

STATE OF GEORGIA
COUNTY OF BALDWIN

the **BALDWIN**

DOWNTOWN MILLEDGEVILLE LOFTS

RESIDENTIAL LEASE AGREEMENT

The following "General Terms" apply to this Lease Agreement:

Tenant has elected to lease Premises as described below:

Lease "Term:"

Beginning Date of Term: _____ Ending date of Term: July 15, 20____

Renewal Option Deadline: April 15, 20____

I UNDERSTAND THAT UNLESS I EXERCISE AND AM APPROVED FOR THE RENEWAL OPTION, THIS IS NOT A TWELVE (12) MONTH LEASE.
--

(Initial: _____)

Community Fees:

Community Fee: \$300.00 per year due upon signing of lease

Rent for Term:

The "Total Rent" or "Annual Rent" per Bedroom is \$_____.

The "Periodic/Monthly Payments" are due and payable beginning on August 1, 20____ and on the 1st day of each month thereafter in the following amounts as set forth below:

\$_____.

The "Total Rent" shall be in addition to other amounts payable by Tenant under this Lease.

An additional fee of \$25.00 per month shall be added to all Tenants who fail to pay their Periodic/Monthly rent by any means other than automatic draft/ACH.

Optional Parking/Storage Fees (Due monthly with Rent):

- Parking Space (\$25.00/Month) limited to 1 space per tenant. Storage Unit (\$20.00/Month) limited to 1 storage unit per Apartment.

I UNDERSTAND THAT I MAY NOT MOVE IN UNTIL THE BEGINNING DATE OF THE LEASE TERM WITHOUT LANDLORD'S WRITTEN CONSENT. I MAY CONTACT LANDLORD BEFORE THE BEGINNING OF THE LEASE TERM FOR PERMISSION TO MOVE IN EARLY, BUT I UNDERSTAND THAT LANDLORD IS NOT REQUIRED TO PERMIT ME TO MOVE IN BEFORE THE BEGINNING OF THE LEASE TERM.

(Initial: _____)

Tenant Information:

Tenant Name: _____

Home Phone: _____

Cell Phone: _____

Home Street Address: _____

City, State, Zip: _____

Email Address: _____

SS#: _____

Guarantor(s): (Skip this section if guaranty requirement is waived by Landlord initialing here _____)

Guarantor(s) Name: _____

Home Phone: _____

Cell Phone: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Relationship to Tenant _____

Roommate Request:

Name: _____

Cell Phone: _____

Name: _____

Cell Phone: _____

Name: _____

Cell Phone: _____

Completed Lease Agreement must be returned to:

The Baldwin
P.O. Box 914
Milledgeville, Georgia 31059-0914

ACKNOWLEDGEMENT

TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, AND THE RULES AND REGULATIONS GOVERNING THE COMMUNITY. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE COMMUNITY AND THE SAFETY AND WELL-BEING OF ALL TENANTS OF THE COMMUNITY AND THEIR GUESTS AND INVITEES. TENANT AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND THAT TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR ANY RELATED DOCUMENT IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT. **NOTE: THE RULES AND REGULATIONS ATTACHED HERETO ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE INITIALED BY TENANT AND GUARANTOR AT TIME OF SIGNING.**

NOTICE OF INDEMNIFICATION

LANDLORD AND TENANT HEREBY ACKNOWLEDGE AND AGREE THAT THIS LEASE CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

TENANT:

LANDLORD:

PIDMT, LLC

Signature

By: _____

Date

Date

GUARANTY OF LEASE

IN CONSIDERATION OF, and to induce the execution and delivery of the aforesaid Lease, the undersigned (Guarantor(s)) jointly and severally and coextensively with Tenant hereby unconditionally, absolutely and without limitation in time or amount, guarantee to the aforesaid Landlord the full and timely payment and performance of all rent and other covenants, terms and conditions of Tenant inuring to Landlord under said Lease, including any and all holdover periods or renewals or extensions thereof. Said guaranty shall include the payment of Landlord's expenses incurred in enforcing this Guaranty.

This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by Landlord to Tenant or by any amendment or modification of the Lease, or by Tenant's discharge in bankruptcy or by any assignment or subletting of the Lease. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of this Lease, including any defense that Tenant lacks sufficient legal capacity to enter into the Lease.

Any notice or demand to Tenant concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned. Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against Tenant before recovering hereunder from the undersigned, and neither the release of any guarantor or release of any security for Tenant's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released.

The undersigned acknowledges full knowledge of the terms and provisions of this Lease and hereby waives all rights which Guarantor may have under the Constitution and laws of the State of Georgia or any other State of the United States to have any personal property of Guarantor exempt from levy or sale or other legal process. This Guaranty shall be binding upon the heirs, personal representatives, and assigns of the undersigned, and inure to the benefit of Landlord's successors and assigns. Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty. Guarantor waives, to the extent permitted by law, the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. If we institute any legal proceedings against Guarantor to enforce this Guaranty and prevail in such action, Guarantor shall be liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action. Guarantor consents to the jurisdiction of, and venue in, any local or state court Baldwin County, Georgia. The Lease and this Guaranty shall be governed by and interpreted under the laws of the State of Georgia.

GUARANTOR(S) SIGNATURE(S) APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be signed, sealed and delivered on the _____ day of _____, 20_____.

GUARANTOR:

GUARANTOR:

Signature

Signature

Printed Name

Printed Name

Date

Date

Relationship to Tenant

Relationship to Tenant

Street Address

Street Address

City/State/Zip

City/State/Zip

Telephone/Cell Phone Number

Telephone/Cell Phone Number

State of _____
County of _____

State of _____
County of _____

I the undersigned, a notary public in and for the county in said state, hereby certify that before me personally appeared

I the undersigned, a notary public in and for the county in said state, hereby certify that before me personally appeared

_____,
whose name is signed to the foregoing instrument, and who is known to me, to be satisfactorily proven to be the person who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 20_____.

_____,
whose name is signed to the foregoing instrument, and who is known to me, to be satisfactorily proven to be the person who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 20_____.

Notary Public

Notary Public

(Affix Notary Seal)

(Affix Notary Seal)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this day of _____, 20____, by and between PIDMT, LLC("Landlord"), and the above-named Tenant, and the obligations of Tenant are guaranteed by the above-named Guarantor(s). For and in consideration of the rent to be paid and the Premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

I. Premises. During the Term, Landlord does hereby lease unto Tenant and Tenant hereby leases from Landlord a Bedroom ("Bedroom") in an apartment ("Apartment") in the apartment community known as THE BALDWIN (the "Community") with such specifications as are set out above in the General Terms. The Premises are not a specific Bedroom or Apartment within the Community, but rather the Bedroom that Landlord assigns Tenant from time to time in order to accommodate, to the extent possible, the interests and personal preferences of Tenant, other tenants, and the interests of Landlord. The term "Premises" refers to the Bedroom, together with the common areas of the Apartment (including a living area, kitchen area, utility area, and hallways). The rights granted to Tenant hereunder include the right (shared with tenants of other Bedrooms within the Apartment) to use common areas of the Apartment, as well as a non-exclusive license shared with other tenants of the Community in the Common Areas of the Community as set forth in Section 2 below. With at least seven (7) days' notice to Tenant, Landlord may relocate Tenant to another Bedroom in the Community, in which event Landlord shall assist Tenant in moving Tenant's personal property. Landlord will attempt to honor Tenant's request for a co-tenant assignment in a Bedroom or Apartment consistent with Tenant's expressed interest and personal preferences, but Landlord reserves the exclusive right in its discretion to make or change all Bedroom and Apartment assignments. The Term "Property" refers to the Premises, the Community and the real property on which the Community and all of the Common Areas thereof are located.

2. Common Areas. "Common Areas" shall refer to (i) all driveways, walkways, hallways, landscaped areas, and other common areas of the Property and (ii) and other recreational facilities on the Property ("Recreational Facilities"). During the Term (as hereafter defined), Landlord hereby grants Tenant a non-exclusive license to use the Common Areas, such usage to be in common with the usage by Landlord, Tenant, and other tenants in the Property and their respective guests and invitees. Landlord may impose such restrictions on the use of the Common Areas by Tenant and Tenant's guests and invitees as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to control entry to or upon the Common Areas by Tenant, Tenant's guests or invitees, furniture movers, deliverymen, solicitors, salesmen, or other third parties, and may revoke or limit the license herein granted to Tenant to use some or all of the Recreational Facilities upon due cause as determined by Landlord in its sole discretion. Landlord shall have the unrestricted right to increase, reduce, eliminate, relocate or change the site, dimensions, design, or location of the Common Areas or any other improvement in the Community from time to time in any manner whatsoever as Landlord shall deem appropriate. Tenant may use the Common Areas in a prudent, non-offensive, and non-dangerous manner and in compliance with the Rules and Regulations imposed by Landlord from time to time. Tenant must not maintain any video antennae or satellite dish in any Common Areas, including but not limited to the roof or exterior walls of the Apartment.

Tenant agrees that Tenant will be responsible for any damages to any Common Areas caused by Tenant or Tenant's guests or invitees. Tenant and Tenant's guests or invitees shall use the Recreational Facilities and Common Areas at their own risk.

3. Furnishings. Landlord will furnish the shared areas of the Apartment with the following: a washer and dryer, refrigerator, microwave, dishwasher, and oven/range.

4. **Term.** The term of this Lease ("Term") is set forth in the General Terms above, unless sooner terminated as hereinafter provided. This Lease continues regardless of whether Tenant moves or for any other reason Tenant is unable to continue occupancy of the Premises, and Tenant's (and Guarantor's) obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it.

The Term shall end at 11:59 p.m. of the last day of the Term as set forth on page one (1) of the General Terms; however, provided that Tenant is not then in default and continues to be, in Landlord's sole discretion, a suitable tenant for the Community, Tenant shall have the right to extend the Term to twelve (12) months and enter into a new lease agreement for the following year by providing written notice to Landlord in such form as Landlord shall require on or before the Renewal Option Deadline set out in the General Terms above. In the event that Tenant exercises the option to renew, the terms and conditions of the new lease agreement will be similar to the terms and conditions of this Lease, provided that the rentals and other charges payable to Landlord shall be adjusted to those offered by Landlord to similarly situated tenants for the applicable year. No renewal shall be effective until a new lease agreement is executed by Landlord and Tenant. In the event that Landlord in its sole discretion determines Tenant not to be a suitable tenant for a renewal Term, Landlord shall give Tenant notice thereof on or before the new lease term begins, and upon such notice, Tenant's right of renewal hereunder shall be terminated. Tenant understands that a renewal shall not entitle Tenant, or its successors or assigns, the right to have the Bedroom or Apartment refurbished prior to the beginning of the new lease term.

Tenant must promptly vacate the Premises at the end of the Term and remove all of Tenant's personal property there from and must not remain in possession after the end of the Term, whether the Term ends due to lapse of time or otherwise. At the expiration or termination of the Term, Landlord shall have the right to take such actions in accordance with Applicable Law (as defined in Section 38 hereof) as Landlord determines to be appropriate to take possession of the Premises.

5. **Rental.** Tenant shall pay to Landlord the Total Rent set forth in General Terms above by making the Periodic Payments set out in the General Terms above. The Periodic Payments shall be payable by Tenant to Landlord in advance without demand, abatement, or set-off, at the office of Landlord or such other place(s) as Landlord shall designate from time to time, punctually, on or before the dates set out in the General Terms above. All other sums due from Tenant to Landlord under this Lease or under any other written agreement between Landlord and Tenant related to Tenant's occupancy at the Community will be considered additional rent hereunder, and any payments made by Tenant to Landlord pursuant to this Lease, in Landlord's discretion, may be applied to any outstanding or delinquent additional rent or other sums due hereunder or under any other written agreement between Landlord and Tenant before being applied to delinquent Periodic Payments hereunder. Payment of any sums due from Tenant to Landlord under this Lease, including without limitation, Periodic Payments and additional rent, shall be made by wire transfer, check, cashier's check, money order or other traceable or negotiable instrument. Landlord shall not be obligated to accept cash payments.

Tenant acknowledges that the Total Rent is due even though the Term does not encompass a full 365 days, unless the Term is extended as set forth in Section 4 above. Tenant further acknowledges that the Periodic Payments are intended as payments of the Total Rent and, that payment of any Periodic Payments does not entitle Tenant to possession of the Premises for any period of time not included in the Term.

If Tenant holds over and fails to move out on or before the date and time required under this Lease, then, without limiting Landlord's remedies under Applicable Law and this Lease, Landlord may elect to consider Tenant a "holdover Tenant" and Tenant agrees, in such instance, that the rent due during the holdover period shall be one hundred (\$100.00) dollars per day until occupancy is redelivered to Landlord. Landlord's acceptance of rent or other amounts owed by Tenant during such holdover period shall not constitute a waiver of Landlord's right to terminate Tenant's possession under this Lease without advance notice. In addition to any rents due during the holdover tenancy, Tenant shall and does hereby indemnify and defend Landlord for any damages or liabilities incurred due to such holdover

(including consequential damages for Landlord's inability to lease or deliver the Premises to another tenant), and, at Landlord's option, Landlord may extend the Term for an additional one month by delivering written notice to Tenant or the Apartment while Tenant is still holding over. Holdover rents shall be immediately due on a daily basis in advance to Landlord. Nothing contained herein shall be construed as Landlord's consent to a holdover tenancy.

6. **Late Fees; Returned Checks.** If any Periodic Payment or other amounts due under this Lease or under any other written agreement between Landlord and Tenant related to Tenant's occupancy at the Community are not paid by the due date, Tenant shall pay a late fee which shall be the greater of \$50 or five percent (5%) of the amount due for each payment which is past due. There will be a \$35 service charge on all returned checks. Any late fees or service charges to be paid under this section shall be considered additional rent as and when they become due. Landlord may pursue any remedies available to it under this Lease or Applicable Law to recover such charges in the same manner Landlord may exercise its remedies for failure to pay rent if any check delivered to Landlord by Tenant is returned for insufficient funds, then Landlord may refuse payment by check thereafter and may require Tenant to make payment by cashier's check, wire transfer, or certified funds.

(Tenant Initials: _____)

7. **Electrical Service Utility.** Tenant is responsible for all utility charges for Premises for electricity. Tenant agrees to have all electrical utilities in his/her name immediately upon signing this agreement and promptly pay same when due. Tenant further agrees to pay and be responsible for any and all fees, deposits, etc. as required by the electrical utility provider in order to have the electric service turned on. Tenant acknowledges that continued occupancy of the Premises in which electrical service has been cut off is hazardous. Tenant agrees not to terminate, cut off, interrupt, or discontinue electrical utility service to the Premises. If Tenant fails to pay any electrical utility service bills charged for the Premises during your occupancy by the utility company and Landlord is held responsible for payment, you will pay as additional rent (collectible as rent) the amount of the utility bills, plus an additional service charge of \$50.00, together with any applicable service charges or penalties. Tenant's failure to make payment for electrical utilities in a timely manner is a substantial and material breach of the Lease and Landlord shall have the right to terminate this agreement immediately and to obtain possession of the Premises.
8. **Other Utility and Services.** Tenant shall pay all other utilities and service charges related to the occupancy of the premises as follows:

8.1 Water, Sewer, and Trash Service. Water, Sewer, and Trash services shall be included in the Total Rent Tenant pays to Landlord as set forth in the General Terms above.

8.2 Internet Service. Basic internet service, as defined by Landlord, shall be included in the Total Rent Tenant pays to Landlord as set forth in the General Terms above. Any upgrades, if offered by the internet service provider, to basic internet service will be the sole responsibility of Tenant and Tenant will contract separately and directly with said service provider.

8.3 Cable Television Service. Expanded Basic Cable service, as defined by Landlord and cable provider, shall be included in the Total Rent Tenant pays to Landlord as set forth in the General Terms above. Any additional channels or premium channels beyond Expanded Basic Cable, if offered by the cable service provider, will be the sole responsibility of Tenant and Tenant will contract separately and directly with said service provider.

8.4 Storage Units. If requested by the Tenant, Tenant shall be billed a monthly fee for the exclusive use of an assigned Storage Unit at The Baldwin. The monthly fee for the use of Storage Units at The Baldwin shall be as periodically published by Landlord. (Currently the monthly fee for a storage unit is \$20.00) Availability of storage units is limited to one (1) storage unit per Apartment. Fees are subject to change with thirty (30) days prior written notice and may be changed at Landlord's pleasure.

8.5 Parking Spaces. If requested by the Tenant, Tenant shall be billed a monthly fee for the assignment of a parking permit at The Baldwin. The monthly fee for a parking permit at The Baldwin shall be as periodically published by Landlord. (Currently the monthly fee for a storage unit is \$25.00) Availability of parking spaces is limited to one (1) parking space per Tenant. Fees are subject to change with thirty (30) days prior written notice and may be changed at Landlord's pleasure.

9. Interruption in Utility Services; Failure of Appliances. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the interruption of any utility service or the failure of or any defect in any equipment or appliance serving the Premises or the Community. None of the foregoing shall be construed as or constitute an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease except as provided by Applicable Law.

10. Inspection Lists; Damage to Property. Within five (5) days of the initial date of occupancy or upon delivery of possession of the Premises to Tenant, Landlord (or a representative of Landlord) and Tenant shall jointly inventory the condition of the Premises and sign a statement (the "Room Condition Report") detailing such condition and any furnishings described in Section 3 above that are not in the Suite or the Apartment at move-in. Tenant and Landlord then must sign the Room Condition Report, once it is mutually acceptable to the parties, and a copy will be given to Tenant. Upon execution of the Room Condition Report by Tenant, Tenant accepts the Premises as inventoried and agrees that those portions of the Premises which are accessible and available to Tenant are in acceptable condition.

Within seven (7) business days after the date of the termination of occupancy, (i) Landlord will inspect the Premises and compile a comprehensive Room Condition Report of any damage done to the Premises which is the basis for any liability of Tenant and the estimated dollar value of such damage and (ii) Tenant will have the right to inspect the Premises. Landlord and Tenant must sign the Room Condition Report. If Tenant refuses to sign the Room Condition Report, Tenant must state specifically in writing the items on the Room Condition Report to which Tenant dissents and must sign such Statement of Dissent. If Tenant fails to sign the Room Condition Report or a Statement of Dissent within two (2) business days after the date of the termination of occupancy, Tenant will be deemed to have approved the Room Condition Report. If Tenant terminates occupancy without notifying Landlord, Landlord may make a final inspection within a reasonable time after discovering the termination of occupancy.

In the event that Landlord determines, at any time during the Term, that Tenant is responsible for any damage to Tenant's Bedroom, Apartment, or the Property, then Landlord may make written demand on Tenant (and, at Landlord's discretion, Guarantor) for payment of the damages, and such payment will be due upon the due date of the next month's Periodic Installment Payment, or if this Lease has terminated, within thirty (30) days of receipt of Landlord's demand.

11. Community Fee. Tenant has paid to Landlord a Community Fee in the amount set forth above The

Community Fee is a non-refundable, annual fee and shall be payable in addition to and shall not be applied to the Total Rent or the Periodic Payments.

12. **Use and Conduct.** Tenant may use and occupy the Premises for residential purposes only. Tenant may not conduct any commercial enterprise at the Property. Tenant shall cooperate and adjust to the concept and requirements of living in a downtown residence environment and shall not allow any disruptive behavior or conduct at the Property or any nuisance at the Property. Tenant may not have any handgun, firearm, or weapon of any type, or any explosive flammable or hazardous substance, or anything else of a dangerous nature at the Property. In the event Tenant violates the immediately preceding sentence, Tenant shall be in immediate default hereunder, and Landlord may exercise its rights hereunder (including the right to evict the Tenant) without notice or cure, to the extent permitted by Applicable Law. Tenant may not allow the misuse of alcoholic beverages in violation of Applicable Law or the Community rules and regulations, or the possession, use, sale, or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens, or other similar known harmful or habit-forming drugs and/or chemicals at the Property or at the Community by Tenant or Tenant's guests. Tenant may not smoke or allow its guests to smoke in the Premises or any indoor portion of the Community.

13. **Tenant's Obligations.** In addition to the other obligations of Tenant under this Lease, during the Term, Tenant must:

- a) use the Premises for residential use only and in a manner so as not to disturb Tenant's neighbors;
- b) not use the Premises for any unlawful or immoral purposes or occupy the Premises in such a way as to constitute a nuisance;
- c) keep the Premises, including, but not limited to, all plumbing fixtures, facilities, appliances, and yards used by Tenant in connection with the Premises in a clean, safe, sanitary, and presentable condition and as required by Applicable Law;
- d) comply with any and all obligations imposed upon Tenant by applicable building and housing codes and all other Applicable Law;
- e) dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste, and other refuse;
- f) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities, fixtures and appliances, if any, furnished as a part of the Premises (Tenant shall be liable to Landlord for any damages caused by Tenant's failure to comply with this requirement);
- g) not deliberately or negligently destroy, deface, damage, or remove any part of the Property (including all facilities, equipment, furniture, appliances, signage and fixtures) or permit any person, known or unknown to Tenant, to do so;
- h) not create a nuisance or common waste;

- i) be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the Property, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of Landlord or its agent or of third parties not invitees of Tenant, and natural forces;
- j) permit Landlord or its agent to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and Tenant's compliance with the terms of this Lease; and (2) making such repairs, alterations, improvements, or additions thereto as Landlord may deem appropriate;
- k) not abandon or vacate the Premises during the Term;
- l) not engage in drug-related activity at the Property, or allow anyone else to engage in drug-related activity at the Property with the knowledge or consent of Tenant;
- m) maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device;
- n) not engage in any activity at the Property that is imminently hazardous to the physical safety of other persons on the Property; and
- o) upon termination and vacation, restore the Premises to their initial condition except for reasonable wear and tear or conditions caused by failure of the Landlord to comply with its obligations under Applicable Law.

Tenant must at all times act in such a manner as not to cause risk of bodily harm, property damage or disruption to other tenants of the Community, their guests or invitees, or to Landlord, its employees, guests or invitees. In the event that, in the reasonable discretion of Landlord, Tenant shall engage in conduct that poses a risk of bodily harm, property damage or disruption to other tenants of the Community, their guests or invitees or to Landlord, its employees, guests or invitees, Landlord may declare Tenant in default and exercise its remedies under the terms of this Lease and under Applicable Law.

Tenant must at all times act in such a manner as not to cause risk of bodily harm to Tenant. In the event that, in the discretion of Landlord, Tenant shall engage in conduct that poses a risk of bodily harm to Tenant, Tenant agrees that Landlord, its agents and employees, may take action as Landlord shall deem to be necessary in its sole discretion to prevent harm to Tenant, including but not limited to contacting the parents or family of Tenant, school officials, or other persons, and making such disclosures as Landlord deems necessary or desirable to prevent harm to Tenant; provided nothing herein shall result in a duty on the part of Landlord to contact any person whatsoever or to otherwise prevent Tenant from causing bodily harm to Tenant. All parties hereto acknowledge that Landlord shall not stand in loco parentis?? with respect to Tenant and Landlord shall have no duties for the care and well-being of Tenant (such as duties to obtain or provide medical treatment or psychological counseling).

14. Permitted Occupants. Tenant must not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the other persons to whom the shared living area has

been assigned by Landlord.

15. **Rules and Regulations.** Tenant, Tenant's guests and invitees, must comply with and abide by all of Landlord's existing rules and regulations, as amended from time to time, and such future reasonable rules and regulations as Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection therewith (the "Rules and Regulations"), subject to any advance notice or consent requirements that may be imposed by Applicable Law. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a default under this Lease giving to Landlord all the rights and remedies herein provided. Violation of the Rules and Regulations may also subject Tenant to certain fines and other charges, each of which is considered as additional rent due under this Lease, and shall be due and payable on the 15th day of the next calendar month after the date of assessment. (In the event of conflict between the provisions of this Lease and the Rules and Regulations, this Lease shall govern.) The current Rules and Regulations are attached to this Lease as an Addendum.

16. **Pets.** Tenant must not permit, without Landlord's consent, any pet or animal, even temporarily, to be anywhere on the Property, except animals assisting disabled or handicapped persons. For animals allowed by this section or otherwise allowed by Landlord, Tenant agrees to execute a Pet Agreement in the form required by Landlord. Except as set forth in this section, if Tenant is found to have a pet on the Property at any time, without the written consent of Landlord, then Tenant shall be in default and Landlord shall have the right to exercise its remedies under this Lease and under Applicable Law, including without limitation, the right to terminate this Lease. By initialing in the space below, Tenant agrees that it does not intend to, and shall not, have a pet at the Apartment at any time during the Term.

(Tenant Initials: _____)

17. **Alterations.** Tenant shall not make any alterations, additions, or improvements in or to the Premises or paint or decorate (including the hanging of plants, pictures, mirrors, etc., from the ceilings or walls) the Premises without Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by Landlord. All such work shall be done at Tenant's expense and at such times and in such manner as Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by Landlord or Tenant, shall become the property of Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

18. **Tenant's Insurance.** Tenant assumes all risk of loss or damage to Tenant's property within the Property which may be caused by water leakage, fire, windstorm, explosion, acts of God or other cause, or by the act or omission of any other tenant at the Property, its guests and invitees. Tenant shall be responsible for insurance of all of Tenant's personal property located or stored upon the Premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE TENANT'S OWN INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES. Tenant acknowledges that Landlord does not have insurance coverage on the personal possessions of Tenant whether located in the Bedroom, Apartment, or Common Areas.

(Tenant Initials: _____)

19. **No Assignment or Sublease.** Tenant shall not sublease the Premises or assign this Lease without Landlord's prior written consent which consent may be withheld or granted in the sole discretion of Landlord.
20. **Acceptance of Premises.** Tenant acknowledges that Tenant has inspected the Premises and Tenant agrees that the Premises and any Common Areas used in connection with them are in a safe, fit, and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances furnished with the Premises are in good and proper working order, except as set forth in the Room Condition Report. Tenant also acknowledges that no representation as to the condition or state of repair of the Premises has been made.
21. **Maintenance and Repairs.** Landlord will be responsible for all repairs and maintenance to the Premises, with the exception of (i) any repairs necessitated by the wilful or negligent acts or omissions of the Tenant or its guests or invitees; (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which will be the responsibility of Tenant and (iii) the replacement from time to time, as needed, of light bulbs in the Premises with compact fluorescent light bulbs, which will be the responsibility of Tenant. Tenant must promptly notify Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. Tenant must keep the Premises and the items furnished by Landlord in good and clean condition. Landlord may require advance payment of repairs or replacements for which Tenant is responsible under this Lease. Tenant must promptly reimburse Landlord for all costs for necessary repairs or replacements to the Property, the Premises or any of Landlord's furnishings, equipment or personal property that are necessitated by Tenant's or its guests' or invitees' intentional act, negligence, or misuse or any damage (other than ordinary wear and tear) caused by Tenant or its guests or invitees, and such charges will be deemed additional rent hereunder.

Tenant must promptly notify Landlord, or its agent, in writing, of the need for any repairs to the Premises which are necessary to maintain the Premises in tenantable condition or otherwise to comply with Landlord's obligations under this Lease. Landlord will, upon actual receipt of such notification, act with reasonable diligence in making such repairs, and this Lease will continue. Rent will not be abated prior to completion of the repairs; provided, that Landlord may require Tenant to pay any money due from Tenant for repairs or replacements necessitated by the intentional act, negligent act, or misuse of the Property or any items furnished by Landlord by Tenant or Tenant's guests or invitees, prior to making such repairs. Landlord may temporarily interrupt utility services to the Premises to avoid damage to any portion of the Property or to perform maintenance to any portion of the Property.

22. **Right of Entry.** Tenant hereby agrees that Landlord, subject to the requirements of Applicable Law, can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Tenant; (c) at times scheduled with Tenant to show the Premises to prospective tenants, lenders, or purchasers; (d) if Tenant defaults under this Lease; and (e) if Tenant abandons the Premises.
23. **Default.** Time of rent payment is of the essence. In the event a Periodic Payment or any other amount due from Tenant to Landlord is not received by Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute a default. If any rent or other sums due from

Tenant to Landlord is unpaid when due, Landlord may provide Tenant with written notice of nonpayment and Landlord's intention to terminate Tenant's rights under this Lease. If Tenant fails to pay the rent or other sum(s) within seven (7) days of receipt of notice, then Tenant shall be in default and Landlord may exercise its remedies under this Lease and under Applicable Law.

In the event Tenant shall fail to perform any other duty or condition of this Lease within fourteen (14) days after having received written notice from Landlord to do so (specifically excepting when notice is given for non-payment of rent, which shall require only seven (7) days' written notice, and except as otherwise specifically provided in Section 12 above), then Tenant shall be in default and Landlord may exercise its remedies under this Lease and under Applicable Law. If Tenant is in default hereunder and Landlord exercises its right of eviction, this Lease is not terminated and will be terminated only upon the express release of Tenant by Landlord or the re-leasing of the Premises by Landlord. Otherwise, rent will be due for the full Term after eviction or abandonment.

24. **Abandonment.** Abandonment of the Premises shall constitute a default under this Lease. Landlord, in its sole discretion, shall have the right to determine when the Premises are abandoned. Tenant agrees abandonment of the Premises shall include, but is not limited to, any one of the following: the removal of personal property other than in the usual course of continuing occupancy; early move-out under any circumstance; the failure to pay Periodic Installment Payments or other charges; discontinuance of any utility service; and failure to respond to any notices, phone calls, or correspondence from Landlord.

25. **Landlord's Remedies.** If Tenant is in default under the terms of this Lease, Landlord shall have all remedies available under Applicable Law and in equity, including, without limitation, the right to terminate this Lease. If Tenant is in default hereunder, Landlord, subject to the requirements of Applicable Law, shall have the right to enter upon the Premises without terminating this Lease and to rent the Premises. Upon any re-entry pursuant to this section, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises as provided in the section entitled "Disposition of Personal Property." Notwithstanding that Landlord has re-rented the Premises, Tenant shall be liable for the difference, if any, between the rental provided for herein for the remainder of the Term and rents actually received by Landlord upon re-letting the Premises in accordance with this section.

If Tenant abandons the Premises and Landlord does not terminate this Lease, Landlord shall use reasonable efforts to mitigate Tenant's damages by finding a new tenant not already leasing at the Community (provided, however, that Landlord shall have no obligation to put such a new tenant in the Premises prior to putting said tenant in another vacant room in the Community). In addition, if Tenant finds a suitable new tenant not already leasing at the Community to move into the Premises, Landlord shall apply the rent paid by the new tenant against the rent and other charges otherwise due under this Lease. In no event will Landlord be obligated to pay Tenant any excess credit amounts.

If Tenant fails to comply with Tenant's obligations to maintain the Premises either in this Lease or as required by Applicable Law, Landlord may enter the Premises, cause the necessary work to be performed and send to Tenant an invoice for the cost of such work, all in accordance with Applicable Law. Tenant shall pay to Landlord the cost of such work as reflected in Landlord's invoice within thirty (30) days of receipt of Landlord's invoice.

26. **Disposition of Personal Property.** Upon the surrender or abandonment of the Premises, or on

termination of this Lease by lawful eviction or expiration of the Term, Landlord shall not be liable or responsible for storage or disposition of any personal property remaining on the Premises that belonged to Tenant or Tenant's guests. Any such personal property shall be deemed abandoned and title shall vest in Landlord and Landlord shall be entitled to dispose of any such personal property in any manner that it deems fit in accordance with Applicable Law. To the extent allowed by Applicable Law, Landlord shall have a lien for unpaid rent against Tenant's personal property in the Premises and may seize such personal property in accordance with the provisions of Applicable Law. Landlord shall be entitled to recover from Tenant the expenses incurred by Landlord in connection with handling, storing or otherwise disposing of Tenant's personal property.

27. **No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Tenant shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert its rights. No surrender of the Premises by Tenant delivering the keys to the Premises shall operate to release Tenant of or from any obligations hereunder unless or until expressly agreed by Landlord in writing.
28. **Eminent Domain.** Landlord shall have the option to terminate this Lease if the Property, or any part thereof, is condemned or sold in lieu of condemnation or if compliance with applicable building or housing codes requires an expenditure which, in Landlord's reasonable opinion, is uneconomical.
29. **Damage or Destruction of Premises.** If, in the opinion of Landlord, the Premises or Property should become untenantable during the Term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to terminate this Lease, or move Tenant to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Tenant or Tenant's agents, guests, or invitees, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease or does not furnish Tenant with similar accommodations within the Property except as otherwise provided by Applicable Law. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenant or Tenant's agents, guests, or invitees, then Tenant and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear. The rights of Landlord set forth in this paragraph are subject to any rights of Tenant under Applicable Law.
30. **Tenant's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Tenant and whether for breach or otherwise, Tenant shall: (1) pay all utility bills due for services to the Premises for which Tenant is responsible; (2) vacate the Premises, removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves (including changing out drip pans), and sinks, removing therefrom all rubbish, trash, and refuse; (4) make any repairs required of Tenant pursuant to Section 21 above and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, to the same condition as when the Premises were delivered to Tenant, ordinary wear and tear excepted; (5) employ a professional cleaning service to clean all floors; (6) fasten and lock all doors and windows; (7) return to Landlord the keys to the Premises; (8) comply with the requirements regarding the Room Condition Report described in Section 10 above; (9) notify Landlord of the address where future notices may be delivered to Tenant; and (10) comply with all other checkout procedures required by Landlord.

31. **Notice.** Notice to Tenant for non-payment of rent or other sums due from Tenant to Landlord shall be effective when hand delivered or mailed to Tenant or posted on an exterior door of the dwelling unit. In all other cases where written notice to Tenant is required, even if there is notice by posting, there shall also be a mailing of the notice by first class mail or hand delivery of the notice to Tenant. The date of posting shall be included in any notice posted, mailed, or hand delivered and shall constitute the effective date of notice. A posted notice shall be affixed to a door by taping all sides or placed in a fixture or receptacle designed for notices or mail.

Where written notice to Landlord is required, it shall be mailed or otherwise delivered to the place of business of Landlord set forth on the first page of this Lease or at any other place designated by Landlord as the place for receipt of the communication.

32. **Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable, or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.

33. **Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions, reservations, encumbrances and rights of way legally affecting the Property.

34. **Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective heirs, legal representatives, successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by Landlord and Tenant.

35. **Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

36. **Construction of Lease.** Landlord and Tenant hereby waive the application of any rule of law which otherwise might construe certain terms or provisions of this Lease more strictly against the party who prepared it.

37. **Applicable Law.** This Lease is entered into in the State of Georgia, and the rights and obligations of Landlord and Tenant hereunder are subject to all applicable local, state and Federal laws, statutes, regulations and ordinances, as amended and in effect from time to time ("Applicable Law"). If any provision of this Lease held to be invalid or unenforceable under Applicable Law, then such provision shall be deemed to be amended so as to be in conformity with Applicable Law, and the validity and enforceability of the remaining provisions of this Lease shall not be affected hereby. In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed. Further, venue for any and all actions between the parties arising out of this Lease Agreement shall lie in the Courts of Baldwin County, Georgia.

38. **Rental Application.** In the event Tenant has submitted a Rental Application in connection with this Lease, Tenant acknowledges that Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages resulting therefrom.

39. **Tenant's Creditworthiness; Parental or Sponsor Guaranties.** Unless Landlord determines Tenant to be independently creditworthy according to the criteria established by Landlord in its discretion, before it accepts this Lease, Landlord may require a guarantee of Tenant's obligations signed by third parties deemed by Landlord to be creditworthy, such as Tenant's parents or other sponsor, in the form of the Guaranty of Lease attached to this Lease.

If Tenant delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies.

40. **Subordination to Liens.** This Lease and Tenant's leasehold interest are and will be subject, subordinate and inferior to (i) any lien or encumbrance now or hereafter placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any property owners' association affecting the Property.

41. **Disclosure of Manager and Landlord's Agent.** Unless and until Tenant is otherwise notified by Landlord, (1) _____, with an address of _____, is authorized to manage the Community on behalf of Landlord and (ii) _____, with an address of _____, has been designated as Landlord's agent for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

42. **Waiver of Exemption.** As part of the consideration for this Lease, and for the purpose of securing to Landlord prompt payment of the Total Rent required herein and other costs, fees and damages to which Landlord may be entitled under Applicable Law, Tenant hereby waives all rights which Tenant may have under the Constitution and laws of the State of Georgia or any other State of the United States to have any personal property of Tenant exempt from levy or sale or other legal process.

43. **Attorney's Fees.** In the event suit should be brought for recovery of the Premises, or any sum due hereunder, or because of any act which may arise out of possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee of FIFTEEN (15%) PERCENT of any sums due.

44. **Time of Essence.** Time is of the essence of this Agreement.

45. **Strict Performance.** The failure of Landlord to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this lease, shall not be construed

as a waiver of such covenant, condition, or option in any other instance.

RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Tenant and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of tenants of the Community, tenants' guests and invitees, and Landlord, for the purpose of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving the property of the Community from abusive treatment.

1. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about the Community. Tenants are requested to notify Landlord of any such activity.
2. Tenant must not hang or erect anything on or about the interior or exterior of the Apartment or the Community, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Apartment or the Community except as provided in this section without the prior written consent of management. Tenants are encouraged to use good taste when decorating. Tenant must secure posters to walls using push pins or thumb tacks. Tenant must secure framed pictures and heavy wall hangings using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Tenants should seek assistance from the Community maintenance staff if tenants have any questions. Tenant must keep all interior and exterior doors of the Apartment and the Community free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, Tenant must not place posters or flyers on exterior building walls, windows, or doors.\
3. Tenant must not bring pets or any animals onto the premises of the Community without the express written consent of the Landlord. Pet prohibitions apply to all mammals, reptiles, birds, fish, and insects. Notwithstanding the foregoing nothing herein shall be construed to prohibit animals assisting disabled or handicapped persons (such as seeing eye dogs) in the Community. In the event of a violation of this rule, a \$100 administrative charge will be assessed against the Tenant, and Landlord, at its discretion, may declare the Tenant in default. In the event of a subsequent violation, a \$200 administrative charge will be assessed against Tenant and the Landlord will declare the Lease to be in default. Pets or animals must be removed from the premises immediately. Landlord may remove any unauthorized pet or animal if one day's written notice of intent to remove the pet or animal is left in a conspicuous place in the Apartment. Landlord may turn the pet or animal over to a humane society or local authority without liability to Tenant, or to any guest or invitee of Tenant.
4. Tenant must use fire warning devices and safety equipment only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, tenants are to vacate the Premises immediately. The Community staff will notify tenants when they are allowed to return to the Premises. Tenants who do not vacate their Apartment during a fire alarm are subject to disciplinary action. The intentional sounding of art alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in the Premises for proper operation and working batteries. Tenant must periodically test batteries in the smoke detectors and replace batteries in the smoke detectors as needed. Tampering or altering smoke detectors (which expressly does not include testing and

replacing batteries in the smoke detectors as required herein) or failing to replace the batteries if Landlord is subsequently required to replace the batteries, will result in a \$50.00 administrative charge assessed against Tenant. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.

5. Tenant must not store or use barbecue grills in or on any building, walkway, stairway or balcony. Landlord may dispose of any grills found at the Premises.
6. Tenant must not use any candles in the Premises.
7. The following items are prohibited in the Community:
 - a. Decals and stickers (with the exception of security ID stickers).
 - b. Construction barriers, street signs, newspaper machines, etc.
 - c. Darts, dart boards, and liquid-filled furniture.
 - d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
 - e. Firearms, fireworks, and dangerous weapons including, but not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nunchucks, switchblades, explosives, and dangerous chemicals.
 - f. Major appliances not provided by management (such as washers, dryers, dishwashers, etc.).
 - g. Aerials, masts, and other short wave radio transmitting equipment.
 - h. Live-cut Christmas trees.
 - i. Drug paraphernalia including, but not limited to, bongos, hash pipes, blow tubes, and water pipes. If prohibited items are observed in an apartment, the items may be confiscated and such possession by Tenant will constitute a default by the Tenant and entitle Landlord to exercise its rights and remedies hereunder.
 - j. Motorcycles, motor scooters, mopeds, or other internal combustion engines other than in designated parking areas.
8. Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet, and microwaves not exceeding 600 watts are permitted. Tenant must not use space heaters and other heating devices in the Premises.
9. Dehumidifiers in all rooms, if equipped, must remain in the on position and placed on low and set to "5" at all times.
10. Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family, and Tenant's guests must at all times conduct themselves in an orderly manner, and must not engage in any loud or offensive behavior or otherwise disturb the comfort or quiet enjoyment of the other tenants. Tenants will be held responsible for the conduct of their visitors and guests. The privacy and right to normal use of the Premises by Tenant's roommate must be respected by Tenant when entertaining visitors and guests.
11. It is understood that Tenant may have visitors or guests from time to time, but Tenant

expressly understands that occupancy of the Premises is limited to Tenant and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Tenant's room or Bedroom as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed four (4) days. In recognition that the Premises are primarily for Tenant's occupancy relative to Tenant's enrollment at a college, university or other educational institution, Tenant may not request permission for a guest to stay in Tenant's room beyond two (2) consecutive days any more than four (4) times during the Lease Term. Tenant's failure to observe the above requirements will constitute a default by the Tenant and entitle Landlord to exercise its rights and remedies hereunder.

12. Tenant must turn down the volume of all radios, televisions, stereo equipment, and any other appliances or items which generate noise or sound, to a level that does not annoy or interfere with the quiet enjoyment of the other tenants.
13. Tenant must not play any percussive or electronically amplified musical instruments in the Premises or at the Community unless a part of scheduled student activities in common areas organized or consented to by the Community management or staff. Tenant may play non-electronically amplified acoustic instruments in the Premises or at the Community at a level that does not annoy or interfere with the quiet enjoyment of the other tenants.
14. Tenant must not use incense or other odor producing items in or about the Premises. It is understood by Tenant that offensive noises and odors are expressly prohibited.
15. Tenant must not obstruct driveways, sidewalks, courts, halls, entry passages, stairs, or other public areas at any time. Tenant must park and store bicycles only in the areas provided for bicycle parking. Tenant must not chain bicycles to any exterior railings, trees, light poles, or any other structure. Landlord may remove bicycles from such areas, and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord will not be liable for damage or loss of any bicycles.
16. Tenant must not construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
17. All tenants must comply with QUIET HOURS and COURTESY HOURS in the Community as posted, and must comply with all rules and regulations as posted from time to time for use of the recreational areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by a tenant of the Community.
18. Tenant must obtain the prior written consent of the Community management or staff before planning any party.
19. The decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Under no circumstances shall the consumption of alcohol take place or any open container of alcohol be permitted in the Community except inside the

apartments or such other place as expressly permitted by Landlord.

20. Tenant must not obstruct windows or doors. Tenant must not place foil or other similar materials over windows. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Tenant removes or damages the window screen, a charge of \$25.00 will be imposed for each offense, in addition to any cost incurred by Landlord in repairing or replacing the window screen, and Tenant must make such payment within ten (10) days from date Tenant receives notice of the charge.
21. Tenant must place all trash and refuse in parking lot dumpsters provided by Landlord and must not leave any trash or refuse in the Premises or in any of the common areas, hallways, or similar places in the Community. Tenants **MUST NOT** deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Tenants must deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by Tenant for any refuse which is left outside Tenant's unit, placed in litter receptacles, or left elsewhere on the property.
22. Tenant must clean and maintain the Apartment in a sanitary and safe condition.
23. Parking is by permit only in specified areas as determined by Landlord. Tenant must park in accordance with any Community parking rules as established by Landlord from time to time and communicated to Tenant. Failure to comply with such parking rules will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Tenant must not perform repairs or maintenance (including changing of oil or changing tires) on vehicles at the Community. Tenant must not wash cars at the Community unless designated at a specific time and area by management. Vehicles deemed inoperable or in disrepair by management may be removed at Tenant's cost if one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle. Landlord will not be responsible for injury or damage to Tenant's person or property as a result of use of motor vehicles by persons other than Landlord or its employees.
24. Tenant must not remove any furniture belonging to Landlord from public areas or apartments. Removal of such furniture will be considered disorderly conduct or theft, and the person or persons responsible may be subject to charges for replacement, fines or other disciplinary actions.
25. At certain times if a Tenant is accompanied by a guest, the guest must surrender valid ID and sign in before entry.
26. Tenant must not alter, change or add locks to the Premises under any circumstances. Keys are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Tenant must not duplicate keys. Tenant must reimburse Landlord for Landlord's costs for replacing any damaged key, or, in Landlord's sole discretion, for re-keying the entire Apartment due to a lost key. Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Tenants will be instructed to exchange keys at the leasing office. In the event of any missing apartment

keys, the responsible Tenant must pay for the lock change of the entire Apartment.

27. Tenant must not participate in recreational or sporting games in any form in the buildings, breezeways, balconies or parking lots.
28. No storage for unwanted furniture is available. Tenants will be responsible for returning furniture belonging to Landlord to its original position prior to checkout. Tenant must not remove from the Premises or the Community at any time furniture belonging to Landlord.
29. The Community is a smoke free facility. Smoking is not allowed in any areas, including the Bedroom and Apartment, unless otherwise designated by Landlord.
30. Baby-sitting is not allowed in the Community with the exception of the children of tenants in the Community. Tenant must not conduct any commercial or business activity within the apartment units.
31. Tenant must not use, sell or distribute illicit drugs at the Community. Tenants or guests caught using or soliciting drugs will be turned over to the criminal or university authority. Tenants or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction. For the protection of all tenants, Landlord may employ the use of contraband inspection services utilizing contraband detection canines as a means of enforcing the Lease's prohibition against drugs and/or weapons. Drug dogs may be used periodically in the Community to the extent permitted by Applicable Law.
32. Tenant must not gamble anywhere at the Community.
33. Hazing by any club, group, organization or individual is strictly forbidden. Tenant must not engage in any hazing activities. Hazing includes any act (i) that subjects a person to bodily damage or physical harm or the likelihood of bodily damage or physical harm, or (ii) that requires, encourages, authorizes or permits a person to be subjected to any activity that is degrading, or (iii) that constitutes hazing under Applicable Law.
34. All signs, posters, or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.
35. Washers and Dryers are for tenants' use only.
36. Tenant must not throw, drop, or suspend any object from windows and balconies in the Community. Tenants who throw, drop, or suspend any objects, including but not limited to Frisbees, balls, paper gliders, etc., may be subject eviction.
37. Tenant must observe quiet hours Sundays through Thursdays from 10:00 p.m. until 10:00 a.m. the next morning and Fridays and Saturdays from 12:00 midnight until 10:00 a.m. the next morning.
38. Tenant and guests of Tenant must abide by any rules and regulations for any common areas established by Landlord from time to time and communicated to Tenant. Tenant and guests acknowledge that Landlord shall have no obligation to supervise use of any

common areas, and that Tenant assumes all risks of use of such facilities by Tenant and/or any guest of Tenant.

EXCEPT AS TO ADMINISTRATIVE CHARGES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE AN ADMINISTRATIVE CHARGE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE OR AVAILABLE UNDER APPLICABLE LAW. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL. WITHOUT LIMITING THE FOREGOING, LANDLORD MAY, IN ITS SOLE DISCRETION, LIMIT OR REVOKE THE PRIVILEGES OF ANY TENANT TO MAKE USE OF ANY COMMON AREAS (SPECIFICALLY INCLUDING RECREATIONAL FACILITIES) UPON TENANT'S VIOLATION OF ANY OF THESE RULES AND REGULATIONS.

TENANT ACKNOWLEDGES THAT TENANT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT AND TENANT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. TENANT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO THE COMMUNITY AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE SO LONG AS LANDLORD COMPLIES WITH ANY NOTICE OR CONSENT REQUIREMENT THAT MAY BE IMPOSED BY APPLICABLE LAW. SPECIFIC RULES FOR THE USE OF CERTAIN AMENITIES OR FACILITIES ON THE PREMISES AND PROPERTY MAY BE POSTED BY LANDLORD AT SUCH FACILITIES , OR OTHER AMENITY LOCATION, AND TENANT AGREES TO ABIDE BY SUCH RULES AND REGULATIONS SO POSTED AS IF THEY WERE SET FORTH HEREIN. TENANT FURTHER ACKNOWLEDGES THAT THE RULES AND REGULATIONS ARE ESTABLISHED BY LANDLORD FOR THE GOVERNANCE OF TENANTS AND THEIR GUESTS WITH THE INTENT TO PRESERVE THE RIGHTS AND PRIVILEGES OFFERED BY THE COMMUNITY TO ITS TENANTS.