

# STUDIO GREEN LEASE CONTRACT

## 1. RESIDENT INFORMATION (\* Required fields)

Last Name*		First Name*		M.I.	
Permanent Address*		City*	State*	Zip Code*	
Current Telephone Number*	Cell Phone Number	Email Address*			
Social Security Number*	Date of Birth*	Student ID #	Circle Your Gender*:	Male	Female
Emergency Contact other than Guarantor*		Emergency Contact Telephone Number*			

Indicate university/college attending:    UD    Other: \_\_\_\_\_

Circle year in college (for 2011-2012 academic year):    FR    SO    JR    SR    Graduate

   Faculty    Staff/Intern    OTHER: \_\_\_\_\_

## 2. ROOMMATE INFORMATION

Roommate(s) requested: \_\_\_\_\_

Curriculum/major: \_\_\_\_\_

Studio Green enjoys a smoke-free environment; however, smoking is allowed in some floorplan types. It is suggested that all residents smoke outside the unit or building.

I am willing to share a unit with a smoker?    YES    NO

## 3. GUARANTOR INFORMATION

Last Name		First Name	
Address	City	State	Zip Code

## 4. UNIT STYLE AND PAYMENT PLAN

**STEP 1:** Please make your selection from the unit style you are willing to accept and rank order your preference by placing a number in the "Rank Order" box of that unit style. 1 = First Choice, 2 = Second Choice, 3 = Third Choice. **DO NOT place a "Rank Order" for any unit style you will not accept assignment.**

**STEP 2:** Please select the term that best meets your needs by placing your initials in the box marked "Your Initials" for each unit style that you have given rank order (i.e. if you rank ordered two unit styles, then you must have a total of two initials, one next to each rank order.)

**STEP 3:** All applicants must have a guarantor with a valid U.S. Social Security or identification number. If you are over 23, or do not have a valid U.S. Social Security Identification Number, you may elect to make application for residency by meeting our approved credit history standards.

### TERM Full = August 25, 2011 – July 31, 2012

Rank Order	Your Initials	Term	Total Value	Rental Installment Payments and Due Dates												Director Initials
				08/01/11	09/01/11	10/01/11	11/01/11	12/01/11	01/01/12	02/01/12	03/01/12	04/01/12	05/01/12	06/01/12	07/01/12	
<input type="checkbox"/>		Full	\$9,268	\$193	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	\$825	
<input type="checkbox"/>		Full	\$9,886	\$206	\$880	\$880	\$880	\$880	\$880	\$880	\$880	\$880	\$880	\$880	\$880	
<input type="checkbox"/>		Full	\$10,335	\$215	\$920	\$920	\$920	\$920	\$920	\$920	\$920	\$920	\$920	\$920	\$920	
<input type="checkbox"/>		Full	\$10,505	\$220	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	\$935	
<input type="checkbox"/>		Full	\$11,223	\$234	\$999	\$999	\$999	\$999	\$999	\$999	\$999	\$999	\$999	\$999	\$999	
<input type="checkbox"/>		Full	\$10,728	\$223	\$955	\$955	\$955	\$955	\$955	\$955	\$955	\$955	\$955	\$955	\$955	
<input type="checkbox"/>		Full	\$7,628	\$159	\$679	\$679	\$679	\$679	\$679	\$679	\$679	\$679	\$679	\$679	\$679	
<input type="checkbox"/>		Full	\$7,291	\$152	\$649	\$649	\$649	\$649	\$649	\$649	\$649	\$649	\$649	\$649	\$649	
<input type="checkbox"/>		Full	\$7,077	\$147	\$630	\$630	\$630	\$630	\$630	\$630	\$630	\$630	\$630	\$630	\$630	
<input type="checkbox"/>		Full	\$6,740	\$140	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	\$600	
<input type="checkbox"/>		Full	\$7,853	\$164	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	
<input type="checkbox"/>		Full	\$7,516	\$157	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	\$669	
<input type="checkbox"/>		Full	\$8,201	\$171	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	\$730	
<input type="checkbox"/>		Full	\$7,864	\$164	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	
<input type="checkbox"/>		Full	\$8,706	\$181	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	
<input type="checkbox"/>		Full	\$8,145	\$170	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	
<input type="checkbox"/>		Full	\$7,302	\$152	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	\$650	
<input type="checkbox"/>		Full	\$7,190	\$150	\$640	\$640	\$640	\$640	\$640	\$640	\$640	\$640	\$640	\$640	\$640	

I have made the unit style and payment plan selections listed above and have indicated the ranked preferences for which I am willing to accept assignment. I understand that submission of this completed Lease Contract **DOES NOT** guarantee me a confirmed bed space. I will be notified of my confirmed bed space in writing upon receipt of a signed copy of this Lease Contract from the Director, confirming my unit style and payment plan. It is only at the time you receive this written confirmation that you are guaranteed a bedspace.

I agree to pay the total amount due (Rental Installment) for my Premises on or before due dates as outlined in the payment schedule determined by my payment plan option selected and as outlined in the Lease Contract.

The Lease Term is the length of time between the Starting Date and the Ending Date outlined in the preferences selected.

In the event the Starting Date and/or the Ending Date is different than those indicated in the Lease Contract, (different dates must be approved in writing by us) then the rental installment shall be prorated based upon a daily amount. If the date of move-in is on or before the 10<sup>th</sup> business day following the first day of classes at the University, there will be no prorated Starting Date and the Starting Date outlined in the Lease Contract will be used.

## 5. DESCRIPTION AND RELOCATION

This Lease is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- a. Your sole use of the bedspace assigned to you;
- b. Together with the other residents of the apartment unit in which your assigned bedspace is located ("Apartment"), your joint use of the Common Areas in the Apartment (for purposes of this Lease, "Common Areas in the Apartment" are those areas within the Apartment to which you have access without going into another bedspace);
- c. Together with the other residents at the Property, your joint use of the Common Areas at the Property (for purposes of this Lease, "Common Areas at the Property" are those areas within the Property to which all residents have general access); and
- d. If we provide furniture in the Apartment, your sole use of the furniture within the bedroom in which your bedspace is located, and your joint use of all appliances and furniture within the Common Areas of the Apartment.

However, following five (5) days after we provide written notice to you, we have the right to relocate you from one bedspace in the Apartment to another, or to another similar bedspace in an Apartment in any building at the Property. If we relocate you, we will pay the costs associated with changing your phone, cable TV and electric services only. If you request to be relocated, then you shall pay to us a Transfer Fee in the amount set forth in the Community Lease Addendum. In no event shall we be obligated to relocate you at your request.

## 6. OCCUPANTS

Only you can live in the Premises. It will be used only as a private residence and for no other purpose. We have the right, when any bedspace within the Apartment is unoccupied, to place a new resident in the unoccupied bedspace unless you and all other residents in the Apartment agree to pay us, as part of your respective Rental Installments, the total Rental Installments due for such unoccupied bedspace. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate was not truthful on their lease application, we are not liable, but that person could be in default under their lease.

## 7. LEASE TERM

The Lease starts on the Starting Date, and ends at noon on the Ending Date, but you cannot occupy your Premises until we have complete and executed lease documents. If we do not provide your bedspace to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).

## 8. HOLDOVER

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional amount as defined in the Community Lease Addendum for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

## 9. MOVE-IN

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours (or according to applicable law) after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. You acknowledge that the condition of the Premises may not be the same as the condition of the model unit you may have previously toured. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS AND ACKNOWLEDGES THAT THE PREMISES ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE LEASED. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES, EQUIPMENT OR FURNITURE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, OR SUITABILITY.

## 10. MOVE-OUT

- a. The rest of this paragraph applies unless the Lease is terminated in accordance with the provisions of Section 23. If you intend to leave the Premises permanently, whether on or prior to the Ending Date, and you want us to return to you any remaining Security Deposit, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rental Installments through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received. **If you do not give us the move-out notice as described above you will be charged \$150.00 as an Improper Notice Fee. Except to the extent that your Security Deposit is to be used to pay any of your other obligations under this Lease, we may elect to apply the remaining Security Deposit, if any, toward the Improper Notice Fee.**

- b. When you leave, whether at or prior to the Ending Date, we shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by us to have occurred during your occupancy and use of the Premises. You shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash from the Premises and returning furniture (as applicable) to its original placement. If you fail to clean or if any appliances or furniture have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff that may not inspect your bedspace or Apartment until after you have moved out.
- c. You shall pay all utility and service bills to the Premises for which you are responsible and cancel all utility accounts in your name. You shall return to us all keys, access cards, and remote control devices, if applicable, issued to you by us. If all keys, cards, and devices issued to you are not returned to us, you shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Your failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages. If no Security Deposit exists, you will be charged for all damages, cleaning, repairs, re-keying, and replacement costs.
- d. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and may be disposed of by us according to applicable law.

## 11. SECURITY DEPOSIT

In the event you have deposited with the Manager a deposit (the "Security Deposit"), such Security Deposit is meant to secure your full and faithful performance of all obligations under this Lease (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Lease). Upon termination of this Lease by reason of your default hereunder or the expiration of the Term, Landlord may deduct from the Security Deposit an amount sufficient to pay: (a) any damages as a result of your non-payment of any Rental Installment, portion of Rent or non-fulfillment of the Term of this Lease including your failure to enter into possession or abandonment of the Premises; (b) any reasonable charges for cleaning and damages to the Premises and Property beyond reasonable wear and tear for which you are responsible; (c) any unpaid bills which become due by virtue of your occupancy, or any utility expense that may be forwarded to us due to your non-payment; (d) any costs of re-renting the Premises after a default of this Lease by you; (e) any repair work or cleaning contracted for you with third parties; (f) any court costs incurred by us in connection with terminating the residency; and (g) any other damages which we may sustain which may then be a permitted use of the Security Deposit under the applicable laws of the State in which the Property is located. Application of the Security Deposit in order to satisfy all or part of your obligations shall not prevent us from claiming damages in excess of the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rental Installment or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rental Installments or other obligations. Upon a sale and conveyance of the Property, we may transfer the Security Deposit to the new owner and upon such transfer, all of our liability for such Security Deposit shall terminate and we shall have no further liability under this Lease for events occurring after such transfer. Upon termination of this Lease, you shall provide us in writing with a forwarding address or new address to which any amount due from us may be sent. If you fail to provide such forwarding address, then any amount due to you shall be sent to you last known address.

## 12. RENTAL INSTALLMENTS AND ADDITIONAL CHARGES

You will pay us the applicable Rental Installment on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rental Installment is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rental Installments for any purpose, including an Act of God, unless we do not provide your bedspace to you. You may not withhold payment of Rental Installments in order to pay or reimburse the cost of repairs to the Premises. You may not reduce any Rental Installment payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. **Cash will not be accepted without our prior written permission.** If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rental Installments is a promise by you, which is independent from all of our promises, duties and obligations.

- a. Regardless of whether it is a holiday or weekend, if you have not paid the Rental Installment and other additional charges due to us by the 3rd of the month, then on the 4th of the month, if it remains unpaid, we can charge you a late charge of \$30.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$50.00. You also agree to pay a \$30.00 charge for each returned check plus the above late charges until we receive acceptable payment. You acknowledge the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by us as a result of such late payment and not payment for the use of money.
- b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rental Installments (any past due Rental Installment(s) being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.
- c. While we do not have to, we can accept partial payment of an applicable Rental Installment, but we do not waive our rights to collect and enforce the payment of the remainder.
- d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this Lease.

## 13. UTILITIES

You and the other residents of the Apartment must separately pay and provide required deposits and all other applicable fees or expenses for all utilities or services not included in the Rental Installment, as set forth in the Community Lease Addendum, including, but not limited to, cable or additional cable service, gas service, trash removal, telephone service, internet service, water service, sewer service, alarm monitoring and permitting, pest control, and electricity service. Except for allocated or submetered utilities, you agree that all utilities and services paid for by you and the other residents of the Apartment, will be in your or one of the other residents of the Apartment names prior to, but not later than, the Starting Date. You acknowledge that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this Lease. Resident shall be jointly and severally liable with all roommates in the Apartment for utility bills. Should we pay any utility charges on behalf of you, you shall be jointly and severally liable with your roommates to us for such charges which shall be considered Additional Rent. Any failure to pay such amounts shall be a default under this Lease.

To the extent allowed by law, you hereby agree that we may select the electricity service provider for the Property including the Premises. If the Property is in an area open to competition and the Apartment is separately metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as our provider, unless you provide us with written notice of your intent to choose a different provider. You shall give us advance written notice of any change in providers and shall be responsible for paying all provider fees related to any change, including fees to change back to our provider when you move out of the Premises. Before moving out you shall notify your provider so electric service can be transferred back into Landlord's name and the meter can be timely read. You agree to execute such documents as may be necessary to authorize us to select the electricity service provider for the Property including the Premises, upon request, but not later than 10 days after such request is made.

We will not be liable for any interruption, surge or failure of any utility services provided to the Premises or any damage directly or indirectly caused by the interruption, surge or failure. We make no representation and hereby disclaim any and all warranties express or implied with respect to the utility services, including, but not limited to, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by us, whether in writing or otherwise, except as otherwise explicitly included in this Lease, or in written documentation signed by the parties hereunder after the date hereof. We do not warrant or guarantee the protection of your privacy during operation of such services, that such services will satisfy your requirements, or that the operation of such services will be uninterrupted or error free. You acknowledge and agree that neither we nor our affiliates will be responsible to you for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of this Lease, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any utility services or the termination of any utility services, whether arising from your use (or inability to use) of the aforementioned services, or otherwise.

## **14. FURNITURE**

You assume full responsibility for items furnished by us, if any. You agree to return them to us at the expiration of the Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position before vacating the Premises. You will not remove the furniture from the Apartment for any purpose without our written consent. You shall be responsible for any damages or cleaning charges incurred by us with respect to use or condition of any furniture in the Premises. In the event any of the furniture is not maintained, is damaged or is otherwise not returned to us at the expiration of the Term, or when your right to possession of the Premises is terminated, whichever is sooner, in a condition satisfactory to us, you shall pay us, upon demand, the cost to repair or replace, as determined by us. We shall have the right to deduct any amounts owed hereunder from the Security Deposit.

## **15. CONDUCT OF RESIDENT AND GUESTS**

You and your guests must comply with all written rules and policies which we adopt for the Property. The current Community Policies are attached to this Lease. These rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Lease. By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Premises as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property.

Various areas of the Property are designated and intended for the use and enjoyment in common by all residents, including but not limited to the walkways, breezeways, courtyards, recreational facilities, lounges, clubhouse, town hall, computer lab, fitness center, pool, hot tub, basketball, sand volleyball, tennis court, tanning device, game room, and other amenities (the "Amenities") made available by us. You and your guests must comply with all rules and regulations regarding these Amenities and should be considerate of others while using these Amenities. You acknowledge that we retain the right to alter, modify, or eliminate the Amenities should we so elect. The use of the Amenities by you shall be at your own risk. Your use may be regulated, denied, or restricted at any time by us.

You are responsible for the safety, negligence, and actions of your guest(s), invitees, family, and licensees. You must accompany and supervise your guest(s) at all times in the Premises, Amenities, and Property. Any violation of this Lease or the Community Policies by your guest shall be considered a violation by You. We have the right to exclude guests or others who, in our sole judgment, have been in violation of this Lease, the Community Policies, or for disturbing other residents, neighbors, visitors or our representatives. We can also exclude a person who refuses to or cannot identify himself or herself as your guest.

## **16. PARKING RULES AND REGULATIONS**

If parking is available at the Property, all vehicles owned or operated by you may be required to have a Property parking sticker if we have so designated. Guests must park in the designated guest parking areas only. Unless otherwise designated, there are no assigned parking spaces and parking spaces are available on a first come, first served basis. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator.

Your vehicle may be towed immediately, without notice, for the following violations:

1. Parked in a fire zone, tow away zone, no parking zone
2. Parked in a handicapped zone without proper identification
3. Parked blocking another vehicle
4. Parked blocking dumpsters
5. Parked in the grass, on sidewalks, or on curbs
6. Parked blocking an entrance or exit
7. Parked on property and not displaying a valid parking permit (if required)

In addition, vehicles that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with the Manager:

1. Vehicles with expired plates or inspection sticker
2. Vehicles inoperable (must drive to the office to prove operable)
3. Vehicles abandoned or not being driven (i.e. Using our property as a storage facility)
4. Vehicles on jacks or blocks (unless posing a public safety hazard in which cases, such vehicles may be removed immediately without notice).

## **17. MAINTENANCE, ALTERATION AND REPAIRS**

- a. You assume responsibility for the condition of the Premises during the term hereof. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. You shall not change or add any lock to the Apartment without prior written consent from us. We can require you to prepay

or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you or your guest's violation of this Lease or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

- b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.**
- c. On the Starting Date, we will provide lightbulbs for the light fixtures in the apartment. Thereafter, lightbulbs will be replaced at your expense.
- d. We will act with customary diligence to maintain fixtures, hot water, heating and A/C equipment in the Premises as well as make all reasonable repairs to the Premises, subject to your obligation to pay for damages for which you are liable. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any other condition which you reasonably believe poses a material hazard to health and safety. Once we receive the notice we will act with reasonable diligence to make the repairs, but during that time you may not stop payment of or reduce the Rent.
- e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- g. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:
- Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.
  - Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
  - Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.
  - Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
  - DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We can't fix problems in the Premises unless we know about them.

## 18. RESIDENT'S PROPERTY AND RENTER'S INSURANCE

You are responsible for acquiring and maintaining your own insurance on your personal property, including, but not limited to, furniture, electronic equipment, clothing, vehicles, and valuables kept by you in or about the Premises, Apartment, and Property. We shall not be liable to you, your roommates, or any of your respective guests for any damage, injury, or loss to person or property. We are not responsible for and will not provide fire or casualty insurance for your personal property.

## 19. LIABILITY

To the fullest extent permitted by law, neither we, the Manager, our representatives, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** We urge you to obtain your own insurance for losses due to such causes. **YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

## 20. CASUALTY LOSS

In the event of fire or other casualty, you must immediately notify us. If the Premises is partially destroyed by fire or other casualty not attributable to you or your guests, licensee, or invitee, the Premises, may be promptly restored and repaired by us and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless we provide you with alternative living space, in which event Rental Installments will not be abated. However, if the Premises is substantially destroyed, then this Lease may be terminated by us, in which event the remaining unpaid Rental Installment due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, you expressly acknowledges that you shall not be excused from paying any Rental Installment if the damage or destruction to the Premises is the result of or attributable to you or your guests, licensees, or invitees, and you shall be charged as Additional Rent for the cost of any repairs or clean-up.

## 21. PETS

If pets are allowed a separate pet addendum and pet deposit will be required. If pets are not allowed, except as required by law, no pets are allowed (even temporarily) anywhere in the Apartment or the Property without our prior written approval. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this lease. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

## 22. RIGHT OF ENTRY

You agree that both we and the Manager, and our respective agents, employees, repairers, servicers and authorized representatives may enter the Premises at the Property at reasonable hours for any reasonable purpose, in accordance with applicable law, including but not limited to, responding to your maintenance requests; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents; or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice to show a bedspace or the Apartment to government inspectors, fire marshals, lenders, prospective buyers, prospective residents, other residents or insurance agents. By placing a work order for work to be performed, you authorize Owner to enter the Premises for the purposes of completing that work order in a timely manner. If you refuse to allow us the right of entry, you will be held responsible for any financial losses that are sustained by us.

## 23. LEASE TERMINATION

Unless otherwise provided below, or in the Community Lease Addendum, you may not cancel this Lease for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us.

You may terminate this Lease if (i) you are a member of the U.S. Armed Forces or reserves on active duty, or (ii) 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 of America; and you (a) receives orders for permanent change-of-station, (b) receives orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or (c) are relieved or released from active duty. You must provide us with written notice of your right to terminate, along with a copy of your military orders. In the event you provide valid notice of termination in accordance with this paragraph, this Lease will be terminated 30 days after the date on which your next Rental Installment is due. Military permission for base housing does not constitute a permanent change-of-station order. After you move out, we will return your Security Deposit if applicable, less lawful deductions. For the purposes of this Lease, military orders described above will only release a resident who qualifies for a termination as indicated above, and such resident's spouse or legal dependants living in the resident's household. A roommate who is not the resident's spouse or dependent cannot terminate under this military clause.

## 24. TRANSFER OF LEASE

While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can transfer this Lease, nor are we obligated to assist you in finding a potential replacement or to fill your bedspace before filling other bedspaces at the Property. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A \$200.00 re-letting fee must be paid to us by you, and the new resident must take possession of your bedspace, before the transfer will be considered complete. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

## 25. DEFAULT

You are in violation of this Lease if:

- a. You fail to pay any Rental Installment, Additional Rent or any other amount owed under this Lease as directed by this Lease;
- b. You or your guest violates this Lease, the Community Lease Addendum, or any other addendum attached to this Lease, the Community Policies, any apartment rules, or fire, health, safety or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Term of this Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedspace for 5 consecutive days);
- d. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- e. You are arrested, charged, convicted, or given deferred adjudication or pretrial diversion for a felony or misdemeanor offense, or a sex-related crime, or offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as

defined under applicable law;

- f. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- g. You keep in your bedspace, the Apartment or any location at the Property, any (1) hand-gun, firearm, air gun, implement of martial arts, or weapon of any type, (2) any explosive, flammable, or any extra hazardous substance or device, or (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes.
- h. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Lease, the Community Lease Addendum or the Community Policies.
- i. Any of the utilities which are payable by your and/or the other residents of the Apartment are disconnected or shut-off because of non-payment.

## **26. REMEDIES**

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any fine imposed under the this Lease, the Community Lease Addendum or the Community Policies;
- b. Sue to collect past due Rental Installment(s) and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice to vacate upon the date specified in such termination notice;
- d. Sue to collect all unpaid Rental Installments and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rental Installment you were supposed to pay and the rent actually paid by the new resident);
- e. Terminate this Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice to vacate upon the date specified in such termination notice;
- f. Report all violations to credit reporting agencies;
- g. Draft your checking account any sums we say you owe that you have not disagreed with in writing;
- h. Accelerate the remainder of the Rental Installments due under this Lease through the Ending Date;
- i. Do any combination of a, b, c, d, e f, g or h; and
- j. Exercise any and all rights and remedies available to us in law or in equity.

All unpaid amounts will bear interest at 18% (or the maximum amount allowed by law) per year from the date originally due through the date of payment.

## **27. RESIDENT'S PROPERTY LEFT IN PREMISES**

We shall have the right to determine when the Premises is abandoned in accordance with applicable law. You agree abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) discontinuance of any utility service, and (iii) continued failure to respond to any notices, phone calls, or correspondence from us. In the event the Premises is abandoned, we shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possessions shall be considered our property and title shall vest in Landlord. You may redeem your personal property in accordance with and if applicable law permits. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by you and may be disposed of by us in accordance with applicable law.

## **28. CUMULATIVE REMEDIES**

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rental Installments or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

## **29. COSTS AND FEES**

To the extent allowed by applicable law, in the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

## **30. SUBORDINATION AND RIGHT TO ENCUMBER**

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Lease and you appoint us as your attorney-in-fact to execute any such document for and in your name.

## **31. SALE OF THE PROPERTY**

Any sale of the Property shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.



## 32. GOVERNING LAW

This Lease is governed by the laws of the State in which the Property is located. If any of the terms or conditions conflict with any such laws, then those terms or conditions shall be deemed modified and amended to conform to such laws.

## 33. RESIDENT INFORMATION

You represent that all information supplied by you or the Guarantor to us by means of a rental application or similar instrument is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

## 34. PHOTOGRAPHS

You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any public spaces, grounds, offices at the Property or any sponsored events at the Property. You grant us and the Manager and our designees, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and to use, re-use, publish and re-publish photographic or video portraits or pictures of you or in which you may be included, without restriction as to changes or alterations. This usage may be in conjunction with your own name or a fictitious name. It may involve reproductions in color or otherwise that may be made through any medium, and in any and all media now or hereafter known. Usage may include illustration, promotion, art, editorial, advertising, trade, or any other legal purpose. You also consent to the use of any printed matter in conjunction with that usage. You waive any right that you may have to inspect or approve the finished product, the advertising copy or other matter that may be used in that regard. I hereby waive any right that I may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You agree that we, the Manager and our designees will have no liability due to any blurring, distortion, alteration, optical illusion, or use in composite form that may occur in taking or usage of any picture or in the subsequent processing or publication of the picture. You release us, the Manager and our designees from all claims of any nature arising in any way from the use of your photograph or photographic image. This release contains the entire agreement on this subject matter.

## 35. MULTIPLE RESIDENTS

**Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however, only you are liable for the lease obligations relating to your bedspace and the payment of your Rental Installments. You are not liable for any of your fellow residents' obligations as to their bedspace and their rental installments payable to us.**

## 36. GENERAL

Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. You may not make any changes to this Lease Contract. Handwritten changes, additions or deletions to this Lease Contract shall not be binding on us unless approved in writing by us. All Lease obligations are to be performed in the county or parish where the Property is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

## 37. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

## 38. GUARANTY

We may require you to submit an executed Lease Guaranty ("Guaranty"). The person who signs must attach a copy of their driver's license or other governmental photo identification. If we require a Guaranty, we shall have the right (but not the obligation) to cancel this Lease in the event an executed Guaranty is not fully executed and returned to us within seven (7) days from the execution date of this Lease by you, or if such Guaranty is not fully executed and returned to the us prior to your occupancy, whichever time period is shorter. We reserve all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to us of the performance of the covenants of this Lease and not substitution of your responsibilities and obligations hereunder. In the event you submit an executed Lease but do not submit an executed Guaranty as and when required by us, we shall have the right to require you to honor your obligations under and comply with all obligations of this Lease.

## 39. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this Lease: Community Lease Addendum, Lease Guaranty and Community Policies.

## 40. PRIVACY POLICY

An individual's right to keep personal information private is highly important. Manager is committed to protecting and maintaining the privacy, accuracy and security of your personal information. This Privacy Policy sets forth the privacy practices of the Manager with respect to protecting the confidential nature of personal information, including you and your guarantor's social security number and/or driver's license number which may have been submitted with this Lease. We will only collect information which is relevant to your leasing of a bedspace at the Premises. The disclosure of your or your guarantor's social security number and/or driver's license number may be required so that we may (i) verify your eligibility to rent a bed space or apartment, (ii) verify the eligibility of your guarantor, and, (iii) if applicable, to secure credit and criminal background reports. In addition, if you default on your Lease, we may use this information to report your default to credit agencies. If we do not obtain this personal information, we may be unable to provide you with accommodation at the Premises. All personnel of Manager, including part-time administrative help, may have access to your personal information. Your information may be stored in hardcopy or electronically in our systems. We maintain physical security over our paper and

electronic data storage and premises and computer and network security which meet current industry standards to ensure that your personal information is kept secure and confidential. Hardcopy information is either under supervision or secured in a locked filing cabinet or in a locked area. Electronic hardware is either under supervision or secured in a locked area. In addition, passwords are used on computers. Our staff is trained to collect, use, and disclose personal information only as necessary to fulfill their duties and in accordance with this privacy policy. We destroy paper files containing personal information by shredding. We destroy electronic information by deleting it and, when the hardware is discarded, we ensure that the hard drive is physically destroyed.

**41. ACKNOWLEDGEMENT AND ACCEPTANCE**

By signing this Lease Contract, I am acknowledging that I have received, read and understand and agree to the terms contained in the Lease Contract, Community Lease Addendum and Community Policies. I acknowledge that I am entering into a legal and binding contract which has financial penalties if cancelled for personal reasons. I agree to be bound by the contract provisions contained in Lease Contract Addendum and accept accommodations to which I may be assigned. New students' units are assigned after returning residents have been assigned to their units.

I hereby authorize a signature by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature.

**Signing this acknowledgement indicates that you have had the opportunity to review landlord's tenant selection criteria. The tenant selection criteria may include factors such as a criminal history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provide inaccurate or incomplete information, your Lease Contract may be rejected and your Lease Contract processing fee will not be refunded.**

YOUR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**42. CONFIRMATION AND OUR ACCEPTANCE \*\* FOR OFFICE USE ONLY \*\***

The OWNER has confirmed the Unit Type assigned to you by their initials adjacent to the confirmed accommodations in the Unit Style and Payment Plan section of this Lease Contract and their signature below.

BY: UDEL I, LLC

OUR ACCEPTANCE: \_\_\_\_\_, Owner's Representative

DATE: \_\_\_\_\_

# STUDIO GREEN COMMUNITY LEASE ADDENDUM

This Community Lease Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

## DEFINITIONS

**Landlord (Owner):** UDEL I, LLC

**Manager:** Century Campus Housing Management, L.P. dba Campus Living Villages

**Property:** A 704-unit apartment project located at 91-2 Thorn Lane, Newark, DE 19711

**INITIAL DEPOSIT** Your initial Deposit is **\$300.00** (a refundable **\$250.00** Security Deposit and a **\$50.00** Lease Contract Processing Fee). The **\$50.00** non-refundable Lease Contract processing fee is to cover our administrative expenses. The **\$250.00** Security Deposit will be refunded if you are not approved.

**RENTAL INSTALLMENTS AND ADDITIONAL CHARGES** All checks and money orders must be payable to "Studio Green."

- a. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 5<sup>th</sup> (fifth) of the month, then on the 6<sup>th</sup> (sixth) of the month, without us having to make demand for payment, if it remains unpaid, we will charge you a late charge not to exceed 5 (five) percent of one month's rent.

**LEASE TERM** If we do not provide your bedspace to you when we are supposed to, whether on the Starting Date or during the Term, you will not owe us Rent for that period. In addition, you shall have the right to terminate this Lease Agreement, and pursue other remedies as set forth in Delaware Landlord-Tenant Code Title 25, Section 5304.

**SECURITY DEPOSIT** If you have placed a Security Deposit with us, your Security Deposit is being held at Bank of America located at 3801 Kennett Pike, Greenville, DE 19807. You agree that we have twenty (20) days, if we intend to impose a claim on the Security Deposit, after you vacate the Premises for expiration or termination of the Lease Contract, to return to you all or any unused portion of the Security Deposit, as applicable. In the event we impose a claim on the Security Deposit, we shall provide to you a description and itemized listing of deductions that we have taken from the Security Deposit.

**UTILITIES** We will pay for the following utilities, which shall be furnished through independent third party providers, if checked (x):

- \* Electricity (\* allowance of up to **\$40.00** per bed/month for 1 bedroom & studio apts; **\$30.00** per bed/month for 2 bedroom apts, **\$25.00** per bed/month for 3 bedroom apts, and **\$20.00** per bed/month for 4 bedroom apts)
- Water & Sewer
- Gas (\* allowance of up to **\$30.00** per bed/month)
- Garbage Collection
- Internet
- Basic Cable TV
- Local Telephone

All utilities may be used only for normal household purposes and must not be wasted. In order to promote responsible use of and conservation of utilities, Landlord has placed caps on Landlord's obligation to pay for certain utilities (as listed above) per bedspace within the Apartment.

If your pro-rata share of actual charges for such utilities charged to the Apartment exceeds the monthly allowances referenced above, you shall be responsible for paying such excess amount. Costs in excess of the allowances listed above will be billed to you on a monthly basis, which you hereby agree to pay by the first day of the next calendar month. We may, in our sole discretion, elect to use a third party company as its agent and/or the utility billing provider representative with respect to providing billing and/or servicing your utility account. You acknowledge that the third party vendor is not a utility. We will not be liable, under any circumstances, for any interruption or failure of any such utility service to the facility, or any damage directly or proximately caused thereby. Our sole obligation is to be reasonably diligent in our effort to restore and maintain any such service that is interrupted. You should be solely responsible for acquiring and maintaining at your sole cost and expense, any and all utilities, other than those specifically set forth in this paragraph as our responsibility.

Charges will be calculated by one of the following methods:

- i) **Direct Metering by the Local Utility.** The local utility measures utility usage in each unit and bills Landlord for such charges. Charges for each unit will be billed to you by us with a service charge.
- ii) **Full Capture Sub metering.** A submeter is installed in each unit to measure the total amount of that utility used in the unit. Charges for each unit will be calculated by multiplying the submetered usage for that unit by a utility rate based on the utility rates of the local utility provider (which may include base or fixed charges). Charges for each unit will then be billed to you by us with a service charge. Resident acknowledges that the rates charged for the utility service may not match the rate of the local utility (as that rate may not be appropriate to charge to an individual Resident), but that the rates used are designed in a manner to allocated our actual utility costs to the units.
- iii) **Partial Capture Submetering.** A submeter is installed in each unit to measure a portion of the utility usage in each unit. The Landlord's utility bills will be allocated to each unit based on a percentage assigned to each unit based on the amount of utilities used in that unit compared to the total amount of that utilities used by all the Residents at the facility. Charges for each unit will then be billed directly to you. Prior to allocating the facility's utility bills using the method describe above, Landlord may or may not deduct an amount to account for common area usage. Landlord and Resident agree that the exact amount of the utilities consumed

in Resident's unit and the exact amount of utilities used in the common area cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates thereof.

- iv) **Allocation.** Utility charges are calculated without the use of meters. The utility bills received by Landlord for the local utility(ies) will be used to calculate the charges per unit. The Landlord's bill will be allocated to each unit based on one of the following factors, or combination thereof: square footage of each unit, number of Residents in each unit, number of bedrooms in each unit, or the number of Residents in that unit to calculate the charges for each bedroom. Prior to allocating the Facility's utility bills using the method described above, we may or may not deduct an amount to account for common area usage. Landlord and Resident agree that the exact amount of the utilities consumed in your unit and the exact amount of utilities used in the common areas cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates thereof.

As a regular part of each utility bill, you may be charged and agree to promptly pay late payment penalties and nonsufficient funds (NSF)/chargeback fees directly to the third party billing provider for the Facility in order to cover the administrative costs of generating Resident's bill and servicing Resident's account. These fees are in addition the specific utility service charges for which Resident is billed. Landlord and Resident agree that the actual cost to Landlord and/or billing provider when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or billing provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Resident agree that if the payment is received after the enumerated due date, Resident shall immediately pay a late payment in the amount set forth below, which is a reasonable estimate of the costs incurred: Late Payment is \$10.00 and NSF/chargeback penalty is \$30.00

Resident will be charged for the full period of the time from the Starting Date of the Lease Contract until its Ending Date, regardless of whether Resident physically occupies the Premises. Resident agrees to pay for all charges billed in accordance with this agreement during the Term of the Lease. The failure to make the utility payment is material and substantial breach of the Lease Contract and shall entitle us to exercise all remedies available under the Lease Contract.

You will pay for all other utilities, related deposits, and any charges or fees on such utilities during your Lease Contract term as noted above as Paid by You. You must not allow any utilities other than cable TV, internet service, and telephone to be cut off or switched for any reason – including disconnection for not paying your bills – until the Lease Contract term or renewal period ends. If the utility is individually metered, it must be connected in your name and you must notify the utility provide of your move-out date so the meter can be timely read. If you delay getting it turned on you your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the unit you'll be liable for a \$50.00 (fifty dollar) charge plus the actual or estimated cost of the utilities used while the utility should have been connected in your name.

You agree not to tamper with, adjust, disconnect, remove or alter any metering or sub-metering device, whether location within the Apartment or on the subject property. Violation of this provision shall allow the respective utility or utility billing service to recover all documented charges and expenses associated with the restoration of the meter or sub-meter operation including a tampering fee in the amount of \$50.00 plus the cost of the actual meter replacement.

**ASBESTOS** Asbestos Containing Materials (ACM) are present at the Property. It is currently encapsulated to limit levels of exposure. The areas containing asbestos do not indicate an immediate need for asbestos removal. The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to Residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance to those materials.

You and your guests shall not take or permit any action which in any way damages or disturbs ACM in the Premises or any part thereof, including, without limitation, (1) dusting, scraping, hitting or impacting surfaces with objects such as balls, sticks, tape, or fasteners such as nails and screws; (2) piercing the surfaces of the building by drilling or any other method; (3) hanging plants, mobiles or other objects from surfaces of the building (4) attaching any fixtures to the surfaces of the building; (5) allowing any object to come in contact with the surfaces of the building; (6) painting, cleaning, or undertaking any repair of any portion of the surfaces of the buildings; (7) undertaking any activity which results in vibration which may cause damage to the surfaces of the building.

You shall notify us immediately if there is any damage to, or deterioration of, the surfaces of the building of the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceilings or other surfaces, so appropriate repairs may be done by qualified personnel.

**DELAWARE LANDLORD RESIDENT LAW TO THE EXTENT A PROVISION OF THIS LEASE CONTRACT IS INCONSISTANT WITH DELAWARE RESIDENTIAL LANDLORD RESIDENT CODE, LANDLORD RESIDENT CODE IN THE STATE OF DELWARE WILL GOVERN. A COPY OF THE SUMMARY OF THE DELAWARE RESIDENTIAL LANDLORD RESIDENT CODE IS ATTACHED AS AN ADDENDUM TO THIS LEASE CONTRACT AND RESIDENT HEREBY ACKNOWLEDGES RECEIPT OF SUCH CODE.**

**FITNESS FACILITY.** You understand that the use of the Fitness Facility at the Premises and its equipment is solely at your own risk. To the extent permitted by law, neither Owner, nor Manager, or any of its/their employees (collectively the "Owner parties") assumes any liability for injuries you, or your guests may sustain from use of the Facility or the equipment. You expressly acknowledge that there are certain dangers and risks inherent in use of exercise facilities, which may result from accidents, negligence, the use of any equipment, exercise or other activities, or due to your physical condition. You expressly acknowledge that you voluntarily assume the sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercises with or without instruction. You represent that you understand the potential risk to one's health while exercising and/or using the Fitness Facility, which may include severe injury or even death.

**HOLDOVER** If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover.

**LEAD PAINT** An assessment of the Property determined areas of the interior as well as the exterior paint to contain lead material. A complete copy of this lead-based paint survey is available in our office. Lead is a material that has been used in the painting of the interior and exterior of homes built prior to 1978. The use of such material was banned in 1978. When the paint remains intact, it is encapsulated in non-lead-based paint

and poses no health threats. Peeling or damaged paint may pose a health threat. We have adopted certain precautions and maintenance procedures for each of the homes/rooms to ensure that the paint containing lead is not disturbed or handled by untrained persons. Therefore, trained personnel must perform all maintenance and repairs to property that contains lead materials. You must observe following rules and by signing this agreement you agree to the following:

Do not disturb the paint. If the paint is accidentally disturbed, do not touch or peel it. Call our office and report the situation so we may take action. Obtain our written permission prior to performing any maintenance or repair activity in the interior or exterior of your home/room or prior to performing any maintenance or repair that may in any way affect or alter the paint. Report any water leaks causing ceiling or wall damage to our office. Read the EPA pamphlet distributed regarding lead based paint. Additional copies are available in our Office.

In addition, a Lead Based Paint Safety Inspection will be performed periodically. Trained maintenance personnel will do the inspection looking for evidence of disturbed paint (i.e. peeling, cracking, or chipping). You will be given a minimum of 48 hours written notice prior to each inspection. In between inspections, if you notice evidence of disturbed paint, immediately report this to our office so that necessary repairs may be made.

You agree to comply with these rules and to review the Lead Based Paint Addendum, distributed prior to move-in. If you violate these rules and, as a result, special repairs are necessary, you may be charged for the cost of any work performed. You understand that special repairs may occur at some point during your occupancy. In such event, at our cost for lodging, you agree to move to a fully furnished home/ room at the Property or to a nearby hotel/motel of our choice for the period it takes to complete the special repairs.

**LEASE TERMINATION.** You may also have the right to terminate this Lease Contract early in accordance with the provisions set forth in Delaware Landlord-Tenant Code Title 25, Section 5314.

**METHOD OF NOTICE.** All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Century Campus Housing Management, L.P., dba Campus Living Villages, Attention: General Manager, 91 Thorn Lane, Suite #2, Newark, Delaware 19711.

**REMEDIES.** Lease violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas. (Lincoln University students only.)

**SCREENING AUTHORIZATION.** I hereby give Campus Living Villages / Century Campus Housing Management, L.P. (CCHM) consent to check an investigative consumer report to be prepared to determine my eligibility for tenancy. I understand that this report may include information about me obtained from Law Enforcement Agencies, State Agencies, consumer credit reports, and social security information, as well as Public Records information such as criminal history information and civil records such as are allowed by law. I also attest that the above supplied information was given voluntarily and I understand that it is to be used for the purposes of verifying my identity in acquiring public information and for no other purpose. I acknowledge that by authorizing a criminal background check, CCHM in no manner, guarantees or represents that Residents or occupants currently residing in our community, including the roommates that will occupy the Unit with any Resident, have been convicted of a felony, any other crime, or are not subject to deferred adjudication. There may be Residents or occupants that have applied to reside in our community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history check on any Resident, occupants, guests, or contractors in the apartment community.

**TANNING FACILITY.** The tanning facilities are for resident use only and subject to the following:

1. Your failure to wear eye protection may result in permanent damage to your eyes.
2. Overexposure to ultraviolet light (Whether from natural or artificial sources) causes burn.
3. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
4. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
5. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain (a) foods, (b) cosmetics; or (c) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
6. If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
7. If you are pregnant, you should consult your physician before using a tanning device.
8. If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNING, ON BEHALF OF MYSELF AND MY FAMILY AND HEIRS. I ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. I WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT/ROOM COMMUNITY IN WHICH THE TANNING DEVICE IS LOCATED (AS THEY ARE IDENTIFIED IN MY LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING DEVICE ITSELF AND/OR MY USE OR MISUSE OF THE TANNING DEVICE, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES. THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO MANAGER).

I have also reviewed the signs posted in the tanning facility warning, without limitation, users of a tanning device about the dangers of repeated exposure to ultraviolet radiation, failing to use protective eyewear, increases in sensitivity to ultraviolet radiation which could be caused by certain medications or cosmetics, and the need to consult a physician in certain circumstances as well as instructions for the safe use of the device. I UNDERSTAND THOSE WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR WHEN USING THE TANNING DEVICE.

**TEXT MESSAGING.** You agree to provide your mobile phone number to Owner for the purpose of being notified via text message (SMS) of emergency situations that may arise at the Property. This service is powered by IRIO Mobile Marketing (IRIO), a third party. Emergency situations include, but are not limited to, inclement weather, fire, emergency repairs, and dangerous conditions or situations which may arise on or near the community. You also agree to receive non-emergency notifications. You may opt out of non-emergency notifications at any point by replying "STOP" to 47464. Non-emergency notifications include, but are not limited to, rent reminders, community events notifications, leasing promotions and contests. You agree you are solely responsible for any text messaging rates or fees incurred by this service, and that neither Owner nor IRIO shall be responsible for any text messaging rates or fees incurred by such notices. Standard rates apply. Owner agrees to not provide or disclose your mobile phone number to any third party, besides IRIO, without prior written permission. Your acceptance of this Lease shall stand as permission to provide necessary contact information to IRIO. IRIO and Owner do not guaranty delivery of mobile telephone transmissions.

You agree that Owner and/or IRIO shall not be liable for service failure, delay, message content, or any other aspect of the service, and agree that IRIO's provision of text message alerts does not impose a duty upon Owner and/or IRIO to notify you of one or more emergency situations. You

accept IRIO's services "AS IS," and acknowledge that Owner and/or IRIO have made no representation or warranty of any kind, express or implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose. IRIO's text alert services may be unavailable, delayed, limited, or interrupted due to causes beyond its reasonable control, including, among other things: electronic or mechanical equipment failure; data storage or transfer limitations; Carrier or third-party problems; telephone or computer interconnect problems; network speed or access; coverage or geographic limitations; hardware, software, or network problems or availability; damage caused by weather, accident, fire, water, natural disaster, war, riot, acts of God, or terrorism; strikes or other labor stoppage; or other cause beyond IRIO's control. In such instances, IRIO may be unable to perform the text messaging alert services.

**TRANSFER FEE.** If you request to be relocated, then you shall pay to us a Transfer Fee in the amount of \$500.00. In no event shall we be obligated to relocate you at your request.

The terms of this Addendum are agreed to and accepted by:

**RESIDENT:**

Signature: \_\_\_\_\_

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

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

**OWNER:**

Signature: \_\_\_\_\_

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

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

# STUDIO GREEN

## COMMUNITY POLICIES

Residents electing to live at Studio Green should make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds.

**All residents are expected to obey federal, state and local laws, and directives issued by an administrative official of management in the course of his/ her duties.**

**S1. SECURITY** - It is not possible for any apartment/suite/loft/room owner or manager to insure "security" or "safety." For your convenience, features such as deadbolt locks may be provided. Features such as card access or code operated locks may be provided at certain communities. The Newark Police may patrol from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Newark Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call 911, to report any criminal activity, fire or ambulance need. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

**ACCESS TO THE PROJECT.** Your acceptance and use of the access code, key and/or card is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen keys and/or cards to us in order to possibly prevent unauthorized use. Lost, stolen or damaged keys and/or cards will be replaced for a \$50.00 charge. This charge offsets the cost of the keys and/or cards. (including mail keys)
- B. Your right to use the access code, key and/or card ends when your lease ends or is terminated. You must return all keys/cards at that time. If you fail to return the access key/card/mail key when your lease ends or is terminated, you will be charged \$50.00.
- C. Do not let other people use your key or card and do not give out access codes if any exist. Do not duplicate any keys.
- D. Mere possession of a code, key or card does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your code, key or card.

Your guest must contact you via personal telephone. You may then arrange to meet your guest at the entrance. Guests are required to have a resident escort them at all times while on-site.

### PERSONAL SECURITY - WHILE INSIDE YOUR APARTMENT/ ROOM

- Lock your doors and windows, even while you're inside.
- Use deadbolt locks, if provided, on the doors while you're inside.
- When answering the door, see who is there by looking through a window or peephole, if provided. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- Don't put your name, address or phone number on your key ring.
- If you're concerned because you've lost your key or access card or because someone you distrust has a key or access card, ask us to rekey or reprogram the locks. You have a statutory right to have that done. You will pay for the rekeying or reprogramming.
- Dial 911 for emergencies. Keep phone numbers handy for the police, fire and EMS.
- If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly, if provided, for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Immediately report the following to us in writing, dated and signed:
  - Any need of repairs of locks, latches, doors, windows and smoke detectors.
  - Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages broken railings, etc.
- Close curtains, blinds and window shades, if provided, at night.
- Mark or engrave identification on valuable personal property.

### PERSONAL SECURITY - WHILE OUTSIDE YOUR APARTMENT/ ROOM

- Lock your doors while you're gone. If you have them, lock your door handle lock and keyed dead bolt lock.
- Leave a radio or TV playing softly while you're gone.
- Close and latch your windows while you're gone, particularly when you're gone for an extended period.
- Tell your roommate where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't give entry codes or access cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment/room since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your key or access card in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys or access card at the door.

### PERSONAL SECURITY - WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Don't leave exposed items in your car, such as electronics, wrapped packages, backpacks or purses.
- Don't leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Don't stop at gas stations or automatic teller machines at night, or anytime when you suspect danger

### PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

## **COMMUNITY LIVING**

**L1. FIREARMS/ WEAPONS** – We do not allow firearms and other weapons on the property. You must comply with all federal, state, and local laws pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, or any other object that can be construed as a weapon.

**L2. ALCOHOL** - Possession or consumption of alcoholic beverages by you and your guests must be in compliance with local, state and federal laws. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

**L3. DRUGS AND ILLEGAL SUBSTANCES** - Use, possession and/or distribution of drugs and/or illegal substances, including marijuana, is strictly prohibited and will result in eviction. This includes possession of any drug paraphernalia. In accordance with lawful procedures, Newark Police may confiscate and retain for evidence any such drugs found in possession of a student, in his/her apartment/room, or vehicle. This however does not mean that all citizens of our community make the best choices and some may choose to violate this policy and jeopardize their residency with us. We cannot guarantee the personal choices any resident or guest makes regarding this policy.

**L4. VERBAL AND/ OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, apartment/room/suite/loft/room mates, visitors, the management staff, and other officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

**L5. FAILURE TO COMPLY** – You must comply with all written and verbal requests and instructions from management and officials. This includes requests to produce valid identification.

**L6. NOISE** - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. Quiet hours may be established. However, you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

**L7. BARBECUE GRILLS/ FLAMMABLES** The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of the building and on breezeways/balconies/patios. After you use the community grills if provided, please leave the equipment, grills, and area clean for the next person.

Flammable liquids may not be stored in your apartment/room or on patios, balconies, or porches. This includes, but not limited to illumination devices, flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, explosives, or any other material deemed hazardous. Fireworks are prohibited.

**L8. FIRE ALARMS** – If fire alarms are installed in your building and if you are in a building when its fire alarm rings, you and your guests are required to immediately leave the building (this includes real alarms, false alarms and fire drills). If you, and/or your guests, fail to leave as required, you may be required to pay a fine. **EXCEPTION:** You are not required, to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and / or your guests, intentionally cause a false alarm, you will be subject to a fine and/or eviction. You may not tamper with any component of the building life safety equipment. Tampering with such equipment may result in criminal prosecution and you will be liable for all damages caused from such tampering.

**L9. SMOKE DETECTORS** - At the beginning of your lease we will test the smoke detector(s), if provided, in your apartment/suite/loft/room for proper operation and working batteries. Thereafter, it is your responsibility to replace the batteries. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report any malfunctioning or inoperable smoke detector(s) to us immediately. Due to the serious nature and for the well being of all residents, we may fine you \$200.00 for dismantling your smoke detector.

**L10. COMMON AREAS** - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw. Do not make loud noise or play music in the clubroom or other common areas. You and your guests are required to follow the posted rules and regulations.

**L11. SMOKING PROHIBITED** – Smoking is prohibited in all common areas of our community such as laundry rooms, management offices, fitness center, tanning beds, pool area, playground area, and other areas provided for the enjoyment of all residents. You may smoke in your apartment if you are the only resident, however we urge you to consider smoking outside your apartment. If you have elected to participate in the roommate matching (by the bed leasing program) you are not allowed to smoke in the apartment and must smoke outside only. Properly dispose of cigarette butts in containers and do not throw them on the facility grounds. We may fine you for cleaning up cigarette butts outside your apartment.

**L12. VISITORS/ GUESTS** - You are responsible for your guests' compliance with all Community Policies. If you allow someone access to our community or if they are in your apartment/suite/loft/room, they are considered your guest. The total number of visitors a resident may host may be limited if good citizenship and neighborly behavior is not maintained.

Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours or more than four (4) days in a month must be approved in writing by the office in advance. Guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester. Guests staying more than 48 hours without our permission shall be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease.

**L13. SOLICITATION** - Solicitation is prohibited in our community.

**L14. MINOR CHILDREN** - An adult must supervise any children, and the children of any guests, when outside or inside the apartment/room units. Breezeways and Patios are considered "outside."

**L15. APARTMENT/ ROOM/ UNITS** - We recognize the importance of personalizing your apartment/room. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the apartment/suite/loft/room, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

- A. We do not allow hot plates in your apartment/room.
- B. We do not allow multiple-outlet, "octopus," plugs in your apartment/room unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- C. You may not use halogen lamps, candles, incense or any open flame in your apartment/room. If the power goes out, use flashlights only. Do not store flammable liquids in or around your apartment/suite/loft/room.
- D. You may not hang, stick, or erect anything in, on, or about any windows if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.



- E. All decorations should be temporary in nature so as to not permanently deface or damage any of your apartment/suite/loft/room's finishes. You can hang posters and other wall decorations with thumbtacks, or any other protrude through the walls, windows, roof thereof, and no notice, advertisement, bill, poster, nameplates, illumination or other signs shall be inscribed or posted on or about the property.

**L16. ROOMMATE AND NEIGHBOR COUNSELING** - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The resident with a concern discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the resident with the concern. If the problem remains, a resolution meeting is held among apartment/room/neighbors and our staff or a letter filing a formal complaint is filed and sent to the other person. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment/room assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$500.00 transfer fee to change apartment/room, if apartment/room availability allows.

**L17. SATELLITE TELEVISION DISHES** - You may not install a satellite television dish without our written approval and you must comply with personal insurance requirements.

**L18. LOITERING** - No one shall be permitted to loiter in any of the common or parking areas. Horseplay, running, screaming or other boisterous conduct is not permitted.

**L19. IMPLIED CONSENT** - All residents in a apartment/room/area will be held responsible of their behavior/objects in that apartment/room, room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

**L20. CHRONIC MISBEHAVIOR** - A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction, but single violations, depending on the nature, may be cause for eviction at our discretion.

**L21. MAIL/ DELIVERIES**— The mailbox receptacle may have a designated outgoing mail slot that is regularly checked by US Postal Personnel. Nothing will be affixed to the outside of the mailbox receptacles.

Due to the liability involved, the Community will accept packages from commercial delivery services (UPS, Federal Express, etc.) only with written consent. By signing these Community Policies, you give us your written consent to accept such packages. This service is offered as a convenience to you, and you hereby release us from all liability of any kin in connection therewith.

Management is not responsible for personal property, packages or other deliveries left in walkways, at doors of units or any other undesignated place.

**L22. VIDEO SURVEILLANCE** - The community may be equipped with a Closed Circuit TV camera. This camera may be installed for the purpose of recording events for later viewing. If a camera is provided, the camera is NOT monitored and is NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the camera and recording equipment is mechanical and requires the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon this camera in any way for any purpose.

**L23. PETS** – You are responsible for your pet's actions at all times. Failure to clean up after a pet may result in a fine of \$50.00.

## **OFFICE & MAINTENANCE SERVICES**

**01. OFFICE HOURS AND SERVICE PROCEDURES** - Our business hours may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, for emergencies call the after-hours number. The number is posted on the office door and is distributed to you throughout the year in various newsletters and notices. A letter slot is available for messages and after-hours rental payments.

**02. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. Except during emergencies, a written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within a reasonable amount of time, please address a letter to Campus Living Villages, to the attention of Assistant Vice President of Operations, Studio Green, 1001 Fannin, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), and rising water may be reported by calling the after-hours number. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

**03. CARPET CARE** - To reduce damage and preserve the appearance of your carpet if any is installed, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage. Annually, upon renewal of your contract, we will shampoo your carpet at no cost, per your request..

## **COMMUNITY CLEANLINESS**

**C1. APARTMENT/ ROOM CLEANLINESS** You must maintain your apartment/room in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- A. If we must clean your apartment/room to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one apartment/room-mate of a apartment/room moves out, all apartment/room-mates must satisfactorily clean the apartment/room. If the apartment/room is not cleaned, a \$350.00 cleaning charge will be assessed among all apartment/room-mates.

**C2. TRASH** - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash in hallways, balconies, patios or in stairwells. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$50.00 service charge if you place any trash outside your Apartment/room or anywhere else on the property (other than inside the designated dumpsters/areas).

**C3. BALCONIES / PATIOS / BREEZEWAYS / STAIRWAYS-** In abiding with the Fire Code the common breezeways/stairways must not be obstructed or used for any purpose other than ingress (entering) and egress (leaving). No footwear, chairs, bikes, boxes, tires, recyclables, broken furniture, beach/surf items, trash bags or other items shall be left in the walkways or stairways. Personal items of any kind will be removed and disposed of at your risk and expense.

## **AMENITIES**

**A1. COMMON AREA USE** - We will utilize the community's common areas for a variety of educational, recreational, and social programs. These rooms and areas are also available for your use (i.e., study groups, organization meetings, etc). For further information on utilization of these facilities, please contact our office and/or your Resident Assistant.

**A2. POSTING** - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

**A3. PARKING AREAS & PERMITS** - All vehicles that you operate on the property must be registered at the office. All vehicles that have not been properly registered may be towed at the owner's expense if the vehicle is not located in a designated visitor's space. You may have one vehicle registered in your or your parent's name parked on-site at any time. Parking is on a first come, first serve basis, and Resident cannot assume that a parking space will be available in front of near their apartment/room. Additional parking regulations may be distributed at move-in for which you may be responsible.

- All vehicles must be properly registered and licensed as required by the law. Abandoned and inoperable vehicles are not permitted.
- You may not store items including but not limited to, commercial vehicles, boats, campers, trailers, recreational vehicles, or personal items such as furniture, lumber, tools, sporting equipment, etc. in stalls or in any parking area, even temporarily.
- With exception of minor emergency repairs to start the vehicle (i.e. replace/jump start battery, or change a flat tire), there shall be NO mechanical repairs, maintenance, body and fender, painting, sanding (hand or machine); and car washing of any vehicle while parked at the community. Grease or oil buildup is the responsibility of the resident to clean.
- Excessive use of horns and car stereos shall not be permitted. Racing car engines are not allowed.
- No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of other vehicles. Vehicles shall be entered in the parking stall (not on lines or protruding beyond the stall lines) so as not to obstruct the exit or entrance of other vehicles. Owners of vehicles constituting a hazard will be immediately requested to remove said vehicle from the property.
- If GUEST stalls are not available, the guest is to park off property.
- If a GUEST stall is designated residents may not park in the stall.
- The loading zone area, if any exists, of the parking lot shall be used for loading and unloading only. The maximum time limit shall be no longer than 15 minutes.

Failure to comply with any of the Parking Rules and Regulations listed above may result in you or the owner's vehicle being towed and removed from the community at your expense. Any expenses for damages to the Property caused by any vehicle operated or owned by you or your guest, shall be paid for by the resident.

**MOTORCYCLES** - Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways. We may not allow you to use these types of vehicles on the property. However if we do so allow, the vehicle must be parked in parking space. All additional parking regulations listed above apply.

**BICYCLES** - Ride bicycles on the streets only. Do not chain bicycles to trees, fences or railings. Bikes should not be kept or stored on breezeways or in stairwells.

**A4. POOL & SPA** - Commercial swim wear must be worn at all times. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times. Please follow posted hours of operation. A lifeguard is not on duty. Additional rules may be posted in this area. All guests must be accompanied by a resident at all times. Running, horseplay, or loud noise is not allowed. Glass containers are not permitted.

**A5. FITNESS FACILITY** - Rules may be posted at the fitness center and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment myself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or the guidelines.

**A6. LAUNDRY FACILITIES** - The Laundry Facilities are for residents only. Do not allow the general public access to this facility. When using the laundry facility, for safety reasons, you should always exercise caution and practice smart personal safety practices. The Laundry is a common area and is smoke free. If machines malfunction please report them to the management. Clothing should be removed from machines immediately after washing and drying so other residents may use the amenity. Management is not responsible for loss of or damage to clothing removed by others, vandalism, malfunction of machines, or other causes. Additional laundry rules may be posted in the Laundry.

**A7. NETWORK ACCEPTABLE USE POLICY-** If we provide internet service, access to some Property network resources require that each user have a unique identity. A computer identity represents the user in various system activities, to provide access to software and data, and to associate the user's own software and data with the identity. As such, any computer identity is an instrument of identification, and its misuse constitutes forgery or misrepresentation and is subject to disciplinary action.

In particular:

- Network resources shall not be used for any illegal or criminal purpose.
- Unauthorized attempts to gain root access or access to any account not belonging to the user on any Property network system are prohibited.
- Unauthorized access to restricted databases is prohibited.
- Any user who finds a possible security hole on any Property system is obliged to report it to the system administrators.
- Password sharing is prohibited. Users shall be held responsible for choosing safe passwords, ensuring file protections are set correctly, and for all use of accounts and user-ids assigned to them.

We are not responsible for unofficial uses of computer resources. In particular, e-mail and personal Web pages often express private opinions that do not reflect the Property's position.

Computing and information resources are made available to individuals to assist in the pursuit of educational and other academic goals. It is expected that users will cooperate with each other and respect the ownership of work and information even though it is in electronic--rather than more immediately tangible--form. Rules prohibiting theft and vandalism apply to software and data as well as to physical equipment.

In particular:

- No computer system is to be used as a staging ground to crack other systems.
- No one shall alter or delete software, hardware, communications, or data belonging to someone else without authorization.
- Users may not browse, access, copy, or change private files without authorization. Users may not attempt to modify the computer system or software in any unauthorized manner.
- Use of the system for commercial purposes, either for-profit or not for profit, is strictly prohibited.
- Users ought to adhere to posted system policies, procedures, or protocols, such as time or storage limits, where those policies, procedures, or protocols are consistent with this policy. Refusal may constitute failure to comply as defined in the Community Policies.
- The use of invasive software, such as "worms" and "viruses" destructive to computer systems, is unethical and illegal.
- Copyrighted software must only be used in accordance with its license or purchase agreement. Users do not have the right to receive or use unauthorized copies of software, nor to make unauthorized copies for themselves or others.
- Attempting to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Gratuitous consumption of system resources (disk space, CPU time, band width) will not be tolerated.

