

# UNIVERSITY FOREST 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 terminated 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 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 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 and even if they are your guests' pet) 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. For the avoidance of doubt, the term "pets" does not include assistance animals and other therapy animals permitted by applicable law.

## 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 thereof);
- 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 this Section 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 the Sections 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.

# UNIVERSITY FOREST 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):** CLEAR LAKE HOUSING PARTNERSHIP I, LTD. (referred to in the Lease as "we," "us" and "our").

**University:** The University of Houston – Clear Lake  
(Record Title Holder) Office of the Board of Regents of The University of Houston System  
4800 Calhoun  
128 E. Cullen Building  
Houston, TX 77204-6001

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

**Property:** A 136-unit apartment project located at 2600 Bay Area Boulevard in Houston, TX.

**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.** If you are able to provide a Guarantor, your initial Deposit and Fees due shall be \$290.00 (a refundable \$125.00 Security Deposit and a non-refundable \$165.00 Lease Contract Processing Fee). If you are unable to provide a Guarantor, you will be required to pay an additional refundable security deposit of \$400.00. The non-refundable Lease Contract Processing Fee is to cover our administrative expenses. The Security Deposit (including additional security deposit, if required) will be refunded if you are not approved

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

**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
- Basic Cable TV
- Local Telephone

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

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

Excess utility charges will be calculated by one of the following methods:

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

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

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

Landlord may include on each monthly utility bill a monthly service fee of \$3.75 (or the maximum allowed by law, whichever is less) in addition to the excess utility charges to pay for the administration, billing, bill auditing, overhead and similar expenses and charges incurred by Landlord for entire term of this Lease.

Resident must make payment in full to Landlord (or the third party billing provider of the utility charges) prior to the due date listed on each bill. As a regular part of each utility bill, you may be charged and agree to promptly pay late payment penalties and nonsufficient funds (NSF)/chargeback fees as set forth in the Lease directly to Landlord (or the third party billing provider) in order to cover the administrative costs of generating your bill and servicing your account. These fees are in addition the specific utility service charges for which Resident is billed.

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

The billing methods described above may be changed by Landlord by providing Resident with 60 days' prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method. Upon Resident's request, we will provide a copy of all applicable utility bills and all applicable bills issued to you. The billing period for the utility bill will generally be the 1st to the 31st of the month or the billing period of the local utility.

You will pay for all other utilities, related deposits, and any charges or fees as noted above to be paid by You. If the utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on you your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the unit you'll be liable for a \$50.00 (fifty dollar) charge plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. This service charge is used to compensate us for your failure to become the customer of record for such accounts, including, but not limited to charges assessed by any third party billing provider to us for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Landlord and Resident agree that the charge described above is a reasonable estimate of the costs incurred.

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

Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all students in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the lease term, Resident must notify Landlord in writing. No change in billing options is permitted until all have paid all amounts due under the current option and until Resident has signed a new Utility Addendum. If Resident chooses to change from Landlord's billing option to the provider option, Resident will not receive a refund of any portion of any previously paid administrative fees.

**FINANCIAL AID.** If you are paying with financial aid (which must be approved by us) you must sign an addendum to the Lease labeled Financial Aid Deferral and you agree to pay the Rental Installment and \$100.00 non-refundable service fee as set forth in that addendum.

**FURNITURE.** The furniture in the Apartment is owned by Student Furniture IV Limited Partnership ("Furniture Company"). Of your total Rental Installment, \$49.00 per bed per month for 2 bedroom apartments and \$49.00 per bed per month for 4 bedroom apartments is attributed to the rental of the furniture, unless your Apartment is unfurnished, in which case, none of your Rental Installment is for furniture. We are renting the furniture to you, and collecting the rental amount in our capacity as agent for the Furniture Company.

**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 Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover.

**OTHER LEASE TERMINATION.** Prior to the Start Date, you may terminate this Lease if you have not enrolled in, or become employed by the University (or any other institution of higher education in the Houston area), provided you (i) notify us in writing at least forty-five (45) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of \$250.00, or (ii) notify us in writing less than forty-five (45) days prior to the Start Date of the Term, and pay to us a Termination Fee in the amount of \$500.00.

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 Houston area), provided you (i) give us sixty (60) days prior written notice, and (ii) pay to us (in addition to the required Rental Installment Payments due during the 60-day notice period) a Termination Fee, on the date you give us written notice, in an amount equal to (a) sixty (60) times the daily rate (calculated by dividing the Total Contract Value set forth in Part 3 of this Lease by the total number of days in the Term of the Lease) ("60-Day Fee"), plus (b) thirty percent (30%) of the balance of the remaining Rental Installment Payments attributable to the unexpired Term of the Lease (after subtraction of the 60-Day Fee).

#### **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:**

- i) all rental installments 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;
- ii) 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
- iii) 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.

**REPLACEMENT OF ISSUED CARDS AND KEYS.** Lost, stolen or damaged access cards or gate fobs will be replaced for a \$30.00 charge and \$50.00 charge for a remote/clicker. Lost or stolen keys will be replaced for \$100.00 charge for room keys and \$25.00 charge for mail key. The rental charge for a remote/clicker will be \$10.00 a month and \$100.00 for a Full Year Lease Contract if paid in advance. Any changes in the terms of use or costs of the foregoing are subject to change in the sole discretion of Owner or Manager.

**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, 2600 Bay Area Boulevard, Houston, Texas 77058 with a copy to Century Campus Housing Management, L.P., 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attn: General Counsel.

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

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

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

**TRANSFER FEE.** If you request to be relocated, then you shall pay to us a Transfer Fee in the amount of \$150.00. In no event shall we be obligated to relocate you at your request.

# UNIVERSITY FOREST

## Community Policies

**WELCOME TO University Forest**, the unique residential community for students, faculty, staff, and affiliates of The University of Houston—Clear Lake (or the University) and other institutions of higher education. This Property is only for residents who appreciate a beautiful environment and the convenience of on-campus apartment 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. *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 University of Houston—Clear Lake 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.*

### **SAFETY**

**S1. SECURITY** - It is not possible for any apartment owner or manager to insure "security" or "safety." For your convenience, many features, such as six-foot perimeter fencing, deadbolt locks, and limited access gates are provided. The University Police Department provides police services in the Project from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the University Police at 281-283-2222 or 911 (you may request University of Houston-Clear Lake Police) to report any criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

**ACCESS TO THE PROJECT.** Your access card contains your personal electronic code. Your acceptance and use of the access card is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen cards to us. Your number can then be programmed out of the computer to prevent unauthorized use of the card. Lost, stolen or damaged cards will be replaced for a \$30.00 charge. This charge offsets the cost of the card and the cost of reprogramming the computer.
- B. Your right to use the access card ends when your lease ends or is terminated. You must return all cards at that time. If you fail to return the access card when your lease ends or is terminated, you will be charged \$30.00.
- C. Do not let other people use your card. Do not duplicate any keys.
- D. Mere possession of a card does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

To avoid damage to your vehicle and to the vehicle access gates, pass through the gates carefully. Do not tailgate and follow other cars through the gate. We will not pay and are not responsible for any damage to your car. You may be sanctioned, fined and/or charged for the repair costs of any damage to gates caused by vehicles driven by you or your guests. People who vandalize the gates will be fined, required to pay the costs of repairs, and may face disciplinary action and/or criminal prosecution.

The front-gate call boxes will provide a resident directory with listings by last name. To gain entry, your visitor must press the "#" button first for a dial tone, then dial the four-digit code listed by your name. Your apartment telephone number will be dialed. You may then open the gate for your visitor by pressing the "9" button on your telephone.

### **PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT**

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

### **PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT**

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

## **PERSONAL SECURITY – WHILE USING YOUR CAR**

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

## **PERSONAL SECURITY AWARENESS**

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

## **COMMUNITY LIVING**

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

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

**L3. DRUGS AND ILLEGAL SUBSTANCES** - Use, possession and/or distribution of drugs and/or illegal substances is strictly prohibited and will result in eviction and referral to the University judicial officer and law enforcement agencies. This includes possession of any drug paraphernalia.

**L4. VERBAL AND/OR PHYSICAL ABUSE** – Residents and guests are to treat all neighbors, apartment mates, visitors, University Forest 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 another person. Physical violence of any type will not be tolerated.

**L5. FAILURE TO COMPLY** – You must comply with all written and verbal requests and instructions from University Forest 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. High volume sounds from home and car stereos, televisions, electrical 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.

**L7. BARBECUE GRILLS** - The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of each building and on the unit patios and balconies. After you use the community grills provided, please leave the equipment, grills, and area clean for the next person. Flammable liquids may not be stored in your apartment.

**L8. 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. We have installed building fire alarms in Buildings 4, 7 and 9. If you are in one of those buildings when its fire alarm rings, you and your guests are required to immediately leave the building (this includes real alarms, false alarms and fire drills). If you, and/or your guests, fail to leave as required, you may be required to pay a fine. EXCEPTION: You are not required to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and/or your guests, intentionally cause a false alarm, you will be subject to a fine and/or eviction.

**L9. COMMON AREAS** - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the courtyard, clubroom, pool area, or other common areas. You and your guests are required to follow the posted rules and regulations.

**L10. SMOKING PROHIBITED** – Smoking, whether by cigarette, cigar, vaporizer, e-cigarette or hookah (herein called “smoking”), is prohibited in all indoor public areas including but not limited to the office, model apartments, guest apartments, the Community Room, and the laundry room. Smoking is prohibited in the swimming pool area. Smoking is also prohibited in all apartments. Smoking is allowed in outdoor public areas as long as it does not bother residents of adjoining apartments or residents using Common Areas. Smoking is prohibited within 25 feet of an entrance or exit or wheelchair ramp of any Common Areas.

**L11. NUMBER OF OCCUPANTS** – Except as otherwise allowed in writing by Manager or Owner, the maximum number of people living in an apartment shall be no more than two people in an efficiency apartment, two people in a one-bedroom apartment, two people in a two-bedroom apartment and four people in a four-bedroom apartment.

**L12. VISITORS** - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours must be registered in our office. Guests may stay no more than 48 hours in a row, not to exceed twelve (12) nights in any given semester. Guests staying more than 48 hours without our permission will be considered an unauthorized occupant. If you have an unauthorized occupant residing in the apartment, you will be in violation of the lease.

**L13. MINOR CHILDREN** - An adult must supervise your children, and the children of your guests, when outside your Apartment. Patios and balconies are considered “outside.”

**L14. APARTMENT UNITS** – We recognize the importance of personalizing your Apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fines and costs.

- A. We do not allow hot plates in your Apartment.

- B. We do not allow multiple-outlet, "octopus," plugs in your Apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- C. You may not use halogen lamps, candles, hot coals (in an enclosed container or otherwise) incense or any open flame in your Apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Apartment.
- D. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
- E. All decorations should be temporary in nature to not permanently deface or damage any of your Apartment's finishes. You can hang posters and other wall decorations with poster putty, thumbtacks, or any other method that will not damage painted wall surfaces. No wallpapering or painting is permitted in your Apartment.
- F. Do not use nails, stickers or tape on the Apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads. Damage to these may result in flood damage for which you will be responsible.
- I. Aluminum foil may not be placed in windows as insulation of decoration.

**L15. ROOMMATE AND NEIGHBOR COUNSELING** – Conflicts occur due to a lack of communication between people and resistance to compromise. All freshman residents will be required to enter into a roommate agreement, in a form provided by Owner or Manager, within 7 days after move-in. 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 addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. 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.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$150.00 transfer fee to change apartments.

**L16. RESIDENT DISCIPLINE** – Although eviction through a civil court is always a possible remedy for any violation of the lease and its' addendum, management reserves the right, at our election, to use an educational discipline process. It is our hope that this system promotes and encourages self-discipline, and that it will guarantee fundamental fairness to each student. Involvement with certain violations may result in a monetary amount being assessed and may be outlined elsewhere in this lease. Most violations will result in educational sanctions such as community service and probation. If elected by us, the discipline process is as follows:

- A. Notification of possible violation and hearing with the appropriate staff member
- B. Notification of sanction
- C. Right to appeal. A letter requesting an appeal and outlining the reasons for the appeal must be filed with the Managing Director or Regional Manager within (3) school days from the date of the sanction. The Managing Director or Regional Manager will review the appeal and make a final decision. This decision may be appealed to a designated representative of the University. A copy of that appeal must be forwarded to both the University representative and the Managing Director or Regional Manager within (3) days after the Managing Director's or Regional Manager's decision.

We may also refer the discipline situation to the Dean of Students for other disciplinary action.

**L17. SATELLITE TELEVISION DISHES** – You may not install a satellite television dish without our written approval. Please contact our office to find out what you must do to obtain our written approval.

**L18. IMPLIED CONSENT** – All students in a room/area will be held responsible of their behavior/objects in that room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

**L19. CHRONIC MISBEHAVIOR** – A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction.

**L20. MANDATORY BUILDING MEETING.** All freshman residents will be required to attend a mandatory building meeting where these Community Policies will be discussed. The date of such meeting will be determined by Owner or Manager.

**L21. 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**

**O1. OFFICE HOURS AND SERVICE PROCEDURES** - Our 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, the phones will be transferred to an answering service for messages. A staff member is also available after hours. Dial 832-368-5820 and a staff member will assist you. A letter slot is available for messages and after-hours rental payments.

**O2. MAINTENANCE MANAGEMENT SYSTEM** - We take pride in providing you a well-maintained apartment 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 order request to Manager and immediately call the Resident Assistant that is on-call. For non-emergencies, you should submit a written word request in accordance with the procedures established by Manager. A written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Campus Living Villages, to the attention of Vice President of Operations, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871.5100. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage. In the event of an emergency after hours, you may contact a management staff member at (832) 368-5820.

**O3. CARPET CARE** – To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage.

**O4. LOCK OUT SERVICE** - From time to time residents may be locked out of their apartment or bedroom. We understand this, and our Resident Assistant on duty can assist you if you are locked out. To encourage residents to remember to carry their keys at all times and avoid being locked out, the following charge schedule will be applied:

- A. First Occurrence - no charge
- B. Second Occurrence and beyond- \$30.00 charge per lockout

We will keep track of lockouts on a roster. The same roster will be used for the entire academic year, and a new one will be used for the summer sessions.

## **COMMUNITY CLEANLINESS**

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

- A. If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one roommate of a shared apartment moves out, all roommates must satisfactorily clean the apartment. If the apartment is not cleaned, a \$150.00 cleaning charge will be assessed among all roommates.

**C2. TRASH** – Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fence. Do not put your trash in the trashcans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a service charge if you place any trash, including cigarette butts, outside your Apartment or anywhere else on the property (other than inside the dumpsters). Service fees for violating these provisions start at \$30.00.

**C3. PATIOS & BALCONIES** – Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to boxes, tires, recyclables, and broken furniture. No apartment furniture is allowed.

## **AMENITIES**

**A1. LAUNDRY FACILITIES** - Laundry facilities are for our residents' use only. We are not responsible for unattended laundry.

**A2. CLUBHOUSE USE** - We will utilize the community's clubroom for a variety of educational, recreational, and social programs. The clubroom is also available for your use (i.e., study groups, organization meetings, etc). For further information on utilization of the clubroom facilities, please contact our office and/or your Community Assistant.

**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. PARKING AREAS & PERMITS** - You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. Visitors must park in the designated visitor parking spaces or such vehicles may be towed at the owner's expense. You may not maintain, repair or wash vehicles on the property. You may have one vehicle registered in you or your parent's name parked on-site at any time.

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

**BICYCLES** – Ride bicycles on the streets only. Do not chain bicycles to trees or fences. If you keep a bicycle on the property, you do so at your sole risk of loss or damage.

**A5. SWIMMING POOL & SPA** – 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.

**A6. 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 2600 Bay Area Boulevard in Houston, TX 77058 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.

The terms of these Community Policies are agreed to and accepted by:

**RESIDENT:**

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

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

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

**OWNER:**

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

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

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

# UNIVERSITY FOREST

## 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:**

**OWNER:**

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

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

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

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

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

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