



RENTAL APPLICATION – 13<sup>th</sup> AND OLIVE

Name: (FIRST) (LAST) Cell #: ( )

Current Local Address: (STREET ADDRESS) (CITY) (STATE) (ZIP)

Student Classification (Fall 2013): FR SO JR SR GRAD School Attending at Time of Occupancy:

Permanent Address: (STREET ADDRESS) (CITY) (STATE) (ZIP)

Current Housing: Telephone: ( )

Employer: (NAME) (ADDRESS) (TELEPHONE)

Occupation: Current Salary: W-2 or Current Pay Stub Attached

Social Security Number: Email Address:

Check One: Driver's License # Passport# State ID# Number: State:

Date of Birth: / /

Emergency Contact: Telephone: ( )

How did you hear about us?:

If you will be parking a car on the premises, please provide the following information:

Make: Model: Year: Color: License Plate#:

PARENT OR GUARDIAN

Name: (FIRST) (MIDDLE) (LAST) Telephone: ( )

Address: (STREET ADDRESS) (CITY) (STATE) (ZIP)

Employer: (NAME) (ADDRESS) (TELEPHONE)

Relationship to Applicant: Email Address:

Roommate Policy: To secure a two-bedroom apartment at 13th AND OLIVE, two individuals must complete all paperwork and pay all fees. To secure a three-bedroom or four-bedroom apartment at 13th AND OLIVE, two individuals must complete all leasing paperwork required by 13th AND OLIVE and pay all fees; those two individuals (referred to as "primary tenants") then have one week after completion and submission of the leasing paperwork to locate a third roommate who must also complete and submit the required leasing paperwork and pay the required fees. To secure a five-bedroom apartment, three individuals must complete all leasing paperwork required by 13th AND OLIVE and pay all fees; those three individuals (also referred to as "primary tenants") have two weeks to bring in a fourth, fifth and final roommate, who must also complete and submit the required leasing paperwork and pay the required fees. If the primary tenants are unable to locate and secure roommates during the time periods described above, Capstone Properties LLC, as Agent for CCC-Eugene, LLC and 13th AND OLIVE (collectively, "Landlord") reserves the right to place roommates into the unleased bedrooms, relocate you to another apartment, or cancel your lease. If you notify Landlord's Agent that you do not have a sufficient number of roommates, we will work with you to assist you in finding roommates when possible. Any individual who completes all paperwork without a sufficient number of roommates will be considered "unassigned" until Landlord has assigned the individual an apartment. Landlord reserves the right to relocate individuals to another apartment if needed.

Co-ed Policy: Co-ed living is allowed at 13th AND OLIVE. Landlord must be made aware of your interest to reside in a co-ed apartment prior to your signing any lease documents. In addition, all roommates of a co-ed apartment are required to sign leases and pay all fees at the same time. Co-ed Addendums must be signed by each tenant and the guarantors of your lease prior to Landlord officially accepting you as a tenant.

Security Deposit: Applicant has deposited herein the sum of \$150 (One Hundred Fifty Dollars), the receipt of which is hereby acknowledged, which may be refunded or retained by Landlord in accordance with the Lease (and which will be returned to Tenant if the Lease is not signed by all parties).

Activity/Facilities Charge: Certain designated amenities at 13th AND OLIVE (such as the fitness, sauna/steam, multi-purpose room, computer lab, and pool facilities) are only available if tenant pays an upfront Activity/Facilities Charge of \$150, as a one-time NON-REFUNDABLE charge. If tenant uses the designated facilities without having already paid the Activities/Facility Charge, tenant agrees that such use will be deemed consent to pay, and tenant will automatically be charged, the Activity/Facilities Charge of \$.

Application Fee: Applicant understands that he/she is being charged a NON-REFUNDABLE Application Fee of \$35.00 (Thirty Five Dollars), which represents Landlord's average actual cost of screening applicants. Written notice of the Landlord's screening criteria, a description of Landlord's screening process and of Applicant's rights to dispute the accuracy of a screen report, and an estimate of the number of available units of the type sought by Applicant at 13th AND OLIVE will be provided to Applicant prior to Applicant's payment of this fee.

Sublease Fee and Approvals: Pursuant to the "Assignments or Subletting" section of the Lease, Applicant understands that he/she will be charged the total sum equal to one month's rent for the execution of a sublease transaction. As provided in the Lease, all subleases must be approved in advance by Landlord, all tenants and guarantors of the apartments.

I, the Undersigned Applicant, have read and agree to all provisions of this application. I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION. I UNDERSTAND THAT THIS APPLICATION IS A PART OF MY LEASE WITH LANDLORD, ESPECIALLY THOSE AREAS REGARDING DEPOSITS AND FEES. I HEREBY AUTHORIZE LANDLORD TO MAKE ANY INVESTIGATION AS TO THE INFORMATION CONTAINED IN THIS APPLICATION AND USE SUCH INVESTIGATION AS A BASIS TO DETERMINE WHETHER THIS APPLICATION IS APPROVED OR DISSAPPROVED. I UNDERSTAND THAT THIS INVESTIGATION MAY INCLUDE, BUT NOT BE LIMITED TO, A CREDIT REPORT, VERIFICATION OF EMPLOYMENT, PAST RENTAL HISTORY, AND CRIMINAL RECORDS. I, THEREFORE, CONSENT TO THIS INVESTIGATION, AND I CERTIFY THAT ALL STATED FACTS ARE TRUE, CORRECT AND COMPLETE, AND I UNDERSTAND THAT ANY MISREPRESENTATION OR OMISSION MAY BE CAUSE FOR LANDLORD TO REJECT THIS APPLICATION AND/OR TERMINATE MY LEASE.

Signature of Applicant Date



RESIDENT PROFILE - 13<sup>TH</sup> AND OLIVE

Name: \_\_\_\_\_ Bedroom Preference: \_\_\_\_\_

Current Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

Living at Current Address Until? \_\_\_\_\_ Cell Number: \_\_\_\_\_

Permanent Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Permanent Phone: \_\_\_\_\_ Gender: Male \_\_\_ Female \_\_\_ Age: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Preferable Method of Contact: Email  Phone  Facebook

School Attending at Time of Occupancy (Fall 2013): \_\_\_\_\_ Major: \_\_\_\_\_

Classification at Time of Occupancy (Fall 2013): FR  SO  JR  SR  Grad

Circle the indicator that most accurately describes your personality:

Neatness	Messy	1	2	3	4	5	Very Neat	
Personality	Quiet	1	2	3	4	5	Outgoing	
Focus	Academically	1	2	3	4	5	Socially	
Visitors	Never	1	2	3	4	5	Frequently	
Activity Level	Couch Potato	1	2	3	4	5	Very Active	
Drink	Never	1	2	3	4	5	Frequently	
Smoke	Never	1	2	3	4	5	Frequently	Bothers me _____

If you smoke, will you only smoke outside? YES  NO

Note: At 13<sup>th</sup> AND OLIVE smoking is not allowed inside the apartment buildings; smoking is only allowed in exterior common areas

Do you plan to have any pets: YES  NO  If YES, please list: \_\_\_\_\_

Describe Hobbies, Interests, Club/Organizations, Other Considerations or Special Requests:

\_\_\_\_\_  
\_\_\_\_\_

Describe Yourself:

\_\_\_\_\_  
\_\_\_\_\_

List 3 traits / characteristics you look for in a roommate

\_\_\_\_\_  
\_\_\_\_\_

Describe your perfect roommate

\_\_\_\_\_  
\_\_\_\_\_

Roommate Request

1. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

4. Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

I understand that this information will be used for making roommate assignments and will be released to prospective roommates. Additionally, I have been truthful in completing all information provided above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ADDENDUM "B" TO LEASE RULES AND REGULATIONS

The following Rules and Regulations are a binding part of Tenant's Lease with Landlord. Landlord provides these Rules and Regulations for Tenant's benefit and the benefit of the other tenants of 13<sup>th</sup> AND OLIVE (the "Community"). By abiding by these Rules and Regulations, Landlord expects that all tenants will better enjoy living at the Apartments. Please understand that any nonperformance or breach of any of these Rules and Regulations causes increased operating expenses, including but not limited to clean-up costs, increased management and labor costs, and increased utility costs. Please also understand that any nonperformance or breach of one of these Rules and Regulations constitutes a default by Tenant under Tenant's Lease and Landlord may, in its sole and absolute discretion, proceed with an eviction action or exercise any other rights or remedies afforded to it under Tenant's Lease or provided by Prevailing Law, which shall not amount to a release of Tenant's obligations under the Lease but shall in addition make Tenant responsible for any and all damages resulting from a violation of these Rules and Regulations.

1. Only authorized pets, subject to the Agent's approval are allowed at any time in the Community, including visiting pets. An addendum to the Lease must be signed and additional monies paid before a pet may be brought to the Community. Otherwise, no pets or other animals of any kind, other than service animals for the disabled, are permitted in any Apartment Unit or on the grounds of the Community. If a Tenant requires the assistance of a service animal, then an addendum to the Lease must be signed and additional monies paid before such service animal may be brought to the Community. A violation of this pet policy will subject the Tenant to a **\$50.00** fee, in addition to any other rights and remedies of Landlord (including but not limited to eviction of Tenant in accordance with Prevailing Law).
2. Landlord acknowledges Tenant may entertain friends and have parties and guests and invitees, subject to the Rules and Regulations. Tenant and Tenant's guests and invitees shall at all times maintain order in the Apartment Unit and at all places on the Community's grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, phonographs, or any other appliances or items that may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents, as determined by Landlord. No band instruments shall be played on the Community's grounds at any time. Repeated violations of this policy may subject Tenant to eviction in accordance with Prevailing Law.  
  
In order for Tenant to refute a complaint, it is understood that the burden of proof is upon Tenant, who must refute such complaint with clear, convincing and undisputable evidence. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.
3. No grill of any kind is allowed in or outside of the Apartment Unit. Grills may be provided in designated areas by Landlord.
4. No incense or other odor producing items shall be used in the Apartment Unit. Because of the nature of the Community, it is understood that offensive odors, as determined by Landlord, are expressly prohibited.
5. The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles, scooters and other vehicles or any purpose other than ingress and egress.
6. Recreational vehicles, nonoperational vehicles, commercial vehicles, boats, campers, jet skis, etc., are prohibited from being parked on the Community's grounds. Parking of vehicles in other than designated parking areas is strictly prohibited. Landlord reserves the right to refuse parking of any vehicle that may endanger life or property. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or on football or other sports or college activity weekends. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time. In the event parking permits shall be required, Tenant agrees to display such permit as instructed. Tenant agrees that for such violation of any parking regulations in force from time to time, including failure to display any required permit, Tenant's vehicle and the vehicles of Tenant's guests and invitees may be subject to being towed at Tenant's expense or to charges put in force by the Landlord from time to time. Only one vehicle is allowed per tenant. A violation of this parking rules and regulations in this Addendum B or the improper use of vehicles at the Apartments will subject the Tenant to a **\$50.00** fee for each occurrence, in addition to any other rights and remedies of Landlord (including but not limited to eviction of Tenant in accordance with Prevailing Law).
7. Use of the common areas, including but not limited to the parking areas, walkways, clubhouse, swimming pool, tennis courts, fitness and tanning facilities, and other amenities made available by Landlord, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invitees. No glass containers are permitted in such common areas. No guest or invitee shall be permitted in the common areas except in the accompaniment of a tenant. Tenant shall immediately notify Landlord of any problems or safety hazards in the common areas. Use of common areas and amenities at 13<sup>th</sup> And Olive, including but not limited to the parking areas, walkways, clubhouse, swimming pool, tennis courts, fitness and tanning facilities, and other amenities made available by Landlord (the use of some of which are subject to the Activity/ Facilities Charge at Lease signing) shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invitees. No glass containers are permitted in such common areas. No guest or invitee shall be permitted in the common areas except in the accompaniment of a tenant. Tenant shall immediately notify Landlord of any problems or safety hazards in the common areas.
8. The swimming pool is open daily, weather and maintenance permitting, from 10:00am to 11:00pm, at the discretion of Landlord. Tenants may host no more than two guests at a time. Any person not a tenant of the Apartment Unit is a guest and must be accompanied at all times by the Tenant. \*\*\* This rule is subject to change if overcrowding occurs. \*\*\*
9. Use of foil and other similar unsightly materials, including neon or flashing signs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. If Landlord provides blinds on windows, such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Apartment Unit caused by leaving windows or doors open during inclement weather will be Tenant's responsibility.
10. Locks or security devices may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Apartment Unit. All keys and/or electronic access cards must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
11. Tenant, at Tenant's expense, shall be responsible for replacement of all interior light bulbs and tubes. All bulbs and tubes must be operational at the time Tenant vacates the Apartment Unit. Colored bulbs are not allowed in patio or balcony

lights. Tenant may not remove any patio light, balcony light or globe. Landlord reserves the right to impose a reasonable charge for replacement of any patio light, balcony light or globe if removed.

12. Solicitation shall not be permitted on the Community's grounds, either by tenants or outside solicitors, without the prior written permission of Landlord in each instance.
13. Tenant must keep utilities (electricity, gas, etc.) turned on during the entire Term of Tenant's Lease in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it is presumed that Tenant has abandoned the Apartment Unit and the Landlord may enter and take possession in accordance with Prevailing Law. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Tenant. If disconnected utilities are turned over to the account of Landlord, Landlord has the right to bill an equal share of such charges, plus reasonable management overhead, to Tenant.
14. All trash, garbage and recycling will be placed in receptacles in locations designated by Landlord. Tenant agrees to cause trash, garbage and recycling to be deposited directly into such receptacles and not left in the Apartment Unit or in the common areas, hallways or similar places. Landlord reserves the right to impose a reasonable charge for violation of this section as well as for any littering by Tenant. Tenant agrees to place trash, garbage and recycling inside the receptacles, not outside the receptacles or in the surrounding area. If not recycled, flatten boxes before placing in the dumpster. Other household rubbish must be put into plastic garbage bags, secured at the top and placed in the dumpster. If the need to dispose of furniture arises, please contact the Agent and make arrangements. In the event of a failure to clean up garbage, rubbish and other waste from a part of the Apartments other than the Apartment Unit (without limiting any of Landlord's other rights or remedies) Tenant will be charged a fee **\$50.00** per occurrence.
15. Vehicles parked in the Community must be in operable condition, currently licensed and on record at the Community's office. Unlicensed and inoperable vehicles will be towed at the expense of their owners. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole and absolute discretion.
16. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
17. The use of candles, halogen lamps, kerosene lamps, kerosene heaters and electric heaters is strictly prohibited.
18. Hallways and other common areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Trash cans are strictly prohibited on patio and balcony areas. Bicycles, motorcycles, scooters and other conveyances may be parked only in designated areas. Outdoor furniture only is allowed outdoors. Wear and tear attributable to the placement of indoor furniture or furnishings outdoors, and any damaged to furniture or furnishings beyond normal wear and tear attributable to ordinary indoor usage, will be deducted from Tenant's Security Deposit (or, if the balance of the Security Deposit is not sufficient for this purpose, will be due and payable to Landlord upon demand).
19. Water beds are prohibited.
20. Tenant must check the smoke alarm upon occupancy and once a month during the Term of Tenant's Lease and immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice. Tenant, at Tenant's expense, shall be responsible for replacement of smoke alarm batteries, which must be changed every six months. Removal of smoke alarms or their batteries is prohibited. Tampering with any smoke alarm, sprinkler system or fire extinguisher is prohibited. If Tenant removes or tampers with a properly functioning smoke alarm, smoke detector or carbon monoxide alarm, Landlord may charge Tenant a fee of **\$150**, in addition to any other rights or remedies of Landlord for such violation.
21. Throwing or dropping any objects whatsoever off of elevated areas or from windows at the Community is prohibited.
22. Lockouts (i.e., describing the event where a Tenant finds themselves locked out of Tenant's home due to forgetting or losing their keys, etc.) that occur during usual business hours will be resolved by management or maintenance personnel at no charge as a courtesy to Tenant, if the person assisted appears to be a tenant on the lease and if said person can produce a valid photo ID to allow Landlord to confirm that person's identity. After business hours, at Tenant's request Landlord's management or maintenance personnel will provide this service to Tenant for a service charge of **\$50.00**.
23. To obtain maintenance service, call the Community's office or stop by during normal business hours. For emergency maintenance service after normal business hours call the after-hours emergency number and leave a message, which includes Tenant's name, complete address and apartment number, telephone number, and the nature of the service requested. Emergencies will be responded to quickly. Please visit Tenant's move-in packet for information on emergencies.

#### **PARTY RULES AND REGULATIONS**

1. All parties must be pre-approved through Landlord's office. If any party is not pre-approved by Landlord, it will be shut down immediately.
2. The maximum number of allowed guests or invitees at a party is 25, subject to local fire marshal rules. Parties with more than 25 guests or invitees will be shut down.
3. Residents and guests or invitees of parties are not allowed to gather on balconies. Parties must remain indoors.
4. Any Apartment Unit receiving more than one noise complaint will result in the party being shut down.
5. Open parties are not allowed. This means that all guests and invitees must be invited. Flyers inviting the general public are not allowed. If Tenant is caught distributing this type of invitation, Tenant and Tenant's Guarantor will be contacted; Tenant will be in default of the Lease; and Tenant shall be subject to eviction in accordance with Prevailing Law.
6. All parties shall end by 2:00 a.m.

All illegally parked vehicles will be towed. No warning will be given. Tenant shall instruct Tenant's guests and invitees to park in designated areas.

Tenant is responsible for Tenant's guests' and invitees' behavior. The cost of repairing any damage caused by Tenant or Tenant's guests or invitees will be Tenant's financial responsibility.

THE DEFINITION OF A PARTY FOR PURPOSES OF THESE RULES AND REGULATIONS IS ONE APARTMENT UNIT HAVING 10 OR MORE GUESTS OR INVITEES.

Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall, in its sole and absolute discretion, determine to be necessary for the safety, care and cleanliness of the Community and for the preservation of good order, comfort and benefit of tenants in general and for the efficient operation of the Community, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Addendum on the day and year written below.

**AGENT:**

CAPSTONE PROPERTIES, LLC,  
As agent for Landlord

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_





## CAPSTONE PROPERTIES – 13<sup>th</sup> AND OLIVE CONTINUING PARENTAL OR SPONSOR GUARANTY

MINIMUM GUARANTEED AMOUNT \$ \_\_\_\_\_

UNIT # \_\_\_\_\_

THIS GUARANTY AGREEMENT (“Agreement”) is executed by the person or persons whose names are signed below (each, jointly and severally, a “Guarantor”). It is understood that \_\_\_\_\_ has applied to become a Tenant in the apartment community known as 13<sup>th</sup> AND OLIVE in Eugene, Oregon, which is owned by CCC-Eugene, LLC and managed by Capstone Properties, LLC, as Agent (collectively, “Landlord”). The Lease (including but not limited to any Addendums to the Lease, and any renewals or extensions of the Lease) is incorporated herein and will be signed by the Tenant, subject to completion as appropriate. Landlord requires, as a condition of the acceptance of such Tenant, and as a condition of Landlord being willing to enter into a Lease with such Tenant, that all obligations of the Tenant with respect to the Lease be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian or other sponsor. The requirement of this Agreement is in recognition that most of the tenants at 13<sup>th</sup> AND OLIVE do not have independent financial means, but this Agreement shall be in force irrespective of the financial means of the Tenant. This Agreement is an irrevocable, absolute and continuing guaranty of payment of the Obligations (defined below) and is not a guaranty of collection.

Each undersigned Guarantor represents to Landlord that his or her relationship with the Tenant is as set forth below the Guarantor's signature, that the Guarantor is at least 21 years of age and that Guarantor is not a current resident of 13<sup>th</sup> AND OLIVE.

In order to induce Landlord to lease to the Tenant identified above, each undersigned Guarantor does hereby (and, if more than one, jointly and severally) guarantee the payment in full of any and all obligations under the Lease to be executed by the Tenant, and any Lease renewals or extensions or a subsequent Lease (whether for the same or different apartment unit), and to pay any and all amounts, including without limitation the Rent, deposits, fees, costs, indemnities, expenses and other charges, imposed in connection with the Lease, including but not limited to reasonable attorneys' fees incurred in the enforcement of the Lease (collectively, the “Obligations”).

This Agreement may be enforced against Guarantor without necessity of recourse against Tenant or any other parties responsible. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which 13<sup>th</sup> AND OLIVE is located, and Guarantor consents to personal jurisdiction of such courts. Any actions to enforce this Agreement shall be governed by the laws of the State in which 13<sup>th</sup> AND OLIVE is located.

Each Guarantor waives (1) notice of acceptance of this Agreement; (2) notice of renewal or extension of Tenant's Lease or notice of any extension of time within which any payment of rental, damages or repairs or the performance of other Obligations shall be due; (3) necessity of recourse against Tenant; (4) any understanding that any other person, firm or corporation was to sign this Agreement; (5) the incapacity or bankruptcy of Tenant or any other guarantor; (6) any notice of change or amendment to the Lease (including but not limited to the Rules and Regulations attached as an Addendum to the Lease); (7) any notice of Tenant's default of the Lease; (8) diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby; (9) any notice of the commencement of any legal action against Tenant; (10) the right of contribution against others liable for the Obligations, and (11) any statutory or other right to require that 13<sup>th</sup> AND OLIVE take action against the Tenant.

Failure of Landlord to enforce rights of recovery against the Tenant or other occupants of the unit or any third parties shall not release Guarantor, and Guarantor shall be fully responsible as a primary obligor as though Guarantor were the Tenant under the Lease; provided however that Guarantor is only liable for payments or obligations of the above-named Tenant (including joint and several obligations) in accordance with the terms of Tenant's Lease or under applicable law.

**13<sup>th</sup> AND OLIVE strongly suggests that each tenant be covered by renter's insurance - 13<sup>th</sup> AND OLIVE will not be responsible for personal belongings.**

Until all the covenants and conditions contained in the Lease to be performed and observed by Tenant are fully performed and observed, Guarantor; (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

If Landlord obtains the signature of more than one guarantor on this Agreement or obtains additional agreements guaranteeing the Lease, or both, each undersigned Guarantor agrees that Landlord, in Landlord's sole discretion, may (a) bring suit against all guarantors of the Lease jointly and severally or against any one or more of them, singularly, simultaneously, successively or concurrently, (b) compound or settle with any one or more of such guarantors for such consideration as Landlord may deem proper, and (c) release one or more of such guarantors from liability. Guarantor further agrees that no such action shall impair the rights of Landlord to enforce the Lease or this Agreement against any remaining guarantor or guarantors, including any Guarantor hereunder.

In the event of any suit, action, arbitration, or other legal proceeding of any nature whatsoever relating to this Agreement or to the rights or obligations of the parties with respect hereto, the prevailing party will be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision will apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

This Agreement shall be binding upon each Guarantor and the Guarantor's successors, heirs, executors and administrators, and shall inure to the benefit of Landlord and Landlord's successors and assigns.

This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

