



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 The Rail Yard from «lease_start_date» to «lease_end_date» 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 monthly rental installments and other fees outlined in this lease 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 The Rail Yard. If you do not have specific roommates, we will match you with roommates based on the preference questions you answered in the application process. If you are renewing your lease and your preferences have changed since the initial application, it is your responsibility to share those changes with the Rail Yard staff upon signing this Lease. 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. Monthly Installment: Your Monthly Installment includes your Base Rent and other fees as indicated on Page 2 of this Lease. Your Monthly Installment is due on or before the 1st of each month. If you fail to pay your rent by the end of the fifth day of the month in which rent is due, you will be charged a late fee equal to five percent (5%) of the total monthly rental amount. Some payments are due before the start of your Lease. Please refer to Page 2 of your Lease for due dates and amounts of initial payments due.

4. Administrative/Facilities Fee: This annual \$299.00 fee is non-refundable and is due at lease signing for both new and renewing residents. This fee is billed per person, not per unit. This 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 Rail Yard 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 Resident Handbook.

6. The Waiver Program and Renter's Insurance: You will be charged a monthly fee of \$15.00 to cover your obligation to participate in the Waiver Program. This fee is automatically included in your Monthly Installment listed on Page 2. 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: Water, Sewer, Lawn Care, Pest Control, Internet, and Trash. You are responsible for Electric, which will be billed to your Resident Portal account to be paid with your monthly rent installment. (See Section 7 of your Lease.)

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, a \$250.00 pet deposit will be due and a \$30.00 monthly pet fee will be added to your account. (See Section 29 of your 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. Parking: Free, unassigned parking is available to any resident who has registered their vehicle in the Resident Portal and who has properly displayed the Landlord-provided parking sticker on their vehicle. Guest parking is available on a first come, first served basis. Guests must have a digital permit in order to utilize the designated guest spaces. Permits can be obtained by either you or your guest, per instructions provided by our staff when you move in to your apartment.

RESIDENTIAL LEASE SUMMARY

Tenant Name:

Term of Lease:

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

Due at Lease Signing:

Administrative/Facilities Fee: \$299.00 (nonrefundable fee due at Lease signing)

Monthly Installment Charges:

Charge Code:

Total Monthly Installment:

Number of Installments:

Total Due for Lease:

Additional Charges:

Utilities: Water, sewer, Internet, lawn care, landscaping, and routine pest control are included in your monthly installment; electric will be paid by Landlord and **billed back** to Tenant. (Bills are split between all tenants in the unit and include a \$5.00 per tenant utility processing administrative fee per monthly billing cycle.)

Pet Fees: \$250.00 refundable pet deposit and \$30.00 per month pet rent per pet (for those who have their pet living in the Leased Premises; Tenant must sign a pet lease prior to having a pet live within the apartment; **limit of two pets per apartment; exceptions to the pet limit may be made by Management on a per-case basis.**)

Prepayments:

First/Final Installment: \$

Due Date of First/Final Installment: June 1, 2025 (First Installment covers payment for the Total Monthly Installment for (start date) of (start year), and Final Installment covers payment for the Total Monthly Installment for (end date) of (end year); if Lease is signed after Due Date of First/Final Installment, payment for the First/Final Installment is due at Lease signing.)

RESIDENTIAL LEASE

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

TENANT:

- 1. LEASED PREMISES: The "Leased Premises" are those premises described as: one bedroom and the shared common area in a -style apartment located at, , , .**

At Landlord's option, Landlord 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 apartment. 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 his or her responsibilities under this Lease. Floor plans, square footage, fixtures, and furnishings may vary slightly from those pictured on the College Town Communities website, depending on the unit's location within the building.

Tenant hereby waives all rights to select their roommate(s) with whom they will be living other than to list the roommate preference on the Lease Application.

- 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. MONTHLY INSTALLMENT: The Monthly Installment for the Leased Premises is «monthly_charge_total» and includes your Base Rent, Waiver Fee, and if applicable, Pet Rent, as indicated on Page 2, "Monthly Installment Charges," of this Lease.**

As stated in the Lease Summary of this Lease Agreement, payment for the First & Final Rent Installment is due on the first of the month, two months prior to the Lease Commencement Date. **Failure to pay the First and Final Rent Installment in full within seven (7) days of the due date may result in cancellation of this Lease.**

For each Installment thereafter, Rent is due on the first (1st) of the month at the Landlord's address listed above, placed in the rent box at the Leasing Office, if available, or paid directly through the Resident Portal at <https://www.studenthousingdelaware.com/>. **Checks and money orders should be made payable to "The Rail Yard" and mailed to "The Rail Yard, 321 Hillside Road, Newark, DE 19711."** If Tenant mails the Rent to the Landlord, the date of payment will be the date the letter is received by Landlord. Electronic checks, MasterCard, VISA, Discover, and American Express credit and debit cards are accepted through the Resident Portal; transaction fees may apply as stipulated by the issuing bank and/or credit card company. Wire transfers are subject to a \$25.00 bank and processing fee per wire transfer and should be included in the total amount of the wire transfer. Tenant shall not make any payments in "cash" for monies due hereunder.

Rent Installments will not be prorated for partial months. Tenant hereby acknowledges that the Term of this Lease may be less than a full calendar year, and Rent has been allocated into equal Installments and is not based on a daily or calendar month basis.

Landlord need not give notice to the Tenant regarding the Tenant's obligation to pay Rent.

Tenant's obligation to pay Rent does not change if there is a reduction of amenity access or other services performed by Landlord.

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

Eviction proceedings will begin on the twenty-first (21st) day of the month if payment is still outstanding.

Tenant agrees to pay a fee of \$50.00 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. **Rent is payable for the entire term of the Lease, regardless of whether Tenant vacates the Leased Premises before the Expiration Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents, poor health, or financial aid or roommate issues.** 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, utility charges, and fees such as returned check charges, etc. are considered "Rent" and must be paid within ten (10) days of notification or with the next month's Installment payment, whichever comes first. Failure to make full payment in a timely manner may result in additional late fees.

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: At Tenant's execution of this Lease, Tenant must pay a non-refundable Administrative/Facilities Fee in the amount of \$299.00.** The Administrative/Facilities Fee holds the Leased Premises for Tenant until Tenant takes occupancy of the Leased Premises. Failure to pay the Administrative/Facilities Fee will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this Lease.
7. **UTILITIES/SERVICES:** Landlord will provide water, sewer, Internet, lawn care, landscaping, and routine pest control. Electric will be paid by Landlord and **billed back** to Tenant. Monthly invoices will be split between all tenants in the unit, and a \$5.00 per tenant utility processing administrative fee per billing cycle will be charged to each tenant's account.

Tenant will be charged for utilities for the full term of the Lease, regardless of whether Tenant physically occupies the Leased Premises. Tenant agrees to pay all charges in accordance with this section of the Lease during the Term of the Lease. Tenant's final utility bill will be estimated based on Tenant's prior utility usage and must be paid in full before or at move-out.

Management will have the sole discretion to select utility providers, except where it is prohibited by Prevailing 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 Leased Premises unless such loss or damage was the direct result of gross negligence of Management or its employees. It is the Tenant's responsibility to contact Management immediately about any strange noises or smells associated with plumbing, heating, or electrical systems.

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

8. **WAIVER PROGRAM/RENTER'S INSURANCE:** Tenant(s) will be automatically enrolled in the Waiver Program and, subject to the terms of this Lease, the Waiver Program may provide coverage for Tenant(s)' personal possessions and personal liability as well as coverage for damage to the leased premises. Tenant(s) is not guaranteed coverage under the Waiver Program. It is recommended that Tenant(s) consult an insurance professional and obtain renter's insurance, which may provide coverage for claims that are not covered by the Waiver Program. Some important points of this coverage which Tenant(s) should understand are:
- a) Landlord is the Insured under the Waiver Program. This is single interest insurance. Tenant(s) is not an Insured, Additional Insured, or Beneficiary under the Waiver Program. All loss payments are made to Landlord.
 - b) Waiver Program coverage is NOT personal liability insurance or renter's insurance. The Waiver Program provides a \$100,000 policy (per claim, not per individual Tenant(s)) which provides up to \$25,000 contents coverage (per claim, not per individual Tenant(s) for Tenant(s)' personal possessions that may have been lost or damaged in that claim. The Waiver Program is limited to those amounts, so if Tenant(s) would like more protection, they should obtain personal liability insurance or renter's insurance to protect their interests.
 - c) Except as set forth in this Lease, the Waiver Program waives Tenant(s)' obligation to indemnify Landlord for damages arising from fire, smoke, explosion, water discharge, or sewer back-up caused by Tenant(s)'s accidental acts or omissions as further described in the Agreement up to \$100,000 per occurrence.
 - d) **THE WAIVER PROGRAM ONLY WAIVES TENANT(S)'S LIABILITY TO LANDLORD AND DOES NOT WAIVE TENANT(S)' LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO DAMAGES CAUSED BY TENANT(S)'**

ACCIDENTAL ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY TENANT(S)' DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THE WAIVER PROGRAM ONLY APPLIES UP TO \$100,000 PER OCCURRENCE, INCLUDING UP TO \$25,000 IN CONTENTS; ANY AMOUNT IN EXCESS OF \$100,000 REMAINS SUBJECT TO THE TERMS OF THIS LEASE AND THE AGREEMENT.

- e) Tenant(s) is not accepting, enrolling, or purchasing an insurance policy nor is Tenant(s) being listed as a named insured under any Landlord policy. The Waiver Program is not a Tenant(s)'s renter's insurance policy nor is it intended to replace a personal Tenant(s)'s property or liability insurance policy. Tenant(s) should consult an insurance professional to evaluate and determine personal insurance needs.
- f) If Tenant(s) has a renter's insurance policy, the renter's insurance policy will be primary coverage with respect to the Waiver Program. As an "interested party" under the renter's insurance policy, Landlord retains all rights under the renter's insurance policy in the event of a covered cause of loss.
- g) Each Tenant(s) is required to sign and be bound by the terms of this Lease, whether Tenant(s) has signed an individual lease or a joint and several lease.
- h) The total cost to Tenant(s) for Landlord obtaining the Waiver Program shall be fifteen dollars (\$15.00) 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 «rent_due_date_bm_exception»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 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.

10. LANDLORD'S RIGHT TO ENTER: Landlord may, at reasonable times, and with proper legal notice according to Prevailing Law, enter the Leased Premises to inspect it, post tenant-specific notices, make repairs or alterations, and/or show it to potential buyers, lenders, or future tenants. This includes Landlord's respective agents, employees, service technicians, and representatives. The Tenant shall not unreasonably withhold consent to the Landlord to enter the Leased Premises for such purposes. In case of emergency, Landlord may enter without notice.

When specific repairs are requested by Tenant through a Work Order or direct communication with the Landlord or Landlord's Agent, the requirement for Landlord to provide state-mandated legal notice may be waived.

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 related to that damage.

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

- a) Ensure that all unpaid items, including utilities, 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, where applicable, gate clickers/gate tags, parking passes, and bus passes;
- f) Provide to Landlord or Landlord's Agent, in writing, a current and legible forwarding address;
- g) Ascertain that Tenant is not in default or breach of this Lease.

If Tenant occupies the Leased Premises beyond the 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 the move-out conditions have been met to the satisfaction of the Landlord or Landlord's Agent, Landlord or Landlord's Agent will inspect the Leased Premises. 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 or email address provided by Tenant. Payment for cleaning, repair, and other outstanding charges is due from Tenant to Landlord within ten (10) days of receipt of invoice.

If Tenant fully complies with all terms of the Lease, and Tenant's account reflects an overpayment beyond the Lease End Date, Landlord will refund the overpayment, minus any cleaning, damage, and replacement charges determined during the move-out inspection, to the forwarding address provided within 20 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 unless 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 monthly rent 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 Rent Installment payments, 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. If no replacement is found, **Tenant shall be liable for the remainder of the rent due under the Lease until its expiration.** If Landlord or Landlord's Agent re-lets the Leased Premises but is unable to re-let the Leased Premises for as much rent as would have been paid by Tenant during the period between Tenant's abandonment and the end of the Term, Tenant shall be liable to the Landlord for the difference.

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

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

- b) **If Landlord Finds a Replacement:** If Tenant abandons or vacates the Leased Premises for any reason during the Lease Term and fails to find a fully qualified replacement but Management succeeds in finding said replacement, Tenant will be charged an Early Termination Fee (and not as a penalty) equivalent to two Rent Installment payments, per their current Lease rate as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). An inspection will be completed as soon as it becomes apparent that the Leased Premises have been vacated. Any damages to the Leased Premises that are the result of gross negligence will also be charged to the Tenant, and Tenant will be notified of the claim to impose such charges in accordance with Section 5 of the Lease. The Early Termination Fee and any associated damage charges is due within ten (10) days of receipt of the notice to pay. Should Tenant fail to pay the Early Termination fee by the specified due date, Landlord will cancel the Lease 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. ACCELERATION: In the event of a default by Tenant under this Lease, Landlord or Landlord's Agent may declare 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.

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 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 as to make the "Leased Premises" 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, there will be a \$250.00 fine per Tenant imposed. 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 will be repeated for future occurrences.

19. OCCUPANTS: Unless Tenant has leased the entire unit or apartment, Management reserves the right to place other occupants within the unit based on bedroom count. Landlord makes no representation or warranties as to the compatibility or conduct of any roommates placed in the Leased Premises. 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. 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 a fine 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:

- Guests must be accompanied by the Tenant at all times inside the Leased Premises;
- The guest's presence may not interfere with the rights of a roommate(s);

- 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;
- The Tenant is responsible for the actions of their guest(s) in the Leased Premises at all times;
- NO parents, older family members, or individuals younger than eighteen (18) years of age can stay overnight in the Leased Premises at any time;
- Amenity areas such as the Fitness Center may NOT be used by anyone not listed on the Lease Agreement;
- Guests and social gatherings must remain inside the Leased Premises;
- 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. If a situation involving a guest is brought to the attention of Management or complaints arise for any reason about an unaccompanied guest or a guest visiting too often, Management may move toward placing a No Trespass order against said guest and eviction proceedings may begin for the Tenant, per Prevailing Law.

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 Resident Portal.

Residents agree 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 Contract, 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. Residents 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)

- 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, earthquake, etc. or other occurrence that is not caused by the Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord or Landlord's Agent may elect to: (1) repair or rebuild the Leased Premises during the period of untenability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage. Landlord or Landlord's Agent is not responsible for providing housing during the period of untenability. Landlord is not liable to Tenant for any personal injury or damage or loss of personal property from any *force majeure*, e.g., fire, rain, flood, hail, ice, snow, lightning, wind, or other destructive and/or unforeseen circumstance, e.g., water leaks, minor fire, theft, vandalism, or surges or interruptions in utilities, except to the extent that such injury or damage was the direct result of gross negligence of Management or its employees.

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

Tenant must use only thumb tacks or push pins to hang posters and only picture frame hangers to hang framed 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. Tenant is prohibited from placing Landlord-provided indoor furniture 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 a 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.).

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 for 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 suggested 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, 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, negligent, 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.

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

- 27. NO RELIANCE ON SECURITY SYSTEMS, DEVICES OR MEASURES:** 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.

The presence of courtesy patrols, patrol cars, access gates, surveillance cameras, or other deterrents do not guarantee that crime can or will be prevented. Tenant is responsible for planning and acting with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Tenant agrees to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Landlord, and shall provide Landlord with such law enforcement agency's incident report number upon request.

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.

- 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.

- 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 \$250.00 pet deposit per animal must be paid before any animal/pet may reside in the Leased Premises. A monthly pet rent of \$30.00 per pet will also be due. All roommates must agree in writing that an animal/pet is allowed in the Leased Premises. If any roommate disagrees, the request to own an animal/pet will be denied. A maximum of two animals/pets per apartment dwelling/house is allowed. (Exceptions to the pet limit may be made by Management on a per-case basis.)

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."

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 <https://www.hud.gov/>.

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 11pm and 7am 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, Tenants face 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 residents in the apartment/unit/house will be charged unless the responsible parties take full responsibility in writing. All charges listed above are in addition to any other local authority fines/violations.

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

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

35. KEYS/UNIT ACCESS: Tenant will be provided with key fob, electronic keypad, or brass key access for entrance into all doors within the building to which Tenant has been authorized access. **If a key fob/key is lost or not returned at the end of the Lease, even if Tenant is returning the following lease year, a fee of \$150.00 will be charged, and Landlord or Landlord's Agent cannot guarantee how quickly a replacement can be furnished.**

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.

If an electronic keypad or fob needs to be reprogrammed due to Tenant negligence, a \$50.00 reprogramming fee will be charged to Tenant for each instance.

If a mailbox key is lost, a fee of \$50.00 will be charged to Tenant for the replacement key.

Tenant will be charged a \$75.00 lock-out fee for each lockout assistance occurring after office hours. The fee will be charged to the Tenant's account, is considered "Rent," and must be paid within ten (10) days of notification or with the next month's Installment payment, whichever comes first.

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

- 36. VEHICLES AND PARKING:** A parking sticker/pass will be issued to Tenant at move-in or when Tenant's vehicle is registered in the Resident Portal. Only one sticker will be issued per Tenant. There is a \$25.00 fee for a replacement sticker. At properties with gate access, a clicker/gate pass will be issued for each registered vehicle. There is a \$200.00 fee for a replacement clicker/gate pass. **Each parking sticker and clicker/gate pass is good for this Lease Term only; if Tenant renews, a new sticker must be obtained from Landlord or Landlord's Agent by Tenant.**

The parking lot is for Tenant use only, and the parking sticker must be placed on the Tenant's vehicle only. Tenants are issued a parking sticker which must be visible from the rear window, driver's side at all times. All motor vehicles must be registered within the online Resident Portal. All motor vehicles on the Premises must be currently licensed and inspected. All other 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.

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. Landlord reserves the right to revoke or restrict parking rights in the event Tenant violates this Section 36 of the Lease Agreement.

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.

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.

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 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.

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

Tenant authorizes Landlord and its agents to accept packages, parcels, and deliveries on behalf of Tenant. Tenant acknowledges that accepted packages, parcels, and deliveries may not be kept in a locked or otherwise secured area. Tenant also understands that any perishable packages, parcels, or deliveries, such as those provided by subscription meal delivery services, may not be stored in a climate-controlled environment and must be picked up within twenty-four (24) hours of delivery or else they will be discarded. Tenant agrees to hold Landlord and its agents free of liability or responsibility for packages, parcels, or deliveries should they be lost, damaged, or otherwise harmed. Furthermore, Tenant understands that if such non-perishable packages, parcels, or deliveries are not claimed within fourteen

(14) days, they will either be returned to the sender or discarded, as Landlord deems appropriate. Notification of package receipt will be sent via email and/or text to the email address/phone number on record with Landlord. Packages addressed to non-residents will be returned to sender.

38. 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.

39. ADDITIONAL SIGNERS TO THE LEASE AND GUARANTY: All signers of this Lease and the corresponding Guaranty Agreement Addendum are jointly and severally responsible for all financial obligations. This includes, but is not limited to: rent, late fees, damages, and utility charges. The Guaranty Agreement applies to the Lease with the stated Lease Term and will be valid and continuous through the Lease Term, any renewals of the Lease, transfers to other Leased Premises, and/or resigning of a new lease, whether within the same community or within a different community but with College Town Communities as the Landlord.

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

40. 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).

41. 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.

42. ADDITIONAL TERMS AND CONDITIONS AGREED TO BY BOTH PARTIES:

- a. Prior to using any property amenities such as a clubhouse or gym, if provided, Tenant must sign an Agreement of Use and follow all guidelines in both the Agreement of Use and posted signage for any such property amenities. Tenant understands that use of such amenities is contingent upon timely payment of rent and adherence to the terms of this Lease.
- b. No partying, beer kegs, large groups of people, drugs, hookah pipes, e-cigarettes/vaping, grills, smoke or fog machines, candles, incense, incense, Tiki torches (or anything else that uses an open flame), Kegeators, space heaters, or aquariums are allowed.
- c. Residents, any member of Residents' household, occupants, guests, invitees, or other persons under Residents' 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)).
- d. Firepits are not allowed at «property_name». Any Tenant found with a firepit will be fined starting at \$500.00.
- e. Fireworks are prohibited at «property_name». Any Tenant found using fireworks will be fined starting at \$500.00.
- f. Violations for vandalism against any portion of «property_name» will result in a minimum fine of \$300.00 per responsible Tenant. Should a second incident occur, Tenant may be evicted. Landlord reserves the right to change this policy depending on individual circumstances of the violation in question.
- g. **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 car 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.**
- h. 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.
- i. 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.
- j. The manufacturing, intent to deliver, or possession of a controlled substance or drug paraphernalia is strictly prohibited. If a Tenant or Tenant's guests are in violation of this rule, Tenant will be subject to lease violation and/or eviction.
- 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 are not allowed to go upon the roof of any building located within which the Leased Premises is located and 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. 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 Residents may result in a fine for Owner, and therefore will be deemed a violation of the Residential Lease Contract. 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. 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.
- x. **NO SMOKING is allowed in ANY part of the building. Cigarettes must be disposed of in exterior 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 and in the College Town Communities Resident Handbook, which is available upon request, in the "Resources" section of the Resident Portal, and in the Leasing Office during regular business hours. Additional rules and regulations may be implemented during the course of the Lease. Tenant will be notified in writing of any such additions.

SIGNATURES

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

Tenant's Signature

Tenant's Name (Printed)

Date

Landlord or Landlord's Agent's Signature

Landlord or Landlord's Agent's Name (Printed)

Date

ADDENDUM A TO RESIDENTIAL LEASE

AGREEMENT OF USE OF THE DOWNTOWN RAIL YARD LOUNGE AND ONSITE AMENITY AREAS

I, the undersigned, agree to abide by the following "Agreement of Use of the Downtown Rail Yard Lounge and Onsite Amenity Areas." I understand that these rules have been created to ensure a safe, enjoyable experience for all residents at The Rail Yard. In addition, I acknowledge that my failure to abide by these rules could result in suspension of privileges within these amenity areas. Lastly, I understand that these rules are subject to change as Management deems necessary.

THE DOWNTOWN LOUNGE AND CLUBHOUSE RULES

- Downtown TRY Lounge and Clubhouse hours are 8am – 7pm every day. Hours are subject to change by Management.
- Entry into the TRY Lounge will be restricted to current residents of The Rail Yard and Varsity Townhomes ONLY.
- Rail Yard and Varsity residents must present a valid photo ID to front desk staff upon entering and must be in good financial standing with College Town Communities in order to use all facilities.
- Non-residents must complete a guest card and then be accompanied by a staff member who will provide a tour of the facility. At the completion of the tour, they must leave the Clubhouse and fitness center facilities.
- NO smoking, vaping, or use of alcoholic beverages is permitted in the Lounge, outside deck area, or Clubhouse.
- All furniture must remain in place. No moving/rearranging furniture.
- Residents using the private study rooms located in the Downtown Lounge should work quietly, with the door closed. All study rooms should be left in the same condition in which they were found, i.e., all furniture neatly arranged and all trash thrown away. Please use proper "library etiquette" whenever these areas are in use.
- Bicycles, skateboards, roller skates, and hover boards are prohibited in the TRY Lounge, deck area, and onsite amenity areas, including the Fitness Center.
- Food and open container beverages are ONLY allowed in the café and deck areas of the TRY Lounge and the café area of the Clubhouse.
- TVs must not be tampered with and are controlled by Management.
- Computer equipment is not to be removed from the Business Lounge for any reason. Any issue with equipment, including printers, must be reported to Management immediately.
- Use of the computers for viewing or downloading inappropriate or illegal materials is strictly prohibited.
- Downloading of files and/or software to the computer's hard drive is forbidden.
- Printers are for use by current residents only.
- Do not use your own paper in the printers. Ask Office Staff to refill paper when necessary.
- Follow posted rules for limits on how many pages can be printed/copied per resident.
- NO Pets or Animals are allowed in the amenity areas for any reason.
- There will be a ZERO TOLERANCE policy for those not following these TRY Lounge and Clubhouse rules. Any resident who violates any of these rules will lose their privilege to enter or use these amenity areas for a minimum of a 30-day period.

THE RAILYARD FITNESS CENTER RULES

- Fitness Center hours of operation are 8am – 10pm daily. Hours are subject to change by Management. The Fitness Center will be closed for an hour each day for cleaning. See posted signage for details.
- Management will not be responsible for loss or damage to personal property of any kind.
- Management will not be responsible for any personal injury that may occur while using the Fitness Center.
- No guests are permitted. The Fitness Center is for the use of The Rail Yard residents only.
- Always consult with a physician before participating in strenuous physical activity.
- Drinks are permitted if carried in unbreakable, spill-proof containers, i.e., no glass containers allowed. If any liquids are spilled, notify Management immediately.
- No food or smoking is allowed in the Fitness Center.
- No pets/animals are allowed in the Fitness Center.
- The use of clean (indoor), non-marking sport shoes is mandatory on exercise apparatus.
- Any resident who is unfamiliar with the use of any equipment should see the Office Staff immediately for assistance and refrain from using the apparatus until proper instruction is received.
- Residents 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 are permitted.
- Residents must clean the exercise apparatus with the cleaning products supplied by Management.
- If you believe any equipment is malfunctioning, please notify the Office Staff immediately.
- 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 resident(s).
- Residents should not move any exercise apparatus and should return weights/dumbbells to their proper place.
- No gym equipment, including free weights, may leave the Fitness Center.
- 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 judgment of owner/owner agent, under the influence of alcohol or other drugs may be asked to leave the Fitness Center.
- There will be a ZERO TOLERANCE policy for those not following these Fitness Center rules. Any resident 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.

ADDENDUM B TO RESIDENTIAL LEASE

AGREEMENT OF USE OF BALCONY AND PATIO SPACES

I, the undersigned, acknowledge receipt of the following "Agreement of Use of Balcony and Patio Spaces." I understand that these rules have been created to ensure a safe, enjoyable experience for all tenants and their guests at The Rail Yard. In addition, I acknowledge that my failure or the failure of my guests to abide by these rules could result in suspension of privileges within this common area. Lastly, I understand that these rules are subject to change as Management deems necessary. This addendum by and between Landlord and Resident(s) amends the Lease between the parties.

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:

- **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.

SAMPLE