



**RESIDENTIAL LEASE AGREEMENT
BASIC TERMS:**

DATE OF LEASE: _____

Landlord: DRI/CA Columbia, LLC (a/k/a Rise on 9th)
Property Manager's Management Office Address: 915 Locust Street

Tenant: _____

Landlord agrees to rent and **Tenant** accepts this **Lease** on the following Conditions:

This is a **Joint and Several Lease with Individual Rent Responsibility**. All **Tenants** in the **Unit** are jointly responsible for all obligations under this **Lease** except for **Rent**, the **Security Deposit** amount (if required) and any **Fees**, which are the individual responsibility of each **Tenant**.

PROPERTY:

Landlord agrees to rent to **Tenant** the following **Unit** at:

- a. Apartment Property: Rise on 9th
- b. **Unit:** **Tenant's** specific Building, **Unit** and Bedroom will be assigned to **Tenant** by **Landlord** prior to the beginning of the **TERM** listed in the **Basic Terms**
- c. ADDRESS OF **Unit:** 915 Locust Street
- d. Desired **Unit & Bedroom** Description:
 - 1. Unit Type: _____ bed(s) _____ bath(s)
 - 2. Floor Plan Style (ex. A, B, or C, or D): _____
 - 3. Bedroom Type (Standard or Master): _____
 - 4. Level (Terrace or Penthouse): _____

TERM: "Starting Date" of Lease Term: _____ "Ending Date" of Lease Term: _____

- a. The term of this **Lease** shall commence at 12:00 p.m. on the Starting Date and shall end at 8 a.m. on the Ending Date. This period is referred to as the "**Term**."

FEES: In addition to paying **Rent**, **Tenant** agrees to pay **Landlord** the following NONREFUNDABLE fee:

- a. Application Fee: \$ _____ (The Application fee is not refundable for any reason)

RENT: The Base **Rent**, and any additional fees or charges payable by the **Tenant** will be referred to as "**Rent**". The Total **Rent** due for this lease **Term** is \$ _____ and **Rent** will be due and payable in twelve (12) equal installments, without offset or deduction, and **Tenant** agrees to pay **Rent** as outlined below.

DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:
August 1, 2017	\$ _____	February 1, 2018	\$ _____
September 1, 2017	\$ _____	March 1, 2018	\$ _____
October 1, 2017	\$ _____	April 1, 2018	\$ _____
November 1, 2017	\$ _____	May 1, 2018	\$ _____
December 1, 2017	\$ _____	June 1, 2018	\$ _____
January 1, 2018	\$ _____	July 1, 2018	\$ _____

ADDITIONAL TERMS AND AGREEMENTS: Additional Terms and Agreements, as well as Exhibits, are attached as subsequent pages to this Lease. This Lease consists of these Basic Terms, the Additional Terms and Agreements, and the Exhibits.

SIGNATURES AND ACCEPTANCE OF CONTRACT: This **Lease** and any addenda may be signed in counterpart signatures. The Lease application is incorporated into and deemed a part of the **Lease**. If there are any conflicts between this **Lease** and the application, then this **Lease** shall control. **Landlord** and **Tenant** agree to each and every term and condition in this **Lease**.

TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT BY SIGNING BELOW TENANT ACKNOWLEDGES AND AGREES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT.

LANDLORD:

OWNER'S REPRESENTATIVE Date

TENANT:

IF TENANT IS A MINOR ON THE DATE THE LEASE IS SIGNED:

Date

Parent/Legal Guardian Date

ADDITIONAL TERMS AND AGREEMENTS AND EXHIBITS FOLLOW THIS PAGE



ADDITIONAL TERMS AND AGREEMENTS:

1. PROPERTY AND OCCUPANTS.

The "Property" is defined as including each of the following:

- a. **Tenant's** use of a Bedroom in a **Unit** in the Apartment Property
- b. **Tenant's** shared use of the Common Areas in the **Unit** and the Apartment Property (for purposes of this **Lease**, "Common Areas" are those areas within the **Unit** to which **Tenant** has access without going into another Bedroom and, within the Apartment Property, those areas to which all **Tenants** have general access)
- c. **Tenant's** use of all appliances and furniture within the Common Areas of the **Unit**
- d. If Bedroom or **Unit** is furnished: **Tenant's** sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of **Tenant's** furniture within **Tenant's** Bedroom
- e. **Tenant's** shared use of the mailbox assigned to **Tenant** by the **Landlord**

Landlord has the right to relocate **Tenant** to another bedroom and/or Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that **Landlord** must relocate **Tenant**, **Landlord** agrees to exercise best commercial efforts to relocate **Tenant** to a comparable Bedroom and/or Unit. **Tenant** acknowledges and agrees that **Landlord** cannot guarantee that **Landlord** will relocate **Tenant** to a comparable Bedroom or Unit type. In the event **Tenant** is relocated to a different Unit type with lower market rent, the **Rent** will be modified to the **market rent** for such Unit type at the Building.

Tenant hereby acknowledges that roommate compatibility is the sole and exclusive responsibility of **Tenant**. In the event **Tenant** requests a room reassignment, **Landlord** will use reasonable efforts, but is under no obligation, to accommodate the request. All requests for room reassignment must be provided to **Landlord** in writing on the forms provided by **Landlord**. In the event **Tenant's** request for room reassignment is accommodated, **Tenant** will be responsible for an administrative charge of \$350.00.

2. UP-FRONT FEES.

No "Fee" described on the first page of this Lease is a "security deposit" or other kind of deposit, no such fee is refundable for any reason, and no interest will be payable thereon. There is no security deposit required in connection with this **Lease**. Any major damage to the **Unit** beyond ordinary wear and tear (including, without limitation, large holes in walls, broken or damaged fixtures or appliances, or tears/cracks or other significant damage to flooring) may subject **Tenant** to additional financial obligations to **Landlord** that survive the **Term** of this **Lease**, such obligations being understood and accepted by **Tenant**. Notwithstanding anything herein, **Tenant** expressly and unequivocally acknowledges that **Tenant** is bound by all of the conditions and obligations of use of the **Unit** that are imposed by this **Lease**, including its **Addendums** and the applicable **Rules and Regulations**, and that **Tenant** will not engage in (or permit any invitees or guests of **Tenant** to engage in) conduct that might reasonably be expected to cause damage to the **Unit**.

3. RENT.

Tenant must pay Tenant's Rent on or before the 1st day of each month ("Due Date").

- a. **If Tenant doesn't pay all Rent before end of day (11:59 p.m.) on the 3rd day of each month, Tenant will be obligated to pay an administrative fee of \$50 commencing on the 4th day of such month and \$15 for each and every day until the account is paid in full or \$155 in late fees are accrued, whichever occurs first. Tenant acknowledges that the administrative fee is not a penalty and is charged as it is not possible to ascertain the cost to Landlord of Tenant's late payment. If Tenant does not pay Rent on or before the Due Date, Tenant will be in Default and all remedies under state law and this Lease will be available to Landlord.**
- b. **Tenant must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional Rent and lockout fees before the current Rent is credited.**
- c. **Tenant may not pay Rent in cash or by personal check. Tenant must pay Rent by money order, certified funds, online payment, electronic payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Tenant a receipt for rental payments made by money order. Landlord may, at Landlord's option, require at any time that Tenant pay all Rent and other sums in certified or cashier's check or money order.**
- d. Any accord, satisfaction, conditions or limitations noted by **Tenant** on or in any rental payment shall be null and void.
- e. **Tenant** is liable for all costs or charges associated with **Landlord** having to provide special services (unless required by law) to **Tenant** or at **Tenant's** request and for all fees or fines as described in Rules and Regulations.
- f. **Rent** payments are to be made payable to Rise on 9th.
- g. **Rent** must be paid to **Landlord** at the following address: 915 Locust Street, Columbia, Missouri 65201

4. RETURNED PAYMENTS.

If **Tenant's** payment is returned for any reason, including denial of payment, **Tenant**:

- a. must pay a charge of \$50.00 as **Additional Rent** for each and every payment that is returned or denied
- b. will be responsible for any late **Rent** charges retroactive to the due date listed in **Paragraph 3** and **Basic Terms**
- c. will be in violation of the **Lease** for failing to pay the **Rent** on time, unless the fee and any late **Rent** charges are paid within the notice requirements of local law

If during the term of this **Lease** two (2) of **Tenant's** payments are returned or denied to **Landlord**, **Landlord** will require that all **Rent** and other sums due and owing from **Tenant** be made payable to **Landlord** in either certified or cashier's check or money order



5. DEFAULT CONDITIONS OF LEASE (“DEFAULT”) BY TENANT.

Tenant is found in **Default** of this Lease if **Tenant**:

- a. fails to pay **Rent** or **Additional Rent** when it is due
- b. does anything which is not permitted by this **Lease**
- c. fails to do anything which is required by this **Lease**
- d. gives **Landlord** false information, including information or signatures on **Tenant’s** or the Guarantor’s/Co-signers rental application, on the **Lease** or on the Guarantor Agreement
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by **Tenant** or the other **Tenants** of the **Unit**
- f. **Tenant** fails to pay any fine within 3 days after it is levied in accordance with this **Lease** or the **Rules and Regulations**
- g. **Tenant** “**Abandons**” the **Unit**
- h. **Tenant** “**Terminates**” (as defined below) the **Lease** prior to the end of its Term
- i. fails to provide a **Guarantor** or other form of security as **Landlord** may require in its sole and exclusive determination

Tenant will have **Abandoned** the **Unit** when all of the following have occurred: (1) everybody appears to have moved out in **Landlord’s** reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in **Landlord’s** reasonable judgment; (3) **Tenant** has been in **Default** for non-payment of **Rent** for 5 consecutive days, or water, gas, or electric service for the **Unit** not connected in **Landlord’s** name have been **Terminated** or transferred; and (4) **Tenant** has not responded for 2 days to **Landlord’s** notice left on the outside of the main entry door stating that **Landlord** considers the **Unit Abandoned**. A **Unit** is also “**Abandoned**” 10 days after the death of a sole **Tenant**.

If **Tenant Abandons** the **Unit**, **Landlord** may take possession of the **Unit** and its contents. Except as otherwise provided by state or local law, **Landlord** may dispose of the contents and re-rent the **Unit** without obligation to **Tenant**. **Tenant** must pay the cost for removal and other associated costs.

Tenant shall be deemed to have “**Terminated**” this **Lease** if **Tenant**:

- a. fails to move in or to give written move-out notice
- b. moves out without paying **Rent** in full for the entire Lease **Term**
- c. moves out at **Landlord’s** demand because of **Tenant’s Default**
- d. is judicially evicted

6. ACCELERATION.

All monthly **Rent** for the rest of the **Lease** contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if **Tenant** is evicted from the **Unit**, **Abandons** the **Unit**, or **Terminates** the **Lease** as provided in Section 5.

7. OTHER REMEDIES.

In addition to all of **Landlord’s** other rights and remedies under state and local law and this **Lease**, **Landlord** may report unpaid amounts to credit agencies. If **Tenant Defaults** and moves out early, **Tenant** will pay **Landlord** any amounts stated to be rental amounts in **Basic Terms** and **Paragraph 3**, in addition to other sums due. Upon **Tenant’s Default**, **Landlord** reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for **Landlord’s** time, inconvenience, and overhead in collecting late **Rent** (but are not for attorney’s fees and litigation costs). **Tenant** must pay **Landlord’s** attorney’s fees and litigation costs. **Tenant** must pay all collection-agency fees if **Tenant** fails to pay all sums due within 10 days after **Landlord** mails **Tenant** a letter demanding payment and stating that collection agency fees will be added if **Tenant** fails to pay all sums by that deadline. **Landlord** may accelerate **Rent** – see **Paragraph 6**.

8. LEASE GUARANTEE.

Landlord reserves the right to require **Tenant** to provide **Landlord** a **Guarantee** executed by a qualified **Guarantor** acceptable to **Landlord**, in its sole and absolute discretion. The **Guarantee** for each **Tenant** must be delivered to **Landlord** simultaneously with the Lease. If **Tenant** does not meet residential rental criteria and is unable to provide an executed **Guarantee** acceptable to **Landlord** within the 7-day period, **Landlord** reserves the right to request other financial assurance which may include an accelerated **Rent** prepayment agreement.

Tenant will not be allowed to move-in without a complete **Lease** file including the **Guarantee**. If **Tenant** does not have a signed **Guarantee** form, **Tenant** is still liable for all **Lease** payments for the Term. **It is the Landlord’s option as to whether to accept the Guarantee or not. It is not the option of the Tenant as to whether or not to have the Guarantee completed and returned to Landlord.**

9. INSURANCE REQUIREMENT.

You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than \$100,000 per occurrence (“Insurance Requirement”).

Resident acknowledges that failure to supply proof of and maintain the Insurance Requirement hereunder shall be deemed a Default under the Lease, in accordance with Section 5 of the Lease. In such event, Landlord will send a written notice demanding that Resident cure the Default by procuring the required insurance coverage and supplying evidence of coverage to Landlord. Landlord shall have available to it all Remedies described in Section 7 of the Lease in the event of any such Default concerning Resident’s failure to comply with the Insurance Requirement. Without in any way limiting the foregoing, if Resident fails to supply evidence of compliance with the Insurance Requirement to Landlord by the date set forth in Landlord’s notice, Landlord shall have the right, but not the obligation, to procure liability only insurance



coverage on Resident's behalf on a monthly basis, and to charge Resident for the amount of the premium paid to the insurance company plus an additional administrative fee of not more than \$15 per month. The monthly premium and additional administrative fee will be considered additional rent under the Lease and will be charged to Resident on a monthly basis for as long as Resident is a Lessee and for as long as Resident fails to provide Landlord with evidence of compliance with the Insurance Requirement. Resident acknowledges that the coverage Landlord obtains as a result of Resident's failure to provide evidence of compliance with the Insurance Requirement may cost more than other insurance coverage the Resident can purchase elsewhere and may not provide as much coverage as Resident may choose to purchase for his/herself. Resident acknowledges that the insurance purchased by Landlord will NOT cover Resident's personal contents. If Resident provides evidence of compliance with the Insurance Requirement, the charge for the insurance obtained by Landlord and the additional monthly administrative fee will cease based on Landlord's insurance enrollment schedule, but in no event more than 30 days after Resident provides evidence of compliance with the Insurance Requirement. Resident acknowledges and agrees that the administrative fee for purchasing such insurance is a fair and reasonable estimate of the administrative costs Landlord will incur as a result of procuring the liability only insurance coverage for Resident. Resident acknowledges that the following circumstances shall also be considered events of Default under the Lease: Resident's failure to pay for the insurance coverage procured by Landlord and/or the additional administrative charge; or Resident permitting any independently procured insurance coverage to lapse during the term of the Lease, if Resident fails to obtain substitute insurance coverage that complies with the Insurance Requirement and/or provide Landlord with evidence of the replacement coverage.

10. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

Tenant expressly and unequivocally agrees to be liable to the **Landlord** and/or the **Landlord's** insurer in tort for damage to the **Unit** and the **Property**, including, but not limited to, fire and water damage caused by **Tenant's** conduct, or the conduct of **Tenant's** occupants, guest, licensees, invitees or agents. **Tenant** agrees to comply in all respects with any policy of insurance covering said **Unit** and the **Property** or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that **Tenant** is responsible for:

- a. all personal property of **Tenant** and **Tenant's** family, guests or persons invited by **Tenant** in or on the **Property**, including automobiles
- b. loss, damage, costs, injury or death caused by **Tenant** or **Tenant's** family, guests or persons invited by **Tenant** for the use of **Tenant's** property
- c. any claim due to acts or from any failure to act by **Tenant** or **Tenant's** family, guests or persons invited by **Tenant**
- d. payment for damages or costs to **Landlord** from any claim based upon the acts of **Tenant** or **Tenant's** family, guests or persons invited by **Tenant**

11. LANDLORD UNABLE TO GIVE POSSESSION.

- a. **Landlord** will not pay damages to **Tenant** if **Landlord** cannot give possession for reasons beyond **Landlord's** reasonable control.
- b. If **Landlord** is unable to give possession of the **Unit** to **Tenant** on the date when the **Lease** is to start, **Rent** will be abated on a daily basis during the delay. **Tenant** must pay **Rent** or **Additional Rent** for any part of a month that **Tenant** has possession.
- c. **Tenant** may end the **Lease** if possession of the **Unit** is not given to **Tenant** within 60 days of the date the **Lease** begins. **Tenant** must give notice to **Landlord** in writing before the 6th day after the 60-day period has expired to end the **Lease**. The **Lease** will continue if **Tenant** does not give **Landlord** written notice that **Tenant** is ending **Lease**. All duties and obligations of **Tenant** under the **Lease** will remain in effect.

If **Landlord** violates this **Lease**, before **Tenant** may bring any action against **Landlord** for such violation, **Tenant** must first give **Landlord** written notice of the nature of **Landlord's** violation and allow **Landlord** 30 days to remedy it.

12. ACCEPT CONDITION OF UNIT.

- a. Roommate compatibility is not guaranteed.
- b. **Tenant** accepts the **Unit** and **Property** in its present condition and designates it fit and habitable.
- c. **Tenant** shall complete a **Move-in Condition Form** and return it to **Landlord** Property Manager's office within 48 hours of taking possession of the **Unit**. As part of completing the **Move-In Condition Form**, **Tenant** must test all smoke detectors. **Tenant** hereby acknowledges that the purpose of the **Move-In Condition Form** is to document the condition of the **Unit** at the time the **Term** of the **Lease** commences.
- d. **Tenant** is responsible to keep a copy of the list signed by **Landlord** or **Landlord's** representative. If **Landlord** receives the **Move-In Condition Form** within the time given, **Tenant** shall be deemed to have acknowledged that there are no defects or damages. The **Unit** must be returned to **Landlord** in the same condition as it was provided, reasonable wear and tear excepted. **Tenant** is responsible for all damage to the **Unit** that occurs after acceptance, reasonable wear and tear excluded. **Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.**

13. USE.

- a. Only the **Tenant** listed on this **Lease** may live in the **bedroom**; however, **Tenant** acknowledges that that the **Unit** may be occupied by another **Tenant**; provided the additional **Tenant** has an executed **Lease** or is listed in the **Basic Terms** of this **Lease**.
- b. No one other than **Tenant** may occupy the bedroom. Persons not listed above must not stay in the bedroom for more than 2 consecutive days without **Landlord's** prior written consent, and no more than twice that many days in any one month. **Tenant** hereby agrees that **Landlord** may share **Tenant's** name and contact information with Roommates prior to commencement of the lease term.
- c. If **Tenant** allows another person to occupy any unrented/vacant bed space in the **Unit**, **Tenant** will be responsible for the **Rent** for that bed space. **Tenant** will be responsible for all costs associated with returning the unrented/vacant bedroom to its original condition. If the **Unit** consists of more than one bedroom, **Landlord** has the right, when any bedroom within the **Unit** is unoccupied, to place a new



Tenant in the unoccupied bedroom unless **Tenant** and all other **Tenants** in the **Unit** agree to pay **Landlord**, as part of **Tenant's** reserve **Rent**, the **Rent** due and other charges due for such unoccupied bedroom. The fact that **Tenant** and **Tenant's** roommates may be in conflict with each other will not result in any termination of this **Lease**.

- d. **Tenant** may not commit any act or allow any activity to occur on the **Property**, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations including, but not limited to, disabling smoke detectors or carbon monoxide detectors. **Tenant** may not use or allow the **Property** to be used for any disorderly or illegal purpose. The **Unit** may only be used as a private residence.
- e. **Tenant** may not store or allow any hazardous, flammable or toxic substances in or on the **Property**. **Tenant** may not do or allow any behavior in the **Property** which is a nuisance or which creates a risk of injury, loss or damage. **Tenant** may not engage in or allow any activity, which increases the costs of insurance or the **Landlord's** ability to either acquire or keep insurance coverage on the **Property**.
- f. If **Tenant** permits another person to live in the **Unit** or provides access or a key to a person not named on this **Lease**, it shall be a **Default** under the **Lease** and **Landlord** may exercise any of its remedies hereunder.

14. APPLIANCES AND FURNITURE.

- a. **Landlord** will provide the following appliances and furniture: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Washer & Dryer, Microwave, Flat Panel Television(s), Coffee Table, Bar Stools, Mattress and Bed frame, Desk, Desk Chair, and Couch.
- b. **Landlord** will repair or replace non-working appliances.
- c. **Tenant** assumes full responsibility for items furnished by **Landlord** and agrees to return them to **Landlord** at the expiration of the Lease Term in as good condition as when **Tenant** received them, reasonable wear and tear excepted. **Tenant** shall not remove any of **Landlord's** furniture, fixtures or appliances from the room they were in on the Start Date of this Lease without **Landlord's** prior written consent, which may be withheld at **Landlord's** sole discretion. **Tenant** shall return all furniture, fixtures and appliances to their original positions prior to vacating the Bedroom or **Unit**. **Tenant** shall not remove **Landlord's** furniture, fixtures, and/or appliances from the **Unit** for any reason. **Tenant** shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

15. LAUNDRY FACILITIES.

Individual Washer and Dryer are included in each unit. **Tenant** is required to clean lint trap after each Dryer use to prevent fire.

16. UTILITIES.

- a. **Landlord** will supply and pay for trash removal at specific locations throughout the **Property** (this does NOT constitute door-to-door trash pickup), basic cable and internet service for the **Unit**. Internet service will be provided by **Landlord** in each bedroom through an arrangement with an outsourced service provider.
- b. **Tenant** agrees to use utilities in a careful and conservative manner.
- c. In addition to the obligation to pay **Rent**, **Tenant** is responsible for monthly Electric charges.
- d. **Landlord** is responsible for gas and water/sewer charges.

INTERNET & TELEVISION SERVICE

Landlord is providing basic internet and basic cable service to **Tenants**. Service is subject to Network Access, Acceptable Use and performance level terms (see below). If **Tenants** want additional television channels, voice service or additional internet capacity, they will be at **Tenants'** expense and **Tenants** must make arrangements through the **Landlord**-approved provider. These additional services not paid by **Landlord** must remain on and paid for by **Tenants**, in **Tenants'** names, through their contracted ending date regardless of whether **Tenants** have moved out.

Landlord will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. **Tenants** hereby release **Landlord** from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

Network Access

Tenants may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. **Landlord** is not responsible for the purchase of these items and **Landlord** cannot guarantee compatibility with any device **Tenants** may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the **Tenant's** computer operating system or any other feature will be the responsibility of the **Tenant** to resolve. **Landlord** will not be responsible for software issues related to the user's personal computer.

Acceptable Use

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized, including, but not limited to, postal and electronic message systems. Sharing access to copyrighted material on the network is prohibited. Be advised that **Landlord** and **Landlord**-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services was obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. **Landlord** and **Landlord** approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied,



read, forged, destroyed or misused by others.

Performance Rises

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but commercially reasonable efforts will be made to ensure the highest possible quality of service is delivered. **Tenant** understands that any content that **Tenant** may access may be subjected to “caching.” Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

17. TRASH REMOVAL.

Trash must be disposed of in accordance with the directions of the **Landlord**. All trash must be removed as it accumulates in the **Property**. Trash may not be kept in closets, hallways, basements, etc.

Additionally, **Tenant** may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the building, or on the patio or balcony. If **Tenant** violates local ordinances for removal of trash/recycling and **Landlord** is fined, **Tenant** must pay the fine and any costs incurred by **Landlord** as a result of **Tenant's** actions.

18. ANIMALS.

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the **Property** unless **Landlord** has authorized so in writing. Except as expressly provided below, if **Landlord** allows an animal, **Tenant** must sign a separate Animal Addendum and pay an animal deposit and animal fee. An animal deposit is considered a general **Security deposit**.

Any animal shall be the full responsibility of **Tenant**. **Tenant** must be consistently in control of the animal. If the animal is not under control or poses a risk to the health or safety of others, **Tenant** may be asked to remove the animal. Failure to do so shall constitute a **Default** under this **Lease**.

All animals, including service or therapy animals, must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents these devices.

Tenant is responsible for removing or arranging the removal of the animal's waste. This will result in placing the waste in a closed container and then removing the container to an outdoor trash bin.

All animals must be licensed and must display a license or its card at all times.

All animals must have an animal clean bill of health (including vaccinations and immunity shots against rabies) administered by a licensed veterinarian.

A request to have a therapy animal is considered a request for an accommodation. All such requests must be made with at least 30 days written notice and will be reviewed on a case-by-case basis. Individuals making such requests must establish that they experience a documented disability and that the animal is indeed providing essential therapeutic benefit related to the documented disability.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying the **Tenant's** disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the **Property**. In such situation **Landlord** will not require an animal deposit and/or fee. If **Tenant** knows he/she will require a therapy animal or emotional support animal prior to or at the time of **Lease** signing, he/she must give 30 days prior written notice to **Landlord** requesting the accommodation. **Landlord** reserves the right to deny the accommodation or file for eviction of the **Tenant**.

Tenant must not feed stray or wild animals.

If **Landlord** consents to **Tenant** having a non-therapy animal and/or non-emotional support animal, **Landlord** will require **Tenant** to pay an animal security deposit and execute an Animal Addendum. The animal deposit is \$300 and must be paid at the time the Animal Addendum is signed. If **Tenant** or any guest violates the pet restrictions (with or without **Tenant's** knowledge), **Tenant** will be subject to charges, damages, eviction, and other remedies provided in this **Lease**. If an animal has been in the **Unit** at any time during the **Tenant's** term of occupancy (with or without **Landlord's** consent), **Landlord** will charge **Tenant** for de-fleaing, deodorizing, and shampooing the **Unit**. Initial and daily animal-violation charges and animal-removal charges are damages for **Landlord's** time and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. **Landlord** may remove an unauthorized animal by leaving, in a conspicuous place in the **Unit**, a 24-hour written notice of intent to remove the animal. **Landlord** will turn the animal over to a humane society or local authority. **Landlord** won't be liable for loss, harm, sickness, or death of the animal. **Tenant** must pay for the animal's reasonable care and kenneling charges. **Landlord** has no lien on the animal for any purpose.

For Tenants with authorized service animals, **Landlord** will charge **Tenant** for de-fleaing, deodorizing, and shampooing the **Unit**, if necessary, after the **Tenant** vacates the **Unit** after tenancy.



19. UNAUTHORIZED VEHICLES.

- a. **Tenant** may not park any vehicle on the **Property** unless **Landlord** and **Tenant** execute a **Parking Lease** allowing the **Tenant** to park a vehicle on the **Property**.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the **Property** at any time.
- c. **Tenant** may not wash or clean automobiles or make repairs to automobiles on the **Property**.
- d. **Landlord** may tow, at **Tenant's** expense, any vehicle determined by **Landlord** to have been **Abandoned** or parked in violation of this **Lease**, the **Parking Lease**, other property parking regulations or otherwise in violation of law.

20. NOTICES.

Landlord and **Tenant** must send all notices by: (1) email messaging using **Landlord's** electronic messenger system ("**EMS**"), or (2) pre-paid postage via certified or registered mail only. Hand delivery shall be deemed ineffective notice. "Text messaging" or "texting" shall be deemed ineffective notice.

21. WRITTEN CHANGES TO THE LEASE.

All of the promises and understandings between **Landlord** and **Tenant** are contained in this **Lease**. There are no other promises or understandings between the parties. Any changes to this **Lease** must be in writing signed by both **Landlord** and **Tenant**. Neither **Landlord** nor any of **Landlord's** representatives have the authority to make any oral promises, representations or agreements. This **Lease** constitutes the entire agreement between **Landlord** and **Tenant**. **Landlord's** representatives have no authority to waive, amend, or **Terminate** this **Lease** or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on **Landlord** or **Landlord's** representatives unless in writing. Notwithstanding, **Landlord** reserves the right, and **Tenant** hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to **Tenant**.

22. MAINTENANCE.

Landlord agrees to do any maintenance or structure repairs that are needed to the **Unit**. **Tenant** agrees to keep the **Unit** clean, neat and safe. **Landlord** shall act with customary due diligence to:

- a. keep common areas reasonably clean
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing
- d. make all reasonable repairs, subject to **Tenant's** obligation to pay for damages for which **Tenant** is liable

Tenant agrees to:

- a. immediately report to **Landlord** any damages or needed repairs
- b. pay for repairs which are needed due to the fault of **Tenant** or any of **Tenant's** family or guests
- c. register with **Landlord's** EMS and to transmit all maintenance requests through the EMS

Landlord may temporarily turn off equipment and/or interrupt utilities to **Tenant's Unit** and/or the **Property** to avoid property damage or to perform work requiring such interruption as determined in **Landlord's** sole judgment. **Landlord** will not be liable for any inconvenience, discomfort, disruptions or interference with **Tenant's** use of the **Property** because **Landlord** is making repairs, alterations or improvements to the **Unit** or the **Property**. If **Tenant** requests any repairs, and **Landlord** approves such request, the repairs will be done during **Landlord's** usual working hours unless **Tenant** requests in writing that such repairs be done during other hours. If **Landlord** approves such request **Tenant** will have to pay in advance any additional charges resulting from such request.

Tenant acknowledges that it has received a Bedbug Addendum and, by initialing this page, acknowledge that it shall comply with all bedbug requirements imposed by law related thereto.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the **Unit**. **Tenant** shall (a) remove any visible moisture accumulation in or on the **Unit**, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, (d) keep climate and moisture in the **Unit** at reasonable levels, (e) clean and dust the **Unit** regularly, and (f) keep the **Unit**, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord through the EMS of the presence of any of the following conditions:

- a. a water leak, excessive moisture, or standing water inside the **Unit** or any Common Areas
- b. mold or mildew growth in or on the **Unit** that persists after **Tenant** has tried to remove it as directed above
- c. a malfunction in any part of the heating, air-conditioning, or ventilation system in the **Unit**

Tenant shall be liable to **Landlord** for damages sustained to the **Unit** or to **Tenant's** person or property as a result of **Tenant's** failure to comply with the terms of this subsection. If **Landlord** incurs the cost of pest control in **Tenant's Unit** or the **Property** as a result of **Tenant's** actions, all **Tenants** in the **Unit** shall be responsible for the cost.

Tenant agrees to maintain the **Property** in a manner that prevents the occurrence of an infestation of bed bugs and other pests. **Tenant** shall immediately notify **Landlord** of the presence of bedbugs and any other pests. **Tenant** shall (a) keep the **Property** in a clean and sanitary condition at all times, (b) not introduce any furniture or textiles from unknown sources into the **Property**, (c) cooperate with **Landlord** in



eradicating any pests, (d) take the measures recommended by a qualified expert, and (e) immediately notify **Landlord** of any re-infestation or indications that treatment has been ineffective. If **Tenant** fails to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, **Tenant** will be responsible for the cost of the treatment to the **Property** and any costs associated with cleaning other **Tenants'** belongings or other portions of the **Property** as necessary to eradicate the infestation.

If **Landlord** believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to **Tenant**, **Landlord** may **Terminate** this **Lease** by giving **Tenant** at least 5 days' written notice. **Landlord** may also remove personal property if it causes a health or safety hazard. If the **Lease** is so **Terminated**, **Landlord** will refund prorated **Rent** and all deposits, less lawful deductions.

23. CHANGES TO THE PROPERTY.

Tenant must get written permission from **Landlord** before **Tenant** makes any changes, improvements or additions to the **Unit**. **Tenant** agrees that **Landlord** will not pay for changes made to the **Unit** unless **Landlord** agreed in writing to pay for the changes.

24. LANDLORD'S ENTRY ONTO THE PROPERTY.

Landlord or **Landlord's** agent may enter the **Unit** by any means necessary:

- a. by giving **Tenant** a twenty-four (24) hour written notice of intent to enter **Unit**
- b. without notice to **Tenant** in the event of an emergency or situation where it is impractical to give twenty-four (24) hour notice such as inspection of possible lease violation, provided **Landlord** gives **Tenant** notice of such emergency entry within 24 hours of having made such emergency entry
- c. if noise inside **Tenant's Unit** constitutes a public nuisance or is too loud to hear someone knock at the door
- d. with reasonable prior written notice to **Tenant** to show the common area of the **Unit** and any vacant bedroom to a prospect

25. LANDLORD'S RESPONSIBILITY.

Landlord is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft, fire, ice, snow, rain, water, plumbing or pipe leaks, malfunction of appliances, interruption of any utilities or services of the property, power surges, and sprinkler systems.

Except for **Landlord's** liability arising under applicable law, **Tenant**, for **Tenant and for Tenant's guests**, releases **Landlord** and **Landlord's** respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "released parties") from any and all claims and/or damages (a) for loss or theft of **Tenant's** or **Tenant's guests'** personal property and/or (b) which may arise out of any accidents or injuries to **Tenant**, members of **Tenant's** family or **Tenant's** guests, in or about the bedroom, the unit, the building, or the **Property**, even if such claim or damage was caused in whole or in part by the negligence of the released parties. **Tenant** assumes for **Tenant and all members of Tenant's family and Tenant's guests**, any and all risks from any accidents in connection with use of the **Unit**, the Common Areas, the **Property** and **Property Facilities** or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for **Tenant's** use and at the user's sole risk. **Tenant** hereby indemnifies **Landlord** and each of the released parties from and against any and all claims, liabilities, actions, costs and damages which **Landlord** or any of them may suffer or incur as a result of **Tenant's** negligence, willful misconduct, and/or violations of this **Lease**.

26. SECURITY DEVICES.

Tenant acknowledges and agrees that **Landlord** is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services"). In the event and to the extent **Landlord** furnishes any such **Security Services**, **Landlord** can, at its sole and absolute discretion, modify or discontinue any of such items provided at any time without notice. **Tenant** acknowledges and agrees that any and all electronic **Security Service** equipment and records are the sole and exclusive property of **Landlord** and shall not be available to **Tenant** without an order from a court of competent jurisdiction.

27. LANDLORD'S RIGHTS.

The following are in addition to rights of **Landlord** under the law.

- a. If **Tenant** breaks any condition of this **Lease**, any Addendum to this **Lease**, or the **Rules and Regulations**, **Landlord** can:
 1. collect any past due **Rent** and utility payments and any sums which are due for the rest of the Term from **Tenant**
 2. collect damages caused by **Tenant**, **Tenant's** breaking any conditions of the **Lease**, or **Tenant's** doing of any act which is not permitted by the **Lease**
 3. go to court to evict **Tenant** and take possession of the **Unit**
 4. go to court to recover:
 - (i) **Rent** or **Additional Rent**, which is due from **Tenant**
 - (ii) Damages
 - (iii) to the extent allowed by law, reasonable costs and expenses which are spent by **Landlord** to enforce this **Lease**, including court costs, collection costs and attorneys' fees
- b. These are not the only rights **Landlord** has if **Tenant** breaks this **Lease**. Besides ending this **Lease** and getting a court order to evict **Tenant**, **Landlord** can sue **Tenant** for unpaid **Rent** and other damages, losses or injuries. If **Landlord** receives a court order for a money judgment against **Tenant**, **Landlord** can use the court process to take **Tenant's** personal goods, motor vehicles and other assets.

28. FIRE OR OTHER CASUALTY.

If in **Landlord's** reasonable judgment, the **Unit**, the Building or the **Property** is materially damaged by Fire or other casualty, **Landlord** may **Terminate** this **Lease** with written notice within a reasonable time after such determination. If **Landlord** does **Terminate** the **Lease** and



Tenant did not cause the loss, **Landlord** will refund prorated, prepaid **Rent**. If **Landlord** determines that material damage has not been caused to the **Unit**, the Building or the **Property**, or, if **Landlord** has elected not to **Terminate** this **Lease**, **Landlord** will, within a reasonable time, repair any damages.

29. LOSS OF LANDLORD'S RIGHTS.

Landlord does not give up rights by accepting **Rent**, **Additional Rent** or by delaying, or not enforcing any condition in this **Lease**.

30. TAKING OF PRIVATE PROPERTY.

- a. Legal authorities are able to take property after paying for it. This is known as "condemnation."
- b. **Tenant** agrees that if the **Property**, part of the **Property**, or the land on which the **Property** is located is taken:
 - 1) **Landlord** can end this **Lease** for any part of the **Property** that is taken
 - 2) **Landlord** is not responsible for claims of **Tenant** for inconvenience or loss of use of the **Property** or any part of the **Property**
 - 3) **Tenant**, by signing this **Lease**, has given to **Landlord** any rights which **Tenant** may have to any money paid by the legal authorities for the taking of the **Property**

31. UNENFORCEABLE LEASE CONDITIONS.

If any court determines that any condition or part of this **Lease** is illegal or unenforceable, the rest of the **Lease** shall continue in full force and effect.

32. SALE OF PROPERTY.

A new owner can end this **Lease** by giving **Tenant** 60 days' written notice if there is:

- a. a sale or transfer of the **Property**
- b. a sale of the land or buildings in which the **Unit** is located

33. TRANSFER BY LANDLORD.

Landlord may transfer this **Lease** without **Tenant's** prior approval. If transferred, **Tenant's** obligations go to the new landlord. The new **Landlord** will have all of the rights that the current **Landlord** has under this **Lease**. If required by law, **Landlord** will send **Tenant** notice of the identity of the new landlord, as well as any other information required by law.

34. EARLY TERMINATION OF THE LEASE.

This **Lease** may not be **Terminated** prior to the end of the **Term** unless it is agreed to in writing by both **Landlord** and **Tenant** and a new **Tenant** (approved by **Landlord**) is found to replace the existing **Tenant**. **Landlord** has no obligation to end this **Lease** before the expiration of its **Term**. If **Landlord** agrees to end the **Lease** prior to the expiration of the term, a charge will apply and must be paid before the **Lease** is officially **Terminated**. The **Application Fees** and other **Fees** are never refundable.

35. RE-LETTING.

Tenant may not transfer this **Lease** or assign or sublet the **Unit**, nor any part of the **Unit**, without **Landlord's** prior consent, which **Landlord** may deny in its sole determination. Subject to **Landlord's** prior written consent, if **Tenant** wishes to re-let, he/she must provide written notice to the **Landlord**. If **Tenant** finds a replacement **Tenant** acceptable to **Landlord** and **Landlord** expressly consents to the replacement, then:

- a. such substitute **Tenant** will be obligated to pay the standard application fee, which shall be immediately due and payable
- b. the departing **Tenant** must pay for all damage to the **Unit** and the **Property** as provided in this **Lease**
- c. the departing **Tenant** will be obligated to pay a re-let fee of \$350
- d. the replacement **Tenant** must meet the rental criteria
- e. the replacement **Tenant** must fully complete and execute a new **Lease** and all addenda, and cause a new **Guarantee** to be executed and delivered
- f. a rekeying fee will be due if rekeying is requested or required
- g. the departing **Tenant** will no longer remain liable for all **Lease Contract** obligations for the rest of the original **Lease Contract** term.

Tenant acknowledges that the fees above are not a penalty and are charged as it is not possible to ascertain the cost to **Landlord** of **Tenant's** re-letting.

NOT A RELEASE. The re-letting fee is not a **Lease Contract** cancellation fee or buyout fee. It is a liquidated amount covering only part of **Landlord's** damages; that is, **Landlord's** time, effort and expense in finding and processing a replacement. **Tenant** agrees that the re-letting fee is a reasonable estimate of such damages and that the fee is due whether or not **Landlord's** re-letting attempts succeed. The re-letting fee does not release **Tenant** from continued liability for future or past-due **Rent**; charges for cleaning, repairing, repainting, unreturned keys, or other sums due.

SERVICE MEMBERS CIVIL RELIEF ACT: If, during the term of this lease, **Tenant** enters military service or, if while in military service **Tenant** receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, **Tenant** may **Terminate** this lease by delivery of a written notice and a copy of the military orders. **Tenant** must immediately deliver written notice to **Landlord** upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service Members Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, the lease shall be interpreted so as to be in compliance with the SCRA.



36. LEASE RENEWAL.

- a. **If you intend to Renew your lease, you must advise us of that fact in writing on or before December 31, 2017, in which case we will do our best to accommodate your request. If we are unable to renew your Lease (or if you fail to advise us of your intent to renew by December 31, 2017), we may lease your space to another person and you will be required to move from your space by the Lease Ending Date.**

37. ENDING THE LEASE.

- b. **This Lease will end at the time and date listed in the Basic Terms herein. Neither Landlord nor Tenant may extend the term of this Lease without the written consent of the other party. Failure to leave at the end of Lease shall be a violation of this Lease.**
- c. **If Landlord fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, Tenant may pursue remedies under state and local law, including the possibility of terminating this Lease, by completing the following:**
 1. **Tenant must make a request through Landlord's EMS for repair or remedy of the condition – after which Landlord shall have a reasonable time consistent with state and local law for repair or remedy**
 2. **if the repair or remedy still has not been accomplished within that reasonable time period, Tenant may ultimately Terminate this Lease by giving Landlord a final notice through Landlord's EMS**
- d. **If this Lease has ended and Tenant does not leave on the Lease ending date, Tenant must pay in addition to the normal Rent, a per day charge as Holdover Rent calculated at rent plus (25%) for the additional time in the unit for the extra time spent in the premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your Holdover.**

**38. LEAVING THE UNIT.
SURRENDER AND ABANDONMENT.**

Tenant will have surrendered the Unit when (1) no one is living in the Unit in Landlord's reasonable judgment at the Lease termination date and time, or (2) all Unit keys and access devices have been turned in to Landlord—whichever date occurs first.

Tenant acknowledges and agrees that prior to the Ending Date no surrender of the Unit, whether by delivery of keys or other action, will terminate this Lease or Tenant's obligations hereunder.

39. TENANT'S DUTIES AT END OF THE LEASE.

In addition to any other duties which Tenant has under this Lease, Tenant will:

- a. **leave the Unit when the Lease ends and return all keys and access devices/remotes to Landlord**
- b. **return the Unit, including all common areas clean and free of garbage or trash and in good order and repair, reasonable wear and tear excepted**
- c. **comply with all other terms of this Lease**

Tenant may also be present at the time of the move-out inspection at the end of the lease, if requested. Tenant must contact Property Manager to schedule an appointment for the inspection at least seven (7) days prior to the move out date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Tenant's request.

ISSUE: A fifteen percent (15%) administrative charge will be added to all preparation/cleaning/painting charges to the Unit to account for Landlord's time. Charges for damages may occur at any time during the Lease term.

40. ATTORNNMENT.

Tenant hereby agrees that Tenant will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

41. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.

Tenant agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant, Tenant's guests or Tenant's personal property against the negligent, reckless or criminal actions of other residents or third parties, except as required by law. In addition, Landlord shall not be liable for any damages or injury to Tenant, Tenant's guests or Tenant's personal property or to any person entering the Unit or the Property, or for injury to person or property arising from casualty occurring in or about the Unit or Property, except as required by law. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property of Tenant or any of Tenant's guests regardless of the cause, unless the injury is due to Landlord's negligent or intentional conduct, except as prohibited by law.

42. ADDITIONAL TERMS.

See attached addendum(s) for any additional terms, which are part of this Lease.

43. RULES AND REGULATIONS.

Landlord may make reasonable rules and regulations to protect:

- a. **the Property and the property of other Tenants, neighbors, or other people**
- b. **the comfort, safety or rights of other Tenants, neighbors, or other people.**



Tenant Accountability: **Tenants** found to be in violation of any portion of the **Lease** or these **Rules and Regulations** may be subject to the following: a private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the **Property**, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in Tenant being billed for Landlord's costs, in addition to fines as follows:

- First: A written warning in the form of a first breach of rental agreement will be issued to the **Tenant** stating the first breach.
- Second: A \$250 charge will be assessed against the **Tenant**.
- Third: A \$1000 charge will be assessed against the **Tenant**.
- Fourth: Possible Eviction

The fines above may be increased at Property Manager's discretion and **Property Manager may elect to fine or evict Tenant for any single violation of the rules and regulations**, should Property Manager reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event the **Tenant** is found to have lied to or deceived the **Landlord** when discussing the details of a lease violation.

VANDALISM

Vandalism of any **Bedroom, Unit**, and/or **Property** is prohibited.

SECURITY CAMERAS

The common areas or certain parts of the common areas of the **Property** may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under state or local statutes and legal action by **Landlord**. No cameras exist in any restroom or tanning bed room. **Tenant** hereby acknowledges that the restrooms and tanning bed rooms are the only areas, besides the **Unit**, on the **Property** where there is a reasonable expectation of privacy.

BALCONIES, PATIOS AND WINDOWS

All Balcony and patio areas are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the **Property** and within the **Unit**, including balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. **Tenant** further agrees that they will be solely responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule, whether by **Tenant** or its guests. **Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the Tenants occupying said Unit.**

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If **Landlord** provides blinds on windows, **Tenant** may not remove such blinds. If **Tenant** installs draperies over the blinds, any damage will be repaired at **Tenant's** expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a **Unit**, or displayed on the inside of **Unit** so as to be visible from the outside of **Unit**. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the **Unit** caused by leaving windows or doors open during inclement weather will be the responsibility of **Tenant**.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, due to any action by the Tenant or Tenant's guests, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the **Property**, without written approval from **Landlord**. Solicitation shall not be permitted at the **Property**, either by **Tenant** or others.

LOCKS AND KEYS

Locks **may not** be changed or added by **Tenant** without prior written permission of **Landlord**. Locks must be left in place upon vacating the **Unit**. **Landlord** must have keys to all changed locks. All keys and, if applicable, gate cards, internet, television devices, equipment access devices and remotes must be returned to **Landlord** upon termination of occupancy, or **Landlord** may charge actual replacement costs plus a 15% administrative fee.

If **Tenant** finds it necessary to have authorized personnel unlock **Unit** or Bedroom, a \$20.00 fee will apply, payable at the time service is rendered. **Landlord** will furnish **Tenant** with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. **Tenant** will be charged \$50.00 per lost Bedroom key, \$30.00 per lost mailbox key, and \$75.00 per gate remote or key fob not returned, or for those requiring replacement during the **Term of Tenant's** occupancy. Each **Tenant** may only possess one main entry door key; therefore, if the main entry door key is lost and **Tenant** requires a replacement, locks will be changed and **Tenant** will be charged \$75.00. **Tenant** agrees that such keys are provided solely for **Tenant's** own use; duplicates will not be made of such nor will keys be loaned to any person. **Landlord** reserves the right to suspend this service at any time.



NO SMOKING

Smoking is strictly prohibited anywhere on the **Property** including, but not limited to, in the **Unit**, all amenity areas, and common areas (including the pool deck). Any **Tenant** found in violation of this policy will be immediately fined by Property Manager and risks fines imposed by city ordinances. Disabling smoke detectors is a default under this **Lease**.

STAFF COMPLIANCE

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this **Lease** or by law, shall subject **Tenant** to an immediate fine of up to \$1,000 and/or eviction.

PARTIES

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the **Property**. Kegs are prohibited on the **Property** and within the **Unit** and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

Landlord or its agents may make periodic inspections of **Tenant's Unit** in order to ascertain any physical problems and also to ensure that **Landlord's** property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and **Tenants of Unit** may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. **Tenant(s)** using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the **Landlord's** discretion.

Tenant, on behalf of **Tenant** and **Tenant's** guests and invitees, agrees to use and occupy the **Unit** in strict accordance with all applicable laws, regulations and ordinances. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this **Lease**. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

PLUMBING AND GARBAGE DISPOSAL

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by **Tenant**.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event **Landlord** is called to fix a disposal and such materials are found therein, **Landlord** reserves the right to charge **Tenant** for the expense occurred.

MAIL

The mailbox is to be used jointly by all the **Tenants** assigned to **Tenant's Unit**. Packages may be received at the office. However, **Landlord takes no responsibility for lost, damaged or stolen property left with the office**. If **Tenant** decides to have packages dropped at the office, **Tenant** is doing so at **Tenant's** own risk. **Landlord** encourages all **Tenants** to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. **Landlord** reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if **Landlord** is not comfortable accepting a particular package.

If the Postmaster serving the Apartment **Property** has instituted or begins instituting during this **Lease** "single drop delivery", **Landlord** will place **Tenant's** mail in the mail box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery.

GUESTS / DELIVERIES

Landlord acknowledges the right of **Tenant** to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from **Landlord**. **Tenant** will be charged \$50 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. **Tenant** will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this **Lease**.

Tenant's guests must abide by these RULES AND REGULATIONS. As host, **Tenant** is held accountable and is responsible for the conduct of **Tenant's** guests at all times. All guests entering the building must be registered through **Landlord's** guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize resident's phone number and/or email address to verify guests in the guest registration system. Therefore, it is the responsibility of the **Tenant** to notify **Landlord** if there is a change in telephone number, email address, or general contact information. **Landlord** reserves the right to deny any guest access to the **Property** for any reason including non-payment of rent by **Tenant**.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from **Tenant**.



Guests become the responsibility of **Tenant** once they enter the building. From the time the guest enters the building until he/she reaches an apartment, they are the guest of the **Tenant** who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused, in whole or in part, by an excess number of people within the **Unit**. **Tenant** is responsible for the actions of **Tenant's** guests at all times while guests are on the **Property** or in any **Unit**. **Landlord** may exclude guests or others who, in **Landlord's** judgment, have been violating the law, violating this **Lease** or any property rules, or disturbing other **Tenants**, neighbors, visitors, or **Landlord's** representatives. **Landlord** may also exclude from any patio/balcony or anywhere on the **Property** a person who refuses to or cannot identify himself or herself as **Tenant** or **Tenant's** guest. **Tenant's** failure to comply with **Landlord's** request of exclusion of a guest will result in eviction of **Tenant**. **Landlord** reserves the right to limit the number of guests of permitted to enter the building.

NOISE

Tenant, members of **Tenant's** family, and guests shall at all times maintain order in **Unit** and at all places on the **Property**, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine **Tenant**, contact guarantors, or declare **Tenant** in violation of the **Lease** due to excessive noise and disturbances. **Landlord** and/or its agents on duty are the sole judge(s) of excessive volume Rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to **Landlord** or **Landlord's** representative immediately. **Tenant** waives all rights to privacy when noise coming from **Unit** is so loud that **Tenant** is unable to hear **Landlord** knock. **Landlord** may enter unit to lower or eliminate noise Rises.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise Rises were excessive.

COMMON AREAS

Tenant recognizes that the common area facilities, which may include such items as an Exercise Room, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "**Facilities**"), have been made available by **Landlord** to **Tenant**.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only **Tenant** and invited guests accompanied by **Tenant** may use the **Facilities** provided by **Landlord**. **Facilities** may be used by such persons only in strict compliance with posted policies and procedures. From time to time supplemental rules and regulations may be adopted by **Landlord** with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to **Tenants**.

Neither **Tenant** nor **Tenant's** guests may use the **Facilities**, parking lots or grounds in such a manner that interferes with the enjoyment of other **Tenants**.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of common areas within the **Property** shall be governed by these RULES AND REGULATIONS and any Policies posted in the **Facilities**. **Facilities** shall be used at the risk of **Tenant** and **Tenant's** family and guests. No guest shall be permitted within the **Facilities** unless **Tenant** is also present. **Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the **Property**.

In order to use **Facilities**, **Tenant** agrees that:

- a. **Tenant** shall not permit any guests to use **Facilities** without **Tenant** present
- b. **Tenant** shall use **Facilities** in a prudent manner, consistent with the customary use of the **Facilities**
- c. **Tenant** shall not use **Facilities** in a manner which is offensive or dangerous to **Tenant** or any users of **Facilities**
- d. **Tenant** will follow policies as established by **Landlord** in connection with the operation of **Facilities**
- e. **Landlord** shall have the right to discontinue providing any or all **Facilities** at any time and for any reason
- f. **Landlord** does not provide attendants or supervision of any kind for **Facilities**
- g. **Landlord** has made no representation (i) that **Landlord's** representatives have any expertise in the operation of **Facilities**, (ii) that **Facilities** are fit for any particular purpose or (iii) as to the physical condition and operation of **Facilities**
- h. USE OF **Facilities** BY **Tenant** SHALL BE WHOLLY AT **Tenant's** OWN RISK.

Landlord reserves the right to prohibit use of **Facilities** to any individual that **Landlord**, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the **Facilities** or **Unit** at any time for any reason. A \$500 fine will be assessed to **Tenant** for any violation of this policy by **Tenant** or **Tenant's** guest.



In connection with **Tenant's** use of **Facilities**, **Tenant** is responsible for payment for damages or costs to **Landlord** from any claim based upon the acts of **Tenant** or **Tenant's** guests (which are prohibited from using **Facilities**); and

Tenant may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

SUNDECK USE

Tenants and **Tenant's** guests are required to wear **Landlord**-issued wristbands on the sundeck at all times. **Tenants** will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the sundeck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the sundeck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the sundeck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the sundeck. All cans of any kind and disposable water bottles must be in a drink insulator while being consumed. Plastic cups and non-disposable Nalgene type sports bottles are acceptable without a drink insulator. Styrofoam cups and plates are prohibited on the sundeck at all times.

FITNESS FACILITY

You understand that the use of the Fitness Facility at the Premises and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, not Property Manager, or any of its employees (collectively the "Owner Parties" assumes any liability for injuries you, or your guests may sustain from use of the Facility or equipment. You expressly acknowledge that there are certain dangers and risks inherent in the use of exercise facilities, which may result from accidents, negligence, the use of equipment, exercise or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercise with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness activity, which may include severe injury or death.

Rules may be posted at the fitness center and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to Property Manager's office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment yourself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or guidelines.

FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when **Tenant** first takes possession. **Tenant** must immediately report smoke detector malfunctions to **Landlord**. Neither **Tenant** nor others may disable smoke detectors. If **Tenant** disconnects or intentionally damages the smoke detector or does not replace batteries as needed, **Tenant** may be liable to **Landlord** for necessary damages as stated in state statutes. If **Tenant** disables or damages the smoke detector or fails to report malfunctions to **Landlord**, **Tenant** will be liable to **Landlord** and others for any loss, damage, or fines from fire, smoke, or water. **Tenant** is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify **Landlord** immediately through **Landlord's** EMS if **Tenant** perceives there to be any problem, defect, malfunction or failure with the smoke detectors in **Unit**
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed
- c. that **Landlord** is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s)
- d. that **Tenant** assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s)
- e. that **Landlord** is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences

If **Tenant's** **Unit** contains an overhead sprinkler system, **Tenant** must take care not to unintentionally trigger the overhead sprinkler system in **Tenant's** **Unit**. **Tenant** may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. **Landlord** will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.



Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within **Unit** or any area of the **Property**. Neither **Landlord** nor Property Manager will be responsible for any damage resulting from the use of such items.

WEAPONS

Possession of any weapon or ammunition is prohibited unless authorized by the law. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors can lead to disciplinary action.

PHOTOGRAPHS

Tenant hereby gives **Landlord** permission to take photographs during **Landlord** hosted functions or activities which may then be used for the **Property** newsletter, bulletin board, website, social media, or other publications for marketing purposes.