



## HOUSING CONTRACT

All residents are required to sign a Housing Contract to live at a community managed by Everest Campus California, LLC. You are encouraged to review the Housing Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. **YOU ARE URGED TO READ THIS 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 Housing Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the Term of the Housing Contract.

The terms used in this Housing Contract are defined:

- **Housing Contract:** This "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 Contract was executed by Resident.
- **Owner:** "Owner" shall be the Owner, CV Symphony SJSU, LLC; Owner's Agent, Everest Campus California, LLC; and the Community, 27 North.
- **Resident:** "Resident", whether one or more shall be:
- **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 in a unit ("Apartment" or "Unit").
- **Premises:** "Premises" shall be in a \_\_\_\_\_ (Unit Type) at 27 North (the "Community") located at 27 N. 6<sup>th</sup> Street, San Jose, California 95112 (Unit/bed number and Community Address). In the event the Unit is 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.
- **Term:** The Term of this Contract shall begin at 12:00 noon on 08/18/2016 (the "Commencement Date") and end at 9:00 AM on 07/31/2017 (the "Expiration Date").
- **Rent:** "Rent" shall be paid in 12 equal installments of \$ \_\_\_\_\_ (plus any incidental additional charges including, but not limited to, Additional Rent, as set forth in this Contract and all applicable fees and sales taxes, collectively, "Rent") for the Term of this Contract. The breakdown of a Rent Installment is set forth below:

Base Fee:	\$ _____
Other Fees Total:	\$ _____
Peak Protection (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 coverage. Please see the Leasing Office to sign an Opt-Out Agreement to remove this charge.

All installments of Rent and fees made payable to	27 North 27 N. 6 <sup>th</sup> Street San Jose, California 95112
APPLICATION FEE <ul style="list-style-type: none"> <li>Renewals are not required to pay fees twice</li> <li>Pursuant to California law you have tenant screening fee rights, including the right to a copy of your consumer credit report if one is obtained with your screening fee, a refund of any unused portion of the fee and a receipt of the costs of the screening. For more information about your rights, please visit the following link provided by the City of San Jose: <a href="http://www.leginfo.ca.gov/cgi-bin/displaycode?section=civ&amp;group+01001-02000&amp;file+1940-1945.1">http://www.leginfo.ca.gov/cgi-bin/displaycode?section=civ&amp;group+01001-02000&amp;file+1940-1945.1</a></li> </ul>	\$44.51
DEPOSIT	\$500
TELECOM FEE – DUE AT MOVE IN FOR NEW LEASES DUE ON AUGUST 1 <sup>ST</sup> FOR RENEWAL LEASES	\$55
LATE RENT CHARGE <ul style="list-style-type: none"> <li>“Late Rent Charge” will be charged on the sixth (6<sup>th</sup>) day of the month if Rent is not paid by the fifth (5<sup>th</sup>) day of the month. Rent is delinquent until Rent is paid in full.</li> </ul>	\$50
RETURNED CHECK CHARGE FOR THE FIRST DISHONORED CHECK	\$25
RETURNED CHECK CHARGE FOR ALL SUBSEQUENT DISHONORED CHECKS	\$35
REASSIGNMENT FEE	\$350
TRANSFER FEE	\$150
Water/Sewer; Cable TV; Internet	Included in Rent
Electricity	NOT Included in Rent Resident Responsible

1. **RENT:** In consideration of Resident’s compliance with the terms of this 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 August 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. Resident is entitled to a grace period until the 5<sup>th</sup> day of the month by 5:00 p.m., and the late charge will be charged on the 6<sup>th</sup> day of the month with all Rent due without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property’s management office, located at 27 N. 6<sup>th</sup> Street, San Jose, California 95112, telephone # \_\_\_\_\_, or such other place as Owner shall designate by written notice to Resident or by posting in the elevator as provided in California Civil Code Section 1962. The Late Rent Charge does not establish a grace period; Owner may make written demand for payment if Rent is not paid on its Due Date. Owner and Resident agree that the charge is presumed to be the amount of damage sustained because of Resident’s late payment of Rent, and that it is impracticable or extremely difficult to fix the actual damage. The normal hours available to make payments in person are from 10 am to 6 pm, Monday through Friday, and 10 am to 5 pm on Saturday, or at such other place or in such manner as Owner may from time to time designate. If applicable, a twenty-four hour, seven days a week Rent payment drop box is available at the same location listed above. 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 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 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 as allowed by applicable law. 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.

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. If the bank returns Resident's Rent checks more than once, Resident will pay the applicable Returned Check Charges and Owner may serve 30 days' written notice that the next three (3) installments of Rent be paid by certified 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 a late charge 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.

2. **DEPOSIT:** Resident shall deposit with Owner \$ \_\_\_\_\_ as a security deposit ("Deposit") to secure Resident's faithful performance of all of Resident's obligations under this Contract, including the payment of Rent, and cleaning and repair of the Premises upon surrender. No portion of the Deposit shall be deemed Rent for any rental month, unless so specified or Owner so elects, nor shall it constitute a measure of Owner's damages in the event of default. Any deductions from the Deposit made by Owner, other than for Rent or cleaning the Premises, shall be deemed to be for repair or damages caused by Resident or Resident's guests or invitees, which shall include damage to the Common Areas. If the Deposit is not sufficient for such purposes, Owner may proceed with collection of the deficiency from Resident. Within three (3) weeks after Resident vacates the Premises, the Deposit shall be returned to Resident by postage prepaid certified mail, return receipt requested, less deductions allowed by law. The Security Deposit may be used to compensate Owner for Resident's default in the payment of Rent, to repair damages to the Premises, exclusive of ordinary wear and tear, caused by Resident or his/her guest or licensee, clean the Premises upon termination of the tenancy, and to remedy future defaults by Resident in any obligation under the Contract to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear. Within this three (3) week period, Owner shall mail to Resident, by postage prepaid certified mail, return receipt requested, an itemized statement showing the total amount of the Deposit and the deductions therefrom, if any. The deposits will be held in an interest-bearing account at the following bank: Private Bank of Buckhead, 3565 Piedmont Rd. NE #210, Atlanta, GA 30305.

3. **UTILITIES AND SERVICES:**

- a. Owner agrees to furnish water, sewer, trash, cable TV, and Internet access (unless indicated otherwise on page 2 above) for the Unit, but Resident and the other residents of the Unit 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 the 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.
- b. Electricity will be billed to the Unit by Pacific Gas & Electric ("PG&E") based on the meter readings for the Unit. It is Resident's responsibility to arrange for service with PG&E, and allocate charges among other Unit residents.
- c. Resident will receive monthly billing statements. Residents will generally receive bills approximately 60 days after the last day in the billing cycle (i.e. utilities consumed in January will be billed on approximately March 1st). Billing statements are payable within 10 days of the statement date. The due date for Rent and the due date for utility charges may not coincide. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the Contract and grounds for termination of the tenancy. All monetary amounts due under this Utility Addendum are deemed Additional Rent. Utility billings will be prorated as necessary. Any obligation that

remains unpaid, including utility charges that have accrued but have not been invoiced when Owner reacquires possession of Resident's Exclusive Bed Space, may be deducted from the Resident's security deposit. If actual amounts have not been determined before Owner provides Resident with an accounting of Resident's security deposit, Owner may estimate the amount based on prior consumption until actual numbers become available. Utility billing statements will include a monthly service charge of \$3.50. The service charge represents the reasonable value of services provided by Owner or the utility billing company to allocate the utility costs to the responsible parties, provide billing, and process payments. The monthly service charge is subject to change upon sixty days' written notice of increase sent by first class mail to Resident. It is agreed that the late charge is a fair and reasonable estimate of actual expenses incurred by Owner as a result of late payment. The actual expenses are not susceptible to ready calculation but include the costs of late payment accounting, the cost of accounting amounts advanced to the utility, the costs of communicating with the Resident with regard to the delinquent account, and the lost investment value of funds advanced for Resident's utility obligations. Payment of a late fee will not excuse Resident's obligation to pay the underlying utility charge. Application of a late fee will not bar Owner from any other remedies allowed under the Contract or applicable law.

- d. 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 Contract, then Resident will reimburse Owner for such amount, which 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 Contract even if Resident moves out prior to the termination date. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Resident's herein shall result in a default under the Contract.

**Accounts:** Resident will be charged for the full period of time from the commencement date of the Housing 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 Conservice Utility Management and Billing, a third party billing provider.

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 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. 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 the 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 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 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 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 has examined the Premises, including, but not limited to, the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "AS IS," and acknowledges that the same are in good, clean and

sanitary working order, condition and repair, unless noted to the contrary on Owner's copy of the Contract. The Move In/Move Out Condition form attached hereto shall be deemed incorporated herein by reference. Upon termination of the tenancy, Resident shall return the Premises to Owner in as good working order, condition and repair as when received, ordinary wear and tear excepted, and free of all Resident's personal property, trash and debris. Burns, stains, holes or tears of any size or kind in the carpeting, draperies, or walls, among other types of damage, do not constitute ordinary or reasonable wear and tear. Any costs incurred by Owner to restore the Premises to rentable condition (including any unpaid Rent and damages) shall be withheld and any refund of Resident's Deposit shall be made in the amount and manner established by California Civil Code Section 1950.5.

Resident acknowledges that no representations as to the condition or repair of the Premises, nor as to Owner's intentions with respect to any improvement, alteration, decoration or repair of the Premises, have been made to Resident, except as otherwise noted on Owner's copy of this Contract. Throughout the Term of this Contract, Resident shall:

- a. Keep the Premises in clean and sanitary condition;
- b. Dispose of all Resident's rubbish, garbage and waste in a clean and sanitary manner;
- c. Properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition;
- d. Not permit any person in or about the Premises with Resident's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor personally do any such thing;
- e. Occupy and use the Premises in the manner in which they were designed and intended to be occupied and used, as designated in the Contract.

Resident shall be liable for the expenses of any repair caused by Resident's failure to comply with these conditions. At Owner's election, Owner may deduct such expenses from Resident's Deposit and may thereafter demand that Resident pay an amount equal to the amount deducted from said Deposit so as to restore the Deposit to the amount required by this Contract. Notwithstanding the above, it is Owner's obligation to maintain the Premises in a habitable condition; but Owner is not responsible for defective conditions caused by Resident's own malfeasance or nonfeasance or that of any other person with Resident's permission. 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. **LIABILITY OF RESIDENTS:** Each resident of a Unit is jointly and severally liable with the other residents of the Unit for all damages to the Unit exceeding normal wear and tear; however, in the event of default by another resident of the Unit, your liability is several, that is, you are liable for 100% of the total Contract obligations relating to the payment of Rent, utilities and other payment obligations under this Contract. Residents are responsible for any damage or violations caused by their guests.
9. **EARLY TERMINATION OF CONTRACT:** Resident acknowledges there is no right to early termination of the Contract and Resident will not be released from this 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, residents may have the right under California law to terminate the Contract in certain situations involving family violence, human trafficking, sexual assault, elder or dependent adult abuse or stalking, by providing the required proof per state law and Everest Campus California's 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.
10. **ASSIGNMENTS/SUBLEASES:** Resident shall not assign or transfer Resident's interest in the Contract, or any part hereof, or any interest in the Premises without prior written consent of Owner, which shall not unreasonably be withheld. Consent shall be withheld until all fees are paid (\$350.00 fee) and replacement is fully qualified. **Subletting is not permitted.**

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). Compliance by Owner with any oral request does not waive the strict requirement for written notices under this Contract, and Owners' written notes regarding Resident's oral requests do not constitute a written request from Resident. 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, carbon monoxide detectors, 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.

13. **OWNER'S RIGHT OF INSPECTION AND ENTRY:** Owner will have the right to enter the Premises, Bedroom, Unit, or other units at the Community as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the Unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; or to make an inspection pursuant to subdivision (f) of Civil Code Section 1950.5, when the Resident has abandoned or surrendered the Premises, and pursuant to court order. Owner will serve Resident with written notice before entry unless:
- Entry is due to an emergency, surrender or abandonment of the Unit;
  - Resident and Owner agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement;
  - Resident is present and consents to entry at the time of entry; or
  - To exhibit the Unit to prospective or actual purchasers of the Community, provided that Owner has notified Resident in writing within 210 days of the oral notice that the Community is for sale and that Resident may be contacted to allow for an inspection.
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. However, Owner will comply with any requirements of applicable law with respect to providing door locks and window locking or security devices to units in the Community.

While the Community has been designed with safety features, 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, or other events. **Each Resident and his/her guest(s) or invitee(s) is responsible for protecting his or her own person and**

**property.** Residents are encouraged to be vigilant and must not allow others to follow them or their vehicles through any controlled access point, and should not leave valuables unattended in public or common areas. Residents are asked to promptly report all suspicious activity. Residents are encouraged to contact the Campus Security or the Berkeley Police Department in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures 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, carbon monoxide detectors or smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including, but not limited to, smoke detectors. Resident agrees Resident will not disable, disconnect, alter or remove any smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Any charges resulting from any false 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 or propping the gates open; not giving Resident's card or remote to anyone else; not tampering with the vehicular or pedestrian gates). Owner has no duty to maintain the gates or fencing.

A resident's request or notice regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's key fob or access control card 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 applicable law.

15. **RELOCATION:** For purposes of operating efficiency, Owner reserves the right to relocate Resident to another unit or exclusive bed space at the Community. In the event of a maintenance issue or emergency issue, as determined by Owner, Owner may relocate Resident to another unit in 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.
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, licensee, or invitee, 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 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 guests, licensees, or invitees 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. **LIABILITY INSURANCE REQUIREMENT:** Owner requires that resident maintain liability insurance in the amount of one hundred thousand dollars (\$100,000.00) or more, covering both property damage and bodily injury resulting from

resident's negligence. Such policy shall be written as primary, and shall not be contributory with or in excess of any coverage carried by Owner. Resident shall provide a certificate of insurance naming Owner (DanaMont Square, LLC) as certificate holder, and shall request that Owner be named as an Additional Insured and that owner be given notice in the event of cancellation. In the event that Resident does not have their own liability insurance policy, Owner has arranged for Arthur J. Gallagher to provide liability insurance for residents of University Station that will meet this liability insurance requirement. Please visit [www.affordablerentersinsurance.com/quote.aspx?csiref=norwood](http://www.affordablerentersinsurance.com/quote.aspx?csiref=norwood) to purchase a policy from Arthur J. Gallagher & Co.

19. **PEAK PROTECTION:** As an added service to Resident(s), Owner will automatically include a \$10 per month per resident charge in this Contract for damage or replacement coverage for personal property through a program administered by 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 Peak Protection 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 program may not cover all items desired by Resident, so Resident should review the policy and procure additional coverage as Resident deems necessary.
20. **OWNER'S PERMISSION OR CONSENT:** This 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 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.
21. **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 Contract or otherwise. Owner has designated Everest Campus California, 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 Contract or otherwise, must be in writing and must be delivered by certified mail, return receipt requested, to: Everest Campus California, LLC, 2970 Clairmont Road, Suite 310, Atlanta, GA 30329; c/o Vice President of Property Management. The telephone number for the Corporate Office is 404-920-5300. 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. Any condition of the tenancy shall be deemed changed upon expiration of thirty (30) days following the service by Owner on Resident of a written notice setting forth the change in such condition.
22. **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 Housing Application is untrue or misleading; (5) Resident or Resident's guest(s) violates this 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 (**Owner does not accept medical marijuana prescriptions**); (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.

For any breach of a covenant or condition of this Contract, Owner may, at its option, serve a three (3) day notice:

1. Specifying the nature of the breach ; and
2. Demanding that Resident cure the breach if the breach can be cured.

The notice may further declare that, if Resident fails to cure a curable breach within the three (3) day period, or if the breach is not curable, the tenancy is terminated and Resident forfeits all rights under this Contract.

The Premises shall be deemed abandoned by Resident if, after a failure by Resident to pay an Installment of Rent pursuant to this Contract, or any portion thereof for any rental month, and after the date of service of a written notice on Resident pursuant to California Civil Code §1951.3, demanding that Resident either pay the amount of Rent then due or quit the Premises, (i) Resident has been absent from the Premises for a period of 14 consecutive days, and (ii) Resident has neither contacted Owner in person nor cured said Rent default. In the event of any default by Resident or the failure by Resident to observe or perform any of the express or implied covenants or provisions of this Contract to be observed or performed by Resident, Owner may, at any time thereafter, with or without further notice or demand and without limiting Owner in the exercise of any right or remedy which Owner may have by reason of such default:

- (i) Terminate Resident's right to possession of the Premises by any lawful means, in which case this Contract and the Term hereof shall terminate and Resident shall immediately surrender possession of the Premises to Owner in the condition required by this Contract. In such event Owner shall be entitled to recover from Resident all damages incurred by Owner by reason of Resident's default including, but not limited to:
  - a. The worth at the time of award of the unpaid Rent which had been earned at the time of termination. "Worth at the time of award" shall be computed by allowing interest at ten percent (10%) per annum from the first day the breach occurred;
  - b. The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Resident proves could have been reasonably avoided. "Worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum from the first day the breach occurred;
  - c. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Resident proves could be reasonably avoided. "Worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%);
  - d. Any other amount necessary to compensate Owner for all the detriment proximately caused by Resident's failure to perform its obligations under this Contract or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, attorneys' fees, costs of alterations and repairs, recording fees, filing fees and any other expense customarily resulting from obtaining possession of and re-leasing the Premises. Efforts by Owner to mitigate damages caused by Resident's default shall not waive Owner's right to recover damages under this Contract.
- (ii) Maintain Resident's right to possession in effect under California Civil Code Section 1951.4 in which case this Contract shall continue in effect whether or not Resident shall have vacated or abandoned the Premises. In such event Owner shall be entitled to enforce all of Owner's rights and remedies under this Contract, including the right to recover Rent as it becomes due hereunder. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect Owner's interest under this Contract, shall not constitute a termination of Resident's right to possession.
- (iii) Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of California.
- (iv) 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.

23. **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 Contract by Resident's guest 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 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, collectively, shall not have more than ten (10) persons in the Premises and Unit at any one time.
24. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding Housing Contract with Owner for the next succeeding term (a "New Housing Contract"), the terms of this Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rent Installments hereunder) until the beginning of the term provided in the New Housing Contract (the "New Term"). Nevertheless, 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 New Term. If Resident does not execute a New Housing 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 Housing Contract. Should Resident default on the current Housing Contract, Resident will still be responsible for the current Housing Contract and the New Housing Contract.
25. **MOVE-OUT PROCEDURES:** Upon termination of this 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.
26. **PROPERTY LEFT IN PREMISES:** Owner, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law. Resident agrees abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy; (ii) the failure to pay Rent or other charges; (iii) discontinuance of any utility service; and (iv) failure to respond to any notices, phone calls, or correspondence from Owner.

After Resident vacates the Premises, either by (a) expiration of this tenancy term, (b) termination of the tenancy pursuant to notice as stated in the Contract, or (c) abandonment or surrender, Owner may re-enter and retake possession of the Premises. Owner shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. Any personal property remaining in the Premises shall be returned to Resident, placed in storage or disposed of as provided in Civil Code Sections 1965 et seq., 1980 et seq., or Code of Civil Procedure Section 1174. Prior to such sale, Owner shall give Resident a "Notice of Right to Reclaim Abandoned Property" in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. Resident shall be liable for all costs, fees and damages incurred by Owner, and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner, or otherwise constitute a release of Resident from the terms of this Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

27. **HOLDING OVER:** In the event that a new Housing Contract is not executed, and Resident has not vacated the Premises on or before the Expiration Date of the Term of this Contract, and Owner accepts Rent from Resident, the tenancy shall

continue; however, the occupancy shall become a month-to-month tenancy. If Resident willfully and maliciously remains in possession of the Premises after the Expiration Date or termination of the tenancy, Owner may recover up to six hundred dollars (\$600) in statutory damages, in addition to actual damages, including rent found due. Owner shall also have the right, but shall not be obligated, 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 Resident's rights under this Contract. Therefore, if a lender takes over ownership of the Community, the lender may terminate or continue this Contract. If lender continues the Contract, Resident will accept and recognize any such lender as the "Owner" under this Contract, and in such case, every reference to "Owner" in this Contract shall apply with equal force to the lender.
30. **LIABILITY/INDEMNIFICATION:** Owner will not be liable to Resident or Resident's guests 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'S OR RESIDENT'S GUESTS' PERSONAL PROPERTY; (B) RESIDENT'S FAILURE TO FULFILL ANY CONDITION OF THIS 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 GUESTS, LICENSEES, INVITEES, 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.
31. **ATTORNEYS' FEES:** In the event any action or proceeding is brought by any party to enforce any terms of this Contract, to declare rights under this Contract, or to recover possession of the Premises, or in any litigation concerning or arising under this Contract, the prevailing party shall recover from the other party his or her costs and attorneys' fees incurred in connection with such action.
32. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Contract if Resident demonstrates that Resident meets the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, Resident may terminate Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident also may terminate the 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 (i) receives orders for permanent change-of-station, or (ii) 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 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 Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Contract 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.

33. **STATE LAW:** The law governing this Contract is the law of the state in which the Community is located. The Contract is performable and venue for any action shall be proper in the county in which the Community is located.
34. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this 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 Contract may require. In the event any provision of this 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 Contract and all other applications by any such provision(s) shall not be affected. This Contract represents the final and entire agreement between Owner and Resident and supersedes all other communications, negotiations, representations and agreements by Owner and Resident.
35. **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 Contract for events occurring after such transfer. Resident shall recognize the transferee as Owner under this Contract for the remainder of the Term, and thereafter, this 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 Rental 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 Housing Contracts within 30 days' notice at any time after the sale of the Community.
36. **PROXIMITY OF REGISTERED SEX OFFENDERS:** Disclosure Pursuant to Civil Code 12079.10a. Registered Sex Offenders Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.
37. **PROPOSITION 65 WARNING:** This disclosure is made pursuant to California Health and Safety Code Section 25249.6. More information on specific exposure has been provided to Resident and is available at [www.prop65apt.org](http://www.prop65apt.org). Environmental Disclosure Notice: The State of California requires that Owner warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from the building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including, but not limited to, the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to, carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils. Because of the possible danger posed if asbestos fibers are released into the Premises, Resident may not take or permit any action which in any way damages or disturbs the ceiling in the Premises, including but without limitation: piercing the surface of the ceiling by drilling or any other method; hanging plants, mobiles, or other objects from the ceiling; attaching any fixtures to the ceiling; allowing any objects to come in contact with the ceiling; painting, cleaning, or undertaking any repairs of any portion of the ceiling; replacing light fixtures; engaging in any activity which results in building vibration which may cause damage to the ceiling.
38. **WATERBEDS: No Waterbeds.**
39. **NOTICE OF NEGATIVE CREDIT REPORT:** Pursuant to California Civil Code §1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.
40. **POLITICAL SIGNS:** You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits set by local ordinance. If no local ordinance exists, political signs may

be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

41. **PESTICIDES:** CAUTION – PESTICIDES ARE TOXIC CHEMICALS. The California Department of Pesticide Regulation and the United States Environmental Protection Agency allow the unlicensed use of certain pesticides based on existing scientific evidence that there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized. If within 24 hours following application of a pesticide, a person experiences symptoms similar to common seasonal illnesses comparable to influenza, the person should contact a physician, appropriate licensed health care provider, or the California Poison Control System (1-800-222-1222). For further information, contact any of the following: for Health Questions – the County Health Department (408-918-3400) and for Regulatory Information – the Department of Pesticide Regulation (916-324-4100).
42. **ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Contract. Any addendum referenced in this Contract including, but not limited to, the Rules and Regulations, Guaranty of Resident Obligations, and all other addenda are hereby incorporated by reference as a part of this Contract.
43. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty of Resident Obligations. If Owner requires a Guaranty, Owner has the right, but not the obligation, to cancel the 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 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 Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Contract but does not submit an executed Guaranty of Resident Obligations 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 Contract. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE 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 CONTRACT.**
44. **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 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.
45. **SMOKING PROHIBITED:** In order to promote the health of our residents and their guests, this Community has been designated a Smoke-Free Environment. Smoking (including medical marijuana, electronic cigarettes or e-cigarettes) is not allowed within any part of the Community, whether interior or exterior, including the Buildings, Units, Exclusive Bed Space, atriums, balconies, stairwells, and other similar building features. Smoking is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, cigarette, tobacco product, marijuana, weed, plant, or other combustible substance whose smoke or vapor is intended to be inhaled, in any type of smoking equipment, including, but not restricted to, cigarettes, cigars, hookahs, pipes, electronic cigarettes or e-cigarettes. Violation of this paragraph is a material breach of this Contract. All residents of the Community are third-party beneficiaries of the provisions of this paragraph and may sue another resident to enforce these provisions. However, no resident shall have the right to evict another resident for such breach. This paragraph does not create liability on the part of Owner to any person for a resident's breach of this provision.
46. **SPECIAL PROVISIONS:** If the Resident fails in any respect to fulfill the full obligations of this Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals.



Resident acknowledges that Resident has read this Contract, the Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respects, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the 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*): \_\_\_\_\_

**RESIDENT:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Type of Identification (*if signed in your presence*): \_\_\_\_\_  
Identification Number (*if signed in your presence*): \_\_\_\_\_

**RESIDENT:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Type of Identification (*if signed in your presence*): \_\_\_\_\_  
Identification Number (*if signed in your presence*): \_\_\_\_\_

**RESIDENT:**

Name Printed: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Type of Identification (*if signed in your presence*): \_\_\_\_\_  
Identification Number (*if signed in your presence*): \_\_\_\_\_