

## LEASE CONTRACT

All residents are required to sign a Lease Contract to live at a community managed by Peak Campus ("Peak Campus"). You are encouraged to review the Lease Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Lease Contract. **YOU ARE URGED TO READ THIS LEASE CONTRACT CAREFULLY!**

This is a **LEGALLY** binding document that holds you responsible for paying rent on a specific Unit Type within a price range, as listed below. If an Exclusive Bed Space in that Unit Type is not available, the management team will work to get you in a different Unit Type or refund your Administration Fee and release you from this Lease Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the Term of the Lease Contract.

You must be at least 18 years of age to execute this Lease Contract. However, if you are 17 years of age, you can execute this Lease Contract so long as you have a guarantor that is at least 18 years of age or older.

The terms used in this Lease Contract are defined:

- **Application Fee:** "Application Fee" shall mean the non-refundable fee required by Owner to process the Application. The Application Fee covers Owner's time and expense in obtaining information about you such as checking your references and obtaining and reviewing your consumer report.
- **Administration Fee:** "Administration Fee" is a one-time fee required by Owner. The Administration Fee includes items such as the preparation of this Lease Contract and related Documents, setting up your account ledger and other time, costs and expenses associated with the processing of this Lease Contract. The Administration Fee will be refunded to you ONLY if: i) an Exclusive Bed Space cannot be leased to you, ii) your Application is not approved by Owner, or iii) you withdraw your Application within **72 hours** after signing the Application (pursuant to the terms of the Application). Otherwise, the Administration Fee shall be retained by Owner as liquidated damages, including but not limited to situations where you either: i) fail to sign this Lease Contract after approval by Owner, or ii) 72 or more hours have passed after your execution of the Application. You agree that Owner's damages from your failure to sign the Lease Contract or attempted withdrawal of your Application are difficult to ascertain, and the Administration Fee is a reasonable estimate of those damages.
- **Common Areas:** "Common Areas" are those areas located within the Unit that are not exclusively leased to other persons residing in the Unit.
- **Community Areas:** "Community Areas" are those areas located in the Community to which all residents of the Community have general access (such as amenities, hallways, breezeways, lobbies, courtyards, study rooms, etc.).
- **Amenities:** "Amenities" are those areas specifically set forth in the Rules and Regulations for the Community.
- **Telecom Fee:** "Telecom Fee" is a fee required by Owner. The Telecom Fee includes the cost of set up and management of cable, Internet and utility management services.
- **Lease Contract:** This "Lease Contract," which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Execution Date:** "Execution Date" shall be the date on which this Lease Contract was executed by Resident.
- **Owner:** "Owner" shall be the Owner, BVP Parkway Place, LP; Owner's Agent, Peak Campus Management, LLC; and the Community, Parkway Place.
- **Resident:** "Resident" shall be:
- **Guarantor:** "Guarantor" (the person who is legally responsible for all financial obligations of Resident) shall be as stated in the Guaranty of Resident Obligations Form.
- **Roommates:** "Roommates" shall be the persons occupying the other exclusive bed spaces within the Unit and sharing the Common Areas.
- **Exclusive Bed Space:** "Exclusive Bed Space" is your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a bedroom ("Bedroom") in a unit ("Apartment" or "Unit").
- **Premises:** "Premises" shall be an Exclusive Bed Space in a \_\_\_\_\_ (Unit Type) at Parkway Place (the "Community") located at 1350 Harvey Mitchell Parkway, College Station, TX 77840 (Unit/bed number and Community Address). In the event the Exclusive Bed Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that these will be assigned at a later date prior to Resident moving into the Unit. Resident acknowledges that Resident will sign an Exclusive Bed Space Addendum upon Owner's request, upon the same terms stated herein which identifies the Exclusive Bed Space and Unit. In the event Resident fails to sign the Exclusive Bed Space Addendum, Resident agrees that Owner shall have the right to identify such Exclusive Bed Space and Unit in a new or modified contract and that such designation shall be incorporated into this Lease Contract as if Resident has signed this Lease Contract identifying such Exclusive Bed Space and Unit.
- **Term:** The Term of this Lease Contract shall begin at 12:00 noon on \_\_\_\_\_ (the "Commencement Date") and end at 9:00 AM on \_\_\_\_\_ (the "Expiration Date").

- **Rent:** "Rent" shall be paid in equal installments of \$ \_\_\_\_\_ ("Rent Installment") (plus any incidental additional charges including, but not limited to, Additional Rent, as set forth in this Lease Contract and all applicable fees and sales taxes, collectively, "Rent") for the Term of this Lease Contract. Rent will be due on the 1<sup>st</sup> day of the month. Rent is paid on an installment plan that is unique to student housing versus the first month of prorated rent in traditional apartment housing. Instead of prorating rent and charging a higher rate in subsequent months, Owner takes the total sum of Rent and divides it into 12 equal installments. The breakdown of a Rent Installment is set forth below:

|                                                                        |          |
|------------------------------------------------------------------------|----------|
| Base Rent:                                                             | \$ _____ |
| Other Fees Total:                                                      | \$ _____ |
| Peak Protection Service (must be a registered student to participate): | \$10.00* |
| Amount of each Rent Installment:                                       | \$ _____ |

\* If you are not a registered student of a college or university, you are not eligible for Peak Protection Service. Please see the Leasing Office to sign an Opt-Out Agreement to remove this charge.

|                                                                                                                                                                                                                                                          |                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| All installments and fees made payable to                                                                                                                                                                                                                | Parkway Place<br>1350 Harvey Mitchell Pkwy.<br>College Station, TX 77840 |
| NON-REFUNDABLE APPLICATION FEE<br>• Renewals are not required to pay fees twice                                                                                                                                                                          | \$65                                                                     |
| ADMINISTRATION FEE<br>• Renewals are not required to pay fees twice                                                                                                                                                                                      | \$200                                                                    |
| TELECOM FEE - DUE AT MOVE IN FOR NEW LEASES<br>DUE ON AUGUST 1 <sup>ST</sup> FOR RENEWAL LEASES                                                                                                                                                          | \$130<br>\$55                                                            |
| SHORT TERM PREMIUM<br>• Lease Contracts for less than 12 months are offered on a limited availability. The additional fee will be added to the monthly installment of Rent. Contact the office for more information regarding your specific move in day. | \$95 - 10 month<br>\$115 - 5 month                                       |
| INITIAL LATE CHARGE<br>• Charged on the fourth (4 <sup>th</sup> ) day of the month if Rent is not paid on or before the third (3 <sup>rd</sup> ) day of the month. Rent is delinquent until Rent is paid in full.                                        | \$35                                                                     |
| DAILY LATE CHARGE<br>• Charged per day (for a maximum of 11 days) beginning on the fifth (5 <sup>th</sup> ) day of the month. Rent is delinquent until Rent is paid in full.                                                                             | \$10                                                                     |
| RETURNED CHECK CHARGE FOR EACH RETURNED CHECK                                                                                                                                                                                                            | \$35                                                                     |
| PET REGISTRATION<br>• PET FEE (NON-REFUNDABLE)<br>• PET FEE (REFUNDABLE)<br>• Monthly Pet Rent (added to Base Rent)                                                                                                                                      | \$250<br>\$200<br>\$15/month                                             |
| ASSIGNMENT FEE                                                                                                                                                                                                                                           | \$350                                                                    |
| RELETTING FEE                                                                                                                                                                                                                                            | 85% of one months' rent                                                  |
| TRANSFER FEE from Exclusive Bed Space to another exclusive bed space within the same Unit                                                                                                                                                                | \$50                                                                     |
| TRANSFER FEE from Exclusive Bed Space to another exclusive bed space in a different unit                                                                                                                                                                 | \$200                                                                    |
| RECONNECTION FEE OF UTILITY SERVICES                                                                                                                                                                                                                     | \$75                                                                     |
| Water / Sewer; Trash; Pest Control; Cable TV                                                                                                                                                                                                             | Included in Rent                                                         |
| Internet                                                                                                                                                                                                                                                 | Included in Telecom Fee                                                  |
| Electricity<br>• Resident is responsible for payment of electricity bill<br>Telephone                                                                                                                                                                    | NOT included in Rent                                                     |
| HOLDOVER DAILY FEE<br>In an amount of the existing monthly installment of Rent.                                                                                                                                                                          | 125% of monthly Rent                                                     |

1. **RENT:** In consideration of Resident's compliance with the terms of this Lease Contract, Resident shall have the right to use and occupy the Exclusive Bed Space and other areas of the Premises on the terms hereof. The first Rent Installment shall be paid by Resident on or before July 1<sup>st</sup>, and the remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month ("Due Date") without a grace period in advance and without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property's management office or such other place as Owner shall designate. All other charges due for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent." In the event any such charges are due under this Lease Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any initial late charge and/or daily late charge, as applicable (collectively "Late Charges"), incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes, Resident is responsible for paying such taxes. All Rent Installments and all other charges due shall be paid by personal check, cashier's check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods. Owner shall have the right to refuse any tender of payment in cash and third party checks. Owner is not responsible for or affiliated with any third party payment processor who may charge Resident a fee to use their online payment service to pay Rent and other charges. If Resident elects to use a third party payment processing service (via a web portal link on Owner's website, or other means), Resident waives all claims against Owner related to Resident's use of said service and further agrees to indemnify Owner for Resident's use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent Resident from paying Owner on time or Owner receiving payment on time; and any fees charged for any reason by the third party processor.

Payments made after the tenth day of the month must be paid by cashier's check or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the Due Date. Unless otherwise required by law, Rent Installments may not be withheld for any reason. After two (2) returned checks, all future Rent Installments owed must be paid in cashier's check or money order. Owner has the right to refuse to accept partial payments. In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay Late Charges as set forth herein, which amount shall be considered as Additional Rent. Late Charges are due and payable when assessed. If the Due Date falls on a holiday observed by Owner, payment must be made on the first day following the holiday. Resident shall pay Owner the amount as set forth herein as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any Late Charges resulting from the check's failure to be paid. Resident acknowledges the returned check charges and Late Charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of such late payment and not payment for the use of money. Any returned check must be redeemed in cashier's check or money order. Partial payments will not be accepted on any returned check.

2. **UTILITIES AND SERVICES:** Owner agrees to furnish water, sewer, trash, basic cable television and Internet access for the Unit (unless otherwise provided above), but Resident and Roommates must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this Lease Contract. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet.

**Payments:** Resident agrees to pay an account set-up fee (Telecom Fee) in the amount of \$130 for new move ins and \$55 for lease renewals at the time of new move-in or renewal. This fee is for administrative, billing, overhead, and similar expenses and charges incurred by Owner for establishing the new account. If it is necessary for Owner to pay any costs or repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this Lease Contract, then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as Additional Rent. Resident is responsible for paying for all utilities

that are in Resident's name during the Term of the Lease Contract even if Resident moves out prior to the Expiration Date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Resident's Roommates to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as Additional Rent. You must pay your monthly bill by the due date contained in your monthly utility statement. Any failure to pay amounts as listed herein shall result in a default under the Lease Contract.

**Accounts:** Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all residents in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Housing Contract term, Resident must notify Owner in writing. No change in billing options is permitted until all have paid all amounts due under the current option.

Resident will be charged for the full period of time from the commencement date of the Lease Contract until its expiration date, regardless of whether Resident physically occupies the unit. The billing methods described above may be changed by Owner by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method. Resident agrees that Owner may estimate any and all charges above upon Resident's move-out (and such amounts shall be deemed final). Upon Resident's request, Owner will provide a copy of its applicable utility bills and all applicable bills issued to Residents. The bill will be sent to Resident by a third party billing provider.

3. **DEPOSIT:** In the event Resident has deposited with Owner a deposit (the "Deposit"), it shall serve as partial security for all of Resident's obligations under this Lease Contract. The Deposit will not be Owner's limit of damages if Resident violates this Lease Contract, and Resident may be liable for damages in excess of the Deposit. Among other items, delinquent Rent payments and Late Charges, and the cost of labor and materials for cleaning and repairs in excess of "normal wear and tear" may be deducted from the Deposit. Resident shall have no right to have the Deposit applied to any portion of the total amount of Rent which may become due under this Lease Contract. Upon a sale and conveyance of the Community, Owner may transfer the Deposit to the new owner and upon such transfer, all of Owner's liability for such Deposit shall terminate and Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Upon termination of this Lease Contract, Resident shall provide the Owner in writing with a forwarding address or new address to which any amount due from the Owner may be sent. If Resident fails to provide such forwarding address, then any amount due to the Resident shall be sent to the last known address of the Resident. Owner shall provide Resident an itemization of the application of the Deposit and a refund of the remaining balance of the Deposit, if any, 30 days after termination of the tenancy, delivery of possession of the Exclusive Bed Space to Owner by Resident and written notice from Resident of Resident's forwarding address.
4. **ROOMMATES:** Resident acknowledges Owner has the right to assign a Roommate to any vacant exclusive bed space in the Unit before or during the Term of this Lease Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be afforded to all Roommates, and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates, or other residents that reside at the Community, does not constitute grounds for termination of this Lease Contract by Resident.
5. **POSSESSION:** If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rent Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Lease Contract. If Resident does not move in once the Premises are ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorneys' fees, and may apply any deposits or monies of Resident in possession of Owner to Resident's outstanding balance.

6. **USE:** Resident shall occupy the Premises during the Term of this Lease Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Lease Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use, or allow another person to occupy or use, an empty exclusive bed space within the Unit and Premises. In addition to its other remedies following a breach, Rent will be assessed to Resident as of the date Owner deems that an empty exclusive bed space is occupied or used.
7. **CONDITION OF PREMISES:** Resident hereby acknowledges that the Premises are being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move-Out Condition Form and return it to Owner, or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the Lease Contract. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition; otherwise, Owner may charge Resident any reasonable cleaning costs.

In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

8. **EARLY TERMINATION OF LEASE CONTRACT:** Resident acknowledges there is no right to early termination of the Lease Contract and Resident will not be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. However, Resident may have special statutory rights under Texas law to terminate the Lease Contract 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 Peak Campus' 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.
9. **PARKING:** In addition to the other rights Owner has to tow vehicles in the Community pursuant to applicable law, Owner shall have the right to tow a vehicle that does not display an unexpired license plate or registration insignia by complying with applicable law, including giving the owner or operator of the vehicle at least 10 days' written notice that the vehicle will be towed from the Community at the vehicle owner's or operator's expense if it is not removed from the parking area.
10. **ASSIGNMENT/SUBLEASES: Subletting is not permitted.** The prohibition on subletting applies equally to any parking space, garage, storage area or other rented space made available to Resident. Resident shall not assign or transfer Resident's interest in the Lease Contract, or any part hereof, or any interest in the Premises without prior written consent of Owner. If Owner consents to an assignment of the Lease Contract, all rent and other payments must be made by the assignee ("Assigned Resident") directly to Owner. All assignees approved by Owner agree to comply with all the terms of this Lease Contract as if they had originally executed this Lease Contract. Resident will remain liable to Owner for payment of the rent and other sums due under this Lease Contract and for performance of the obligations contained in this Lease Contract even after an assignment is approved by Owner. Resident will be responsible to pay Owner the assignment fee ("Assignment Fee"). Consent shall be withheld until all fees are paid and replacement is fully qualified. Owner's consent to one assignment will not be construed as consent to any further request for an assignment or a waiver of Owner's right, in Owner's discretion, to consent to future requests. Owner is NOT RESPONSIBLE FOR FINDING RESIDENT AN ASSIGNEE.



The Assignment Fee described in this Lease Contract is separate and distinct from the Reletting Fee. The Assignment Fee is applicable when Resident finds a suitable replacement resident, approved by Owner for the remainder of the Lease Term. The Reletting Fee is applicable when Owner finds a suitable replacement resident for the remainder of the Lease Term. Under either circumstance, Owner is authorized to continue charging Resident Rent during the Lease Term until a suitable replacement resident is identified, subject to Owner's reasonable duty to mitigate.

**RENTAL PROHIBITED:** Resident agrees not to rent or offer to rent all or any part of the Premises to anyone else. Resident agrees not to accept anything of value from anyone else for the use of any part of the Premises. Resident agrees not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for rent.

11. **ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and/or Unit or any part thereof including, but not limited to, the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any locks without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair or replacement is not required upon Resident's vacating the Premises. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent.
12. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report to Owner, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises at the property's management office or designated place (except in the case of emergencies such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Resident's oral requests do not constitute a written request from Resident. Compliance by Owner with any oral request does not waive the strict requirement for written notices under this Lease Contract. Resident must immediately notify Owner in writing of water leaks, visible mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate Resident to perform work or to avoid property damage. Owner may also temporarily suspend any utility or other service to the Community and turn off equipment as needed to do maintenance and/or repair and/or protect the Community, Premises, or Resident(s) from risk of harm or loss.

Resident shall be liable for, and shall pay, all costs and expenses for damages and repairs to the Premises or Community (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable state law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the management office directly at the advertised phone number and following the applicable answering service prompts.

Owner 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 Contract 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 Owner fails 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 Owner 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 Contract by giving Owner a final written notice.

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

13. **OWNER'S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Owner may enter the Premises and the Unit or other units at the Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including, but not limited to: performing monthly unit inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Lease Contract; 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, Owner may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes Owner to enter the Premises and the Unit 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.
14. **RESIDENT'S RESPONSIBILITY FOR SECURITY:** Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises are located or the effectiveness or operability of any security devices or measures on the Premises or Community. Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests, or occupants of any unit. In the event cameras have been installed, these cameras are not monitored on a 24-hour basis and are not designed to provide personal security services. **Each Resident and their guest(s) or invitee(s) is responsible for protecting his or her own person and property.** Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures, including, but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including, but not limited to, alarms and smoke detectors. **Resident agrees Resident will not disable, disconnect, alter, intentionally damage, or remove the smoke detectors (including the removal of batteries without replacement), locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Resident may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Texas Property Code for not complying with the requirements regarding smoke detectors.** In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there. Any charges resulting from the use of the intrusion alarm will be charged to Resident as Additional Rent, including, but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; not tampering with the gates). Owner has no duty to maintain the gates or fencing.

Owner will comply with the requirements of state law with respect to providing door locks and window latches to units at the Community. Pursuant to state law, the Unit is equipped with: (1) a window latch on each exterior window of the Unit; (2) a doorknob lock or keyed dead bolt on each exterior door of the Unit; (3) a sliding door pin lock on each exterior sliding glass door of the Unit; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Unit; and (5) a keyless bolting device and a door viewer on each exterior door of the Unit. Additionally, if the Unit has french doors, one door of each pair of french doors, if any, in the Unit has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the door jamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and

operated from the edge of the door, capable of insertion into the door jamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more. **At Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock; and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law. IF RESIDENT VACATES THE PREMISES IN BREACH OF THIS LEASE CONTRACT, OWNER MAY DEDUCT FROM RESIDENT'S DEPOSIT OR CHARGE RESIDENT THE REASONABLE COST INCURRED BY OWNER TO REKEY A SECURITY DEVICE AS PERMITTED BY TEXAS LAW.**

15. **RELOCATION:** Owner reserves the right, in its sole discretion, to relocate Resident to another unit or exclusive bed space at the Community. If required by Owner to relocate, Resident will not be required to pay the Transfer Fee. Owner, to the extent practical and in Owner's sole discretion, will honor Resident's request for a particular unit. **If Resident requests a transfer, and the transfer is approved by Owner, Resident will be required to pay a fee to transfer ("Transfer Fee").**
16. **CASUALTY:** In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest(s), licensee(s), or invitee(s), the Premises, may be promptly restored and repaired by Owner and any Rent Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rent Installment(s) will not be abated. However, if the Premises are substantially destroyed, then this Lease Contract may be terminated by Owner, in which event the remaining unpaid Rent Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guest(s), licensee(s), or invitee(s) of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
17. **RESIDENT'S PROPERTY AND RENTER'S INSURANCE:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, and Community. **Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for, and will not provide, fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system if applicable.
18. **PEAK PROTECTION SERVICE:** As an added service to Resident(s), Owner will automatically include a \$10 per month per Resident charge in this Lease Contract for Damage & Replacement Insurance through CSI Insurance ("Peak Protection Service"), which is not affiliated with Owner. Resident must be a registered student with a college or university in order to qualify for coverage. Owner is not responsible for processing or payment of any claims nor is it responsible for denial of claims. Participating Resident must process claims directly with CSI Insurance according to its instructions. Owner will provide CSI Insurance Claims Department's contact information to Resident upon request. Resident may opt out of the Peak Protection Service by contacting the management office and completing the required Opt-Out Form, according to the terms and conditions of the Opt-Out Form. By completing the Opt-Out Form, Resident acknowledges that Resident shall not be allowed to file any claims for loss or damage to Resident's personal property under the Peak Protection Service, and Resident shall be personally responsible for damage to Resident's property as stated above. Once the Opt-Out Form is signed, Resident will not be eligible for the Peak Protection Service until the next lease term. Residents who do not pay the \$10 per month charge will also not have the benefit of this service and will be automatically opted out of the



program, whether or not an Opt-Out Form is completed. The Peak Protection Service may be discontinued at any time (and the monthly charge for the service will be stopped). The insurance coverage may not cover all items desired by Resident, so Resident should review the policy and procure additional insurance as Resident deems necessary.

19. **OWNER'S PERMISSION OR CONSENT:** This Lease Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Lease Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.
20. **NOTICES:** Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Lease Contract or otherwise. Failure of Resident to give such notification in writing within the time prescribed shall constitute a total and complete waiver of said alleged violation, and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Lease Contract. Owner has designated Peak Campus Management, LLC as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Lease Contract or otherwise, must be in writing and must be delivered by certified mail, return receipt requested, to: Peak Campus Management, 2970 Clairmont Road, Suite 310, Atlanta, GA 30329; c/o Vice President of Property Management. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law.
21. **DEFAULT BY RESIDENT:** Resident (and Resident's guests if applicable) agrees to abide by all federal, state and municipal laws, ordinances, regulations or orders (including, but not limited to, those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in effect or which may be hereafter be enacted. Resident will be in default if: (1) Resident fails to pay any Rent Installment or Additional Rent, as and when due hereunder; (2) Resident abandons the Premises; (3) Resident fails to perform any of his or her obligations hereunder; (4) Any information contained in Resident's Lease Contract Application is untrue or misleading; (5) Resident or Resident's guest(s) violates this Lease Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (6) Illegal drugs or paraphernalia are found in the Premises, whether or not Owner can establish possession (medical marijuana prescriptions shall constitute illegal drugs as a controlled substance pursuant to federal and state law); (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature; (9) Resident displays, discharges, or possesses a gun, knife (of certain dimension), or other weapon (or uses an ordinary object as a weapon), including, but not limited to, any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, throwing stars, nun chucks, and similar objects. **WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY, INCLUDING YOUR UNIT. Owner does not guarantee a firearms-free environment.**

**If Resident is in default, Owner may, at its option, terminate this Lease Contract by written notice to Resident. The total cost of repairs for any and all damages caused by Resident or Resident's guests will be the responsibility of Resident.** Resident and Resident's Guarantor(s) remain fully responsible for any deficiency in the Lease Contract obligations for the remainder of the Term. Owner's rights shall include, but shall not be limited to, terminating Resident's right to occupy the Premises and the Unit or terminating the Lease Contract, at Owner's sole discretion, upon one (1) day's written notice to vacate and regaining possession of the Premises and the Unit in the manner provided by applicable law. It is understood that in the event Owner terminates a Roommate's right to occupy the Premises and Unit, it shall be a default under this Lease Contract by Resident for such Roommate to occupy the Premises and Unit. In addition, in the event of Resident's default, Resident shall be liable for and shall pay: (i) a reletting fee equal to 85% of one month's Rent to offset the costs of reletting the Premises and Unit; (ii) all monthly Rent and other charges

which are payable during the remainder of the Term of this Lease Contract, which shall be accelerated automatically without notice and shall be immediately due and delinquent; and (iii) any other sums that may be due pursuant to the Lease Contract or applicable law, in addition to legal and eviction costs incurred, as Additional Rent.

**RELETTING FEE:** Resident acknowledges that the Reletting Fee is not a cancellation fee or a buyout fee. The Reletting Fee and late charges are liquidated amounts covering only Owner's damages associated with Owner's time, effort and expense in finding and processing another resident to occupy the Unit and Premises. Such damages are uncertain and difficult to ascertain. You will be liable for a Reletting Fee equal to 85% of the highest monthly rent during the Lease Term if you (1) fail to move in or (2) move out without prior written approval, or (3) are judicially evicted. You agree that the Reletting Fee is a reasonable estimate of such damages and that the fee is due whether or not Owner's reletting attempts succeed. The Reletting Fee does not release you from continued liability for future or past-due rent, charges, fees or other sums due under this Lease Contract. The Reletting Fee is separate and distinct from the Assignment Fee. The Reletting Fee applies if and/or when Owner finds a suitable replacement resident, whereas the Assignment Fee applies when Resident finds a suitable replacement resident approved by Owner.

Notwithstanding the commencement of a judicial eviction or dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Resident, Resident shall remain liable to Owner for all Rent Installment(s) and Additional Rent accrued through the date on which possession is obtained by Owner, and Resident shall continue to be liable for all Rent Installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term of the Lease Contract or the re-rental of the Exclusive Bed Space. It is intended that Owner's remedies for a default hereunder shall be as broad as permitted under applicable laws. The exercise of any one remedy shall not be deemed exclusive of the right to collect Rent, or of Owner's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warnings and/or charges for certain actions of Resident which may constitute violations of this Lease Contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. Resident shall be responsible for all reasonable legal fees and cost connected therewith to the extent allowed by applicable law. Resident must pay all collection agency fees if Resident fails to pay all Rent due within 10 days after Owner sends a letter demanding payment and stating that collection agency fees will be added if Resident does not pay all Rent by that deadline. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's and Guarantor's credit record.

22. **GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitee(s), family, and licensee(s). Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Lease Contract by Resident's guest(s) shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Lease Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner's representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and Roommates shall not have more than ten (10) persons in the Premises and Unit at any one time. Resident further agrees that there shall be no more than five (5) persons on balconies, decks or patios at any one time. Balconies and decks were not designed to support excessive loads for prolonged periods.
23. **ANIMALS:** No animals are allowed, even temporarily, anywhere in the Premises or the Community unless Owner has previously so authorized in writing. If Owner allows an animal (a dog or cat), Resident must sign a separate animal addendum and pay a pet fee ("Pet Fee"). A Pet Fee is non-refundable. Owner will authorize a support animal as a reasonable accommodation related to a disability, pursuant to applicable law. Owner may require a written statement from a qualified professional verifying the need for the support animal. Resident must not feed stray or wild animals. Resident will also be responsible for any monthly pet rent and/or pet deposit that may be required by this Lease Contract.

If Resident or any guest or occupant violates animal restrictions (with or without Resident's knowledge), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during Resident's term of occupancy (with or without Owner's consent) Owner will charge Resident for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for Owner's time,

inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Owner may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of the Default by Resident section of this Lease Contract. Owner may (but is not required to) keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss harm, sickness, or death of the animal unless due to Owner's sole negligence. Owner will return the animal to Resident upon request if the animal has not already been turned over to a humane society or local authority. Resident must pay for the animal's reasonable care and kenneling charges. Owner has no lien on the animal for any purpose.

24. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding lease contract with Owner for the next succeeding term (a "New Lease Contract"), the terms of this Lease Contract shall continue in full force and effect until the beginning of the term provided in the New Lease Contract (the "New Term"). Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the term of the New Lease Contract. If Resident does not execute a New Lease Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Bed Space, Premises, and Unit in the New Lease Contract. Should Resident default on the current Lease Contract, Resident will still be responsible for the current Lease Contract and the New Lease Contract.
25. **MOVE-OUT PROCEDURES:** Upon termination of this Lease Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no Deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs, which will be due within 30 days of such billing. In the event Resident moves out prior to the end of the Lease Term, Resident shall be responsible for either the Reletting Fee or the Assignment Fee, in addition to continuing liability for Rent through the end of the Lease Term until a suitable replacement resident is identified.
26. **PROPERTY LEFT IN PREMISES:** All personal property of Resident in the Premises (except property statutorily exempt by Section 54.042 of the Texas Property Code) is subjected to a contractual lien to secure payment of delinquent Rent. In order to exercise contractual lien rights, Owner may peacefully enter the Premises (and any storerooms) and remove and store all such property; provided, however, written notice of entry must be left afterward in the Premises in a conspicuous place, along with a list of items removed. If Resident is absent from the Premises for five (5) consecutive days during the Term of the Lease Contract, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in the abandoned Premises (and all personal property of Resident located elsewhere in the Unit) shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity or by selling the property in accordance with the procedures set forth below. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after 10 days' written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Unit or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness; and surplus, if any, shall be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.
27. **HOLDING OVER:** In the event that a New Lease Contract is not executed and Resident has not vacated the Premises on or before the expiration of the Term of this Lease Contract, Resident shall automatically and immediately become a holdover resident pursuant to Texas law and Owner shall be entitled to recover from Resident: (i) holdover rent as listed above, plus (ii) all rent for the full term of any Lease Contract signed by the next resident to occupy the Premises who is unable to occupy due to Resident's holding over.

Owner shall have the right to proceed with a suit under applicable law against Resident to recover possession of the Premises.

28. **PHOTOGRAPHS AND VIDEOS:** Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Owner for use of such images.
29. **SUBORDINATION:** The lien of any lender(s) of the Community will be superior to your rights under this Lease Contract. Therefore, if a lender takes over ownership of the Community, the lender may terminate or continue this Lease Contract. If lender continues the Lease Contract, Resident will accept and recognize any such lender as the "Owner" under this Lease Contract, and in such case, every reference to "Owner" in this Lease Contract shall apply with equal force to the lender.
30. **LIABILITY/INDEMNIFICATION:** Owner will not be liable to Resident or Resident's guest(s) for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including, without limitation, theft, burglary, assault, vandalism, or other crimes, or Resident's personal conflict with Roommates. Owner has no duty to remove ice, sleet, or snow, but may do so in whole or in part, with or without notice. **EXCEPT FOR OWNER'S LIABILITY ARISING UNDER APPLICABLE LAW, RESIDENT AND RESIDENT'S REPRESENTATIVES, HEIRS, ASSIGNS, AND SUCCESSORS RELEASE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS THEREOF (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES AND AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ALL LOSSES INCURRED AS A RESULT OF: (A) LOSS OR THEFT OF RESIDENT OR RESIDENT'S GUESTS PERSONAL PROPERTY; (B) RESIDENT'S FAILURE TO FULFILL ANY CONDITION OF THIS LEASE CONTRACT; (C) ANY AND ALL LIABILITY FOR INJURY OR LOSS RELATING TO RESIDENT'S USE AND OCCUPANCY OF THE PREMISES OR COMMUNITY; (D) ANY DAMAGE OR INJURY HAPPENING IN OR ABOUT THE PREMISES OR COMMUNITY TO RESIDENT'S GUEST(S), LICENSEE(S), INVITEE(S), OR SUCH PERSON'S PROPERTY; AND (E) RESIDENT'S FAILURE TO COMPLY WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS. RESIDENT AND GUESTS ASSUME ANY AND ALL RISKS IN CONNECTION WITH USE OF THE UNIT, THE COMMUNITY, AND THE RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE SUPPLIED FOR RESIDENT'S USE, AND AT THE USER'S SOLE RISK. RESIDENT ALSO WAIVES HIS/HER RIGHT TO A JURY TRIAL.**
31. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Lease Contract if Resident demonstrates that Resident meets the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, Resident may terminate Lease Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident also may terminate the Lease Contract if:
- (1) Resident is (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) Resident receives 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 Contract 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 Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Term of the Lease Contract 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. **STATE LAW:** The law governing this Lease Contract is the law of the state in which the Community is located. The Lease Contract is performable and venue for any action shall be proper in the county in which the Community is located.



33. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this Lease Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Lease Contract may require. This Lease Contract represents the final and entire agreement between Owner and Resident and supersedes all other communications, negotiations, representations and agreements by Owner and Resident.
34. **ASSIGNMENT OF OWNER'S INTEREST:** In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Lease Contract for events occurring after such transfer. Resident shall recognize the transferee as "Owner" under this Lease Contract for the remainder of the Term, and thereafter, this Lease Contract shall continue as a direct contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; be bound by any previous prepayment of more than one month's Rent Installment; or be required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another owner, the new owner has the right to terminate all Lease Contracts within 30 days' notice at any time after the sale.
35. **ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Lease Contract. Any addendum referenced in this Lease Contract including, but not limited to, the Rules and Regulations, Guaranty of Resident Obligations ("Guaranty"), and all other addenda are hereby incorporated by reference as a part of this Lease Contract.
36. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty. If Owner requires a Guaranty, Owner has the right, but not the obligation, to cancel the Lease Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Lease Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Lease Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Lease Contract but does not submit an executed Guaranty as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Lease Contract. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE LEASE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE LEASE CONTRACT.**
37. **RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by the Rules and Regulations furnished to Resident, and acknowledges that the Rules and Regulations are part of the Lease Contract and are incorporated herein by reference. Resident further agrees to abide by all rules that are posted in the Community Amenities with respect to Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
38. **SPECIAL PROVISIONS:** If the Resident fails in any respect to fulfill the full obligations of this Lease Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals.
39. **ARBITRATION:** **THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. THE PARTIES AGREE AND UNDERSTAND THAT THEY CHOOSE ARBITRATION INSTEAD OF LITIGATION TO RESOLVE DISPUTES. THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT BUT THAT THEY PREFER TO RESOLVE THEIR DISPUTES THROUGH ARBITRATION, EXCEPT AS PROVIDED HEREIN. EXCEPT FOR ANY EXCLUDED CLAIM (AS DEFINED BELOW), ANY DISPUTE, CLAIM, DEMAND, ACTION, PROCEEDING OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER RELATING TO THIS LEASE CONTRACT, THE EXCLUSIVE BED SPACE, UNIT, PREMISES, OR THE COMMUNITY, WHETHER FOR DAMAGES OR**



**FOR INJUNCTIVE OR OTHER LEGAL, EQUITABLE OR OTHER RELIEF, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, REGULATORY, CONSTITUTIONAL OR OTHER LAW, BETWEEN RESIDENT AND OWNER SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. IF OWNER AND RESIDENT CANNOT AGREE ON THE SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE REQUEST FOR ARBITRATION, THE AAA SHALL SELECT AN ARBITRATOR. THE DETERMINATION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR SHALL ASSESS THE COST OF ARBITRATION AGAINST THE PARTY WHICH IS NOT THE SUBSTANTIALLY-PREVAILING PARTY IN SUCH ARBITRATION.**

**CLASS ACTION WAIVER: RESIDENT AGREES THAT HE/SHE SHALL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING FROM OR RELATING TO THIS LEASE CONTRACT. THE PARTIES AGREE AND UNDERSTAND THAT THE ARBITRATOR SHALL HAVE ALL POWERS PROVIDED BY THE LAW AND THIS LEASE CONTRACT. THESE POWERS SHALL INCLUDE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, MONEY DAMAGES, DECLARATORY RELIEF, AND INJUNCTIVE RELIEF.**

**EXCLUDED CLAIMS: AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY OWNER OR ITS AGENT FOR THE EVICTION OF RESIDENT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THIS LEASE CONTRACT. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY RESIDENT PURSUANT TO CHAPTER 92 OF THE TEXAS PROPERTY CODE. AN ACTION ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.**

**WAIVER OF JURY TRIAL: OWNER AND RESIDENT AGREE THAT ANY ACTION OF AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE PROPERTY IS LOCATED AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE COMMUNITY IS LOCATED, WITHOUT GIVING EFFECT TO THE PRINCIPALS OF CONFLICT OF LAWS THEREOF. EXCEPT FOR AN ACTION ON AN EXCLUDED CLAIM BROUGHT BY RESIDENT PURSUANT TO CHAPTER 92 OF THE TEXAS PROPERTY CODE, TO THE GREATEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION ON AN EXCLUDED CLAIM AS PROVIDED HEREIN. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF IN A COURT SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY TO COMPEL ARBITRATION OF CLAIMS OTHER THAN EXCLUDED CLAIMS, INCLUDING THE FILING OF A COUNTERCLAIM IN A SUIT BROUGHT BY RESIDENT PURSUANT TO THIS PROVISION.**

- 40. CONSENT TO SOLICITATION:** Resident hereby expressly authorizes Owner, and its successors, assigns, agents, attorneys, insurers, representatives, employees, officers, shareholders, partners, parents, subsidiaries, affiliated entities, and all agents and representatives of the previously listed persons/entities, including any collection agency or debt collector hired by any of the preceding persons or entities, and all corporations, persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident for any reason related to the services provided by any Authorized Entities or services to be provided in the future by any Authorized Entities, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident provides. In addition, Resident further expressly consents and authorizes any Authorized Entities to communicate with Resident at any phone number or email address or other unique electronic identifier or mode that Resident provides to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by Resident. Any Authorized Entity may communicate with Resident 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, electronic mail directed to Resident's 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 or mail otherwise directed to

Resident through any medium. Resident authorizes any and all of the communication methods described in this paragraph even if Resident will incur a fee or a cost to receive such communications. Resident further promises to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that Resident provided to any Authorized Entity changes or is no longer used by Resident.

\* If you wish to opt-out of the Consent to Solicitation provided in this Lease Contract, please see the Leasing Office to complete an Opt-Out Form. Your failure to complete an Opt-Out Form means you consent to being contacted by your initialing and signing this Lease Contract. An Opt-Out Form must be completed by you, as no other form of request (phone, email, or otherwise) will be valid.

41. **SEVERABILITY:** In the event any provision of this Lease Contract is determined to be invalid or unenforceable, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all other provisions of this Lease Contract and all other applications by any such provision(s) shall not be affected.

Resident acknowledges that Resident has read this Lease Contract, the Rules and Regulations, and all addenda. **RESIDENT ALSO ACKNOWLEDGES, UNDERSTANDS AND AGREES TO THE ARBITRATION, CLASS ACTION AND JURY WAIVER PROVISIONS IN THIS LEASE CONTRACT.** Resident affirms that Resident will, in all respects, comply with the terms and provisions of this Lease Contract. **RESIDENT ACKNOWLEDGES THAT THIS LEASE CONTRACT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Lease Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

**OWNER:**

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

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

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

**RESIDENT:**

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

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

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

Type of Identification *(if signed in your presence)*: \_\_\_\_\_

Identification Number *(if signed in your presence)*: \_\_\_\_\_