

CHISHOLM HALL LEASE CONTRACT

THIS IS A CONTINUATION FROM THE ONLINE LEASE.

5. DESCRIPTION AND RELOCATION

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

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

Upon five (5) days' prior written notice to you, we have the right to relocate you from one bedspace in the Apartment to another, or to another bedspace in another Apartment in any building at the Property (herein called the "New Premises") on an anticipated date of relocation (the "Relocation Date") specified therein. The New Premises may or may not be the same room type and may or may not have a similar view or floor location. You may or may not have the same roommate(s). We will provide you with prior written notice of the amount of your new Rental Installments for the remainder of the Lease Term following the Relocation Date. Rental Installments will not increase for the remainder of this Lease Term. You may not withhold the payment of any amount under this Lease due to the relocation of your Premises.

On or prior to the Relocation Date, you are responsible for packing your personal belongings in boxes (other than items that by their nature cannot be packed in boxes, e.g. your bed). If your personal belongings are not packed in boxes on the Relocation Date, your personal belongings may be packed and moved **at your sole cost and expense**. We are not responsible for any damage or theft to your personal property. You must remove all decorations and items on the walls of your Premises on or before the Relocation Date and you shall be responsible for unpacking/assembling your personal belongings and decorating your New Premises. We will pay for the reasonable costs necessary to connect your utilities and internet at the New Premises. After the Relocation Date, all references in this Lease shall refer to the New Premises.

If you request to be relocated, then you shall pay to us a Transfer Fee in the amount set forth in the Community Lease Addendum. In no event shall we be obligated to relocate you at your request.

6. OCCUPANTS

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

7. LEASE TERM

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

8. HOLDOVER

If you still occupy the Premises past the Ending Date or earlier termination of the Lease or possession of the Premises by us pursuant to the provisions of this Lease, or the date contained in your move-out notice, then you owe us Rent plus an additional amount as defined in the Community Lease Addendum for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover. The other terms and provisions of the Lease shall continue to apply during the holdover.

9. MOVE-IN

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

10. MOVE-OUT

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

the remaining Security Deposit, if any, toward the Improper Notice Fee.

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

11. SECURITY DEPOSIT

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

12. RENTAL INSTALLMENTS AND ADDITIONAL CHARGES

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

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

13. UTILITIES

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

To the extent allowed by law, you hereby agree that we may select the electricity service provider for the Property including the Premises. If the Property is in an area open to competition and the Apartment is separately metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as our provider, unless you provide us with written notice of your intent to choose a different provider. You shall

give us advance written notice of any change in providers and shall be responsible for paying all provider fees related to any change, including fees to change back to our provider when you move out of the Premises. Before moving out you shall notify your provider so electric service can be transferred back into Landlord's name and the meter can be timely read. You agree to execute such documents as may be necessary to authorize us to select the electricity service provider for the Property including the Premises, upon request, but not later than 10 days after such request is made.

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

14. FURNITURE

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

15. CONDUCT OF RESIDENT AND GUESTS

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

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

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

16. PARKING RULES AND REGULATIONS

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

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

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

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

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

17. MAINTENANCE, ALTERATION AND REPAIRS

- a. You assume responsibility for the condition of the Premises during the term hereof. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform, or allow any other person to perform, any repairs, maintenance, installation of any equipment, furniture or any device, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. ANY PERSON INTENDING TO PERFORM ANY REPAIRS, MAINTENANCE, INSTALLATION OF ANY EQUIPMENT, FURNITURE OR DEVICE, OR ANY ALTERATION (OTHER THAN FOR SMALL NAIL HOLES IN SHEET ROCK FOR HANGING PICTURES) MUST SIGN IN AT THE MANAGEMENT OFFICE, OBTAIN OUR PRIOR WRITTEN CONSENT AND MUST SIGN A WAIVER AND RELEASE IN THE FORM PROVIDED BY US. You shall not change or add any lock to the Apartment without prior written consent from us. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease. Unless the condition is caused by normal wear and tear, we have no duty to repair or remedy a condition caused by you, a lawful occupant in the Premises, a member of your family, your guests or invitees; however, we may elect to do so. To the fullest extent permitted by law, we may require you to prepay, or if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you or your guest's violation of this Lease or the negligent or careless use of the Premises or any part of the Property (except to

the extent caused by our negligence) including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice.

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

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

18. RESIDENT'S PROPERTY AND RENTER'S INSURANCE

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

19. LIABILITY

To the fullest extent permitted by law, neither we, the Manager, nor our respective employees, officers, directors, agents, representatives and affiliates, together with their successors and assigns (collectively the "Released Parties"), will be liable to you or any of your guests, invitees, licensees or agents, and you, for yourself and for your guests, invitees, licensees and agents hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, damage, or loss to person or property (including any damage or loss to any personal property left in the Premises after the Lease has terminated or expired) caused by or associated with theft, burglary, assault or criminal conduct of other persons, vandalism, fire, smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the Premises or Property, explosion, surges or interruption of utilities, crimes, your personal conflict with your roommates, for any damage or inconvenience which may arise through repair or alteration of the Premises or any other cause whatsoever, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT**, and you hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. We urge you to obtain your own insurance for losses due to such causes. **YOU ASSUME FOR YOURSELF AND ALL YOUR GUESTS, INVITEES, LICENSEES AND AGENTS ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.** To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Released Parties from and against (i) all fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition in this Lease and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of injury, illness or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of you or any of your agents, guests, licensees or invitees or of any other person entering upon the Premises under or with the express or implied invitation or permission of you or when any such injury or damage is the result, proximately or remotely, of the violation by you or any of you, or any of your agents, guests, licensees or invitees of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this Lease, or when any such injury or damage may in any other way arise from or out of the occupancy or use by you, your agents, guests, licensees or invitees of the Property **EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**, it being intended that the foregoing indemnity extend to and cover the negligence of such parties.

You specifically agree to look solely to Owner's interest in the Property and the rent and other income derived therefrom for the recovery of any judgment against Owner, it being agreed that Owner (and its affiliates, members, employees, partners and shareholders) shall never be personally liable for any such judgment and you shall not seek or obtain any such judgment. You agree that Manager (and its and its affiliates, members, employees, partners and shareholders), shall never be personally liable for any such judgment and that you shall not seek or obtain any such judgment. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that you might otherwise have to obtain injunctive relief against Owner or Owner's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Owner. No consequential or punitive damages are recoverable against Owner or Manager.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

20. CASUALTY LOSS

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

21. PETS

If pets are allowed, a separate pet addendum and pet deposit will be required. If pets are not allowed, except as required by law, no pets are allowed (even temporarily) anywhere in the Apartment or the Property without our prior written approval. If accommodation for an assistance animal is requested, a separate service animal addendum and additional documentation will be required. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this lease. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned. Violations of the pet policy will incur a minimum assessment of \$100.00.

22. RIGHT OF ENTRY

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

23. LEASE TERMINATION

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

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

You may also have special statutory rights to terminate this Lease early in certain situations involving family violence or military deployment or transfer. Tenants may also have special statutory rights to terminate the Lease Contract early in certain situations involving sexual assault or sexual abuse or stalking.

24. TRANSFER OF LEASE

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

25. DEFAULT

You are in violation of this Lease if:

- a. You fail to pay any Rental Installment or any other amount owed under this Lease as directed by this Lease:

- b. You or your guest violates this Lease, the Community Lease Addendum, or any other addendum attached to this Lease, the Community Policies, any apartment rules, or fire, health, safety or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (as provided in Section 27 hereof);
- d. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- e. You are arrested, charged, convicted, or given deferred adjudication or pretrial diversion for a felony or misdemeanor offense, or a sex-related crime, or offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined under applicable law;
- f. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession), as determined in Landlord's sole discretion;
- g. You keep in your bedspace, the Apartment or any location at the Property, any (1) hand-gun, firearm, air gun, implement of martial arts, or weapon of any type, (2) any explosive, flammable, or any extra hazardous substance or device, or (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes.
- h. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Lease, the Community Lease Addendum or the Community Policies.
- i. Any of the utilities which are payable by your and/or the other residents of the Apartment are disconnected or shut-off because of non-payment.

26. REMEDIES

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

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

All unpaid amounts will bear interest at 18% (or the maximum amount allowed by law) per year from the date originally due through the date of payment. The provisions of the Sections shall survive expiration or earlier termination of this Lease.

27. RESIDENT'S PROPERTY LEFT IN PREMISES

We shall have the right to determine when the Premises is abandoned in our sole discretion but in accordance with applicable law. You agree abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) discontinuance of any utility service, (iii) continued failure to respond to any notices, phone calls, or correspondence from us, and (iv) you appear to have moved out before the end of the Term of this Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedspace for five (5) consecutive days. In the event the Premises is abandoned, we shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possessions shall be considered our property and title shall vest in Landlord. You may redeem your personal property in accordance with and if applicable law permits. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by you and may be disposed of by us in accordance with applicable law.

Unless you provide us with written notice of the name, address and telephone number of a person to contact in the event of your death, we or your Guarantor may, enter the Premises to remove, store and/or dispose of your property without any liability therefore. Your Security Deposit, less any deductions, may be refunded to your Guarantor.

The provisions of this Section shall survive expiration or earlier termination of this Lease.

28. CUMULATIVE REMEDIES

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

29. COSTS AND FEES

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

30. SUBORDINATION AND RIGHT TO ENCUMBER

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

31. SALE OF THE PROPERTY

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

32. GOVERNING LAW

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

33. RESIDENT INFORMATION

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

34. PHOTOGRAPHS

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

35. MULTIPLE RESIDENTS

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

36. GENERAL

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

37. SAFETY

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

38. GUARANTY

If a Lease Guaranty Agreement ("Guaranty") is submitted with this Lease, the person who signs must attach a copy of their driver's license or other governmental photo identification. We reserve all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to us of the performance of the covenants of this Lease and not substitution of your responsibilities and obligations hereunder. In the event you submit an executed Lease but do not submit an executed Guaranty as and when required by us, we shall have the right to require you to honor your obligations under and comply with all obligations of this Lease.

39. SPECIAL PROVISIONS

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

40. PRIVACY POLICY

An individual's right to keep personal information private is highly important. Manager is committed to protecting and maintaining the privacy, accuracy and security of your personal information. This Privacy Policy sets forth the privacy practices of the Manager with respect to protecting the confidential nature of personal information, including you and your guarantor's social security number and/or driver's license number which may have been submitted with this Lease. We will only collect information which is relevant to your leasing of a bedspace at the Premises. The disclosure of your or your guarantor's social security number and/or driver's license number may be required so that we may (i) verify your eligibility to rent a bedspace or apartment, (ii) verify the eligibility of your guarantor, and, (iii) if applicable, to secure credit and criminal background reports. In addition, if you default on your Lease, we may use this information to report your default to credit agencies. If we do not obtain this personal information, we may be unable to provide you with accommodation at the Premises. All personnel of Manager, including part-time administrative help, may have access to your personal information. Your information may be stored in hardcopy or electronically in our systems. We maintain physical security over our paper and electronic data storage and premises and computer and network security which meet current industry standards to ensure that your personal information is kept secure and confidential. Hardcopy information is either under supervision or secured in a locked filing cabinet or in a locked area. Electronic hardware is either under supervision or secured in a locked area. In addition, passwords are used on computers. Our staff is trained to collect, use, and disclose personal information only as necessary to fulfill their duties and in accordance with this privacy policy. We destroy paper files containing personal information by shredding. We destroy electronic information by deleting it and, when the hardware is discarded, we ensure that the hard drive is physically destroyed.

41. MEAL PLAN SERVICES

A meal plan is required for all students that have not completed more than 48 credit hours as recognized by the University Registrar by the beginning of the Contract Period. Unused portions of the meal plan contract are not refundable, nor do they roll over to another semester unless specifically defined by the meal plan.

Meal service will begin the day after the official opening of University Housing each semester. No meal service will be provided during any University holiday, which includes Winter Break and other student holidays the University may designate. Dinner is the last meal served on the final day of exams each semester.

Operation of the Meal Plan Program: The hours of operation of the Meal Plan facilities shall be designated by Operator. Unused meals from the Fall semester do not carry forward to the Spring semester. Residents shall not be entitled to a refund of, or any credit against, fees paid hereunder for meals not consumed.

Dining Policies. All residents must abide by the rules and regulations with respect to the dining facilities. All residents are required to select and obtain a meal plan when signing a lease.

CHISHOLM HALL COMMUNITY LEASE ADDENDUM

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

DEFINITIONS.

Resident (Tenant): The named individual identified in the Lease Contract (referred to in the Lease as "you" and "your")

Landlord (Owner): PHASE I DORMITORY PARTNERSHIP (referred to in the Lease as "we," "us" or "our")

University: The University of Texas at San Antonio
(Record Title Holder) The Board of Regents of the University of Texas System 601 Colorado
Austin, Texas 78701

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

Property: A 261-room residence hall located at 6960 North Loop 1604 West in San Antonio, Texas.

Guarantor: The qualified individual(s) that execute a Lease Guaranty Agreement guaranteeing your performance under the Lease Contract and all applicable lease addendums.

INITIAL DEPOSIT AND FEES DUE AT LEASE SIGNING. If you are able to provide a Guarantor, your initial fees due shall be \$215.00 (a non-refundable Administrative Fee). If you are unable to provide a Guarantor, your will be required to pay an additional refundable security deposit of \$350.00. The non-refundable Administrative Fee is to cover our expenses. The Security Deposit (including additional security deposit, if required) will be refunded if you are not approved.

RENTAL INSTALLMENTS & ADDITIONAL CHARGES. All checks and money orders must be payable to "Chisholm Hall."

SECURITY DEPOSIT. Subject to the provisions of the Lease which require you to give us forty-five (45) days' prior written notice of your move out date, you agree that we have thirty (30) days after the later of (a) the date you surrender the Premises, and (b) the date on which we received written notice of your forwarding address to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

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

- Electricity
- Water & Sewer
- Gas
- Garbage Collection
- Internet
- Extended Basic Cable TV

All utilities may be used only for normal household purposes and must not be wasted.

COMMUNITY POLICIES. By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Room as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property including, without limitation, the Rules and Regulations of the Board of Regents of The University of Texas System and the University may enforce and apply Governmental Regulations on the premises of the Property, including the Room covered by this Lease and to any person in or on the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

HOLDOVER. If you still occupy the Premises past the Ending Date or earlier termination of the Lease or possession of the Premises by us (in accordance with the provisions of this Lease), or the date contained in your move-out notice, then you owe us \$50.00 per day for the extra time that you stay in the Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover.

OTHER LEASE TERMINATION. Prior to the Start Date, you may terminate this Lease if you will not be attending the University (or any other institution of higher education in the San Antonio area) for 2019-2020, provided you notify us in writing at least forty-five (45) days prior to the Start Date of the Term. You must also pay the termination fee listed below:

Prior to the Start Date, you may terminate this Lease if you enter into a contract with the University to live at alternate on-campus housing owned by the University, provided you notify us in writing prior to July 1st and pay to us a Termination Fee in an amount as follows:

Effective Date of Termination:

- Between May 15 and May 31: \$175.00
- Between June 1 and June 30: \$500.00
- Between July 1 and before the Start Date: \$900.00

In addition to the Termination Fee, you will forfeit any non-refundable fees associated with this Lease. The Effective Date of your termination is the date we receive (i) your written notice of termination, along with the applicable Termination Fee, and (ii) written confirmation from the University that you have entered into a contract to live in alternate on-campus housing owned by the University.

After the Start Date, you may terminate this Lease if you are no longer enrolled at, or employed by, the University (or other institution of higher education in the San Antonio area), provided you (i) give us sixty (60) days prior written notice, and you (ii) pay to us as a Termination Fee an

amount equal to the sum of \$150.00 plus either (a) twenty-five percent (25%) of the total Rent attributable to the unexpired Term of the Lease if the Ending Date is during months other than June, July and August, or (b) thirty percent (30%) of the total Rent attributable to the unexpired Term of the Lease if the Ending Date is during the months of June, July or August.

MAINTENANCE, ALTERATION AND REPAIRS.

If we fail to repair or remedy a condition that materially affects the physical health or safety of an ordinary tenant, you may have the right to terminate this Lease Contract and exercise other statutory remedies including those available under Property Code Section 92.056 and 92.0561 by following this procedure:

- a. all rent must be current and you must make a written request for repair or remedy of the condition, after which we will have a reasonable time for repair or remedy;
- b. if we fail to do so, you must make a second written request* for the repair or remedy (to make sure that there has been no miscommunication between us) – after which we will have a reasonable time for the repair or remedy (*Instead of giving the two written requests, you may give us one request by certified mail, return receipt requested, or by registered mail, after which we will have a reasonable time to repair or remedy; and
- c. if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice and exercise other statutory remedies.

METHOD OF NOTICE. All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Century Campus Housing Management, L.P., dba Campus Living Villages, Attention: General Manager, 6960 North Loop 1604 West, San Antonio, Texas 78249 with a copy to Century Campus Housing Management, L.P., 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attn: General Counsel.

PARKING RULES AND REGULATIONS. There are no guest parking areas provided at Chisholm Hall.

PETS. You are not permitted to have pets of any kind, except as required by law. If accommodation for an assistance animal is requested, a separate service animal addendum and additional documentation will be required. This includes aquariums for use with fish and/or reptiles. Violators will be assessed a fine of \$100.00 which will include the required fumigation charge, if appropriate. The pet must be removed within 24 hours of notification. If the pet is not removed, upon re-inspection of the apartment, an additional \$250.00 fine will result and Animal Control will remove the pet. A subsequent pet violation will result in an additional fines and disciplinary action.

TRANSFER FEE. If you request to be relocated or if you do so without our prior written consent in violation of the Lease), then you shall pay to us a Transfer Fee in the amount of \$100.00. In no event shall we be obligated to relocate you at your request. If you occupy a bedspace to which you are not assigned without our prior written consent, you will be charged \$150.00.

CHISHOLM HALL

Community Policies

WELCOME TO CHISHOLM HALL, a unique residential community for students, faculty, staff, and affiliates of The University of Texas at San Antonio (or the University) and other institutions of higher education. This facility is for residents who appreciate a beautiful environment and the convenience of on-campus living, and who will make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds. The community will be governed by the rules of common courtesy and common sense.

You must follow the **STUDENT CODE OF CONDUCT** of the University (www.utsa.edu/osja/). While you must follow the entire Code, what follows is the first section of the Code that we present for your convenience: SEC. 101. GENERAL. By enrolling at the University a student neither loses the rights nor escapes the responsibilities of citizenship. All students are expected to obey federal, state and local laws, the rules and regulations of the Board of Regents of The University of Texas System, the rules and regulations of The University of Texas at San Antonio and directives issued by an administrative official in the course of his/her duties. A student who enrolls at the University is charged with the obligation to conduct himself/herself in a manner compatible with the University's function as an educational institution; consequently, conduct which interferes with the use or utilization of University facilities by other persons may be punished regardless of whether such conduct is specifically outlined in the Student Code of Conduct.

Suspension for non-academic reasons from the current university you are attending will result in eviction. If you are not currently enrolled at UTSA, you can be evicted for any violation of the Community Policies.

The following resident behaviors will be considered serious infractions of the residence hall policy and will not be allowed in the residence hall or Activity Center. These behaviors may result in sanctions for breach of contract for offending residents and will be handled through the established discipline process.

- A. Violation of any local, state or federal criminal or civil statute in the residence hall.
- B. Possession and/or consumption of alcoholic beverages by residents.
- C. Provision of alcoholic beverages to other residents and/or guests.
- D. Possession, manufacturing, use or sale of illegal drugs and/or drug paraphernalia.
- E. Apparent intoxication or disorderly conduct.
- F. Endangering the safety of the residence hall by tampering with, vandalizing or misusing fire safety detection equipment.
- G. Unauthorized entry into another resident's room.
- H. Deliberate destruction, damage or misuse of residence hall or Activity Center equipment.
- I. Assault upon or threat of violence to other residents, guests or staff.
- J. Possession of weapons including firearms and knives over four inches in length.
- K. Failure to show proper identification when requested by a residence hall or University staff member.
- L. Failure to comply with valid instructions of a residence hall or University staff member.
- M. Physical abuse, verbal abuse, threats, harassment, intimidation, coercion, and/or conduct that threatens or endangers health or safety of any personnel on property or sponsored event.
- N. Possession of fireworks and/or firearms or parts thereof.
- O. Theft of resident and/or residence hall property.
- P. Throwing any item out of a residence hall window.
- Q. Jeopardizing the security of the residence hall by propping open security doors or providing access cards or keys.

SAFETY

S1. SECURITY - It is not possible for any residence hall operator to assure "security." For the convenience of our Residents, many benefits such as closed circuit monitoring and card access are provided. The University of Texas at San Antonio Police provides police services in the residence hall. Management supports the Neighbors on Watch and Crime Stoppers programs. We believe the effectiveness of neighbors looking out for each other's interests has been demonstrated. We encourage Residents to get to know their neighbors. Resident agrees to promptly report to the University Police and the Chisholm Office any incident of theft, vandalism or unsafe condition, and whenever possible, furnish a detailed description of the offender, time and day, make and color of car, license plate number, etc. Please call the Campus Police at 210-458-4242, to report any criminal activity (www.utsa.edu/utsapd/) or to report solicitors or other trespassers on the property. Management will support your vigilance, and where applicable, will prosecute acts of vandalism, trespassing and theft.

S2. KEYS - Keys are the property of Chisholm Hall and must be returned at the termination of your lease. Charges of \$50.00 per key will be assessed for each key that is not returned, broken, lost, or for keys needing replacement during the term of Resident's occupancy. Any duplication of University or Chisholm Hall keys is strictly prohibited and can result in disciplinary/judicial action.

ROOM KEY PROCEDURES

1. It is responsibility of the resident to secure his/her room key and access card and not loan these items to anyone.
2. If inadvertently locked out of his/her room, the resident may seek assistance at the Chisholm Hall Housing Office (when office is open), Monday through Friday from 8:00 a.m. to 5:00 p.m. After hours and on weekends residents may call the on-duty staff member to gain assistance (210-389-7220). The resident is entitled to three courtesy lockouts during normal business hours; a \$25.00 charge will be assessed for each subsequent lockout and all lockouts occurring outside of normal business hours, weekends and holidays.

ACCESS CARD USAGE

Your UTSA student Identification Card contains a personal electronic code. Its acceptance and use is subject to your compliance with the guidelines herein.

- A. Immediately report lost or stolen cards to the Chisholm Office. Your card can then be programmed out of the computer to prevent use by an unauthorized person. Lost cards may be replaced for a service charge.
- B. Please carry your access card at all times and do not loan it to others.
- C. As mere possession of a card does not automatically confirm rights of entry, please do not assist persons who appear to be having difficulty gaining entry. Please do not let persons whose privileges have been revoked, or guests of others, enter the property with your card. A person having difficulty with a card may use the front desk to gain entry. Allowing a person to gain entry is a violation of this policy and you will be held accountable.
- D. The right to use this card as an Access Card is terminated upon expiration of a resident's lease or default under the lease.
- E. All guests are to be escorted at all times by a resident and are responsible for abiding by the policies set by Management and UTSA. Residents are responsible for their guests' behavior.
- F. Residents must take care to ensure the Access Card system is not tampered with or otherwise rendered inoperable. Residents must never prop open any access control door. Residents caught tampering with or rendering the system inoperable will be held responsible and sanctioned in on-campus housing, and, through the University judicial process, face the loss of student status.

- S3. VIDEO SURVEILLANCE** - The community is equipped with a number of Closed Circuit TV cameras. These cameras have been installed for the purpose of recording events for later viewing. The cameras are NOT monitored and are NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the cameras and recording equipment are mechanical and require the involvement of humans, they may not always be working properly due to mechanical or operator problems. Do NOT rely upon these cameras in any way for any purpose.

CHECK-IN/CHECK-OUT PROCEDURES

- P1. CHECK-IN PROCEDURES** - All residents **MUST** check in to the residence hall in the following manner:
- Report to the Chisholm Office or designated area.
 - Pay all required fees as described in the "Residence Hall Rate and Payment Schedule."
 - Within 48 hours of moving in, complete an inventory of room and furnishings. Return the completed inventory form to the Chisholm Hall Housing Office.
- P2. CHECK-OUT PROCEDURES**
- Arrange an appointment with the appropriate staff member to complete final inventory of room and furnishings and to complete appropriate checkout forms. Personal belongings must be removed from the room before the Resident Assistant can complete the required inventory. Appointments should be made at least 48 hours in advance.
 - Complete final inventory of room and furnishings. Upon completion, return room key to Chisholm Office and sign required checkout forms.
 - Express checkout – resident should pick up an express checkout envelope from the housing office and return the completed envelope, including keys, to the housing office or night drop box.

The fee assessed to students who fail to checkout of their room properly is \$30.00. This fee covers any of the following:

- Failure of student to sign the Unit Condition Report (UCR).
- Failure of student to vacate the hall by closing time.
- Failure of student to check out with a staff member.
- Failure of student to clear belongings into newly assigned room (during hall/room change periods).

Students who fail to clean their rooms or do not discard the trash properly will be charged a fee in addition to any damage assessments.

COMMUNITY LIVING

- L1. FIREARMS/WEAPONS** - Firearms and weapons are not permitted on the property. You and your guests must comply with all federal, state, local and University laws and regulations pertaining to all weapons including but not limited to: ammunition, fireworks, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns, paintball guns and any replica weapons. All persons on the property are required to abide by the university's policies regarding the concealed carry of weapons.
- L2. ALCOHOL** - Chisholm Hall is an alcohol free facility. Chisholm Hall supports full compliance with local, state and federal laws, and with the rules and regulations of the University. Persons of any age, including guests or family members, may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. Beer bongos, trashcan punch, party balls, alcohol soaked fruit, etc., and any other items related to excessive alcohol consumption are prohibited. In addition, alcohol drinking games (beer pong, etc.) will not be permitted. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable. Guests that violate the regulation may be asked to leave Chisholm Hall.
- L3. DRUGS, DRUG PARAPHERNALIA AND ILLEGAL SUBSTANCES** - The use, manufacturing, possession and/or distribution of drugs, drug paraphernalia and/or illegal substances is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies.
- L4. VERBAL AND/OR PHYSICAL ABUSE** - Residents and guests are to treat all neighbors, apartment mates, visitors, Chisholm Hall staff, and University officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence of any type will not be tolerated.
- L5. FAILURE TO COMPLY** - You must comply with all written and verbal requests and instructions from Chisholm Hall staff and University officials. This includes requests to produce valid identification.
- L6. NOISE** - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. Quiet hours are set for 11:00 p.m. to 8:00 a.m. daily. Housing staff reserves the right to alter quiet hours as required. High volume sounds from home and car stereos, televisions, musical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos. Beginning the last day of classes and until the end of finals, 24 hour quiet hours will be in effect to help with the successful completion of these exams.
- L7. FIRE SAFETY** - The greatest threat to any community is that of a fire. Fire can produce deadly smoke, heat and toxins. Therefore, it is imperative that you take all attempts to prevent a fire from starting and to protect the lives of your roommates and yourself should a fire occur. To assist you we have installed a smoke detector in every room.
- A. SMOKE DETECTORS AND FIRE ALARMS** - Prior to the start of your Lease, and on an ongoing monthly basis, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a \$100.00 fine. Fire alarms set off due to the negligence of you or your guests will result in a fine ranging from \$100.00 to \$500.00. Examples of setting off fire alarm include, but are not limited to, cooking in your room, playing with matches, lighters or other fire making devices, and tampering with the fire equipment in the building. If fire alarms are tampered with, then you may be subject to eviction.
- B. FIRE EXTINGUISHERS** - Fire extinguishers are inspected regularly and re-certified by a fire safety company annually. Should it become necessary for you to discharge a fire extinguisher you must notify the Housing Office, once the danger has passed, so that we can inspect the room for damages and replace the fire extinguisher. Should we discover that either a fire extinguisher has been discharged or you have had a fire and you did not report the event to the Housing Office each resident of the apartment will be fined \$250.00 for endangering the safety of others.

- C. **LIGHTING SOURCES & OPEN FLAMES** - You may not use halogen lamps, candles, incense or any open flame in your room. No candle type products are permitted such as but not limited to any wax and hot plate items, candles with removed wicks, etc. If the power goes out, use flashlights only. Do not store flammable liquids in or around your room.
- D. **GENERATING FALSE ALARMS** - Activation of the alarm system when no fire emergency exists is a FELONY. Those caught generating a False Alarm will be removed from on-campus housing, prosecuted to the full extent of the law, and, through the University judicial process, face the loss of student status.
- L8. COMMON AREAS** - The common areas are for the intended use of Chisholm residents and their accompanied guests. Residents are expected to use decorum, common sense and consideration for others when using these facilities. Use is considered a privilege and can be withdrawn for abuse. No loud noise or music is permitted in the Activity Center or other common areas. All residents and guests are required to follow the posted rules and regulations. Guests should not be left unattended.
- L9. SMOKING PROHIBITED** - Smoking is strictly prohibited within the confines of the apartment complex. You will be assessed a \$100 fine each time you are found in violation of this policy, in addition to any cleaning or damage costs associated with smoking in the apartment. Evidence of smoking may include, but is not limited to, ashes, odor, cigarette butts, smoke, and paraphernalia. Students caught smoking may face disciplinary sanctions and through the University judicial process, face the loss of student status.
- L10. NUMBER OF OCCUPANTS** - The maximum number of individuals occupying a room shall be no more than two persons in a double room and one person in a single room.
- L11. VANDALISM** - Residents may be required to share the expense of repairing or replacing property in common areas (such as hallways, studies, lounges or lobbies) when such repairs are determined to be above and beyond normal wear and tear.
- L12. GUESTS** - Residents are responsible for their guests' compliance with all Community Policies and parking policies. Any time a guest is in the building, he/she must be escorted by a resident. Guests that remain after 2:00 a.m. will be considered an overnight guest. All guests staying for 48 hours must be registered in the office. Overnight guests are allowed a maximum of two nights per week. Guests must be in the presence of the resident at all times. Guests should never be given apartment keys or access cards. Allowing someone access to the building or room is a policy violation. Excessive amounts of stays by guests may result in suspension of guest privileges. Residents are responsible for behavior of their guests and that behavior should never infringe on the rights of roommates. Guests staying more than 48 hours without our permission shall be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease.
- L13. ROOMS** - Doors and doorways must be free of obstructions. Do not place objects in, near or around doors that will impede its standard operation. This includes towels, electrical extension cords, bricks, blocks, weather stripping, etc.
- L14. ROOMMATE AND NEIGHBOR COUNSELING** - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:
- A. The complaining resident discusses the problem with our staff. Staff will give tips on how to talk with the roommate/neighbor; the complaining resident will address the concern directly with the roommate/neighbor.
 - B. Our staff will follow-up with the complaining residents. If the problem remains, a resolution meeting is held among roommates, neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise. Our staff will follow-up and revise the roommate/neighbor contract if needed.
 - C. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in room assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- L15. TRANSFERS** - You may move from one room to another only if you have our approval. You may be required to pay a transfer fee of \$75.00. If you move to another room without our prior approval, you may be sanctioned and/or have to pay a \$150.00 fine. You may not intentionally abuse or ignore your roommate's rights so that you can get a private room or extra space in an apartment. If you do, you may be charged for the additional space and face disciplinary action. The following conditions apply:
1. No transfer requests are granted before the 10th day of classes.
 2. All room transfers must be approved by the Residence Life Coordinator and will be considered on a space available basis.
 3. Room transfers will be made only if all pertinent parties involved agree to the transfer and all pertinent parties have met with the Residence Life Coordinator or designee.
 4. Once a room transfer has been approved and a new key issued; you have 24 hours to complete the transfer process and surrender keys to previous room.
- L16. SATELLITE TELEVISION DISHES** - You may not install a satellite television dish.
- L17. CHRONIC MISBEHAVIOR** - If a resident establishes an unacceptable pattern of misconduct or is frequently found to be in non-compliance with these Community Policies or the General Student Code, though individual offenses may be minor, a pattern of non-compliance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem. These patterns of misbehavior can lead to disciplinary action up to and including eviction.
- L18. FULL FAITH AND CREDIT** - As a student living on campus you are responsible for your conduct and activities including those of your guests, in all campus housing facilities. If you violate State Law, the University Code of Conduct, or the Community Policies of any housing facility, you will be held responsible for the violation in the facility of your residence as if the violation took place in your facility of residence. Violations and sanctions are shared with appropriate campus housing officials, Residence Life, Judicial Affairs and Police Department personnel; disciplinary sanctions up to and including eviction may be imposed and, through the University judicial process, face the loss of student status.
- L19. BARBECUE GRILLS** - The city fire code prohibits the use of barbecue grills within 10 feet of a residential building, this includes patios and balconies. After you use the community grills, please put out burning charcoal. After charcoals are no longer hot, dispose of charcoals safely and properly. Please leave the equipment, grills, and area clean for the next person. Personal charcoal grills, gas grills, or the like are not permitted in Chisholm Hall.
- L20. APPLIANCES** - Each electrical appliance should display the Underwriters Laboratory (UL) approval designation. At no time are appliances with an exposed heating element allowed. Residents are responsible for keeping appliances turned off when not in use. Microwave ovens more than 750 watts are prohibited. Hot plates, toaster ovens, toasters, open-faced electrical or heating appliances with exposed heating elements are not permitted for use in the residence hall room.
- L21. BACTERIAL MENINGITIS** - In accordance with Texas HB 4189, UTSA requires all new and transferring students to receive the meningitis vaccine; or sign a waiver indicating their knowledge of the risks of bacterial meningitis and their refusal to be vaccinated. This requirement must be met 10 days prior to a student's move-in date; otherwise they will not be allowed into on-campus housing, or given access to their unit. A student is not required to comply with the meningitis vaccination requirement if an affidavit or a certificate is presented stating that the vaccination would be injurious to the health and well-being of the student; or stating that the vaccination has been declined for reasons of conscience. To receive a copy of the affidavit form, please visit: <https://webds.dshs.state.tx.us/immco/affidavit.shtm>.

Applicants not attending UTSA must meet the meningitis vaccination requirement as well. Prior to moving in, the applicant must provide documentation to Chisholm Hall which demonstrates the vaccine was administered at least 10 days before the move-in date.

- L22. PARKING RULES AND REGULATIONS** - All PARKING RULES, REGULATIONS AND ENFORCEMENT, including those delineated here, are handled by UTSA Business Auxiliary Services Parking Division and any questions should be directed to the office at 210-458-PARK. All resident vehicles, including motorcycles, which you operate on the campus, must be registered with UTSA Business Auxiliary Services Parking Division. The appropriate University residential permit for the community you reside in must be purchased from UTSA Business Auxiliary Services Parking Division. **Once checked in with Housing, please log onto your ASAP account to purchase the appropriate permit and print a temporary permit to avoid parking citations.**

All visiting vehicles - all housing visitor vehicles must display a valid Visitor Parking Permit at all times and park where that permit allows. Visitor Permits are available from UTSA Business Auxiliary Services Parking Division Office located in the MS Building 1.01.52. Your guests are not permitted to park in the Chisholm Hall Visitor Parking Spaces.

MOTORCYCLES - Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at UTSA Business Auxiliary Services Parking Division. We may not allow you to use these types of vehicles on the property. However, if we do so allow, the vehicle must be parked in a parking space and be in compliance with all parking regulations, including appropriate parking permit.

BICYCLES - Ride bicycles on the streets only. Do not chain/lock bicycles to trees, fences, staircases, or outside your first floor balcony railing. If you keep a bicycle on the property, you do so at your sole risk of loss or damage. Bicycles stored improperly may be removed and discarded without notice and in accordance with Local Laws.

SKATEBOARDS, ETC. - Riding scooters, roller blades, skateboards and bicycles is not permitted in the residence hall or activity center.

- L23. OVERFLOW HOUSING** - Along with the outstanding growth of UTSA, comes the increased demand for on-campus housing. Chisholm Hall strives to accommodate all students interested in living in our facility, so that no available bed space is left unoccupied. In order to achieve maximum occupancy, additional lease contracts are accepted above maximum occupancy in order to accommodate any late cancellations and no-shows.

Overflow housing residents are provided with temporary, off-campus housing accommodations, until they are assigned to an on-campus unit. By accepting overflow housing, the resident agrees to make all scheduled housing payments as outlined in the lease contract, and to accept the first available on-campus assignment offered.

Overflow housing residents are officially **on-campus residents**, and subject to all University rules, regulations, policies and procedures, as well as all on-campus housing policies. An overflow housing resident is subject to all terms and conditions of the lease contract.

- L24. HOVERBOARDS** - The use, possession or storage of hoverboards or similar electronic, self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

OFFICE & MAINTENANCE SERVICES

- M1. OFFICE HOURS AND SERVICE PROCEDURES** - Actual business hours will vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, call the afterhours on-call staff member for assistance at the number posted at the office entrance. Security problems, power failure, fire, loss of heat if the outside temperature is below 40°F, loss of A/C when temperature is greater than 90°F and rising water are considered emergencies. Fires and rising water due to weather conditions are emergencies for which you should contact UTSA Police Department at 210-458-4911. Water leaks and equipment malfunctions should be reported promptly to insure minimum inconvenience and property damage.
- M2. PAYMENTS MADE THROUGH THE UTSA FISCAL SERVICES OFFICES** - If you make any payment of rent or fees for Chisholm Hall and Chase Bank Trustee at the UTSA Fiscal Services Office (Bursar's Office), you must present the original (white) copy of the Bursar's receipt within 48 hours of payment. You must deliver the Bursar receipt to our office without demand in accordance with the lease contract.
- M3. EMAIL** - This is the primary form of communication from Chisholm Hall.
- M4. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager or through the online portal and immediately call the Resident Assistant that is on-call. For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. A written work order must be issued from the office for all service requests except in emergencies. Verbal requests are not permitted. Your cooperation with this policy will help us provide you better service. In the event you ever fail to receive service within forty-eight (48) hours, after submitting a second written request to the General Manager, please address a letter to Campus Living Villages, to the attention of Assistant Vice President of Operations, Chisholm Hall, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871-5100. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40 degrees F), losses of air conditioning (if the outside temperature is above 90 degrees F), and rising water may be reported by calling the on duty staff member. Please report water leaks and equipment malfunctions promptly to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.
- M5. CARPET AND TILE FLOOR CARE** - Please eliminate damage and preserve the appearance of your carpet or tile by sweeping/mopping and vacuuming frequently (at least weekly). Please call the Chisholm Office immediately for special instructions and assistance in handling stains, marks, and scuffs or damaged areas.

COMMUNITY CLEANLINESS

- C1. ROOM CLEANLINESS** - Resident agrees to maintain room in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for the residents of the room and/or their neighbors.
- Resident agrees if Owner must clean room to assure sanitary conditions, all charges for expenses incurred will be reimbursed to Owner.
 - If one Resident of a shared room vacates, the vacating Resident and the remaining Resident must satisfactorily clean the room. Failure to do so will result in a minimum \$25.00 cleaning charge assessed between the Resident who is vacating and the remaining Resident.
 - Your room must be reasonably clean at all times. If your room is not cleaned to the housing staff's approval within 24 hours of notification of an unclean room, then you will be assessed a \$25.00 fine.
 - The maintenance, professional, and student staff will conduct health and safety compliance inspections each semester. Inspections will be announced to residents at least 48 hours prior to inspection. Staff will be looking for possible leaks, checking HVAC units, apartment cleanliness,

possible fire safety hazards, and any other community policy and student conduct violations. If candles, incense, or their implements are found, used or unused, they will be confiscated and disposed of immediately and a \$100.00 fine will be assessed. These items are forbidden because of the extreme fire danger they cause. Students caught with these items will face disciplinary sanctions. For most health and safety violations the resident will be given 48 hours to correct any violations before facing further disciplinary actions; however, more serious violations must be addressed right away.

C2. TRASH - Put all trash in tightly closed plastic bags and deposit them in the dumpsters around the exterior of the building. Do not put trash between the dumpsters. Do not put your trash in the trash cans in the courtyards or common areas. Do not leave trash bags in the hallway or in any of the community trash cans. Deposit trash bags in the dumpsters outside. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters). Dumpsters are intended for the use of disposing of normal room trash. Large items, such as furniture, should not be disposed of in Chisholm Hall dumpsters.

C3. BALCONIES - The public staircase balconies must be clean and uncluttered at all times. Do not place any personal items in/on any of the public balconies.

AMENITIES

A1. LAUNDRY FACILITIES - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry. Guests are not permitted to utilize these facilities. Problems with laundry machines should be reported to the laundry equipment provider posted in the laundry room.

A2. ACTIVITY CENTER / STUDY LOUNGE / COMMUNITY KITCHEN USE - The Chisholm Hall residence life staff will utilize the Activity Center and other public/common areas for a variety of educational, recreational and social programs. These common areas are also available for resident use (i.e., study groups, organization meetings, etc.). Residents must clean the facilities after use and adhere to all posted policies and hours. For further information on utilization of Chisholm Hall Common Space, please contact the Chisholm Office. Priority will be given to functions sponsored by housing staff.

A3. POSTING - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

A4. NETWORK ACCEPTABLE USE POLICY

As a condition of your continued access to Wi-Fi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fines, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

Prohibited Uses

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.
- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy.
- Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy, or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

Reporting Violations and Other Terms

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 6960 North Loop 1604 West, San Antonio, TX 78249 Attention: General Manager and 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel.

To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.

A5. SWIMMING POOL - The following rules shall apply to all residents and their guests.

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcoholic beverages may be excluded from the pool area.
13. No diving is permitted.
14. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

A breach of any of these Community Policies constitutes a breach of the Lease and may at Owner's discretion subject Resident to disciplinary action, including eviction. These Community Policies are part of Resident's lease for an accommodation having the characteristics described on the Room Identification Addendum attached to the lease and identified, or to be identified, by room number therein (the "Room") and located at Chisholm Hall. Thank you again for choosing Chisholm Hall as your new home. If at any time you have suggestions for improving the quality of life or desire assistance, please contact an administrative staff member in the Chisholm Hall office.

CHISHOLM HALL

BED BUG ADDENDUM

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

1. Purpose. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. Inspection. You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.
3. Representations. We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. Access for Bed Bug Treatment. You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. Duty to Report. You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. Cooperation & Responsibilities. Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. Indemnification. Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. Default. Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. Severability, Waiver and Survival. The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

You hereby acknowledge and agree that your representations in this Addendum are true and correct and that we are relying on the representations made to us herein.

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

RESIDENT:

Signature: _____

Name Printed: _____

Date: _____

OWNER:

Signature: _____

Name Printed: _____

Date: _____

LEASE GUARANTY AGREEMENT

** GUARANTOR MUST PROVIDE A VALID SOCIAL SECURITY IDENTIFICATION NUMBER AND A COPY OF VALID GOVERNMENT PICTURE ID **

Each Guarantor (identified below) jointly and severally with all other Guarantors, if any, identified, below, or as tenants by entirety if married (or as otherwise provided by applicable law), hereby guarantees the observance and performance when due of all agreements and obligations of Resident under the Lease Contract, as same may be amended, renewed or extended from time to time by Owner and Resident, including without limitation, payment of all Rent when due; provided, however, that (i) this Guaranty will renew only if both the Resident and Owner renew the Lease Contract, and (ii) unless Guarantor executes a new guaranty, Guarantor shall not be liable for any rent increase above the rates of the original Lease Contract.

Guarantor's obligation hereunder is that of a principal obligor and not a surety, and in the event of a default by Resident, Owner may proceed against Guarantor without first proceeding against Resident. This Lease Guaranty Agreement is irrevocable, absolute and unconditional guaranty of payment and of performance, and shall be enforceable against Guarantor without the necessity of any suit or proceedings of any kind or nature whatsoever by Owner against Resident and without the necessity of any resorting to any security under the Lease Contract or any need to give notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty, all of which Guarantor hereby expressly waives (except any non-waivable notices required by law). Guarantor hereby expressly agrees to the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or reserved to Owner pursuant to the provisions of the Lease Contract or available by law. Guarantor shall be primarily obligated under the Lease Contract as if it had executed the Lease Contract as Resident.

Guarantor waives receipt of all notice from Owner hereunder and under the Lease Contract (except any non-waivable notices required by applicable law), including without limitation notice of default by Resident and notice of any amendment of this Lease Contract by Resident. This Guaranty and/or any of the provisions hereof, cannot be modified, waived or terminated unless such modification, waiver or termination is in writing signed by Owner. Guarantor waives trial by Jury in any litigation involving the Lease Contract or this Guaranty. Notwithstanding any contrary provision of the Lease Contract, this Guaranty or of non-waivable law, no Released Party shall be responsible to Resident, its guests, invitees, licensees or agents (collectively, the "Resident Parties") and Guarantor, for itself and all other Resident Parties, hereby releases all Released Parties from, covenants not to sue any Released Party with respect to, and shall indemnify and hold harmless all Released Parties against, all claims, losses, damages, suits actions, costs and expenses (including without limitation legal fees and expenses) relating to: (i) any fire, accident, injury, death, or property damage or theft occurring in or with respect to the Unit or the Premises to the extent caused by or affecting Resident or any Resident Parties at the Premises, (ii) any crime or tortious act occurring or committed in the Unit or the Premises, to the extent caused by or affecting Resident or any Resident Parties at the Premises, (iii) any personal conflict between Resident and any other person at the Premises, (iv) any interruption or failure of heat, electrical, water, sewer, telephone or any other service at , or the malfunction of any machinery or appliances serving the, Premises, and (v) any defect in the heating, gas, electrical, water, or sewer systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the negligence or willful misconduct of the Owner or Manager. Guarantor acknowledges that neither the Owner nor Manager has made any representations to Guarantor concerning the safety of the Premises or the effectiveness or operability of any security devices or security measures at the Premises. Guarantor acknowledges that Owner and Manager neither warrant nor guarantee the safety or security of Resident or its guests against any criminal, tortious or wrongful acts of any person and hereby releases, and covenants not to sue, the Released Parties for any losses, costs, damages, expenses, claims, liability, suits, actions, and causes of actions with respect to personal injury, death or property damage suffered by Resident as a result of any criminal, tortious or wrongful act by any person, including without limitation another resident at the Premises, but excluding acts caused solely by Owner and Manager.

This Guaranty shall be enforced and construed in accordance with the laws of the state in which the Premises is located (without regard to principles of conflict of law) and shall be binding upon Guarantor, his/her/their heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of all Released Parties and their respective heirs, executors, administrators, successors and assigns. If any of these terms or conditions conflict with any such laws, then those terms or conditions shall be deemed modified and amended to conform to such applicable laws. By your execution of this agreement, you represent that although the Resident may not have yet reached the age of 18, the Guaranty is valid notwithstanding any attempt by Resident to invalidate the Resident contractual obligations because of the Resident's age. Guarantor agrees to be legally bound by this Guaranty. Words with initial capital letters used herein but not defined shall have the meanings ascribed to such terms in the Lease Contract.

I hereby give Campus Living Villages / Century Campus Housing Management, L.P. (CCHM) consent to check an investigative consumer report to be prepared to determine my eligibility for tenancy. I also attest that the supplied information was given voluntarily and I understand that it is to be used for the purposes of verifying my identity in acquiring public information and for no other purpose.

RESIDENT INFORMATION

Last Name	First Name	Middle Initial
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GUARANTOR INFORMATION

Last Name	First Name	Middle Initial
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Address	City	State	Zipcode
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Email Address	Social Security Number	Date of Birth	Telephone Number
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Driver License # & State of Issue	Monthly Income Amount
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Guarantor Name Printed: _____ Date: _____

Guarantor Signature: _____