds may be added to the restricted breed list as Landlord's insurer mandates.
- **POISONOUS AND/OR VICIOUS ANIMALS:** Restricted animals that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Tarantulas ☒ Piranhas

- **EXOTIC ANIMALS:** Restricted animals that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Reptiles (snakes, iguanas) ☒ Ferrets ☒ Skunks ☒ Raccoons ☒ Squirrels ☒ Rabbits ☒ Birds (parrots, cockatiels, macaws)
- **ANIMALS TAKEN FROM THE WILD:** Animals taken from the wild that may not visit or be maintained in the Leased Premises include, but are not limited to, the following: ☒ Game birds ☒ Game Animals, ☒ Furbearers. State and municipal laws imposing additional restrictions on what animals can be allowed as a pet must be followed.

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 one animal/pet per Tenant and 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 10pm and 8am 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 \$150.00 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 \$250.00 per apartment plus damages for the first occurrence, and \$500.00 plus damages for the second. Should a third event occur, Tenant faces possible eviction. 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 \$600.00 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 Tenants 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 \$150.00 will be charged, and Landlord cannot guarantee how quickly a replacement can be furnished.**

If an entry or mailbox key is lost, a fee of \$50.00 will be charged for the replacement key.

Tenant will be charged a \$50.00 Lockout Fee for each lockout assistance requested during office hours and a \$100.00 Lockout Fee for each lockout assistance that is requested after 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 Total Monthly 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 \$150.00 per incident.

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

- 36. VEHICLES, GATES, 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. Tenants 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 Tenant 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 Tenant 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.

For properties with access gates to the parking lot, Tenant agrees to follow all instructions and rules that have been provided to you regarding the use of the gates, including but not limited to:

- Approaching the gates slowly and with caution;
- Not stopping where the gate can hit Tenant's vehicle;
- Not following or piggybacking another vehicle into an open gate;
- Not forcing the gates open;
- Not getting out of your vehicle while the gates are opening or closing;
- Not operating the gate if there are small children nearby who might get caught in it as it opens or closes;
- Where a code or access device is given to Tenant, not giving Tenant's code or access device to anyone else;
- Not tampering with the gate in any way.

Neither Landlord nor Landlord's Agent have any duty to maintain or repair the gate, and Tenant acknowledges that to aid full ingress/egress from the property, Landlord or Landlord's Agent may leave the gate open at certain periods of the day, including during peak hours. Landlord may also elect to remove the gate or leave the gate open to their discretion, for example, if the gate is routinely damaged by Tenants and/or guests. If Tenant, Tenant's guest, or Tenant's invitees damage the gates through negligence or misuse, Tenant is liable for the damages under this Lease, and collection of damage amounts will be pursued.

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 \$100.00 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. The charging of electric vehicles, including cars, trucks, and scooters, on the grounds of the Leased Premises is strictly prohibited. Scooters and motorbikes are not allowed in interior hallways or apartments of 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.

Tenants are responsible for removing their vehicles from the property when they surrender possession of the Leased Premises. Should a tenant wish to store their vehicle on-site after surrender of possession between lease terms (i.e., after surrender and before the next lease begins), written permission from the Landlord or Landlord's Agent is mandatory. Approved requests will require a Lease Addendum and incur additional parking fees. Failure to follow this procedure will result in towing of Tenant's vehicle at Tenant's sole expense.

- 37. MAIL AND PACKAGES:** Tenant agrees that the Landlord-provided mailbox is to be used jointly by all the Tenants 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-Tenants 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 Lease Guaranty 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) Tenants, any member of Tenants' household, occupants, guests, invitees, or other persons under Tenants' control, shall not engage in criminal activity, including drug-related criminal activity, on or near the Residential Community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).
 - e) 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 \$500.00.

- f) Fireworks are prohibited at all College Town Communities properties. Any Tenant found using fireworks will be fined a minimum of \$500.00.
- g) Violations for vandalism against any area of College Town San Marcos 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.
- h) **Landlord enforces a ZERO tolerance policy on any type of firearm on our properties. This includes in the Leased Premises, in any portion of any building, in Tenant's vehicle on our parking lot, etc., regardless of Tenant's licensing to possess or carry. If discovered on our property, Tenant will be brought to the attention of the local police and eviction proceedings will begin immediately.**
- i) 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.
- j) 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.
- k) 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.
- l) Tenants and their guests shall not enter any area clearly designated as being closed to Tenants and others.
- m) Tenants and their guests/invitees may not engage in loud noises or sounds that affect other Tenants.
- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) 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.
- s) A removal/disposal fee of \$75.00 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.
- t) Disposal of universal waste is prohibited in general trash receptacles in the Community. Disposal of universal waste in the trash receptacles by Tenant may result in a fine for Owner, and therefore will be deemed a violation of the Residential Lease. Universal waste includes electronic devices (televisions, computer monitors, computers, printers, VCRs, cell phones, telephones, radios and microwaves), common batteries (AA, AAA, C Cells, D cells and button batteries), Fluorescent Tubes and Bulbs and Other Mercury-Containing Lamps (fluorescent light tubes and bulbs, high intensity discharge (HID), metal halide, sodium and neon bulbs), Mercury added Novelties (greeting cards, athletic shoes and mercury maze games), and Non-Empty Aerosol cans (aerosol cans can be flammable).
- u) 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.
- v) 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.
- w) 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 \$75.00 per bag will be charged to any Tenant leaving trash in the Leased Premises.
- x) **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.**
- y) Tenant is bound to all rules and guidelines as explained in any Addenda to this Lease. 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
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_____ Landlord or Landlord's Agent Signature	_____ Landlord or Landlord's Agent Name (Printed)	_____ Date
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SAMPLE

ADDENDUM A TO RESIDENTIAL LEASE

COMMUNITY RULES AND REGULATIONS

The following Community Rules and Regulations Addendum (hereinafter referred to as "Rules") is a binding part of Tenant's Residential Lease. Landlord provides these Rules for Tenant's benefit and the benefit of the other Tenants of the community. Tenant understands that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Tenant further understands that any violation of one of these Rules constitutes a default under the Lease. In accordance with Tenant's Lease and these Rules, Tenant will be charged for violation of these Rules to the fullest extent permissible by law in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's Total Monthly Installment. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Residential Lease.

1. **TOW POLICY:** Tenant agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicles of Tenant's guests may be subject to being towed at Tenant's expense or to fines put in force by the Landlord from time to time

Landlord or Landlord's representative may have any vehicle towed or booted according to state law at the Landlord or operator's expense at any time if the vehicle:

- Has a flat tire
- Is on jacks, blocks, or has a wheel missing
- Takes up more than one parking space
- Belongs to a Tenant or occupant who has surrendered or abandoned the leased premises
- Is in a handicapped space without the legally required handicapped insignia
- Is in a space marked for visitors, managers, or staff
- Blocks another exiting vehicle
- Is in a fire lane or designated "no parking" area
- Is in a space marked for a specific Tenant or apartment
- Is on the grass, sidewalk, or patio
- Blocks a garbage truck from access to a dumpster
- Has no current license, registration, or inspection sticker and Landlord or Landlord's representative has given at least ten (10) days' notice that the vehicle will be towed.

Landlord or Landlord's representative is not responsible for informing guests about visitor parking areas.

2. **WINDOWS AND TREATMENTS:** Landlord provides blinds on windows and such blinds will not be removed or taken down. If Tenant installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, or damage to any part of the unit caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Tenant. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. No signs can be placed on the inside of the unit that are visible from the exterior of the unit. Windows and doors shall not be obstructed.
3. **TRASH AND GARBAGE:** All trash and garbage shall be placed into dumpsters and/or trash chutes in locations designated by Landlord. Tenant shall not place any trash on top of or beside the dumpster or chute. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Tenants (including, not limited to, cigarette butts, beverage bottles/cans in the common areas). No rubbish, garbage or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the unit or community so as to render any portion unsanitary, unsightly, offensive, or detrimental to other Tenants. Should Tenant fail to keep the Leased Premises, patio, pool deck, outside hallway, or any other exterior common area free from trash and garbage, Tenant will be fined a **\$75.00** fee per bag (daily). This fee will also be charged if Tenant:
 - a) leaves trash or garbage by any entrance,
 - b) does not clean the unit and the common areas (including the parking lot) by 9:00 a.m. the day after a party or
 - c) does not clean Tenant's litter in and around the pool areas.

***Landlord reserves the right to increase fines according to severity of violation and to charge Tenant for professional cleaning fees. Increasing fines or charging a Tenant for professional cleaning fees is not an exclusive remedy under the Lease, and Landlord reserves the right to seek other remedies, including, but not limited to, eviction of the Tenant.**

4. **PLUMBING.** Tenant shall not place any paper towels, sanitary napkins, tampons, or Q tips in any toilet. Tenant shall not use any toilets, drains, or other plumbing apparatus for any purposes other than those for which same were designed, and Tenant shall not permit any dirt, sweepings, rubbish, rags, ashes, or other substance to be placed therein.
5. **APPLIANCES AND FIXTURES.** The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Tenant, shall be paid by Tenant.
 - Ovens: Ovens are self-cleaning.
 - **TENANTS ARE PROHIBITED FROM USING ANY KIND OF OVEN CLEANER.**
 - Refrigerator: Please note that if the refrigerator is moved out too far or is not moved back carefully, the supply line to the icemaker may become loose or crimped causing minor to severe leaks. Any and all damage will be charged to Tenant(s). Please call the office to set up an appointment with maintenance if help is needed.
 - Dishwasher: Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Please do not attempt to wash clothes in the dishwasher.
6. **UTILITIES.** During the months of cold weather, Tenant will ensure that the heat is not cut off and the thermostat shall not be set lower than 50 degrees Fahrenheit. Tenant shall take any other necessary steps to prevent bursting of water pipes serving unit. Tenant shall be liable for any and all damages caused by failure to take such reasonable precautions, including damage to personal property of others. Tenant must keep utilities (electricity, water, etc.) and the HVAC system turned on throughout the Lease Term to maintain appliances in operating order and provide heat in cold months. During vacations, DO NOT TURN OFF POWER, as power affects refrigerator food spoilage, heat, water pipes, and security systems. Any damages from utilities being turned off until Landlord gains possession shall be paid by Tenant. If Tenant chooses not to live in the unit at any time during the Lease Term, Tenant is still responsible for his/her portion of all utilities until the Expiration Date.
7. **LIGHT BULBS.** Tenant shall submit to Landlord a Work Order for replacement of all interior/exterior light bulbs and tubes supplied by Landlord. All bulbs and tubes must be operational at the time the Tenant vacates the unit. Colored bulbs are not allowed in front door or back door exterior light fixtures. Tenants may not remove front or back door exterior light bulbs or globes. Landlord reserves the right to impose a reasonable charge for replacement of front or back door exterior light bulbs or globe if removed. Tenant needs to submit a Work Order for assistance in replacing fluorescent or other bulbs.
8. **FLOORING.** Use caution with the following substances as they will bleach/stain your flooring; fingernail polish remover, acne medicine, bleach, plant food, Kool Aid- and grape juice.
9. **COUNTERTOPS.** Tenants shall not use the countertop as a cutting board. Tenant shall use caution to not stain the countertop.
10. **AIR CONDITIONING FILTERS.** Landlord shall have the return air filters changed in a manner deemed appropriate to Landlord to ensure proper maintenance of the heating and cooling units. Landlord shall be entitled to enter the unit to perform such maintenance.
11. **GENERAL MAINTENANCE.** Tenant shall keep and maintain the unit in a clean, safe, orderly, sightly, and sanitary condition. Tenant is responsible for promptly reporting any damage done or need for repair to unit to Landlord. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Tenant shall close windows and doors during the absence of Tenant and during inclement weather to avoid damage or loss. Tenant is liable for any damage to interior resulting from failure to exercise reasonable care.
12. **SAFETY.** Tenant shall immediately notify Landlord in writing of any burned-out exterior lights, faulty locks (including windows), or lost keys. Tenant shall immediately report to police and then Landlord any suspicious persons, storage vehicles, or unusual activities in or about the community. Prior to allowing entry into the unit, Tenant shall request credentials from all maintenance personnel. Tenant will keep doors closed and locked at all times.
13. **SOUND AND COMMON AREAS.** Tenant shall respect the privacy of all other Tenants in the community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible or "felt" outside the unit, is permitted. No band instruments shall be played in the unit or in the community. No music lessons, either vocal or instrumental, shall be permitted on the unit or the community. No CB base stations or radio or television or wires are permitted outside the unit. No wiring or cables whatsoever other than those furnished by Landlord with the unit is permitted. Accordingly, no obnoxious, boisterous, or offensive activity shall be carried on, in or around any unit or the community. Each Tenant, his family and guests shall refrain from any act or use of the unit or community which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other Tenant of the community. The Landlord acknowledges the right of Tenant to entertain friends and to have parties

inside the unit , but requires that order and tranquility prevail. No obscene, indecent, or lascivious conduct shall be permitted whatsoever within the community or within the unit when such conduct can be seen or overheard by persons adjacent to or in the common areas. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the community, in the parking lots, or at the entrances to the community. No motor vehicle of any type or description and no bicycle shall be permitted upon the community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycle shall be permitted within the parking lots except in the areas designated for it.

14. **SOLICITATION.** Solicitation shall not be permitted anywhere in the community or on the sidewalks adjacent to the community, either by Tenants or outside solicitors for business purposes, political purposes or for religious purposes. Please report all violators to the office immediately.
15. **AMENITIES.** Use of the pools shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Tenant and Tenant's family and guests, if permitted. To the extent permitted by Applicable Laws, Tenant does hereby release, relinquish, discharge and indemnify Landlord and Landlord's authorized representatives, and hold Landlord and Landlord's authorized representatives **harmless against all claims for personal injury sustained by Tenant and Tenant's family and guest in their use and enjoyment of the pool or other provided facilities within the community.** This section does not exculpate or limit the liability or costs of the Landlord or Landlord's authorized representative arising as a result of the Landlord or a management company's willful misconduct.
16. **SPRINKLER SYSTEM.** Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Tenants must be careful not to trigger the overhead sprinkler system in units. A simple depression of the sprinkler head will result in a total the draining of water from the system. Landlord will not be responsible for any personal property or other damages incurred from such situations. Tenant will be responsible for the payment of all damages from activating the system, which could include damage to surrounding units and the entire building.
17. **FLOORING REPLACEMENT.** Tenant(s) agrees to be responsible for the full cost to replace the flooring in the unit and bedroom designated above for excessive damage. If unit's Common Area flooring should need replacing, the replacement will be of similar and like material and the Tenant will share the cost of replacement in equal amounts with other residing Tenants sharing the unit's Common Area. The cost of flooring replacement for this floor plan will be determined at move-out and subject to current market rates by vendor. At move-out, if the flooring must be replaced due to pet damage, the assessed cost to Tenant(s) will be actual cost to replace the flooring charged by the contractor to the unit(s) and any other charges that may result from a pet. In the event that Tenant does not pay such sum within ten (10) days of being notified that such sum is due, either through a security deposit disposition notice or otherwise, Landlord shall be entitled to pursue any and all rights and remedies provided for in the Lease to collect such sum from Tenant including, but not limited to, filing suit to recover such sum and reporting such sum as being due to the appropriate credit reporting agencies.
18. **PACKAGE RELEASE. TENANT AGREES TO THE FOLLOWING: I GIVE PERMISSION TO THE LANDLORD, LANDLORD'S REPRESENTATIVES, MANAGING AGENTS, AND EMPLOYEES TO ACCEPT PACKAGES ON MY BEHALF. I ALSO HOLD HARMLESS AND UNDERSTAND THAT THE LANDLORD, LANDLORD'S REPRESENTATIVES, MANAGING AGENTS, EMPLOYEES AND ALL OTHER SUBSIDIARIES ARE NOT LIABLE OR RESPONSIBLE FOR THE ACCEPTANCE OF SUCH PACKAGES THAT ARE DELIVERED TO TENANT(S) BY THE UNITED STATES POSTAL SERVICE, UPS®, FEDEX®, FEDEX EXPRESS®, OR ANY OTHER MAIL DELIVERY SERVICE.**

THIS SHALL INCLUDE PACKAGES THAT ARE DELIVERED TO THE LEASING OFFICE OR THAT ARE LEFT OUTSIDE THE TENANT'S UNIT BY THE DELIVERER. TENANT(S) SHALL BE RESPONSIBLE FOR NOTIFYING SENDERS OF THE PROPER ADDRESS (INCLUDING UNIT NUMBER) AND DELIVERY METHODS TO ENSURE THE PACKAGE IS RECEIVED.

IN ADDITION, I FULLY UNDERSTAND THAT THE LANDLORD, LANDLORD'S REPRESENTATIVES, MANAGING AGENTS, AND EMPLOYEES HAVE THE RIGHT TO REFUSE ACCEPTANCE OF ANY PACKAGE(S) AND RETURN ANY PACKAGES IF NOT REMOVED FROM THE MANAGEMENT/LEASING OFFICE WITHIN 3 BUSINESS DAYS AND THAT PACKAGE SERVICES ARE AVAILABLE AS A COURTESY TO TENANTS ONLY. ALL OTHER PACKAGES/MAIL WILL BE RETURNED TO SENDER.

19. **PRIVACY POLICY.** The purpose of this policy is to outline some of our procedures relating to the confidentiality and security of sensitive personal information, including social security numbers, disclosed to us by prospective and existing Tenants. For the purposes of this policy, the term "sensitive personal information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number; (ii) driver's license number or government issued- identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account. This term does not include publicly available information that is lawfully made available to the general public from the federal government or a state or local government.

- Collection and use of sensitive personal information. When you apply to rent a bedroom or unit in our community, we will ask you to disclose certain sensitive personal information on your rental application and possibly other lease documentation. This sensitive personal information will be used by us for business purposes including confirmation of your identity, determination of your eligibility for rental, and collection of amounts you owe.
- Protection and access to sensitive personal information. We will keep the sensitive personal information you provide to us in our files. If you become a Tenant in our community, we will keep the sensitive personal information in a Tenant file. If you do not become a Tenant, we will keep your sensitive personal information in a general file. Personnel with the Landlord and management company, if applicable, will have access to our files. We also reserve the right to disclose sensitive personal information for business-related reasons to others such as independent contractors, credit reporting agencies, collection agencies or prospective purchasers or their agents in a manner allowed by law.
- Disposal of records containing sensitive personal information. It is our policy to dispose of records that contain sensitive personal information by shredding, erasing, or by other means making the sensitive personal information unreadable or undecipherable.
- Taking corrective action. In the event that you experience identity theft or we discover that there has been unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information, as defined above, we will comply with all applicable law with respect to taking appropriate corrective action.
- This policy has been designed to meet the requirements of applicable law with respect to the adoption of a privacy policy. Nothing contained in this policy shall constitute a representation or warranty of any type whatsoever that sensitive personal information will not be misplaced, duplicated, or stolen. No liability is assumed with respect to any such occurrences.

20. CONTROLLED ACCESS GATE NOTIFICATION. For and in consideration of the Lease of which these Rules are a part, the undersigned Tenant certifies that he or she has read and understands and agrees to the following:

Tenant acknowledges that if Landlord has furnished a controlled access gate ("Gate") at the community, it is for the sole purpose of protecting the community and not for Tenant's security; any benefit Tenant may receive is only incidental to the purpose of protecting the community. The installation or use of the Gate shall not in any way prevent Landlord, at any time, from permanently removing the Gate. Landlord has absolutely no obligation to continue to maintain the Gate and should Landlord elect at any time to remove the Gate, Landlord shall be under no obligation to notify Tenant of the removal and the removal shall not be a breach of any express or implied warranty, covenant, or obligation. Tenant represents and warrants that Tenant understands how to use the Gate and how the Gate functions. Tenant further represents and warrants that Tenant shall not act in any way to impair the use or function of the Gate. Tenant will notify Landlord should Tenant discover that the function of the Gate is impaired.

Tenant acknowledges that Tenant's security is the Tenant's responsibility and the responsibility of the local law enforcement agency. In the event that Tenant needs police protection of any kind, Tenant will contact the local law enforcement agency. Tenant should not contact the answering service or management office for Tenant's security needs for this will only delay the response time. Landlord's installation or use of the Gate does not constitute a voluntary undertaking, representation, or agreement by Landlord to provide security for Tenant and his or her guests and/or invitees. There is absolutely no guaranty that the presence of the Gate will in any way increase Tenant's personal security or the safety of his or her guests and/or invitees or their respective belongings. The Gate is a mechanical device and can be rendered inoperative at any time.

21. TANNING DEVICE AND RELEASE. I ACKNOWLEDGE THAT I HAVE READ AND THAT I AGREE TO USE PROTECTIVE EYEWEAR AND FOLLOW THE OTHER PRECAUTIONS WHEN USING THE TANNING DEVICE. ON BEHALF OF MYSELF, MY FAMILY, HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, I ASSUME THE RISK FOR ANY INJURY, DAMAGE (INCLUDING DEATH) OR ACCIDENT, WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDLORD AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO MY USE OF THE TANNING CENTER, INCLUDING, BUT NOT NECESSARILY LIMITED TO, ANY OF MY USE OF THE TANNING CENTER. THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO LANDLORD).

22. INTERNET AGREEMENT.

In general, the Rules prohibit uses and activities involving services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of internet service (collectively the "Service") by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, customer equipment, or the community's equipment, either individually or in combination with one another, to:

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting, or disseminating information, data or material which is libelous, obscene, unlawful, threatening, or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;

- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the Landlord;
- Transmit unsolicited bulk or commercial messages commonly known as "spam";
- Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- Participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- Collect responses from unsolicited bulk messages;
- Falsify, alter, or remove message headers;
- Falsify references to your community or its network, by name or other identifier, in messages;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- Violate the Rules, regulations, or policies applicable to any network, server, computer database, or website that you access.

Technical Restrictions

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- Use and installation of any unauthorized wireless access device or router is prohibited unless authorized by management. If any device is found it must be removed and failure to do so within 48 hours could result in a \$100.00 fine. Management also reserves the right to remove any such devices if the Tenant does not do so within the time period prescribed.
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Distribute programs that make unauthorized changes to software (cracks);
- Use or run dedicated, stand-alone equipment or servers from the leased premises that provide network content or any other services to anyone outside of your leased premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- Use or run programs from the leased premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and noncommercial Residential use;
- Service, alter, modify, or tamper with the community's equipment or service or permit any other person to do the same who is not authorized by Landlord or Landlord's representative.

Network and Usage Restrictions

- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose, or knowledge, to the Service or any property (or property supplier) host, server, backbone network, node, or service, or otherwise cause a performance degradation to any property (or property supplier) facilities used to deliver the Service;
- Resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial Residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
- Connect the property equipment to any computer outside of your unit;
- Interfere with computer networking or telecommunications service to any user, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- Accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP

- Address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

PLEASE NOTE: By signing these Rules, Tenant agrees that Tenant shall not engage in a course of conduct that materially interferes with our right under the Lease to provide internet to the community and/or inhibit bandwidth or otherwise provided to the community. Tenant agrees to abide by all terms listed in these Rules and/or any internet agreement and agrees not to violate any usage restrictions or other unacceptable activities acknowledged by Landlord. Tenant will be liable for all actions and/or inactions, as well as those of invitees and guests, which hinder Landlord's right to provide cable and internet to the community and/or inhibit bandwidth or otherwise provided to the community. Landlord reserves the right to charge back reasonable costs associated with vendors and/or actions required to trace violations of internet agreement back to Tenant and/or invitees and guests of Tenant.

LANDLORD RESERVES THE RIGHT AT ANY TIME TO MAKE CHANGES TO THESE RULES AS LANDLORD SHALL IN ITS JUDGMENT DETERMINE TO BE NECESSARY FOR THE SAFETY, CARE, AND CLEANLINESS OF THE UNIT AND FOR THE PRESERVATION OF GOOD ORDER, COMFORT AND BENEFIT OF TENANTS IN GENERAL AND FOR THE EFFICIENT OPERATION OF THE COMMUNITY.

ADDENDUM B TO RESIDENTIAL LEASE

AGREEMENT OF USE OF COLLEGE TOWN SAN MARCOS AMENITIES

The following Agreement of Use of College Town San Marcos Amenities (hereinafter referred to as "Addendum B") is a binding part of Tenant's Residential Lease. Landlord provides Addendum B for Tenant's benefit and the benefit of the other Tenants of the community. Tenant understands that any violation of any of Addendum B causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Tenant further understands that any violation of one of Addendum B constitutes a default under the Lease. In accordance with Tenant's Lease and Addendum B, Tenant will be charged for violation of Addendum B to the fullest extent permissible by law in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's Total Monthly Installment.

Exterior Amenity Area Rules

Pool and Pool Deck Guidelines

- The pool and pool deck areas are open daily. Check with the Leasing Office for details. Hours are subject to change by Management.
- No lifeguard is on duty. All persons using the pool do so at their own risk. Always swim with a friend rather than swimming alone.
- Guests must be accompanied by the Tenant at all times when on property. No more than one (1) guest per Tenant is allowed in the pool and on the pool deck at any time.
- Both Tenants and guests of Tenants must wear the amenity wristband provide by Management at all times while in the pool/pool deck area.
- Management will not be responsible for loss of or damage to personal property of any kind.
- Management will not be responsible for any personal injury that may occur while using the pool.
- For safety, Tenant and guests of Tenants must keep all gates closed.
- Pets are not allowed in the pool or pool deck areas.
- Use plastic or paper containers only. Glass is not permitted. Management reserves the right to assess any fines within reason for breaking this policy. Glass on pool deck is an automatic \$250.00 fine. If glass is broken, fines can be up to \$10,000.00 depending on occurrence and damage to the pool, lining, filtration system, etc. that glass can cause.
- If glass is found in the pool area, Landlord reserves the right to close the pool for a minimum of two (2) days, or longer, if necessary, until it has been confirmed that no damage has occurred to the pool, liner, filtration system, or related equipment, and the pool has been deemed safe for Tenant use.
- The cost to repair or replace any property damage to the pool, pool equipment, furniture, fire pits, or grills will be charged to the responsible Tenant(s).
- All posted signage must be observed by Tenant and Tenant's guests.
- Regular swimsuits must be worn at all times; no cut-offs or T-shirts are allowed in the pool. Only proper swimming attire is allowed.
- Because Tenants share the pool and amenity areas with others, Tenants and guests must keep noise levels down, cover pool furniture with a towel when using suntan oils, leave the pool furniture in pool areas, and dispose of trash properly.
- NO smoking in the pool or pool area.
- NO climbing on, attaching anything to, or otherwise altering pool furniture, grills, or cabanas in the pool area. Any damages caused will be charged to all Tenants involved.
- NO jumping or diving off of furniture, structures or any other items is permitted.
- NO running, pushing, wrestling, ball playing or causing undue disturbance in or about the pool area.
- NO littering. All trash must be placed into the provided waste receptables each time you leave the pool area.
- NO bicycles, skateboards, roller skates, or hoverboards allowed in the patio or pool deck area.
- NO profanity or disorderly conduct.
- The pool will be closed for scheduled cleaning and maintenance throughout the year.
- At its sole discretion, Management reserves the right to close the pool at any time due to equipment breakdown, operational difficulties, or inclement weather.
- Fire pits must be turned off after each use and should never be left unattended.
- Anyone in the pool area after hours will be fined \$100.00 for trespassing for the first and second offenses; loss of pool privileges will occur after the second offense.
- Pool users are required to use the upper amenity door closest to the game room.

Dog Park Guidelines

- The Dog Park is for use by Tenants and their pets only. No guests and their pets are allowed.
- Tenant must remain in the Dog Park with their dog at all times.
- Use the Dog Park at your own risk.
- Tenants are responsible for the actions of their dogs at all times.
- Keep an eye on your dog at all times. Use this time to play and interact with your dog.
- Dog waste must be cleaned up IMMEDIATELY. Dog owners that do not dispose of pet waste can be fined \$100.00 per occurrence.
- Aggressive and/or sick dogs are prohibited in the Dog Park at all times.
- Glass is prohibited in the Dog Park.
- Tenants using the Dog Park must abide by all rules and regulations on posted signage.

Interior Amenity Area Rules

General Clubhouse Guidelines

- Management will not be responsible for loss or damage to personal property of any kind.
- Management will not be responsible for any personal injury of any kind that may occur.
- No smoking is allowed in the Clubhouse.

Tanning Booth Guidelines

- The Tanning Booth is available for Tenant use only during regular office hours.
- Guests are not allowed to use the Tanning Booth.
- Tenants using the Tanning Booth must first check in at the Front Desk and be admitted to the Tanning Booth by a College Town Communities employee.
- Tenant use of the Tanning Booth should be preceded by a consultation with a physician or licensed medical professional if Tenant is pregnant, may be pregnant, or is using prescription or non-prescription medications, including birth control pills, have a history of skin problems, or is especially sensitive to sunlight.
- Protective eyewear must be used at all times during the tanning session. Failure to use adequate protective eyewear may result in severe burns or long-term injury to the eyes.
- For the safety of Tenants and the courtesy of others, Tenant cannot use the Tanning Booth more than once per 24-hour period.
- Only one Tenant may use the Tanning Booth at a time.
- Food, glass containers, and any fragile, breakable items are strictly prohibited in the Tanning Booth.
- Tenants should remove all towels and personal items from the Tanning Booth after use.
- Tenants using the Tanning Booth must abide by all rules and regulations on posted signage.

Fitness Center Guidelines

- The Fitness Center is for Tenant use only.
- The Fitness Center is open 24 hours with a Tenant access key.
- Drinks are permitted if carried in unbreakable, spill-proof containers, i.e., no glass containers allowed. If any liquids are spilled, contact the Front Desk immediately.
- No pets/animals are allowed in the Fitness Center.
- The use of clean, indoor, non-marking sports shoes is mandatory on exercise apparatus.
- Tenants must observe the 30-minute time limit on all cardio equipment if every machine of that type is in use.
- Dropping of weights and other misuse of equipment is prohibited.
- Music must be played through headphones only; no speakers permitted.
- Tenants must clean the exercise apparatus after each use with the cleaning products supplied by Management.
- If you are unfamiliar with the use of the equipment, please ask the Front Desk for help and refrain from using it until you receive proper instructions.
- Tenants must report damaged or dangerous equipment to the Leasing Office immediately.
- Owner and Management are not responsible for loss, damage, or injury.
- Horseplay, wrestling, or causing an undue audible or physical disturbance in the Fitness Center will not be tolerated.

- Any person who is, in the sole judgement of Manager, under the influence of alcohol or other drugs will be asked to leave the Fitness Center.
- The cost to repair or replace any property damage in the Fitness Center due to user negligence or deliberate acts will be charged to the responsible Tenant(s).
- There will be a ZERO TOLERANCE policy for those not following these Fitness Center Rules. Any Tenant who violates any of these rules will lose their privilege to enter or use the Fitness Center for a minimum of a 30-day period.
- Tenants using the Fitness Center must abide by all rules and regulations on posted signage.

Business Center and Game Room Guidelines

- The Business Center and Game Room are for Tenant use only.
- Owner and Management are not responsible for loss, damage, or injury.
- The interior space is open 24 hours with a Tenant access key. Hours subject to change.
- The printer is for Tenant use only.
- Do not use your own paper in the printer. Ask Front Desk Staff to provide paper when the printer is empty.
- Computer equipment is not to be removed from the Business Center for any reason.
- Any issue with equipment must be reported to Management immediately.
- Report damaged equipment to the Front Desk immediately.
- TVs must not be tampered with and are controlled by Management.
- ALL table game equipment must be returned to the designated storage area after use.
- Billiard/ping pong balls are not to be thrown or to leave the table area.
- Specific table game equipment is not to be removed from table area.

ADDENDUM C TO RESIDENTIAL LEASE

AGREEMENT OF USE OF COLLEGE TOWN SAN MARCOS BALCONY AND PATIO SPACES

The following Agreement of Use of College Town San Marcos Balcony and Patio Spaces (hereinafter referred to as "Addendum C") is a binding part of Tenant's Residential Lease. Landlord provides Addendum C for Tenant's benefit and the benefit of the other Tenants of the community. Tenant understands that any violation of any of Addendum C causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Tenant further understands that any violation of one of Addendum C constitutes a default under the Lease. In accordance with Tenant's Lease and Addendum C, Tenant will be charged for violation of Addendum C to the fullest extent permissible by law in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's Total Monthly Installment.

Improper usage of a balcony could result in death and/or serious personal injury. The safety of our residents is important to us. Landlord and Landlord's agents encourage good judgment, attention to common sense, and strict adherence to the following rules.

Balcony and Patio Rules

To reduce the risk of collapse, fire hazards, and other safety concerns and to ensure a pleasant living experience for ALL residents, Resident(s) and their guest(s) shall fully comply with the following rules. Failure to abide by these rules and/or immediate action by Resident to remedy violation of these rules should they be noted by Landlord will result in fines and/or other legal repercussions.

- Resident(s) should always exercise control over balcony usage. Never overload the balcony with excessive weight. Always limit the number of people and personal items on a balcony. Careful consideration should be made of the amount of weight on the balcony at any one time. A balcony should only be used by a few individuals at a time factoring in the weight of outdoor furniture, planters, or other items already on the balcony. If you have guests in your apartment, you are responsible for exercising caution and limiting the number of guests and invitees on your balcony. To avoid the possibility of overload, you should consider not using your balcony if you expect numerous guests or invitees.
- An apartment balcony is only designed for light residential traffic or "load," meaning a few people. Landlord reserves the right to impose responsible fines for the violation of this provision.
- Never sit or lean against or over the balcony or patio rails.
- Never use a balcony or patio for storage.
- Never hang anything from the balcony or patio rails.
- Use caution when watering plants so that excessive water does not leak onto other nearby balconies or patios.
- Use caution so that nothing has the potential to fall from your balcony. Factor in the possibility of a sudden weather/wind event when keeping personal items on the balcony.
- Residents and residents' guests agree that no object of any type, including any and all types of liquids, shall be dropped or otherwise ejected from balconies/patios, including but not limited to cigarettes or cigarette butts, matches, bottles, cans, food, or garbage.
- Do not use combustible fertilizers or potting materials in your planters. Only use natural dirt.
- Patios and balconies are to be kept in a clean and neat condition at all times. No trash containers, trash bags or litter boxes, cigarette trays, etc. are allowed to be kept or stored on any patios/balconies at any time. All trash must be disposed of in a timely manner, not stored on balconies/patios.
- Only furniture specifically manufactured for outdoor use is allowed on patios and balconies. No Landlord-provided interior furniture is to be used OR stored on patios and balconies.
- No bikes and/or motorcycles or any other motorized vehicle are allowed to be kept on any patios or balconies at any time.
- Resident(s) shall be responsible for the conduct as well as all costs, damages, and claims associated with improper use of the balcony or patio by the Resident(s) or their guest(s).
- Any Resident witnessing the improper use of a balcony or patio or other concern within the apartment community shall immediately report it to the Landlord or Landlord's agent.
- Never climb on, over, or around an apartment balcony.
- Pets/animals shall not be tied/tethered to any fixed object on balconies/patios.

- Dogs are allowed on balconies/patios only when accompanied by the Resident.
- Cats are not allowed on balconies/patios.
- Resident shall not allow pets/animals to defecate or urinate on balconies or patios.
- Pets/animals must be fed and watered inside the Leased Premises, not on balconies and patios. Pet food and/or water may not be left outside the Leased Premises at any time, including on balconies and patios.
- Resident may not hang clothes, rugs, towels, banners, signs, graphics, insignias, or other items from balcony or patio walls, roofs, railings, or ledges.
- Residents and guests using the balcony/patio shall be respectful of their neighbors and keep noise to a minimum. Shouting from one balcony/patio to another is not allowed.
- Per local municipal ordinances, the following rules apply to grills, portable fire pits, and patio campfires:
- No grills (whether charcoal, gas, or other type) are allowed on any balcony or patio.
- Cooking is not permitted on any balcony.
- Portable fire pits, patio campfires, fire pit kettles, or other such products are not allowed.

ADDENDUM D TO RESIDENTIAL LEASE

AGREEMENT OF USE AND PAYMENT OF COLLEGE TOWN @ TEXAS STATE UTILITIES

This is an addendum to the Lease and controls in the event of conflict with the Residential Lease ("Lease"). All capitalized terms not otherwise defined in this Addendum E to Residential Lease ("Addendum") will have the same meaning as given in the Lease.

1. PAYMENT OF UTILITIES. Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes, and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services, and costs will be as indicated below:

a. Electric service and associated fees will be paid:

☐ By Landlord, entirely

☒ By Landlord, up to a maximum of \$0.00 per month per leased unit. Any remainder will be charged to Tenant through Landlord or a billing company using one of the following methods:

☒ Direct-metered. Please see the description below.

☐ Sub-metering. Please see the description below.

☐ Flat Rate, the current flat rate is \$ per month.

☐ Allocation: Please see the description below.

☐ By Tenant, directly to the service provider.

b. Water/Sewer service and associated fees will be paid:

☐ By Landlord entirely

☒ By Landlord, up to a maximum of \$0.00 per month per leased unit. Any remainder will be charged to Tenant through us or a billing company using one of the following methods:

☐ Direct-metered. Please see the description below.

☐ Sub-metering. Please see the description below.

☒ Allocation: Occupants. Please see the description below.

☐ By Landlord, directly to the service provider.

☐ By Landlord, Flat Rate, the current flat rate is \$ per month.

PUC rules requires the Owner/Landlord to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ per unit, varying from \$ for the lowest month's bill to \$ for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of Tenants, and other unpredictable factors.

d. Trash service and associated fees will be paid:

☒ By Landlord entirely

☐ By Landlord, up to a maximum of \$ per month. Any remainder will be charged to Tenant through us or a billing company using one of the following methods:

☐ Flat Rate, the current flat rate is \$ per month.

☐ Allocation: . Please see the description below.

☐ By Tenant, directly to the service provider.

f. Internet service and associated fees will be paid:

☒ By Landlord entirely

☐ By Landlord (public wireless only) – dedicated service will be paid by Tenant, should Tenant elect to establish service

☐ By Tenant, directly to the service provider, should Tenant elect to establish service

Note that if Tenant resides in an area that offers deregulated utility services, Tenant may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all Tenants in the unit agree to use that provider on one bill). Should Tenant wish to change the billing option to use a deregulated provider during the course of the Lease term, Tenant must notify Landlord in writing. No change in billing options is permitted until all Tenants have paid all amounts due under the current option and until Tenant has signed a new Utility Addendum. If Tenant chooses to change from Landlord's billing option to the provider option, Tenant will not receive a refund of any portion of any previously paid administrative fees, if applicable.

2. DEFINITION OF TERMS. The following are the applicable descriptions of the billing method(s) indicated above, minus any cap, if applicable:

Direct-Metered. Landlord will remain the customer of record for the direct-metered utility. The local utility provider measures the utility usage in each apartment unit and bills Landlord directly pays for such charges. Charges for each unit will be divided by the number of days each bed was leased in each unit to come up with each Tenant's charge. Charges may include all utility and other miscellaneous charges included on the utility provider statement that would be charged as though Tenant were the customer of record. All line items that appear on the utility bill will be billed back to Tenant including, but not limited to, trash, taxes, stormwater, and all other miscellaneous charges.

Sub-Metered. The Leased Premises is sub-metered to determine water/sewer usage. Tenant will pay for utility service based on the apartment unit's consumption measured by a submeter. The sub-metered charges will be determined using either of the following methods:

a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total Tenant consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the submeter in Tenant's unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each Tenant's charge.

b. The apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each Tenant's charge.

Allocation. Tenant will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by Landlord from the local utility will be used to calculate the charges per Tenant. Tenant's allocated charges will be determined using one of the following methods below:

a. 50/50 Occupants. Fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each Tenant's charge. The remaining fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each

apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each Tenant's charge.

b. Square Footage. The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each Tenant's charge.

c. Occupants. The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each Tenant's charge.

d. Factored Occupants. The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one Tenant will be considered to have one occupant; a unit with two Tenants will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each Tenant's charge.

3. If an allocation formula above is used, Landlord or Landlord's billing company will calculate Tenant's allocated share of the utility services in accordance with state and local laws. If allowed by state law, Landlord, at Landlord's sole discretion, may change the above methods of determining Tenant's allocated share of the utility services, by written notice to Tenant.

If a flat fee method for trash or other utility service is used, Tenant and Landlord agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

4. Tenant agrees that Landlord may estimate any and all utility charges above upon Tenant's move-out (or at any other time) and such amounts shall be deemed final. Tenant is responsible for all setup, deposits, and activation fees of all utilities not paid for by Landlord. The billing methods described above may be changed by Landlord by providing Tenant with 60 days prior written notice, and Tenant acknowledges that in certain situations it is necessary to make a change to the billing method.

5. At Landlord's option, Landlord may bill utilities through a utility billing company or directly by Landlord. These utility charges will be considered as additional rent. For utilities billed directly by Landlord's billing company, Tenant must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not Landlord bills Tenant directly or through a utility billing company, Tenant agrees that the actual cost to Landlord and/or Landlord's billing company when Tenant fails to pay the utility bill on time is difficult or impossible to determine, but Tenant agrees that in the event of a late payment, Landlord and/or Landlord's billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether Landlord bills Tenant directly or through a utility billing company, utility payments are due as additional rent each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle the Landlord to exercise all remedies available under the Lease. The Landlord is entitled to use Tenant's security deposit, if available, to recover unpaid utility charges.

6. In the event that Tenant is responsible for all or a portion of electric, water, sewer, trash, or gas charges pursuant to this Lease (to either Landlord or the local utility or utilities), Tenant expressly agrees to pay a monthly fee of \$5.00 per Tenant per monthly bill in connection with such utility billing services. Any disputes related to the computation of Tenant's bills will be between Tenant and Landlord.

7. GENERAL INFORMATION:

- a. Any disputes relating to the computation or accuracy of Tenant's bills are between Tenant and Landlord, rather than the utility. Tenant is encouraged to file billing disputes in writing with the person identified on Tenant's bill to contact about disputes – usually Landlord or a billing company.
- b. During reasonable business hours, Tenant has a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of Tenant's respective period's utility billings; (iii) calculations of average utility costs; (iv) Tenant's sub-meter readings and the readings from Landlord's master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow Tenant to verify Landlord's billings for utilities to Tenant.
- c. Landlord will use reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after Tenant informs Landlord, in writing, of the issue. If the respective utility in the common area is not metered, Landlord will use reasonable efforts to have any leak repaired within seven (7) days after Landlord becomes aware of the issue.

8. Payment for Tenant's respective utilities is due no later than sixteen (16) days after the date that the bill is received. In order to avoid late fees, all amounts are due by or before the 1st of the monthly billing cycle. Tenant is required to pay the amount due, as additional rent, to the same place that Tenant makes regular rent payments. If Tenant's payment is late, is returned, or if there is no payment received, Tenant is in default under this Lease and is subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease that are available to Landlord.

9. Utilities not paid by Landlord must remain in Tenant's name through the Lease end regardless of whether Tenant has moved out, except and unless Tenant has relet the leased premises pursuant to the terms of the Lease. Refusal to maintain utility service in Tenant's name, when required to do so, will constitute a violation of the Lease, and Landlord may exercise all remedies available to Landlord under the Lease.

10. If Tenant fails to place all applicable utilities in Tenant's name as of the starting date of the Lease term and Landlord is subsequently charged with utility charges attributable to Tenant's occupancy, then Tenant shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Landlord for Tenant's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Tenant and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

11. Landlord may furnish to the premises a terminal, or where applicable, wireless access, for Tenant's connection to an internet service provider. When Landlord provides internet access, Tenant may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. Landlord is not responsible for the purchase of these items and cannot guarantee compatibility with any device Tenant may have. If Tenant is in violation of the Lease or of an internet service provider's terms and conditions of service, Landlord has the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the premises. Landlord is not liable for any interruption, surge, inability to connect, failure or the internet provider to

provide such services, nor for any damages, directly or indirectly related to such matters. Landlord is also not liable for, and Tenant agrees to take sole responsibility for, and to indemnify, defend and hold Landlord and its employees harmless from, any damages or claims Tenant or any other person may suffer or have as a result of Tenant's use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.

12. Tenant agrees not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Landlord to exercise all remedies available under the Lease.

13. Landlord is not liable for any losses or damages Tenant incurs as the result of outages, interruptions, or fluctuations, in utilities provided to the Leased Premises unless such loss or damage was the direct result of gross negligence of the Landlord and/or its employees. Tenant releases Landlord and its employees for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

14. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. Landlord will not be in default under any provision hereof unless Tenant has provided Landlord with written notice of the specific issue and Landlord has failed to cure such matter within a reasonable time after receipt of Tenant's notice.