

University View
LEASE AGREEMENT

BASIC TERMS:

Date: 2/28/2022

Apartment Community: University View

Resident: Tristan Roland (“you” or “your”)

Landlord (Owner): ACC OP (PVAMU VII) LLC (“us”, “we” or “our”)

Landlord’s Address: c/o Manager, 240 E.M. Norris St. Prairie View, Texas 77446 Attention: General Manager

Manager: ACC OP (PVAMU VII) LLC DBA University View

Premises: A Private Bedroom (“Bedroom”) accommodation in a 4 Bedroom, 4 bathroom Apartment (“Apartment”), within an Apartment building (“Building”) within the Apartment Community, as more specifically described in Paragraph 1a below. Your specific Building, Unit and Bedroom will be assigned to you prior to the beginning of the Lease Term. You and your Guarantor agree that this unit selection process adequately identifies the Leased Premises in order to enter into this Lease Agreement.

Unit Type: 4 Bed - 4 Bath

Lease Term: Starting Date of Lease Term: 8/17/2022; Ending Date of Lease Term: 5/12/2023

Base Rent and Additional Rent: Base Rent and Additional Rent are due and payable as outlined per the Installment Schedule	
4 Bed - 4 Bath	\$7,058.00 (total Rent for Lease Term is due and payable as outlined per Installment Schedule)

Base Rent and Additional Rent (additional fees, charges and applicable sales taxes) payable by you under this Lease Agreement are together referred to as “Rent” to the extent permitted by law. Rent plus the additional fees, charges and/or modifications by addenda for the Lease Term is \$7,058.00 and is payable in 2 installments, without offset or deduction, and you agree to pay such Rent as follows per the Installment Schedule:

INSTALLMENT SCHEDULE:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$3,529.00	9/1/2022		
\$3,529.00	1/1/2023		

Rates/installments do not represent a monthly rental amount, and are not prorated, but rather represent the total Rent due for the Lease Term divided by the number of installments.

Guarantor: The Guarantor has guaranteed Resident’s duties and obligations hereunder pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. Resident’s failure to provide an executed Guaranty Agreement shall not render this Lease Agreement invalid but shall be a default of this Lease Agreement (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease Agreement). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease Agreement. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this Lease Agreement and all Rent and other obligations.

Addendums attached to this Lease Agreement:

Apartment Community Rules and Regulations
Safety Guidelines

Up-front Renewal Payment Addendum

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Addendums, are attached as subsequent pages to this Lease Agreement. This Lease Agreement consists of this page of Basic Terms, the Additional Terms and Provisions, the Addendums, and the Guaranty Agreement.

AGREEMENT:

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AGREEMENT AND THAT THEY ACKNOWLEDGE THAT THIS LEASE AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. IT IS THE INTENTION OF ALL PARTIES TO THIS LEASE THAT THE PROVISIONS OF THIS LEASE, ITS TERMS, AND ADDENDUMS, SHALL BE ENFORCED SUBJECT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE AGREEMENT IS VALID AND BINDING AS A RENEWAL OF BOTH THIS LEASE AGREEMENT AND THE GUARANTY.

LANDLORD:

ACC OP (PVAMU VII) LLC

RESIDENT:

By: ACC OP (PVAMU VII) LLC DBA University View

By: Tristan Roland

DocuSigned by:
By: Ashley Mallett
5D87C82942D8496... Signature

DocuSigned by:
AED08936F492419... Signature
Sarita Roberts, guardian on behalf of Tristan Roland

ADDITIONAL TERMS AND PROVISIONS AND ADDENDUMS FOLLOW THIS PAGE

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Guardian Initials

ADDITIONAL LEASE AGREEMENT PROVISIONS:

1. PREMISES.
- a. Description.

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

i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;

ii. Together with the other Residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease Agreement, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all Residents have general access);

iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and

However, within one (1) day after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your Lease Term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee.

- b. Occupants.
- Maximum occupancy of each "bed space" subject to an individual liability Lease Agreement is limited to (1) one person per "bed space". An adult with a child under (24) twenty-four months of age at the time the Lease Agreement or Renewal and Amendment of Lease Agreement is signed can lease a single "bed space", but only in a bedroom designated as a private bedroom.

A group of people or person that includes a child over (24) twenty-four months of age wanting to live together in the same apartment must rent all of the "bed spaces" within the apartment as private bedrooms, with maximum occupancy limited to a total of (2) two persons per number of bedrooms, plus one additional person for the entire apartment. This includes any and all "extra" rooms that may be present within the apartment that are not kitchens, dining rooms, bathrooms, or bedrooms, such as "dens", "lofts", and/or "studies" etc.

If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new Resident in the unoccupied bedroom unless you and all other Residents in the Apartment agree to pay us, as part of your respective Rent, the rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your Apartment for any purpose whatsoever unless you are paying rent for the room. If we discover that you are using a room in your Apartment that should be vacant, we have the right to charge an amount equal to thirty (30) days' rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the Residents of the Apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the Apartment. Multiple violations will result in multiple charges both for unauthorized use of the room and for refurbishment of the room.

The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease Agreement.

- c. Condition on Starting Date.
- A Unit Condition Form will be provided to you at the time that you move into the Premises either electronically via the Resident Portal Account or via a paper copy. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises in writing via the form; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred thereto. You will acknowledge completion of the Unit Condition Form, and it will be controlling with regard to damage existing when you moved in. Your completed Unit Condition Form can be viewed in the Resident Portal Account or if completed via a paper copy, you will receive a copy. Except for what you tell us in writing on the Unit Condition Form, **you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

- d. Maintenance, Alterations, and Repairs.
- i. You are responsible for and will take good care of the Premises, including any furniture located on the Premises and in the Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, plumbing, 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. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism. We can require you to prepay or, if we elect, you agree to repay us, within ten (10) days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease Agreement or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord (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 overpayment 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 10 days after we send you an invoice. You agree to leave the Premises at the end of the Lease Agreement in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease Agreement, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease Agreement and any Renewal of this Lease Agreement.

ii. You must not disconnect or intentionally damage a smoke detector and/or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties and attorney's fees under Section 92.2611 of the Texas Property Code. In the event you believe that your smoke detector and/or carbon monoxide detector is malfunctioning or needs to be inspected or repaired, you must immediately give us written notice thereof.

iii. Emergency Repair Notification: Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.

Non-Emergency Repair Notification: You must notify us promptly in writing at the Manager's address of any needed non-emergency

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repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the Premises secure, in good working order or to prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs 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 you will have to pay in advance any additional charges resulting from such request.
- v. **Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water , storm, 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 our gross negligence or willful misconduct or the gross negligence or willful misconduct of Manager.** We urge you to obtain your own insurance for losses due to such causes.
- vi. We will act with customary diligence to keep Common Areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to Resident’s obligation to pay for damages for which Resident is liable. If Owner violates any of the above, Resident may possibly terminate this Lease Agreement and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:

- (a) all Rent must be current, and Resident must make a written request for repair or remedy of the condition—after which Owner will have a reasonable time for repair or remedy;
- (b) if we fail to do so, Resident must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we will have a reasonable time to repair or remedy; and
- (c) if the repair or remedy still hasn’t been accomplished within that reasonable time period, Resident may immediately terminate this Lease Agreement by giving us a final written notice.

Resident also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.

e. Mold Provisions and Pest Control.


- i. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is Manager’s goal to maintain a quality living environment for its Residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why the following contains important information for you, and responsibilities for both Manager and Resident.

- ii. In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
 - a) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. 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 or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
 - b) Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow Apartment Community rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident’s dwelling dry out.
 - c) Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease Agreement to repair or remedy the situation, as necessary.
- iii. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
 - a) rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
 - b) overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - c) leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
 - d) washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
 - e) leaks from clothes drying discharge vents (which can put lots of moisture into the air);

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f) and insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

- iv. If small areas of mold have already occurred 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 twenty-four (24) hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.

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. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

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, immediately notify Manager in writing.

- v. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth.

If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager cannot fix problems in your dwelling unless it knows about them.


- vi. Resident agrees to comply with all instructions and requirements necessary to prepare the Premises and/or Apartment for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident’s responsibility. Resident agrees to provide us with copies of all records, documents, sampling data, and other material relating to any water leak, excessive moisture, and/or mold conditions in the Premises or Apartment as soon as Resident obtains them. Violation of this provision will be a material breach of the Lease Agreement.
- vii. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.

- a) Resident agrees to keep the Premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the Apartment.
- b) Resident agrees to cooperate with Manager with timely access to the Resident’s dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
- c) Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
- d) Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by Landlord.
- e) Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager’s willful misconduct or negligence.

f. **Move -out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including but not limited to the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager’s staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property without our being liable to you.

2. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent and Additional Rent and any other fees or charges which are payable by you at the same time installments of Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to Landlord. Post-dated checks will not be accepted and will be returned to the Resident. **Cash will not be accepted.** The Rent is payable at the Manager’s office at the Manager’s Address (or at such other place as we may notify you in writing). **Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** At our option, we can require that rent, fees, or charges payable to us be paid in either certified or cashier’s check, money order or personal check. In addition if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier’s check or money order, personal check and/or ACH payments will not be accepted.

- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Manager on or after the fifth (5th) day of the month, and Manager will charge you (and you agree to pay) a late fee of \$25.00 for Rent paid after the 5th, but on or before the 15th of the month, and a late charge of \$50.00 for Rent paid after the 15th day of the month, and said late charges shall constitute additional rent hereunder and shall be immediately due and payable. You also agree to pay \$25.00 for each returned check (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.
- c. While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In addition, Landlord’s acceptance of any check marked “final payment” or “paid in full” does not absolve Resident of any outstanding balance.
- d. You are liable for all costs or charges associated with our having to provide additional services to you or at your request and for all fees or charges as described in the Apartment Community Rules and Regulations (the “Rules and Regulations”) which are attached to this

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Lease Agreement. Additional policies and regulations may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.

When the Resident is more than sixty (60) days delinquent on payment of Rent or any monies due Landlord hereunder, Landlord shall have the right to report such delinquencies to any and all credit reporting agencies and the University. To the extent of University's interest in UNIVERSITY VIEW the University may exercise any rights with respect to payments required by Resident hereunder that are either not made or made on a delinquent basis that University would have if such payments were due and payable directly to the University, including, but not limited to, the right to withhold transcripts, financial aid awards, class registration, and grades. Rental rates do not include parking. Residents having financial aid available to pay for housing costs, will not have the option of paying for their housing out of pocket in order to receive an overpayment check. The remaining financial aid will be automatically transferred by the PVAMU, Fiscal Office, to the accounting office in housing, to pay for Residents' housing. Residents having insufficient financial aid to pay for all of their housing expenses will be required to pay the balance directly to the accounting office in housing. Residents remaining in units between semesters will be charged based on a daily rate. In order to stay in one's unit between semesters, one must notify management and get their approval.

3. **CREDIT CHECKS.** Resident acknowledges that Landlord shall have the right to obtain a credit report (or summary thereof) or credit scoring of Resident's credit history prior to Landlord's execution of this Lease Agreement. If, in the Landlord's sole discretion, Resident has a credit history of delinquent payments, defaulted obligations or an overall negative credit history indicating that Resident may be a poor credit risk, then Landlord may rely on said credit history in denying to lease the Premises to Resident.
4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease Agreement, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease Agreement) as partial security for all of your obligations under this Lease Agreement. **The Security Deposit will not be our limit of damages if you violate this Lease Agreement, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within three (3) days after written demand by Manager, 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 Rent or any other charges under this Lease Agreement, but we can use, if we want to, all or any part of the Security Deposit for any of your unpaid obligations. **You agree that we have thirty (30) days after the latter of (a) expiration or termination of this Lease Agreement, (b) surrender and acceptance of the Premises and (c) our receipt of written notice from you of your surrender of the Premises, to return any unused portion of the Security Deposit to you.** The return of any unused portion of the Security Deposit will be provided via US Mail or by electronic means, if available and as permitted by law. Along with that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. Notwithstanding the foregoing, we are not obligated to return your security deposit or give you a written description of damages and charges until you give us a written statement of your forwarding address for the purpose of refunding the Security Deposit. If we sell the Apartment Community and your Security Deposit is transferred to the new Owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new Owner for return of the Security Deposit.
5. **RELOCATION OF RESIDENT.** Landlord specifically reserves the right to relocate Resident to another room in UNIVERSITY VIEW, or to a room in an on-campus housing facility owned, operated or managed by or on behalf of the University ("University On-Campus Housing"). Landlord shall assist Resident in moving Resident's personal property in the event of such relocation. In the event that the room at UNIVERSITY VIEW, assigned to Resident, or UNIVERSITY VIEW, is not ready for occupancy at the commencement of the Lease Term, as determined solely by Landlord, then Landlord reserves the right to assign Resident to a room in University On-Campus Housing.
6. **RELEASES FROM LEASE AGREEMENT.** Providing Resident complies with the requirements of this Paragraph, Landlord shall not unreasonably deny Resident a release from this Lease Agreement if Resident graduates, withdraws from the University, or is placed on academic dismissal by the University. Within three (3) days of the effective date of Resident's withdrawal or academic dismissal from the University, Resident shall submit to Landlord at the Apartment Community business office a letter requesting a release from the Lease Agreement, along with correspondence from the University's Registrar's Office or Dean's Office confirming Resident's withdrawal or academic dismissal from the University. Within seven (7) days of receipt of said documentation, Landlord will provide a written response granting or denying Resident's request for a release from this Lease Agreement. If Landlord grants the request, Resident must vacate Resident's assigned room at the Apartment Community, and remove Resident's personal property from the room no later than three (3) days after the date on Landlord's written notice to Resident granting said release. The release granted to Resident hereunder shall only relieve Resident and guarantor of their obligations under this Lease Agreement, particularly with respect to rental payments, that would have arisen after the date on which Resident moves out of the Premises. Notwithstanding anything to the contrary herein, said release shall specifically be conditioned upon the following: a) Resident moving out of the Premises, consistent with the manner and time frame outlined above; b) Resident paying Landlord for Rent and additional rent (as defined earlier above) for any time prior to the date Resident moves out of the Premises; c) Resident promptly paying Landlord, upon notice from Landlord, for any damage caused by Resident to the Premises, the Apartment Community, or the furnishings and fixtures contained therein; and d) Resident paying Landlord a release processing fee of \$650.00 on the day Resident moves out of the Premises. If Resident has prepaid any sums do hereunder, excluding a security deposit, Landlord shall reimburse Resident for such prepaid sums, less items "a," "b," "c," and "d" referenced in the proceeding sentence. If Landlord grants Resident a release hereunder, then Resident shall be entitled to a refund of Resident's security deposit subject to Paragraph 4 above.
7. **LEASE TERM.** This Lease Agreement starts on the Starting Date, and ends on the Ending Date but you may not occupy your Premises until this Lease Agreement and other required documents have been fully signed by all parties.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which you were notified by us to surrender the Premises, you will owe us holdover Rent in the amount of \$75.00 per day for the extra time that you stay in the Premises subsequent to your Ending Date (such sum is payable daily in advance and becomes delinquent without notice or demand), plus all of our damages resulting from your holding over (including those arising from claims of third parties against us) and the damages of the person who was unable to move in because of your holdover. The amount of the holdover Rent is a liquidated amount and you agree that it is reasonable sum for you to pay as we will be relying on the date of your move out in contracting with a person to occupy the Premises after the Ending Date, or the date contained in your Move-Out Notice, or the date on which you were notified by us to surrender the Premises. However, notwithstanding anything herein to the contrary, the payment of such Rent due to holdover does not constitute the Landlord's consent to such holdover nor any consent to the creation of any such holdover tenancy of any kind, and the said Rent paid in connection with any holdover past the Ending Date shall not be construed as Rent creating any holdover tenancy of any nature. This provision shall survive the termination of this Lease.

Resident may have special statutory rights under state law to terminate the Lease Agreement in certain situations involving family violence, certain sexual offenses, stalking, or a military deployment or transfer by providing the required proof per state law and company policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.

8. **FURNISHINGS AND FACILITIES.** Landlord will furnish the Resident's bedroom with only the following: **a single bed and mattress, a built-in study desk w/ bookshelf, a desk chair, a chest of drawers, and a night stand.** Landlord will also furnish the shared living/dining area with only the following: **a dining table and dining chairs or barstools (depending on unit type), sofa, side chair, end table, coffee table, and washer and dryer.** No other furnishings will be provided. Resident assumes full responsibility for said furnished items and agrees to return same to Landlord at the expiration of the term hereof in as good a condition as when received with normal wear and tear

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expected. Resident also shall have non-exclusive use (at times scheduled by Landlord) of all the common facilities at the Apartment Community, including, as applicable, a clubhouse with a fitness center and a study room containing personal computers. From time to time, the common facilities may be closed for repairs, during holiday periods or renovation. However, Resident shall not receive a rent credit or refund because of said closed periods. Resident shall be responsible for all loss, breakage or other damage or destruction to the items furnished to Resident's suite and bedroom, and to the common facilities.

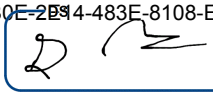
9. **CONDITION OF PREMISES.** At the commencement of the Lease Term, Resident shall conduct an inspection of the Premises, and all furnishings and fixtures. If the Premises, or any of the furnishings or fixtures are not in good repair, intact or otherwise undamaged, then Resident shall provide written notice to Landlord of such condition(s) within forty-eight (48) (two [2] days) after commencement of the Lease Term. If Resident fails to provide Landlord with such written notice, then Premises, fixtures and furnishings shall be deemed in good repair, intact and not otherwise damaged. Upon termination of this Lease Agreement, Resident shall deliver the Premises, furnishings and fixtures in clean, sanitary and good condition with normal wear and tear excepted and Resident shall remove from the room Resident's personal property and all items that were not furnished by the Landlord. Resident and Landlord will conduct an inspection of the Premises upon Resident's surrender of the same upon the expiration of the Term, but Landlord shall have no duty to conduct a joint inspection with Resident if Resident is in default hereunder. Resident shall return all keys and gate cards to the Premises upon expiration of the Term. There will be a charge of \$100.00 for each key and or gate decal lost or not otherwise returned to Landlord upon move out. No holes or stickers shall be put on walls anywhere inside or outside the bedroom/suite. Resident takes possession of the Premises subject to an existing deed of trust and security agreement. Only disputes related to move out charges presented within 60 days of the date on the bill will be accepted for question. It is expected that all others will be promptly paid IAW the amount owed on the bill.
10. **UTILITIES AND SERVICES.** At Landlord's expense, Landlord shall incur the costs associated with furnishing the Premises occupied by Resident with the following utilities and services: gas, water, sewer, and cable services. Any charges or costs necessary to upgrade Resident's basic cable services shall be Resident's sole responsibility. Landlord also agrees to incur the costs associated with furnishing the Premises occupied by Resident with electricity, **except that, under no circumstances, shall Landlord be responsible for paying more than \$25 per month per whole apartment towards the total amount of electricity consumed by Resident and other occupants of the entire apartment.** If the cost of furnishing Resident's suite with electricity exceeds this amount per month, then Landlord shall provide Resident with an invoice (on a billing cycle to be established solely at the Landlord's discretion) that itemizes Resident's portion of said extra usage which portion shall be determined by dividing the total cost of said extra electricity usage by the number of individuals occupying the suite. Resident assumes financial responsibility for such extra electricity usage and shall pay said invoice in a timely manner as set forth on utility billings, or may incur an additional late charge. In recognition of the national energy conservation efforts, Resident agrees to use the utilities in a conservative, economic manner. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the interruption of any utility service or the failure of any defect in any equipment or appliance serving the Premises or the Apartment Community. None of the foregoing shall be construed as or constitute an eviction of Resident, or work an abatement of Rent, or relieve Resident from fulfillment of any covenant or agreement of this Lease Agreement.
11. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY.** You agree that we may enter the Apartment or other Apartments at the Apartment Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including, but not limited to: performing monthly Apartment inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Lease Agreement; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the Premises to prospective Residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. In an emergency situation, we may enter without notice at any time to protect life or prevent damage to the Premises. You, by placing a work order for work to be performed, authorize us to enter the Premises and the Apartment for the purposes of completing that work order in a timely manner. If Resident refuses Owner the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments. Resident shall also permit Landlord, or its agents and employees, upon scheduled appointments, to enter the Premises for the purpose of displaying the same to prospective Residents. No such prior appointment shall be required if a default has been declared under this Lease Agreement or if the Premises have been abandoned by Resident.
12. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNEES AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, 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, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE PREMISES INCLUDING THE BEDROOM, APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE AGREEMENT.

If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit. Resident also waives their right to a jury trial.

13. **RENTAL INSURANCE.** You are responsible for obtaining your own property, causality and liability insurance. All property kept or stored on the Premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by your insurance carrier. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.**
1. You acknowledge that Landlord/Manager have no liability for any damage or loss to Resident's personal property.
2. **By initialing below I understand the following:**
- a. I understand that if I currently carry Renter's Insurance proof of my policy will be given to the Landlord/Manager prior to Move-in.
- b. I understand that if I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting, proof of my policy will be given to the Landlord/Manager prior to Move-in.
- c. I understand that if I do not have a Renter's Insurance policy and do not plan to obtain a policy during my lease term that the Landlord/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause.

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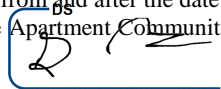
14. **SERVICE REQUESTS.** We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager’s address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).
15. **DAMAGE, CONDEMNATION OR DESTRUCTION OF PREMISES.** If, in the opinion of the Landlord, the Premises or the Apartment Community should become untenable during the Lease Term hereof because of damage, condemnation or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease Agreement, or move Resident to similar accommodations within the Apartment Community and repair and restore the Premises. In the event of such damage, condemnation or destruction to the Premises or the Apartment Community without the fault of Resident, his agents or guests, Resident's obligation to pay Rent hereunder shall be abated only if Landlord terminates this Lease Agreement or does not furnish Resident with similar accommodations at the Apartment Community.
16. **DEFAULT.** In the event of default by Resident under this Lease Agreement, Landlord may, without formal demand or further notice of any kind, peacefully reenter and repossess the Premises and remove Resident and Resident's personal property therefrom in accordance with the laws of the State of Texas, without being liable for any damages therefore. No such reentry and repossession by Landlord shall relieve the Resident or any guarantor of their respective liability and obligations under this Lease Agreement, and such liability and obligation shall survive any such reentry and repossession; provided, however, in the event of any such default, Landlord shall retain the security deposit and the Resident shall be liable to Landlord for the payment of all of the Rent and other charges due hereunder, including any expenses incurred by Landlord in connection with such repossession and any reletting of the Premises.

Default on the part of the Resident shall include, but is not limited to, the following:

- a) Failure to make any Rent or other payment required hereunder, including, but not limited to the above- referenced electricity utility payments, for more than fifteen (15) days after the date such payment is due;
- b) Maintaining a nuisance within the Premises or Apartment Community;
- c) Disorderly, or illegal or criminal behavior on the part of Resident or Resident's guests;
- d) Keeping any handguns, firearms, or weapons of any type, or any explosive, inflammable, or any extra hazardous substances, or any article or thing of a dangerous nature on the Premises or Apartment Community;
- e) Misuse, in violation of the laws of the State of Texas and rules and regulations of the Apartment Community, of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known controlled substances or harmful or habit-forming drugs and/or chemicals within the Premises or Apartment Community by Resident or Resident's guests;
- f) Inability or refusal on the part of Resident to adjust to the concept and requirements of living in a student residence environment;
- g) Violation of any of the covenants and agreements of this Lease Agreement by Resident or of any of the rules and regulations governing the Premises or Apartment Community, made by Landlord, whether such rules and regulations are now in existence or subsequently created in the future;
- h) Default under the provisions of any riders or amendments attached hereto;
- i) You engage in any actual violent conduct or threat of violence, whether verbally, in writing or via electronic communication, toward any roommate, Resident, Landlord’s employees or agents or the general public;
- j) Damage by Resident, Resident's guests or visitors, to the Premises or Apartment Community;
- k) Abandonment of the Premises;
- l) You are a “clear and present danger to the health or safety of other tenants, the Landlord, the Landlord’s employees or agents, or other persons on or within the Landlord’s property” as defined by applicable law.

Landlord's remedies for default shall be cumulative and as broad as authorized under the laws of the State of Texas, including, but not limited to, the right to terminate this Lease Agreement while reserving the right to collect all sums due under this Lease Agreement, the right to accelerate the entire balance of Rent and other charges for the Term of the Lease Agreement, or the right to release the Premises for Resident's benefit, without thereby waiving the right to collect any deficiency resulting after due allowance for all costs and expenses incurred in connection with such reletting. In addition to any other remedies Landlord may have, Landlord is entitled to employ an attorney to enforce Landlord's right under this Lease Agreement, and Resident shall be liable for all costs and fees incurred by Landlord in connection therewith. All amounts due to Landlord shall, in the event of default, bear interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less.

17. **RULES AND REGULATIONS.** You and your guests must comply with all written rules, regulations, and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. Resident and resident’s guest(s) agrees to comply with all rules and regulations made by landlord with respect to all university housing including University Village, University Village Northwest University Square, University View, University View II, and University College. These rules, regulations, and policies are considered to be a part of this Lease Agreement and, to the extent allowed by law, we can revise, change, amend, expand or discontinue the rules, regulations, and policies at any time at our sole discretion by posting a notice for thirty (30) days on a bulletin board or other area that we designate for notices to Residents or by written notice to you.
18. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease Agreement or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease Agreement and the new Owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new Owner of the Apartment Community a copy of this



19. **LIABILITY OF LANDLORD.** If we violate this Lease Agreement, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us thirty (30) days to cure it.
20. **USE OF PREMISES.** Resident shall use and occupy the Premises solely for private dwelling purposes relative to Resident’s enrollment at University for educational purposes and, in no event, shall carry on or conduct any commercial enterprises in the Premises. Resident agrees to comply with all governmental laws, ordinances and rules and regulations, and to refrain from any disruptive behavior or conduct.
21. **RENTAL PROHIBITED.** You agree not to rent or offer to rent all or any part of the Premises to anyone else. You agree not to accept anything of value from anyone else for the use of any part of the Premises. You agree not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for rent.
22. **SAFETY.** WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE AGREEMENT. **None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that, except as otherwise provided by law, Manager and we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. Manager and we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the Premises are not a security building and that you do not hold Manager or us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
23. **GENERAL.** With regard to all provisions of this Lease Agreement, time is of the essence (this means that timing is very important in the performance of all matters under this Lease Agreement, and all deadlines will be strictly enforced). Your execution of this Lease Agreement confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease Agreement is the entire agreement between the parties. Our representatives (including Manager and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease Agreement or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Lease Agreement obligations are to be performed in the county where the Apartment Community is located. Unless this Lease Agreement clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, 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 Agreement will not invalidate this Lease Agreement. If any part of this Lease Agreement is not valid or enforceable, it shall not render the remainder of this Lease Agreement invalid or unenforceable.
24. **MODEL DISCLAIMER.** The model Apartment, including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, light fixtures and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which the Landlord intends to use in the Apartment to be leased to Residents. The actual colors, styles, sizes, shapes, models, designs, materials, manufacturers and upholstery of these items in the Apartment to be leased may vary. The actual Apartment to be leased will not include the lamps, artwork, pictures, clothing, unattached appliances, accessories, other personal property and decorations contained in the model which are for display purposes only. The actual furniture provided may vary by number of beds and baths leased.
25. **ROOMMATE ASSIGNMENTS.** Roommate assignments are offered as a convenience to you, and Manager assumes no liability for any claims relating in any way to roommate assignments. Manager applies the same rental criteria to all applicants, but does no investigation or background check beyond standard rental application processing. Manager makes no representations, guarantees or warranties of any type regarding the roommate assignment process, or any particular person who is assigned as your roommate.

YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE LANDLORD AND MANAGER FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL LANDLORD OR MANAGER BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE ROOMMATE ASSIGNMENT SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR RESIDENCY WITH OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT LANDLORD AND MANAGER MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL OR PERSONAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO YOUR ROOMMATES.

26. **PERSONAL SAFETY/SECURITY ACKNOWLEDGMENT AND RELEASE.**

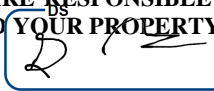
BY EXECUTION OF THE LEASE AGREEMENT, RESIDENT AGREES AS FOLLOWS:

Your initials at the end of this personal safety/security acknowledgement and release indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors and/or carbon monoxide detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

YOU UNDERSTAND THAT NEITHER LANDLORD NOR THE MANAGER GUARANTEE OR ASSURE PERSONAL SECURITY OR SAFETY FOR YOU OR ANYONE. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You have read, understand and agree to these notices and acknowledgements as well as those contained in the Safety Guidelines and/or any other rules and regulations regarding safety and/or security. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, **YOU HEREBY RELEASE LANDLORD AND THE MANAGER, AND THEIR RESPECTIVE AGENTS, PARTNERS, OFFICERS, DIRECTORS AND REPRESENTATIVES, FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE, AND ACKNOWLEDGE**

THAT NONE OF SUCH PERSONS OR ENTITIES ARE INSURERS OR GUARANTORS OF YOUR SAFETY OR THAT OF YOUR PROPERTY IN THE APARTMENT COMMUNITY. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.



Guardian Initials

27. **WIRELESS TELEPHONE CONTACT CONSENT.** Resident hereby grants express written consent to authorize Landlord, and our successors, assignees, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the “Authorized Entities”) to communicate with Resident using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Resident will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Resident may receive approximately ten (10) messages per month.

Resident authorizes any and all communication methods described in this consent even if Resident will incur a fee or a cost to receive such communications. Message and data rates may apply. Resident further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Resident. Resident can change and manage this information in the Resident Portal Account.

Resident understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit www.americancampus.com. Resident represents that they have read and agreed to the Terms of Use and Privacy Policy available at www.americancampus.com.

Resident may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: optout@americancampus.com], or by any other reasonable means.

Resident must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

I accept

☒ I decline

Resident Phone Number Provided via Housing Application: 1 (682) 222-2961

28. **REQUIRED METHOD OF CONTACT.** Resident must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with your Lease Agreement or such services to be provided in the future by any Authorized Entities in connection with your Lease Agreement. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your immediate attention and other matters in connection with your Lease Agreement, as permitted by applicable law. Resident acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Resident has opted- out of promotional SMS text messages and/or email in accordance with section 28 hereinabove.

In addition, you further expressly consent and authorize any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Resident further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term. Changes to this information can be maintained in your Resident Portal Account.

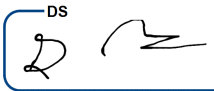
29. **PHOTOGRAPHS AND VIDEOS.** You consent to our use of photographs and/or video images of you and the Premises, including those taken at functions or events sponsored by the Apartment Community, for the purpose of advertising the Apartment Community or other similar communities owned or operated by us. We may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. You consent to the publication of these images and waive any claims against us for use of such images.

Commercial photography and filming are prohibited within the Apartment Community. Lawful photography and filming for personal use is permitted with prior permission; however, no Apartment Community name, logos or trademarks may be visible.

30. **RESIDENT'S MAINTENANCE OBLIGATIONS.** Resident shall keep and maintain the Premises in good and clean condition with reasonable wear and tear expected. Resident shall make no alterations or additions to the Premises, including, but not limited to, painting walls, without Landlord's prior written consent. Resident shall promptly report any maintenance needs or damage reports to Landlord. It shall be the obligation of Resident to reimburse Landlord for all expenses incurred in connection with any repairs resulting from the actions of Resident or Resident's guests and invitees.

31. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Agreement if you demonstrate that you meet the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, you may terminate the Lease Agreement if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Agreement if:

- (1) You are (i) 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; and
- (2) You receive orders for permanent change-of-station, or receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more.



After you deliver to us your written termination notice, the Lease Agreement will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we will return your Deposit, less lawful deductions. For the purposes of this Lease Agreement, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Lease Term and such Resident's spouse or legal dependents living in the Resident's household. A co-Resident who is not your spouse or dependent cannot terminate under this military clause.

32. **ASSIGNMENT OR SUBLETTING.** Resident shall not assign this Lease Agreement or sublet all or any part of the Premises, or otherwise allow any person to share or otherwise occupy the Premises without the prior written consent of Landlord.
33. **PARENTAL OR SPONSOR'S GUARANTY.** It is acknowledged by Resident that Landlord, may, in its sole discretion, require as a condition of this Lease Agreement, a binding parental or sponsor's guaranty, which guaranty shall be a substantial inducement for Landlord to enter into this Lease Agreement. A copy of said guaranty is attached hereto as Rider Number 1. If Resident delivers a forged or otherwise false or invalid guaranty to Landlord, then Landlord reserves the right to immediately cancel this Lease Agreement and retain the security deposit, without thereby waiving Landlord's right to pursue all civil or criminal penalties which may be appropriate. Resident acknowledges that this Lease Agreement is for an essential necessity of Resident, and that Resident shall be fully bound by all of its terms and conditions, regardless of Resident's age or legal status.
34. **ABANDONMENT.** The Landlord may assume that Resident has abandoned the assigned room if 1)Resident, in Landlord’s reasonable judgment, appears to have moved out; or 2) either the Lease Term has expired or Resident has not been in the room for five (5) consecutive days while the Rent is due and unpaid. If Resident has abandoned Resident’s room, then Landlord may remove and dispose of Resident’s personal property.
35. **ILLNESS.** If Resident becomes ill or incapacitated, Resident authorizes Landlord to engage the services of the local emergency medical service or physician(s) at the expense of Resident to administer to immediate medical needs of Resident until Resident’s parents or guardians are contacted for instructions. Upon the advice of emergency medical personnel or a physician, Resident may be required to be removed from the Premises, for care in a medical facility, and any expense so incurred is the obligation of Resident. Resident must inform Landlord of any special medical requirements which Resident has on a continuing basis so that such information will be available if an emergency arises.
36. **FITNESS FACILITIES WAIVER. IN CONSIDERATION OF LANDLORD’S PERMISSION TO USE THE FITNESS FACILITIES AT UNIVERSITY VIEW, THE RESIDENT WAIVES ANY AND ALL CLAIMS THAT MAY BE ASSERTED AGAINST LANDLORD OR LANDLORD’S AGENTS, REPRESENTATIVES, EMPLOYEES OR CONTRACTORS, ARISING FROM OR WITH RESPECT TO RESIDENT’S USE OF THE FITNESS FACILITIES. THIS WAIVER ALSO APPLIES WITH RESPECT TO ANY INJURY OR ILLNESS THAT MAY RESULT (DIRECTLY OR INDIRECTLY) FROM ANY UTILIZATION OF FITNESS FACILITIES. FITNESS FACILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE WEIGHT ROOM, THE BASKETBALL COURT, AND THE SAND VOLLEYBALL COURT. IF RESIDENT USES THE FITNESS FACILITIES, RESIDENT REPRESENTS AND WARRANTS THAT RESIDENT IS IN PROPER PHYSICAL CONDITION TO UTILIZE THE FITNESS FACILITIES.**
37. **GOVERNING LAW.** This Lease Agreement is to be governed by and construed in accordance with the laws of the State of Texas. If any of the terms or conditions hereof conflict with such law, then such terms or conditions shall be deemed inoperative and null and void insofar as they may be in conflict therewith and shall be deemed modified and amended to conform to such law. Venue for any action hereunder shall be Waller County, Texas.
38. **SEVERABILITY.** If any provision of this Lease Agreement is invalid or unenforceable under applicable law, it won’t invalidate the remainder of the Lease Agreement or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement.
39. **ENTIRE AGREEMENT.** It is expressly understood and agreed that this Lease Agreement contains the entire agreement between the parties hereto and that Landlord is not and shall not be bound by any representations, agreements, or promises, oral or written, which are not contained in this Lease Agreement. This Lease Agreement may not be modified orally.
40. **RIGHT OF REFUSAL.** Until Landlord has executed this Lease Agreement, Landlord shall have the right to refuse acceptance of Resident for any reason whatsoever, provided, however, such refusal shall not be based on Resident's race, religion, sex, marital status, disability or national origin. In the event of refusal, Landlord shall refund to Resident, if applicable, the security deposit and any previously paid rent.
41. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
42. **PERSONS BOUND.** All of the terms, provisions, covenants and conditions of this Lease Agreement shall bind and inure to the benefit of Landlord and Resident, their legal representatives, successors and assigns.
43. **TIME OF ESSENCE.** Time is of the essence with respect to this Lease Agreement and to each and every term and condition herein contained and especially those provisions concerning payments to be made by Resident.
44. **WAIVER. THE FAILURE OF THE LANDLORD TO INSIST UPON A STRICT PERFORMANCE OF ANY TERM OR CONDITION OF THIS LEASE AGREEMENT, OR TO EXERCISE ANY RIGHT HEREIN CONFERRED IN ANY ONE OR MORE INSTANCES SHALL NOT BE DEEMED A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY THAT THE LANDLORD MAY HAVE AND SHALL NOT BE DEEMED A WAIVER OF ANY SUBSEQUENT BREACH OF SUCH TERM OR CONDITION.**
45. **ATTORNEY'S FEES.** In the event Landlord is required to employ an attorney to represent it in connection with the enforcement of this Lease Agreement, whether the litigation be instituted or not, Resident shall be obligated to reimburse to Landlord all such attorney's fees incurred by Landlord, and, in the event of litigation, Resident shall be liable for reimbursement to Landlord of all costs incurred in connection therewith.
46. **INDEMNIFICATION. RESIDENT HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY LANDLORD, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, AGAINST ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE WHATSOEVER TO PERSONS AND/OR PROPERTY ARISING OUT OF OR RESULTING FROM THE ACTIONS OF RESIDENT, RESIDENT'S GUESTS AND/OR INVITEES. THIS INDEMNIFICATION SHALL ALSO INCLUDE REASONABLE EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY LANDLORD IN CONNECTION WITH THE DEFENSE PAYMENT AND/OR SETTLEMENT OF ANY SUCH ACTIONS, CAUSES OF ACTIONS, LIABILITY AND DAMAGES.**
47. **RESIDENT’S REMEDIES. ANYTHING IN THIS LEASE AGREEMENT TO THE CONTRARY NOTWITHSTANDING,**

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RESIDENT AGREES THAT IT SHALL LOOK SOLELY TO THE INCOME DERIVED BY LANDLORD THROUGH ITS MANAGEMENT OF UNIVERSITY VIEW, FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) REQUIRING THE PAYMENT OF MONEY BY LANDLORD IN THE EVENT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS, CONVENANTS AND CONDITIONS OF THIS LEASE AGREEMENT TO BE OBSERVED OR PERFORMED BY LANDLORD. NO OTHER ASSETS OF THE LANDLORD, OR LANDLORD’S PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURE FOR THE SATISFACTION OF RESIDENT’S REMEDIES. NO CLAIM FOR ANY DEFICIENCY REMAINING SHALL EVER BE ASSERTED AGAINST THE PARTNERS, OFFICERS, MEMBERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES OR SUBSIDIARIES OF LANDLORD OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. RESIDENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXPRESSLY WAIVES ANY RIGHT TO CLAIM A STATUTORY LIEN IN FAVOR OF RESIDENT PURSUANT TO SECTION 91.004 OF THE TEXAS PROPERTY CODE IN THE EVENT OF LANDLORD’S BREACH OF THIS LEASE AGREEMENT. IN THE EVENT OF ANY ACT OR OMISSION BY LANDLORD AT THE BUSINESS OFFICE OF UNIVERSITY VIEW, WHICH WOULD GIVE RESIDENT THE RIGHT TO DAMAGES FROM LANDLORD OR THE RIGHT TO TERMINATE THIS LEASE AGREEMENT BY REASON OF A CONSTRUCTIVE OR ACTUAL EVICTION FROM ALL OR PART OF THE PREMISES OR OTHERWISE, RESIDENT SHALL NOT SUE FOR SUCH DAMAGES OR EXERCISE ANY SUCH RIGHT TO TERMINATE UNTIL RESIDENT SHALL HAVE FIRST GIVEN WRITTEN NOTICE OF SUCH ACT OR OMISSION TO LANDLORD AND A REASONABLE PERIOD OF TIME (NOT LESS THAN 30 DAYS) FOR COMMENCING TO REMEDY SUCH ACT OR OMISSION SHALL HAVE ELAPSED FOLLOWING THE GIVING OF SUCH NOTICE, DURING WHICH TIME LANDLORD SHALL BE ENTITLED TO ENTER UPON THE PREMISES AND DO THEREIN WHATEVER MAY BE NECESSARY TO REMEDY SUCH ACT OR OMISSION.

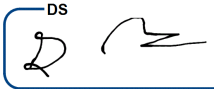
48. **CLASS ACTION WAIVER.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and *you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE AGREEMENT, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE AGREEMENT.

49. **PRIVACY POLICY.** By initialing in the space provided, you acknowledge that you have received notice of the Privacy Policy available at www.AmericanCampus.com.

50. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease Agreement:

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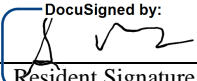


UP-FRONT RENTAL PAYMENT ADDENDUM

THIS UP-FRONT RENTAL PAYMENT ADDENDUM is attached to and for all purposes made a part of the Lease Agreement entered into by and between ACC OP (PVAMU VII) LLC, herein referred to as “Manager”, and Tristan Roland hereinafter referred to as “Resident”.

- 1. Resident understands and agrees that on or prior to the starting date of the Lease Term based on review of their Financial Aid award amount, Resident may be required to pay an Up-Front Rental Payment of \$650.00, which will be applied as a credit to the Total Rent due and owing under the Lease Agreement.
- 2. Resident understands and agrees that their failure to pay the Up-Front Rental Payment on or prior to the starting date of the Lease Term is a violation of this Addendum and the Lease Agreement and will allow Manager to pursue all of the rights and remedies available to Manager under the Lease Agreement or otherwise arising under Texas law.
- 3. Resident understands and agrees that the obligations arising under this Addendum are binding on Resident even if Resident never physically occupies the premises.

DocuSigned by:



Resident Signature

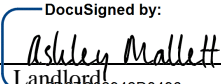
2/28/2022

Date

Tristan Roland

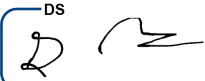
Resident Printed Name

DocuSigned by:



Landlord

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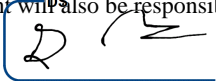


APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease Agreement. We provide these Rules and Regulations for your benefit and the benefit of the other Residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease Agreement and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease Agreement.

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident’s expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times. Residents in rooms where screens are removed will be billed for repair/replacement and will be subject to disciplinary action. Throwing any object, solid, or liquid, out of a window is strictly prohibited. Clothing, banners, flags, lights, or messages may not be hung or posted outside of the buildings.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the Apartment. If a violation occurs, Resident will be charged to repaint the Premises.
3. Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. If a violation occurs this will result in the Resident being charged for improper bike storage. Only balcony/patio furniture may be kept on balconies/patios. No one is allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on Premises including balconies/patios or garage areas. Hammocks are not permitted to be hung on any part of the balcony/patio (including railings or support beams).
4. All light bulbs and tubes must be operational at all times during the duration of the Lease Term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
5. Welcome mats may not be placed in front of doors.
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. Manager’s staff will not hold, transfer or distribute keys to guests or visitors. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement and any damages caused by providing access to a third party. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be charged for after hour lockouts. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease Agreement on the ending date of the Lease Agreement or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord’s sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other Residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other Apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash and recycling (if applicable) in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Resident will be charged a trash removal fee and/or cleaning fee for a violation of this provision as well as for any littering by Resident or Resident’s guests (to the extent permitted by applicable law).
12. Resident must keep all utilities to the Premises active through the end of the Lease Term regardless if you choose to vacate the Premises before the Lease Agreement Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
13. Pets, including but not limited to, dogs, cats, fish, birds, reptiles, and rodents, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved assistance animals. Approval must be granted prior to assistance animal entering or residing on the Premises. The following rules shall apply to a violation of this policy:
 - a. First violation: A written violation will be issued to the Resident specifying the complaint, and a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease Agreement. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning



and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.

- b. Second violation: Landlord will declare the Resident to be in default under the Lease Agreement and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Should a second violation occur, Resident will be charged \$500.00 per pet.

- 14. The University prohibits the possession and consumption of alcoholic beverages on university premises, including UNIVERSITY VIEW.
- 15. Residents agree that any and all facilities provided by Owner in the Apartment Community are provided as a gratuity and their use is not part of the Rent paid by Residents. Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior written notice to Residents. Such action shall not constitute any claim for diminished rental value by Residents or a claim of default under the terms and conditions of the Lease Agreement by Owner.

INTERNET

Resident acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident’s guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this Lease Agreement. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other Residents taking up significant bandwidth.

GUESTS/DELIVERIES

Resident must notify Manager of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Resident must notify Manager of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Members of the opposite’s sex may visit only during coed visitation hours. **Coed visitation hours are: Sunday – Thursday 6:00 p.m. – 11:30 p.m. and Friday and Saturday 4:30 p.m. – 12:30 a.m.** Any person occupying or otherwise staying in Resident’s room or suite as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person’s stay in the room exceed four (4) days. If we accept packages for Resident it is only as a service and we are not responsible for your packages or deliveries. This includes perishables that may be discarded if package is leaking, begins to smell, or has sat longer than seventy-two (72) hours. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender. If we accept packages for Resident it is only as a service and we are not responsible for your packages or deliveries. This includes perishables that may be discarded if package is leaking, begins to smell, or has sat longer than seventy-two (72) hours. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender.

CONTROLLED ACCESS

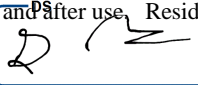
The Apartment Community may be equipped with an electronic gate or gates (the “Electronic Gates”) at one or more of the driveway entrances and/or exits of the Apartment Community. If present, Landlord installed the Electronic Gates in an effort to limit the number of individual(s) accessing the Apartment Community. The Electronic Gates, during business hours, restrict access to the Apartment Community for vendors, suppliers, movers, domestic personnel, nannies, potential residents, customers and others whose presence at the Apartment Community is deemed a benefit both for residents and for Landlord.

Resident understands, acknowledges and agrees that the Landlord shall be entitled, in Landlord’s sole discretion, to keep the Electronic Gates, or any of them, open in such a manner so as not to restrict any access to the Apartment Community during the hours of 5:00 a.m. through 7:00 p.m. every day of every year. Notwithstanding the foregoing, Landlord shall not be required to keep the Electronic Gates, or any of them, open during such hours nor shall Landlord be required to provide residents with any notice of when or for what duration that Electronic Gates, or any of them, shall be open. Resident further understands, agrees and acknowledges that Landlord may make such other policies as Landlord deems appropriate regarding the Electronic Gates including, but not limited to, the removal and/or disabling of the Electronic Gates, or any of them, with or without notice to residents.

- A. Resident understands, acknowledges and agrees that the Electronic Gates have been installed by Landlord strictly as a means of limiting the accessibility of the Apartment Community to individual(s) and that the Electronic Gates are by no means an assurance, nor are they intended to be an assurance, of residents’ and/or residents’ guests’ personal or property safety and resident acknowledges that neither Landlord nor Manager make any representation, warranty or assurance regarding residents’ or residents’ guests’ personal or property safety.
- B. Resident agrees that the furnishing of the Electronic Gates does not constitute a guarantee of the effectiveness of the Electronic Gates or that the Electronic Gates will be operational or not otherwise subject to mechanical failure at any particular time. Resident further agrees that the furnishing of the Electronic Gates does not impose an obligation upon Landlord to continue to furnish the Electronic Gates in the future. Accordingly, Resident hereby releases and holds harmless Landlord and Manager, and their respective agents, officers, directors, employees, partners, representatives and those acting for or on their behalf from and against any and all expenses, costs, claims, rights and causes of action arising from or in any way related to the Electronic Gates, the use of the Electronic Gates, the operation of the Electronic Gates, Landlord’s decision to leave the Electronic Gates open at any time, the maintenance of the Electronic Gates, the discontinuance of the use and/or operation of the Electronic Gates and any malfunction of the Electronic Gates, including, but not limited to, **SUCH COSTS, EXPENSES, CLAIMS RIGHTS AND CAUSES OF ACTION ARISING FROM LANDLORD’S AND/OR MANAGER’S NEGLIGENCE.**

COMMON AREAS

Use of Common Areas within the Apartment Community are reserved for Residents and shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of Resident. Resident must comply with all posted rules, signs and published rules and regulations for common areas and amenities, including occupancy limits, maintaining safe physical distancing and protective measures. Resident must self-screen and wash and or disinfect their hands before utilizing any recreational facility and/ or amenity or entering any enclosed Common Area. Resident agrees not to enter or use and recreational facility and/or amenity if they are ill, have a fever or are experiencing symptoms of illness. Swimming carries a risk of drowning, swim at your own risk. Resident acknowledges there is no lifeguard on duty. Use of some equipment and amenity areas carries a risk of injury and or illness. Resident should take due care for their safety, and those of guests and/or family members using these areas. Resident should be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use. Resident does hereby



indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by Resident, Resident's guests and Resident's family in their use and enjoyment of the Common Areas or other provided recreational facilities and/or amenities.

Resident's use of the fitness center, Common Areas, and other recreational facilities and/or amenity areas of the Apartment Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease Agreement, these Rules and Regulations in effect at any given time, and such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of either the Lease Agreement or the Rules and Regulations shall control. Landlord reserves the right to set the days and hours of use for all recreational facilities and/or amenities and to change the character of or close any of the recreational facilities and/or amenities based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Landlord and Manager may make changes to the Rules and Regulations for use of any of the recreational facilities and/or amenities at any time.


Resident expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the recreational facilities and/or amenities at the Apartment Community. Resident(s) agrees to hold Landlord harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT'S OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AGREEMENT, THIS ADDENDUM, AND RULES AND REGULATIONS, AND RESIDENT INTENDS TO AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Landlord" shall include the Manager, officers, partners, employees, agents, assigns, Landlords' subsidiaries and affiliates of Landlord.

RESIDENT UNDERSTANDS THAT LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE FITNESS CENTER AND/OR THE EQUIPMENT OR FACILITIES PROVIDED IN THE EXERCISE ROOM ARE FIT FOR ANY PARTICULAR PURPOSE. LANDLORD DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE FACILITIES AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO OR INJURY, ILLNESS, OR DEATH FROM COVID-19 AND/OR OTHER VIRUS STRAINS AND PANDEMIC DISEASES.

FIRE SAFETY/SAFETY

- 1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE APARTMENT COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.**
- 2. All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment Community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 3. You may not cover stove burner drip pans with aluminum foil or any other type of liner or cover. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 4. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 5. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 6. The intentional sounding of any smoke alarm and/or carbon monoxide detector or any safety devices is prohibited unless the intentional sounding of the smoke alarm and/or carbon monoxide detector or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector and/or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and/or carbon monoxide detector and keeping it in working condition. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 7. Immediately call 911 in the event of a fire or life-threatening emergency.**
- 8. Candles, incense sticks, or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, e-cigarettes, and all other smoking and/or vaping devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within the Apartment Community; smoking is prohibited in clubhouse, office areas, stairwells, hallways, lobbies, amenities, and other Common Areas. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 9. Storage of any flammable, hazardous, or explosive materials strictly prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 10. Fireworks or other combustibles are not permitted within the Apartment Community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 11. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.**

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- 12. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Premises.
- 13. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU**. If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
- 14. Violations of these policies may result in charges and/or fees to repair damages caused by the violations from the Fire Marshall and from Manager. Multiple violations may result in multiple charges and/or fees.
- 15. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices other than wheelchairs, mobility scooters or other assistive devices not otherwise permitted in your Lease Agreement are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS RULE.**
- 16. Drones are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS RULE.**

SECURITY

Neither Manager, Landlord, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Manager, Landlord, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the Apartment Community that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the Manager and advise them of the problem. You acknowledge that neither employee of either entity has any obligation to respond to calls relating to security. The employees of the Apartment Community, the Manager and the Owner are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Manager, Landlord, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present Apartment Community, there is no obligation on the part of Manager or Landlord to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Apartment Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in your apartment or located on the Apartment Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the Manager in writing about the problem. The Manager will then contact the appropriate party to effect repair or replacement.

You acknowledge and understand that neither Manager, Landlord, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your Premises or located on the Apartment Community, such as an intrusion alarm, access gate system, surveillance cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

You hereby release, Manager, Landlord, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

CONSTRUCTION OR RENOVATION


In the event the Apartment Community is under construction or renovation, Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by Resident, occupants or their respective guests is strictly prohibited.

Resident acknowledges that the noise and the inconvenience of such construction at the Apartment Community may cause minor disturbances to the quiet and enjoyment of the Premises by the Resident. Resident further agrees that the amenities, including the clubhouse, pool, or other Common Areas, may be unavailable for use by Resident, Resident’s occupants and guests during the period of construction.

The Resident hereby waives any right to withhold Rent due to inconvenience or disturbance of quiet enjoyment of Resident’s Premises or the inability to use the amenities or Common Areas or put forward such noise or construction activity as a breach of Manager’s duty pursuant to applicable state statutes.

There is no abatement of Rent (in other words, Rent is due from the original Starting Date of Lease Term), but we will provide lodging (with not more than one other person assigned to the room) at an area accommodation until your Premises are ready for occupancy. You will be solely responsible for any charges other than the cost of the room and related taxes, such as, but not limited to, telephone charges, television charges, and room services. You are responsible for any damage you cause to the lodging facility. If you are removed from the accommodation by the facilities owner, or if you are asked to leave the facility because of your failure to follow its policies, any obligations by us under these Rules and Regulations shall immediately terminate. Please remember you will owe Rent from the original Starting Date of Lease Term.

PARKING (IF APPLICABLE)

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1. All residents are required to purchase a Prairie View A&M University parking decal from parking and transportation.
2. Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
3. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident’s Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner.
4. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by Manager. Resident acknowledges that Resident and/or Resident’s Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner.
5. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
6. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident’s responsibility to pick up a new decal.
7. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
8. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the Owner of the vehicle.
9. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
10. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a Resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other Resident(s) or Bedroom(s).
11. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the Owner and/or operator of the vehicle, if any of the following situations exist:
 - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
 - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
 - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the Owner or operator of the vehicle or motorcycle.
 - d. The vehicle or motorcycle is parked in an Apartment or Apartment building.
 - e. Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS

1. **Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other Residents. Manager reserves the right at any time to charge, contact guarantors, or declare you in violation of the Lease Agreement due to excessive noise and disturbances.** The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other Residents.
3. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.
4. Any general noise disturbances, i.e. parties, machinery, etc., should be reported to the Manager (during business hours) or the after hours phone number (after business hours). Instructions will be provided to contact the appropriate Manager personnel to handle the disturbance.
5. **NO GATHERING, UNLESS SPONSORED BY OWNER OR MANAGER, MAY EXCEED TWO (2) PERSONS PER RESIDENT.** Hosting, engaging in, or otherwise allowing a gathering that exceeds two (2) persons per Resident may cause endangerment to Residents and their guests, and Manager may declare you in violation of this Lease Agreement. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST’S VIOLATIONS OF THIS RULE.**
6. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease Agreement or any rules or policies of the Apartment Community, or disturbing other Residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
7. **Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia**



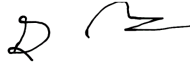
(iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in Apartments having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community. Manager reserves the right at any time to charge, contact guarantors, or declare you in default of your Lease Agreement for any of the above mentioned violations.

- 8. All Residents shall comply with QUIET HOURS and COURTESY HOURS in the community as posted, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. This includes, but is not limited to the sand volleyball court, basketball court and courtyard areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by Resident.
- 9. Gambling is prohibited on the Premises.
- 10. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes “any act that injures, degrades, disgraces, any fellow student or person.”
- 11. No loitering on the Premises after 11p.m.

MODIFICATION OF RULES AND REGULATIONS

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease Agreement once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest’s compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AGREEMENT AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE AGREEMENT.

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SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** We recommend that you consider following these guidelines, in addition to other common sense safety practices.

INSIDE YOUR APARTMENT

- 1. Lock your doors and windows—even while you're inside.
- 2. Use your night latches or dead bolt locks on the doors while you're inside.
- 3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with them without opening the door. If the person identifies themselves as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
- 4. Do not give out or lend keys, gate or lock combinations to anyone.
- 5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
- 6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
- 7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
- 8. Check your smoke detector and/or carbon monoxide detector monthly for dead batteries or malfunctions.
- 9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
- 10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and/or carbon monoxide detectors and alarm systems, if applicable; and
 - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- 11. Close curtains, blinds, and window shades at night.
- 12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

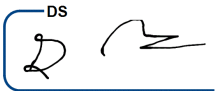
- 13. Lock your doors every time you leave your Apartment regardless how long you will be away.
- 14. Close and latch your windows while you're gone, particularly when you're on vacation.
- 15. Tell your roommate(s) where you're going and when you'll be back.
- 16. Don't walk alone at night.
- 17. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
- 18. Don't give entry codes or electronic gate cards to anyone. Do not prop or hold open Apartment Community doors for anyone.
- 19. Use lamp timers when you go out in the evening or go away on vacation.
- 20. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
- 21. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

- 22. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- 23. Whenever possible, don't leave items in your car, such as change/money, wrapped packages, book bags, or purses in view.
- 24. Don't leave your keys in the car.
- 25. Carry your key ring in your hand while walking to your car — whether it is daylight or dark — whether you are at home, school, work, or on vacation.
- 26. 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.
- 27. Check the backseat before getting into your car.
- 28. Don't stop at gas stations or automatic- teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. **LANDLORD AND MANAGER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF SECURITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

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GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) EXECUTED BY ACC OP (PVAMU VII) LLC (“Landlord”) and Tristan Roland (“Resident”), A COPY OF WHICH LEASE IS ATTACHED HERETO.

1.

UNCONDITIONAL GUARANTY. In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Subject to the terms and provisions hereof, modifications or amendments to the Lease or the Premises, or extensions or renewals of the Lease Term, or apartment reassignment during the Lease Term or Renewal Term, shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, extensions, renewals or changes to the Lease or Renewal Agreements. Notwithstanding the foregoing, with respect to any renewal or extension of the Lease Term, unless Guarantor agrees otherwise (a) any renewal or extension of the Lease Term shall not extend beyond August 15, 2026, and Guarantor shall only be liable under a renewal or extension of the Lease Term that is entered into between Landlord and Resident on or before such date, (b) in the event that the Rent or other payments by Resident under the Lease are increased during any such renewal or extension of the Lease Term, then during such renewal or extension of the Lease Term Guarantor shall only be liable for such Rent or other payments which were applicable during the original Lease Term.
2.

NOTICE TO GUARANTOR/WAIVER. This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3.

DEATH OF GUARANTOR. In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4.

ENFORCEMENT. This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty. This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located.
5.

WIRELESS TELEPHONE CONTACT CONSENT. Guarantor hereby grants express written consent to authorize Landlord, and our successors, assignees, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the “Authorized Entities”) to communicate with Guarantor using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Guarantor will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Guarantor may receive approximately ten (10) messages per month.

Guarantor authorizes any and all communication methods described in this consent even if Guarantor will incur a fee or a cost to receive such communications. Message and data rates may apply. Guarantor further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Guarantor.

Guarantor understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit www.americancampus.com. Guarantor represents that they have read and agreed to the Terms of Use and Privacy Policy available at www.americancampus.com.

Guarantor may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: optout@americancampus.com], or by any other reasonable means.

Guarantor must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

I accept


X I decline

Guarantor Phone Number Provided via Housing Application: 1 (214) 931-4305

6.

REQUIRED METHOD OF CONTACT. Guarantor must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with the Lease or such services to be provided in the future by any Authorized Entities in connection with the Lease. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your

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immediate attention and other matters in connection with the Lease, as permitted by applicable law. Guarantor acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Guarantor has opted- out of promotional SMS text messages and/or email in accordance with section 6 hereinabove.

In addition, Guarantor further expressly consents and authorizes any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Guarantor further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term.

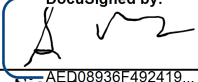
7. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease, and if Guarantor is married, Guarantor hereby warrants that he/she has discussed this Guaranty with his/her spouse and the spouse has consented to such Guaranty, even if the spouse has not signed this Agreement. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.
8. **ACKNOWLEDGEMENT.** Guarantor represents that all information submitted on this Guaranty is true and complete. Guarantor authorizes us to request and obtain consumer reports, verification of income and employment, rental history reports, and other credit reports on you. A facsimile by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as Guarantor, to sign the Lease itself or to be named in the Lease. The Guaranty does not have to be referred to in the Lease.

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AND THAT THEY ACKNOWLEDGE THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST WRITTEN IN THE LEASE. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE IS VALID AND BINDING AS A RENEWAL OF BOTH THE LEASE AND THE GUARANTY.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

Sarita Roberts

DocuSigned by:

Signature

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3/4/2022

Date

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