

TENANT LEASE AGREEMENT
BASIC TERMS:

DATE OF LEASE: «lease_generated_on»

Landlord: Article New Haven, LLC

Tenant(s): «responsible_applicant_names»

Tenant 1, Tenant 2 (if applicable), Tenant 3 (if applicable) and Tenant 4 (if applicable) are hereinafter jointly, severally and collectively referred to as the "Tenant".

Landlord and Tenant enter into and accept this Tenant Lease Agreement (this "Lease"), pursuant to which Landlord agrees to rent to Tenant, and Tenant agrees to rent from Landlord, that portion of the residential unit at the Property specified below (the "Unit"), on the following Conditions:

This Lease has joint Rent (as hereinafter defined) responsibility. This means that Tenant 1, Tenant 2 (if applicable), Tenant 3 (if applicable) and Tenant 4 (if applicable) are responsible for payment of the full amount of Rent and all fees and deposits stated below, as well as all other obligations under this Lease, including obligations concerning treatment of and care of the Unit and all furnishings.

PROPERTY:

Landlord agrees to rent to Tenant the following Unit at:

- a. Apartment Property: Landlord's property located at 108 Orange Street / 848 Chapel Street, New Haven, CT 06510 . (i.e., The Archive ,)
- b. Unit: Tenant's specific Building and Unit will be assigned to Tenant by Landlord prior to the Starting Date (as hereinafter defined) of the Term (as hereinafter defined).
- c. Address of Building: The Archive, 108 Orange Street / 848 Chapel Street, New Haven, CT 06510
- d. Desired Unit & Floor Plan Description: «floor_plan_name» Unit #: «unit_number»

TERM: "Starting Date" of Lease Term: «lease_start_date» "Ending Date" of Lease Term: «lease_end_date»

- a. The term of this Lease shall commence at 12:00 p.m. on the Starting Date and shall end at 8 a.m. on the Ending Date. This period is referred to as the "Lease Term" or the "Term."

FEES: In addition to paying Rent, Tenant agrees to pay Landlord the following NONREFUNDABLE fee(s):

- a. Application Fee: «primary_application_charge_total» (The Application Fee is not refundable for any reason)
- b. Administration Fee: \$«rate_application_completed 1 137254» (The Administration Fee is not refundable for any reason)

RENT: The base rent, and any additional fees or charges payable by Tenant will be referred to as "Rent". The total Rent due for this lease Term is «student_lease_total_lease_term_rent» and Rent will be due and payable in «lease_term_months» equal installments, without offset or deduction, and Tenant agrees to pay Rent as outlined below.

DUE DATE (ON THE FIRST OF):	INSTALLMENT AMOUNT:
«payment_schedule_month»	«payment_schedule_total»

ADDITIONAL TERMS AND AGREEMENTS: Additional Terms and Agreements, as well as Exhibits, are attached as subsequent pages to this Lease. This Lease consists of these Basic Terms, the Additional Terms and Agreements, and the Exhibits.

SIGNATURES AND ACCEPTANCE OF CONTRACT: This Lease and any addenda may be signed in counterpart signatures. The Lease application is incorporated into and deemed a part of this Lease. If there are any conflicts between this Lease and the application, then this Lease shall control. Landlord and Tenant agree to each and every term and condition in this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT BY SIGNING BELOW, TENANT INTENDS FOR THIS LEASE TO CONSTITUTE (AND THIS LEASE DOES CONSTITUTE) A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT.



ADDITIONAL TERMS AND AGREEMENTS AND EXHIBITS FOLLOW THIS PAGE

ADDITIONAL TERMS AND AGREEMENTS:

The following additional terms and covenants are incorporated into the Lease for the Unit named above, and are hereby deemed agreed to and accepted by Landlord and each and every Tenant (each, "Tenant") whose signature appears on the foregoing page. Any and all references herein to "Tenant" shall, in the case of a multiple-bedroom Unit, apply equally and collectively to every Tenant of the Unit.

1. PROPERTY AND OCCUPANTS

The "Property" is defined as including each of the following:

- a. Tenant's shared use of the Common Areas (as hereinafter defined) in the Unit and the Apartment Property (for purposes of this Lease, "Common Areas" are those areas within the Unit to which Tenant has access without going into another bedroom and, within the Apartment Property, those areas to which all Tenants have general access);
- b. Tenant's use of all appliances and furniture within the Common Areas of the Unit;
- c. If the Unit is furnished: Tenant's sole (if bedroom is private) or shared (if bedroom is shared) use of Tenant's furniture within Tenant's bedroom; and
- d. Tenant's shared use of the mailbox assigned to Tenant by Landlord.

Landlord has the right to relocate Tenant to another Unit of comparable floor plan style, bedroom type and level, if available, within the Apartment Property. In the event that Landlord must relocate Tenant, Landlord agrees to exercise best commercial efforts to relocate Tenant to a comparable Unit. Tenant acknowledges and agrees that Landlord cannot guarantee that Landlord will relocate Tenant to a comparable Unit type. In the event Tenant is relocated to a different Unit type with lower market rent, the Rent will be modified to the market rent for such Unit type at the building.

Tenant hereby acknowledges that roommate compatibility is the sole and exclusive responsibility of Tenant. In the event Tenant requests a room reassignment, Landlord will use reasonable efforts, but is under no obligation, to accommodate the request. All requests for room reassignment must be provided to Landlord in writing on the forms provided by Landlord. In the event that Tenant's request for a room reassignment is accommodated, Tenant will be responsible for a reassignment charge as set forth on the attached Terms and Conditions page (the "Terms"), which is hereby incorporated into and made a part of this Lease.

2. UP-FRONT FEES

Unless otherwise indicated on the Terms page, no "Fee" described on the first page of this Lease is a "security deposit" or any other type of deposit, no such fee is refundable for any reason, and no interest will be payable thereon. There is no security deposit required in connection with this Lease, unless indicated on the Terms page. Any major damage to the Unit beyond ordinary wear and tear (including, without limitation, large holes in walls, broken or damaged fixtures or appliances, or tears/cracks or other significant damage to flooring) may subject Tenant to additional financial obligations to Landlord that survive the Term of this Lease, such obligations being understood and accepted by Tenant. Notwithstanding anything herein to the contrary, Tenant expressly and unequivocally acknowledges that Tenant is bound by all the conditions and obligations of use of the Unit that are imposed by this Lease, including its Addendums and the applicable Rules and Regulations, and that Tenant will not engage in (or permit any invitees or guests of Tenant to engage in) conduct that might reasonably be expected to cause damage to the Unit.

3. RENT

Tenant must pay Tenant's Rent on or before the 1st day of each month ("Due Date").

- a. If Tenant fails to pay all Rent before the end of the day (11:59 p.m.) on the 10th day of each month, Tenant will be obligated to pay a late charge as set forth in the Terms. If Tenant does not pay Rent on or before the Due Date, Tenant will be in Default (as hereinafter defined), and all remedies under state law and this Lease will be available to Landlord.
- b. Tenant must pay full Rent when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. Landlord may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional rent and lockout fees before the current Rent is credited.
- c. Tenant may not pay Rent in cash or by personal check. Tenant must pay Rent by money order, certified funds, online payment, electronic payment, or as otherwise agreed by Landlord in writing. Landlord does not have to give Tenant a receipt for rental payments made by money order. Landlord may, at Landlord's option, require at any time that Tenant pay all Rent and other sums in certified or cashier's check or money order.
- d. Any accord, satisfaction, conditions or limitations noted by Tenant on or in any rental payment shall be null and void.
- e. Tenant is liable for all costs or charges associated with Landlord having to provide special services (unless required by law) to Tenant or at Tenant's request and for all fees or fines as described in Rules and Regulations.

Rent payments are to be made payable to Landlord at the address listed in the Terms.

4. RETURNED PAYMENTS

If Tenant's payment is returned for any reason, including denial of payment, Tenant:

- a. must pay a returned payment charge as set forth in the Terms as additional rent for each and every payment that is returned or denied;
- b. will be responsible for any late Rent charges retroactive to the Due Date; and



- c. will be in violation of this Lease for failing to pay the Rent on time, unless the fee and any late Rent charges are paid within the notice requirements of local law.

If during the Term of this Lease two (2) of Tenant's payments are returned or denied to Landlord, Landlord will require that all Rent and other sums due and owing from Tenant be made payable to Landlord in either certified or cashier's check or money order.

5. DEFAULT CONDITIONS OF LEASE DEFAULT BY TENANT

Tenant is found in default of this Lease if Tenant does any one or more of the following (each, a "Default"):

- a. fails to pay Rent or additional rent when it is due;
- b. does anything which is not permitted by this Lease;
- c. fails to do anything which is required by this Lease;
- d. gives Landlord false information, including information or signatures on Tenant's or the guarantor's/co-signers rental application, on this Lease or on any guaranty required by Landlord;
- e. fails to pay in timely manner, disconnects or shuts-off any of the utilities which are payable by Tenant or the other tenants of the Unit
- f. Tenant fails to pay any fine within 3 days after it is levied in accordance with this Lease or the Rules and Regulations;
- g. Tenant Abandons (as hereinafter defined) the Unit;
- h. Tenant Terminates (as hereinafter defined) this Lease prior to the end of its Term; or
- i. fails to provide a guarantor or other form of security as Landlord may require in Landlord's sole and exclusive determination.

Tenant will be deemed to have "Abandoned" the Unit if either: (i) Tenant is absent from the Unit without notice to Landlord for at least seven (7) days, if Rent is outstanding and unpaid for ten (10) days and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Unit, or (ii) Tenant is absent from the Unit for at least five (5) days, if Rent for the Property is outstanding and unpaid for five (5) days and none of Tenant's personal property is in the Unit. A Unit is also deemed to be "Abandoned" 10 days after the death of a sole Tenant.

If Tenant Abandons the Unit, Landlord may, after following procedures required by local law, take possession of the Unit and its contents. Except as otherwise provided by state or local law, Landlord may dispose of the contents and re-rent the Unit without obligation to Tenant. Tenant must pay the cost for removal and other associated costs.

Tenant shall be deemed to have "Terminated" this Lease if Tenant:

- a. fails to move in or to give written move-out notice;
- b. moves out without paying Rent in full for the entire Lease Term;
- c. moves out at Landlord's demand because of Tenant's Default; or
- d. is judicially evicted.

6. ACCELERATION.

All monthly Rent for the rest of the Lease contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if Tenant is evicted from the Unit, Abandons the Unit, or Terminates this Lease as provided in Section 5.

7. OTHER REMEDIES

In addition to all of Landlord's other rights and remedies under state and local law and this Lease, Landlord may report unpaid amounts to credit agencies. If Tenant Defaults and moves out early, Tenant will pay Landlord any amounts stated to be rental amounts in Basic Terms and Paragraph 3, in addition to other sums due. Upon Tenant's Default, Landlord reserves all other available legal remedies, including, but not limited to, Lease termination. Late charges are liquidated damages for Landlord's time, inconvenience, and overhead in collecting late Rent (but are not for attorney's fees and litigation costs). Tenant must pay Landlord's attorney's fees and litigation costs (if Landlord prevails). Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within 10 days after Landlord mails Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant fails to pay all sums by that deadline. Landlord may accelerate Rent – see Paragraph 6.

8. LEASE GUARANTY

Landlord reserves the right to require Tenant to provide Landlord a guaranty executed by a qualified guarantor acceptable to Landlord, in Landlord's sole and absolute discretion. The guaranty for each Tenant, if requested by Landlord, should be delivered to Landlord promptly after Landlord's request, and Landlord reserves the right to terminate this Lease at any time, in Landlord's sole discretion, if Tenant does not provide the guaranty to Landlord within seven (7) days of Landlord's request. If Tenant does not meet residential rental criteria and is unable to provide an executed guaranty acceptable to Landlord within the seven-day period, Landlord reserves the right to request (at Landlord's sole discretion) other financial assurance, which may include an accelerated Rent prepayment agreement.

Tenant will not be allowed to move-in without a complete Lease file including the guaranty or other financial assurance (if requested), unless Landlord agrees otherwise in advance in writing. Notwithstanding the foregoing sentence, any failure by Tenant to provide a signed guaranty form or other financial assurance (if requested) shall not relieve Tenant of the obligation to make all Rent and other payments due under this Lease for the entire Term.



9. **INSURANCE REQUIREMENT**

- a) **Lessee Liability.** Lessee ("Resident" or "you") acknowledges that you may be personally liable to the Lessor ("Landlord" or "us") for the full cost of any damage or loss caused by the action or inaction of you, your occupants, or your guests to the property or premises ("Property") of the Lessor ("Landlord" or "we").
- b) **Lessee Obligation – Damage Waiver Program or Third-Party Insurance.** To protect us in the event you damage our property, we require for the duration of this Agreement, including any renewals or extensions, that you either (i) are enrolled in our Damage Waiver Program ("DW Program"), which is described in Sec. C below, or (ii) maintain insurance providing at least \$100,000 of coverage per occurrence for your legal liability for damage to the Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects (this coverage is the Minimum Required Liability Insurance ("MRLI")), and provide evidence of the policy as described in Sec. D below.
- c) **Auto-Enrollment in the Damage Waiver Program at Inception.** Upon execution of your lease you will automatically be enrolled in the DW Program at the rate of \$14.00 per month in additional rent.

Under the DW Program, we waive our right to charge or seek reimbursement from you for damages of up to \$100,000 per occurrence to our property due to the negligent action or inaction of you or your occupants or guests for the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain, or sump, water damage, and falling objects (the "Damage Waiver"). Some important points about the DW Program which Resident should understand are:

1. **The Damage Waiver is not insurance.** Through the DW Program, the Landlord is foregoing its right to charge or seek reimbursement from you for the damages described in this Sec. C. You are responsible for damages due to other causes and for damages in excess of \$100,000 per occurrence due to any cause.
 2. Neither the DW Program nor any insurance maintained by the Landlord itself protects Resident's personal property (contents), additional living expenses, liability for personal or bodily injury to anyone, or liability to us for damages beyond those that are specifically waived in this Sec. C. If you wish to obtain coverage for any of these potential liabilities, you may purchase such coverage from an insurance company at any time.
 3. The DW Program may be more expensive than the cost of a Third-Party Policy.
 4. Landlord is not required to offer the DW Program and may discontinue it at any time at our discretion.
- d) **Third Party Policy.** Participation in the DW Program is not mandatory. If you wish to satisfy your obligations to secure MRLI by purchasing an insurance policy from an insurer of your choice (a "Third Party Policy"), you may by doing each of the following:
1. Obtain a Third-Party Policy satisfying the requirements of the second paragraph of Sec. B from an insurance company you choose.
 2. Name [property name] as an additional interest on the Third Party Policy
 - o If your third-party insurer notifies additional interests by email, direct them to notify [property name] at Info@confirminsurance.com
 - o If your third party insurer notifies additional interests by physical mail, direct them to notify [property name] at [property name] P.O. Box 1159, Newport Beach, CA 92659
 3. Submit a copy of the entire policy to <https://portal.confirminsurance.com/> for review and approval
 4. All policies must be resubmitted to <https://portal.confirminsurance.com/> on or before the end date of the policy term to avoid auto-enrollment into the Damage Waiver Program.
 5. Upon determination that your Third-Party Policy meets requirements, your enrollment in the DW Program shall cease in the next billing cycle.
- e) **Auto-Enrollment in the DW Program Upon Non-Compliance.** If you provide evidence of a Third-Party Policy that satisfies Sec. B and subsequently such policy lapses or ceases to meet our requirements, you may be automatically re-enrolled in the DW Program at the rate of \$14.00 per month.
- f) **Further Acknowledgment.** In the event Resident is enrolled in the DW Program at any time, Resident agrees to pay Landlord the additional rent in addition to all other obligations in the Agreement. Resident understands that the DW Program will not cover anyone's personal property (contents), additional living expenses, liability for personal or bodily injury, or damages to Landlord's property beyond those specifically waived in Sec. C.

10. **TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE**

Tenant expressly and unequivocally agrees to be liable, to the extent permitted by applicable law, to Landlord and/or Landlord's insurer in tort for damage to the Unit and the Property, including, but not limited to, fire and water damage caused by Tenant's conduct, or the conduct of Tenant's occupants, guest, licensees, invitees or agents. Tenant agrees to comply in all respects with any policy of insurance covering said Unit and the Property or contents so as not to cause an increase in premium or void any insurance policy.

Tenant agrees that Tenant is responsible for all of the following:

- a. All personal property of Tenant and Tenant's family, guests or persons invited by Tenant in or on the Property, including automobiles;



- b. Loss, damage, costs, injury or death caused by Tenant or Tenant's family, guests or persons invited by Tenant for the use of Tenant's property;
- c. Any claim due to acts or from any failure to act by Tenant or Tenant's family, guests or persons invited by Tenant; and
- d. Payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's family, guests or persons invited by Tenant.

11. LANDLORD UNABLE TO GIVE POSSESSION

- a. Landlord shall not be liable to pay damages to Tenant if Landlord cannot give possession for reasons beyond Landlord's reasonable control.
- b. If Landlord is unable to give possession of the Unit to Tenant on the Starting Date, Rent will be abated on a daily basis during the delay. Tenant must pay Rent for all days during an installment period on which Tenant has possession.
- c. Tenant may end this Lease if possession of the Unit is not given to Tenant within the earlier of (i) 90 days after the Starting Date (ii) the maximum time period allowed by law and Tenant provides Landlord with written notice of the same prior to Landlord's delivery of possession of the Unit to Tenant. This Lease will continue if Tenant does not timely give Landlord written notice that Tenant is terminating this Lease and all duties and obligations of Tenant under this Lease will remain in effect.

If Tenant believes that Landlord has violated this Lease, then prior to Tenant bringing any action against Landlord for such violation, Tenant must first give Landlord written notice of the nature of Landlord's claimed violation and, except as provided by applicable law, allow Landlord 30 days to remedy such claimed violation.

12. ACCEPT CONDITION OF UNIT

- a. Roommate compatibility is not guaranteed.
- b. Tenant accepts the Unit and Property in its present condition as of the Date of Lease set forth on the first page of this Lease and designates it fit and habitable.
- c. Tenant shall complete a Move-in Condition Form and return it to Landlord management's office within 48 hours of taking possession of the Unit. As part of completing the Move-In Condition Form, Tenant must test all smoke detectors. Tenant hereby acknowledges that the purpose of the Move-In Condition Form is to document the condition of the Unit at the time the Term of this Lease commences.
- d. Tenant is responsible for keeping a copy of the Move-in Condition form signed by Landlord or Landlord's representative. If Landlord does not receive a Move-In Condition Form within the time given, Tenant shall be deemed to have acknowledged that there are no defects or damages. The Unit must be returned to Landlord in the same condition as it was provided, reasonable wear and tear excepted. Tenant is responsible for all damage to the Unit that occurs after acceptance, reasonable wear and tear excluded. Tenant acknowledges and agrees that having to paint a Unit one (1) year after it was painted is not considered reasonable wear and tear.

13. USE

- a. Only the Tenant listed on this Lease may live in the Unit; however, Tenant acknowledges that the Unit may be occupied by another tenant; provided the additional Tenant has an executed Lease or is listed in the Basic Terms of this Lease.
- b. No one other than Tenant may occupy the Unit. Persons not listed above must not stay in the Unit for more than 2 consecutive days without Landlord's prior written consent, and no more than twice that many days in any one month. Tenant hereby agrees that Landlord may share Tenant's name and contact information with Roommates prior to commencement of the Term.
- c. Tenant may not commit any act or allow any activity to occur on the Property, which violates or breaks any Federal, State or local laws or ordinances, rules or regulations including, but not limited to, disabling smoke detectors or carbon monoxide detectors. Tenant may not use or allow the Property to be used for any disorderly or illegal purpose. The Unit may only be used as a private residence.
- d. Tenant may not store or allow any hazardous, flammable or toxic substances in or on the Property. Tenant may not do or allow any behavior in the Property which is a nuisance or which creates a risk of injury, loss or damage. Tenant may not engage in or allow any activity, which increases the costs of insurance or Landlord's ability to either acquire or keep insurance coverage on the Property.
- e. If Tenant permits another person to live in the Unit or provides access or a key to a person not named on this Lease, it shall be a Default under this Lease and Landlord may exercise any of Landlord's remedies hereunder.

14. APPLIANCES AND FURNITURE

- a. If the property is furnished, as shown on the Terms page, then Landlord may provide (in Landlord's discretion) some or all of the following furniture and appliances in the Units: Refrigerator/Freezer, Dishwasher, Range/Oven, Garbage Disposal, Microwave, Flat Panel Television(s), Coffee Table, Bar Stools, Mattress and Bed frame, Desk, Desk Chair, and Couch. The actual furniture and appliances provided may vary based on unit and floor plan type.
- b. Landlord will repair or replace non-working appliances.
- c. Tenant assumes full responsibility for items furnished by Landlord and agrees to return them to Landlord at the expiration of the Lease Term in as good condition as when Tenant received them, reasonable wear and tear excepted. Tenant shall not remove any of Landlord's furniture, fixtures or appliances from the room they were in on the Starting Date of this Lease without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall return all furniture, fixtures and appliances to their original positions prior to vacating the bedroom or Unit. Tenant shall not remove Landlord's furniture, fixtures, and/or appliances from the Unit for any reason. Tenant shall be responsible for all loss, breakage, or other damage to furnishings and appliances.

15. LAUNDRY FACILITIES

Individual washers and dryers may be included in each Unit; See Terms. If provided, Tenant is required to clean lint trap after each dryer use to



prevent fire.

16. UTILITIES.

- a. Landlord shall supply and pay for certain utilities. The utilities provided by Landlord are shown in the Terms. If trash removal is provided by Landlord, it is provided only at specific locations throughout the Apartment Property (this does NOT constitute door-to-door trash pickup). If cable and internet service is provided for the Unit, service will be provided by Landlord through an arrangement with an outsourced service provider.
- b. Tenant agrees to use utilities in a careful and conservative manner.
- c. In addition to the obligation to pay Rent, Tenant is responsible for certain monthly utility charges as outlined in the Terms.
- d. Certain utilities provided by Landlord may have a monthly conservation cap in dollars per Tenant. Caps, if applicable, are outlined in the Terms.
- e. If electricity is provided by Landlord but paid by Tenant, the billed cost is determined as outlined in the Terms.
- f. If water or sewer is provided by Landlord but paid by Tenant, the billed cost is determined as outlined in the Terms.
- g. If gas is provided by Landlord but paid by Tenant, the billed cost is determined as outlined in the Terms.

Landlord will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Landlord directly for such charges. Electric charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each Resident's charge. Electric charges may include all utility and other miscellaneous charges included on the utility statement, that would be charged as though Resident were the customer of record, if allowed by the applicable laws.

Landlord reserves the right to estimate any and all utility charges upon Tenant's move-out (or at any other time) and such amounts shall be deemed final. Landlord also reserves the right to contract with a third-party billing service to calculate or bill Tenant for any utilities that are Tenant's obligation to pay hereunder, and in the event Landlord does so, Tenant agrees to pay a reasonable fee for such services, as such fee may be determined from time to time. Without limitation upon the foregoing, Landlord has engaged Conserve Utility Management and Billing, a third-party billing provider, to bill Tenant for utilities and related taxes and fees. Tenant acknowledges that the billing provider is not a public utility. Landlord reserves the right to bill Tenant a fee which represents the costs of administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord and Conserve during the Term of this Lease, and Tenant agrees to pay such fee as it may be charged by Landlord from time to time, see Terms page.

Tenant acknowledges and agrees that, to the extent that Landlord coordinates delivery of electrical service to the Unit at Tenant's cost, Landlord may allocate electric utility charges to the Unit on an estimated basis as reasonably determined by Landlord (as opposed to actual meter or submeter readings), plus a service fee of \$6.00 per bill. Without limiting the foregoing, Tenant agrees that it shall be reasonable for Landlord to allocate electric utility charges to the Unit in the following manner: (i) aggregated, common electrical bills for the entirety of the Property (or any applicable metered portion thereof) may be allocated between the Common Areas and the aggregate of all residential units within the Property (or within the applicable metered portion thereof) on a proportional basis determined by square footage (the portion of such aggregated, common electrical bills so allocated to the applicable residential units is hereinafter referred to as the "Aggregate Residential Portion"); (ii) fifty percent (50%) of the Aggregate Residential Portion may be allocated equally amongst all residents leasing space in the Property (or the applicable metered portion thereof) during the applicable billing period, and correspondingly charged through to each applicable residential unit based on the number of residents in such residential unit; and (iii) the remaining fifty percent (50%) of the Aggregate Residential Portion may be allocated and charged through to each residential unit in the Property (or the applicable metered portion thereof) on a proportional basis determined by occupied square footage over the applicable billing period.

17. INTERNET & TELEVISION SERVICE

If Landlord is providing internet and/or cable service to Tenant, service is subject to the terms set forth in the remainder of this Section 17. If Tenant wants additional television channels, voice service or additional internet capacity, they will be at Tenant's expense and Tenant must make arrangements through the Landlord-approved provider. These additional services not paid by Landlord must remain on and paid for by Tenant, in Tenant's names, through Tenant's contracted Ending Date regardless of whether tenants have moved out.

Landlord shall not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. Tenant hereby releases Landlord from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations.

Network Access

Tenant may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. Landlord is not responsible for the purchase of these items and Landlord cannot guarantee compatibility with any device Tenant may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and Tenant's computer operating system or any other feature will be the responsibility of Tenant to resolve. Landlord is not responsible for software issues related to the user's personal computer.

Acceptable Use

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized, including, but not limited to, postal and electronic message systems. Sharing access to copyrighted material on the network is prohibited.



Be advised that Landlord and Landlord-approved provider will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. Landlord and Landlord approved-provider strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

Performance Rises

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) level but commercially reasonable efforts will be made to ensure the highest possible quality of service is delivered. Tenant understands that any content that Tenant may access may be subjected to "caching." Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user. Service outages for maintenance, equipment failures, or emergency servicing will happen over the course of the year.

18. TRASH REMOVAL

Trash must be disposed of in accordance with the directions of Landlord as relayed from time to time. All trash must be deposited in appropriate receptacles and removed as it accumulates in the Unit, Common Areas, and the Property. Trash may not be kept in closets, hallways, basements, or other portions of the Unit, Common Areas, or the Property. Tenant must exercise reasonable consideration and care so that Tenant promptly and neatly dispose of all trash in a way that minimizes disruption, nuisance, noxious odors, and disturbances to other residents in the Apartment Property.

Additionally, Tenant may never place trash or debris outside of the front door to the unit, outside trash chutes, in any common area of the Building, or on the patio or balcony. If Tenant violates local ordinances for removal of trash/recycling and Landlord is fined, Tenant must pay the fine and any costs incurred by Landlord as a result of Tenant's actions.

Violation of this Paragraph shall subject Tenant to a reasonable fine levied by Landlord in its sole discretion as set forth in the Terms.

19. ANIMALS

No animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the Property unless authorized by Landlord in advance in writing. Except as expressly provided below, if Landlord allows an animal, Tenant must sign a separate Animal Addendum and pay an animal deposit and animal upfront fee and additional monthly fee.

Any animal shall be the full responsibility of Tenant. Tenant must be consistently in control of the animal. If the animal is not under control or poses a risk to the health or safety of others, Tenant may be asked to remove the animal. Failure to do so shall constitute a Default under this Lease.

All animals, including service or therapy animals, must be harnessed, leashed or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents these devices.

Tenant is responsible for removing or arranging the removal of the animal's waste. This will result in placing the waste in a closed container and then removing the container to an outdoor trash bin.

All animals must be licensed and must display a license or its card at all times.

All animals must have an animal clean bill of health (including vaccinations and immunity shots against rabies) administered by a licensed veterinarian.

A request to have a therapy animal is considered a request for an accommodation. All such requests must be made with at least 30 days' written notice and will be reviewed on a case-by-case basis. Individuals making such requests must establish that they experience a documented disability and that the animal is indeed providing essential therapeutic benefit related to the documented disability.

Landlord will authorize a therapy animal or an emotional support animal after first receiving a written affidavit from a qualified health care professional verifying Tenant's disability under Section 504 of the Fair Housing Act or relevant provisions of the Americans With Disabilities Act and the need for a therapy animal or emotional support animal; provided such animal does not pose a direct threat to the safety of other occupants of the Apartment Property. In such situation Landlord will not require an animal deposit and/or fee. If Tenant knows Tenant will require a therapy animal or emotional support animal prior to or at the time of Lease signing, Tenant must give 30 days prior written notice to Landlord requesting the accommodation. To the extent permitted by applicable law, Landlord reserves the right to deny the accommodation or file for eviction of Tenant.

Tenant must not feed stray or wild animals.

If Landlord consents to Tenant having a non-therapy animal and/or non-emotional support animal, Landlord will require Tenant to pay an animal security deposit as set forth in the Terms and execute an Animal Addendum. The animal security deposit must be paid at the time the Animal Addendum is signed. If Tenant or any guest violates the pet restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Unit at any time during Tenant's term of occupancy (with or without Landlord's consent), Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing



the Unit. Initial and daily animal-violation charges and animal-removal charges are damages for Landlord's time and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. Landlord may remove an unauthorized animal by leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal. Landlord will turn the animal over to a humane society or local authority. Landlord won't be liable for loss, harm, sickness, or death of the animal. Tenant must pay for the animal's reasonable care and kenneling charges. Landlord has no lien on the animal for any purpose. For Tenants with authorized service animals, Landlord will charge Tenant for de-fleaing, deodorizing, and shampooing the Unit, if Landlord deems necessary, after Tenant vacates the Unit after tenancy.

20. UNAUTHORIZED VEHICLES

- a. Tenant may not park any vehicle on the Apartment Property unless Landlord and Tenant have agreed in writing to allow Tenant to park a vehicle on the Apartment Property.
- b. No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the Apartment Property at any time.
- c. Tenant may not wash or clean automobiles or make repairs to automobiles on the Apartment Property.
- d. In accordance with applicable law, Landlord may tow, at Tenant's expense, any vehicle determined by Landlord to have been Abandoned or parked in violation of this Lease, the Parking Lease, other property parking regulations or otherwise in violation of law.

21. NOTICES

Landlord and Tenant must send all notices by: (1) email messaging using Landlord's electronic messenger system ("EMS"), or (2) pre-paid postage via certified or registered mail or nationally recognized overnight courier (e.g., FedEx) only. Hand delivery shall be deemed ineffective notice. "Text messaging" or "texting" shall be deemed ineffective notice.

22. WRITTEN CHANGES TO THIS LEASE

All of the promises and understandings between Landlord and Tenant are contained in this Lease. There are no other promises or understandings between the parties. Any changes to this Lease must be in writing signed by both Landlord and Tenant. Neither Landlord nor any of Landlord's representatives have the authority to make any oral promises, representations or agreements. This Lease constitutes the entire agreement between Landlord and Tenant. Landlord's representatives have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations or agreements that impose security duties or other obligations on Landlord or Landlord's representatives unless in writing. Notwithstanding, Landlord reserves the right, and Tenant hereby acknowledges such right, to adopt new or modify existing rules and regulations upon notice to Tenant.

23. MAINTENANCE

Landlord agrees to do any maintenance or structure repairs that are needed to the Unit. Tenant agrees to keep the Unit clean, neat and safe. Landlord shall act with customary due diligence to:

- a. keep common areas reasonably clean;
- b. maintain fixtures, furniture, hot water, heating, and A/C equipment;
- c. substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- d. make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable.

Tenant agrees to:

- a. immediately report to Landlord any damages or needed repairs;
- b. pay for repairs which are needed due to the fault of Tenant or any of Tenant's family or guests; and
- c. register with Landlord's EMS and to transmit all maintenance requests through the EMS.

Landlord may temporarily turn off equipment and/or interrupt utilities to Tenant's Unit and/or the Property to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Except as otherwise provided by law, Landlord will not be liable for any inconvenience, discomfort, disruptions or interference with Tenant's use of the Property because Landlord is making repairs, alterations or improvements to the Unit or the Property. If Tenant requests any repairs, and Landlord approves such request, the repairs will be done during Landlord's usual working hours unless Tenant requests in writing that such repairs be done during other hours. If Landlord approves such request then Tenant will have to pay in advance any additional charges resulting from such request.

Tenant agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. Tenant shall (a) remove any visible moisture accumulation in or on the Unit, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, (d) keep climate and moisture in the Unit at reasonable levels, (e) clean and dust the Unit regularly, and (f) keep the Unit, particularly the kitchen and bath, clean and dry.

Tenant shall promptly notify Landlord through the EMS of the presence of any of the following conditions:

- a. a water leak, excessive moisture, or standing water inside the Unit or any Common Areas;
- b. mold or mildew growth in or on the Unit that persists after Tenant has tried to remove it as directed above ; or
- c. a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit.

Tenant shall be liable to Landlord for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this subsection. If Landlord incurs the cost of pest control in Tenant's Unit or the Property as a result of Tenant's actions, all tenants in the Unit shall be responsible for the cost.



Tenant agrees to maintain the Property in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Tenant shall immediately notify Landlord of the presence of bedbugs and any other pests. Tenant shall (a) keep the Property in a clean and sanitary condition at all times, (b) not introduce any furniture or textiles from unknown sources into the Property, (c) cooperate with Landlord in eradicating any pests, (d) take the measures recommended by a qualified expert, and (e) immediately notify Landlord of any re-infestation or indications that treatment has been ineffective. If Tenant fails to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, Tenant will be responsible for the cost of the treatment to the Property and any costs associated with cleaning other tenants' belongings or other portions of the Property as necessary to eradicate the infestation.

24. CHANGES TO THE PROPERTY

Tenant must get written permission from Landlord before Tenant makes any changes, improvements or additions to the Unit. Tenant agrees that Landlord will not pay for changes made to the Unit unless Landlord agreed in writing to pay for the changes. Tenant may not paint any portion of the walls, ceiling, or floor in the Unit or the Property.

25. LANDLORD'S ENTRY ONTO THE PROPERTY

Landlord or Landlord's agent may enter the Unit by any means necessary (and Tenant shall not unreasonably withhold consent to entry):

- a. by giving Tenant at least one (1) day prior written notice of intent to enter Unit;
- b. without notice to Tenant in the event of an emergency or situation where it is impractical to give one (1) day notice such as inspection of possible lease violation, provided Landlord gives Tenant notice of such emergency entry within 24 hours of having made such emergency entry;
- c. if noise inside Tenant's Unit constitutes a public nuisance or is too loud to hear someone knock at the door; or
- d. with at least one (1) day prior written notice to Tenant to show the common area of the Unit and any vacant bedroom to a prospect

26. LANDLORD'S RESPONSIBILITY

Landlord is not responsible for any loss, expense, injury or damage to any person or property caused to items including, but not limited to, theft, fire, ice, snow, rain, water, plumbing or pipe leaks, malfunction of appliances, interruption of any utilities or services of the property, power surges, and sprinkler systems.

Except for Landlord's liability arising under applicable law, Tenant, for Tenant and for Tenant's guests, releases Landlord and Landlord's respective successors, together with each of their officers, directors, shareholders, employees, attorneys, agents and affiliates (collectively, the "Released Parties") from any and all claims and/or damages (a) for loss or theft of Tenant's or Tenant's guests' personal property and/or (b) which may arise out of any accidents or injuries to Tenant, members of Tenant's family or Tenant's guests, in or about the bedroom, the Unit, the Building, or the Property, even if such claim or damage was caused in whole or in part by the negligence of the Released Parties. Tenant assumes for Tenant and all members of Tenant's family and Tenant's guests, any and all risks from any accidents in connection with use of the Unit, the Common Areas, the Property and Facilities (as hereinafter defined) or other amenities, it being understood that all such Facilities and amenities are gratuitously supplied for Tenant's use and at Tenant's sole risk. Tenant hereby indemnifies Landlord and each of the Released Parties from and against any and all claims, liabilities, actions, costs and damages which Landlord or any of them may suffer or incur as a result of Tenant's negligence, willful misconduct, and/or violations of this Lease.

27. SECURITY DEVICES

Tenant acknowledges and agrees that Landlord is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security (collectively, "Security Services"). In the event and to the extent Landlord furnishes any such Security Services, Landlord can, at Landlord's sole and absolute discretion, modify or discontinue any of such items provided at any time without notice. Tenant acknowledges and agrees that any and all electronic Security Service equipment and records are the sole and exclusive property of Landlord and shall not be available to Tenant without an order from a court of competent jurisdiction.

28. LANDLORD'S RIGHTS

The following are in addition to rights of Landlord under the law.

- a. If Tenant breaches any term of this Lease, any Addendum to this Lease, or the rules and regulations, Landlord can, without demand or notice (other than notice that is expressly provided in this Lease or other notice that is required by applicable law):
 1. collect any past due Rent and utility payments and any sums which are due for the rest of the Lease Term from Tenant;
 2. collect damages caused by Tenant, Tenant's breaking any conditions of this Lease, or Tenant's doing of any act which is not permitted by this Lease;
 3. go to court to evict Tenant and take possession of the Unit; or
 4. go to court to recover:
 - (i) Rent or additional rent, which is due from Tenant;
 - (ii) damages; and
 - (iii) to the extent allowed by applicable law, reasonable costs and expenses which are spent by Landlord to enforce this Lease, including court costs, collection costs and attorneys' fees.
- b. These are not the only rights Landlord has if Tenant breaches the terms of this Lease. Besides terminating this Lease and getting a court order to evict Tenant, Landlord can sue Tenant for unpaid Rent and other damages, losses or injuries. If Landlord receives a court order for a money judgment against Tenant, Landlord can, as permitted by applicable law, use the court process to take Tenant's personal goods,



motor vehicles and other assets.

29. FIRE OR OTHER CASUALTY

If in Landlord's reasonable judgment, the Unit, the Building or the Property is materially damaged by Fire or other casualty, Landlord may terminate this Lease with written notice within a reasonable time after such determination. If Landlord does terminate this Lease and Tenant did not cause the loss, Landlord will refund prorated, prepaid Rent, less lawful deductions. If Landlord determines that material damage has not been caused to the Unit, the Building or the Property, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, repair any damages.

30. LOSS OF LANDLORD'S RIGHTS

Landlord does not give up rights by accepting Rent, additional rent or by delaying, or not enforcing any condition in this Lease.

31. TAKING OF PRIVATE PROPERTY

- a. Legal authorities are able to take property after paying for it through the power of eminent domain. This is known as "condemnation."
- b. Tenant agrees that if the Property, part of the Property, or the land on which the Property is located is taken:
 - 1) Landlord can terminate this Lease for any part of the Property that is taken;
 - 2) Landlord is not responsible for claims of Tenant for inconvenience or loss of use of the Property or any part of the Property; and
 - 3) Tenant, by signing this Lease, has given to Landlord any rights which Tenant may have to any money paid by the legal authorities for the taking of the Property.

32. UNENFORCEABLE LEASE CONDITIONS

If any court determines that any condition or part of this Lease is illegal or unenforceable, then such term or condition shall be fully severable and the rest of this Lease shall continue in full force and effect.

33. SALE OF PROPERTY

A new owner of the Apartment Property can terminate this Lease by giving Tenant 60 days' written notice if there is:

- a. a sale or transfer of the Apartment Property; or
- b. a sale of the land or Building in which the Unit is located.

34. TRANSFER BY LANDLORD

Landlord may transfer this Lease without Tenant's prior approval. If transferred, Tenant's obligations are assigned to the new Landlord. The new Landlord will have all of the rights that the current Landlord has under this Lease.

35. EARLY TERMINATION OF THIS LEASE

To the extent permitted by applicable law, this Lease may not be terminated by Tenant prior to the end of the Lease Term unless it is agreed to in writing by Landlord and Tenant and a new tenant (approved by Landlord) is found to replace the existing Tenant (and such new tenant enters into a new lease with Landlord). Except as otherwise provided by applicable law, Landlord has no obligation to terminate this Lease before the expiration of the Lease Term. If Landlord agrees to terminate this Lease prior to the expiration of the Lease Term, a charge will apply and must be paid before this Lease is officially terminated. The Application Fees and other Fees are never refundable.

36. RE-LETTING

Tenant may not transfer this Lease or assign or sublet the Unit, nor any part of the Unit, without Landlord's prior consent, which Landlord may deny in Landlord's sole discretion. Subject to Landlord's prior written consent, if Tenant wishes to re-let, Tenant must provide written notice to Landlord. If Tenant finds a replacement Tenant acceptable to Landlord and Landlord expressly consents to the replacement, then:

- a. such substitute tenant will be obligated to pay the standard Application Fee, which shall be immediately due and payable;
- b. the departing Tenant must pay for all damage to the Unit and the Property as provided in this Lease;
- c. the departing Tenant will be obligated to pay a Re-Letting Fee as set forth in the Terms;
- d. the replacement Tenant must meet the rental criteria;
- e. the replacement Tenant must fully complete and execute a new Lease and all addenda, and cause a new guaranty to be executed and delivered;
- f. a rekeying fee will be due if rekeying is requested or required; and
- g. the departing Tenant will no longer remain liable for all obligations under this Lease for the rest of the original Lease Term.

NOT A RELEASE. The Re-Letting Fee is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of Landlord's damages; that is, Landlord's time, effort and expense in finding and processing a replacement. Tenant agrees that the Re-letting Fee is a reasonable estimate of such damages and that the fee is due whether or not Landlord's re-letting attempts succeed. The Re-Letting fee does not release Tenant from continued liability for future or past-due Rent; charges for cleaning, repairing, repainting, unreturned keys, or other sums due.

SERVICE MEMBERS CIVIL RELIEF ACT: If, during the Lease Term, Tenant enters military service or, if during military service Tenant receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days, Tenant may terminate this Lease by delivery of a written notice and a copy of the military orders. Tenant must immediately deliver written notice to Landlord upon receipt of military orders, change of station or deployment orders or letter. The termination will be effective 30 days after the first date on which the next rental payment is due after the notice is delivered. This paragraph is intended to comply with the Service members



Civil Relief Act (SCRA). In the event of a conflict between this paragraph and the SCRA, the SCRA shall prevail. In the event modifications to the SCRA invalidate portions of this lease, this Lease shall be interpreted so as to be in compliance with the SCRA.

37. LEASE RENEWAL

- a. If Tenant intends to renew this Lease, Tenant must renew this Lease by the deadline provided by Landlord in order to guarantee continuing residence in Tenant's Unit. If Tenant does not timely renew this Lease, Landlord may lease Tenant's Unit or bedroom to another person and Tenant will be required to move out of Tenant's Unit by this Lease Ending Date.
- b. If Tenant desires to transfer to a new Unit upon renewing this Lease, Tenant may be required to pay a Renewal Transfer Fee as set forth in the Terms. The option to transfer when renewing is at the sole discretion of Landlord.

38. ENDING THE LEASE

- a. This Lease will end at the time and date listed in the Basic Terms herein. Neither Landlord nor Tenant may extend the term of this Lease without the written consent of the other party. Failure to leave at the end of Lease shall be a violation of this Lease.
- b. If Landlord fails to repair or remedy a condition materially affecting health and safety and for which it is obligated, by law, to repair or remedy, Tenant may pursue remedies under state and local law, including the possibility of terminating this Lease, by completing the following:
- c. Tenant must make a request through Landlord's EMS for repair or remedy of the condition – after which Landlord shall have a reasonable time consistent with state and local law for repair or remedy
- d. If the repair or remedy still has not been accomplished within that reasonable time period, Tenant may ultimately Terminate this Lease by giving Landlord a final notice through Landlord's EMS
- e. If this Lease has ended and Tenant does not leave on the Lease Ending Date, Tenant must pay in addition to the normal Rent, a per day charge as Holdover Rent calculated at rent plus twenty-five percent (25%) for the additional time in the unit for the extra time spent 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.

39. LEAVING THE UNIT

Tenant will be deemed to have surrendered the Unit upon the earlier of the date when: (1) no one is living in the Unit in Landlord's reasonable judgment at the Ending Date, or (2) all Unit keys and access devices have been turned in to Landlord.

Tenant acknowledges and agrees that prior to the Ending Date, no surrender of the Unit, whether by delivery of keys or other action, shall be deemed to have terminated this Lease or Tenant's obligations hereunder.

40. TENANT'S DUTIES AT END OF THE LEASE

In addition to any other duties which Tenant has under this Lease, Tenant will:

- a. leave the Unit when this Lease terminates and return all keys and access devices/remotes to Landlord;
- b. return the Unit, including all common areas clean and free of garbage or trash and in good order and repair, reasonable wear and tear excepted; and
- c. comply with all other terms of this Lease.

If requested, Tenant may also be present at the time of the move-out inspection at the end of this Lease. Tenant must contact management to schedule an appointment for the inspection at least thirty (30) days prior to the Ending Date assigned on page 1 of this Lease.

A copy of the move-out procedures, which details the cleaning and Unit standards as well as the potential charges, may be obtained from Landlord at Tenant's request.

41. ATTORNMEN

Tenant hereby agrees that Tenant will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the Building on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or Building or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

42. HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT

Tenant agrees that Landlord does not promise, warrant or guarantee the safety and security of Tenant, Tenant's guests or Tenant's personal property against the negligent, reckless or criminal actions of other tenants or third parties, except as required by applicable law. In addition, Landlord shall not be liable for any damages or injury to Tenant, Tenant's guests or Tenant's personal property or to any person entering the Unit or the Property, or for injury to person or property arising from casualty occurring in or about the Unit or Property, except as required by applicable law. Tenant agrees to indemnify and hold Landlord harmless from all claims, costs, and expenses arising from injury to person or property of Tenant or any of Tenant's guests regardless of the cause, unless the injury is due to Landlord's gross negligence or intentional misconduct, except as prohibited by law.

43. ADDITIONAL TERMS

The Terms attached to this Lease are part of this Lease and contain important information about Tenant's relationship to Landlord under this Lease. Please review them carefully.



44. RULES AND REGULATIONS

Landlord may make reasonable rules and regulations to protect:

- a. the Apartment Property and the property of other tenants, neighbors, or other people; and
- b. the comfort, safety or rights of other tenants, neighbors, or other people.

Tenant Accountability: Tenants found to be in violation of any portion of this Lease or these rules and regulations may be subject to the following: a private meeting with Landlord's property manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the Apartment Property, fines, eviction or criminal and/or civil prosecution.

Violations of these rules and regulations will result in Tenant being billed for Landlord's costs, and may result in fines as follows:

First: A written warning in the form of a first breach of this Lease will be issued to Tenant stating the first breach.

Second: A \$250 charge assessed against Tenant.

Third: A \$1000 charge assessed against Tenant.

Fourth: Possible eviction

The fines above may be increased at Landlord's discretion and Landlord may elect to fine or evict Tenant for any single violation of these rules and regulations, should Landlord reasonably believe the infraction was severe enough to warrant such action. Fines will double and/or result in eviction in the event Tenant is found to have lied to or deceived Landlord when discussing the details of a violation of this Lease.

45. VANDALISM

Vandalism of any bedroom, Unit, and/or Property is prohibited.

46. SECURITY CAMERAS

The Common Areas or certain parts of the Common Areas of the Apartment Property may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under state or local statutes and legal action by Landlord. No cameras exist in any restroom or tanning bed room. Tenant hereby acknowledges that the restrooms and tanning bed rooms are the only areas, besides the Unit, on the Apartment Property where there is a reasonable expectation of privacy.

47. BALCONIES, PATIOS, WINDOWS, AND CARE OF UNIT

All balcony and patio areas are to be kept clean and orderly. Balcony and patio areas are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the Property and within the Unit, including balconies or patios. Additional lights are not permitted on the balconies or patios. Only patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. Gas and charcoal grills are not allowed on patios or balconies. Tenant further agrees that Tenant will be solely responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule, whether by Tenant or Tenant's guests. Landlord reserves the right to remove and discard any items or rubbish stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire Unit unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the tenants occupying said Unit.

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, Tenant may not remove such blinds. If Tenant installs draperies over the blinds, any damage will be repaired at Tenant's expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a Unit, or displayed on the inside of Unit so as to be visible from the outside of Unit. Screens, if provided, must remain permanently in place at all times and should never be removed.

Damage to property, including, but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the Unit caused by leaving windows or doors open during inclement weather will be the responsibility of Tenant.

Any item coming off a patio or balcony, or out of a window, is strictly prohibited, regardless of intent or if item was thrown, falls, or is otherwise ejected. Tenant understands that in the event that ANY items come off a balcony or window, due to any action by Tenant or Tenant's guests, Tenant will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. In the event of abuse of the balcony or violation of this rule, Landlord reserves the right to secure the balcony door so that Tenant may not access the balcony.

48. NO SOLICITATION OR DISTRIBUTION OF MATERIALS

Tenant(s) may not distribute, post or hang any signs or notices in any portion of the Apartment Property, without written approval from Landlord. Solicitation shall not be permitted at the Apartment Property, either by Tenant or others.

49. LOCKS AND KEYS

Locks may not be changed or added by Tenant without prior written permission of Landlord. Locks must be left in place upon vacating the Unit. Landlord must have keys to all changed locks. All keys and, if applicable, gate cards, internet, television devices, equipment access devices and remotes must be returned to Landlord upon termination of occupancy, or Landlord may charge actual replacement costs plus a 15% administrative fee. Please refer to "Terms" page.



50. NO SMOKING

Smoking is strictly prohibited anywhere on the Apartment Property including, but not limited to, in the Unit, all amenity areas, and Common Areas (including the pool deck). Any tenant found in violation of this policy will be immediately fined by Landlord and risks fines imposed by city ordinances. Disabling smoke detectors is a Default under this Lease.

51. STAFF COMPLIANCE

Tenants are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this Lease or by law, shall subject Tenant to an immediate fine of up to \$1,000 and/or eviction.

52. PARTIES, STOLEN PROPERTY OR CONTRABAND, ILLEGAL OR CONTROLLED SUBSTANCES AND ALCOHOL

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the Apartment Property. Kegs are prohibited on the Apartment Property and within the Unit and on balconies. Glass containers of any type or any other container containing alcohol are not permitted in common areas of the Apartment Property. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.

Landlord or Landlord's agents may make periodic inspections of Tenant's Unit in order to ascertain any physical problems and also to ensure that Landlord's property is being cared for properly. If during the course of an inspection, stolen property (i.e., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and tenants of the Unit may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. Tenant(s) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per the rules and regulations. Subject to applicable law, no warning notice will be given and fines and/or eviction may be assessed at Landlord's discretion.

Tenant, on behalf of Tenant and Tenant's guests and invitees, agrees to use and occupy the Unit in strict accordance with all applicable laws, regulations and ordinances. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this Lease. Failure to comply with the provisions of this Section shall be deemed a material breach of this Lease. Landlord has full discretion regarding disciplinary action depending on the severity of the incident.

53. PLUMBING AND GARBAGE DISPOSAL

Sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by Tenant.

Tenant agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event Landlord is called to fix a disposal and such materials are found therein, Landlord reserves the right to charge Tenant for the expense occurred.

54. MAIL

The mailbox is to be used jointly by all the tenants assigned to Tenant's Unit. Packages may be received at the office. However, Landlord takes no responsibility for lost, damaged or stolen property left with the office. If Tenant decides to have packages dropped at the office, Tenant is doing so at Tenant's own risk. Landlord encourages Tenant to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. Landlord reserves the right, at any time, to discontinue Landlord's acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if Landlord is not comfortable accepting a particular package.

If the Postmaster serving the Apartment Property has instituted or begins instituting during this Lease "single drop delivery", Landlord will place Tenant's mail in the mail box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery.

55. GUESTS / DELIVERIES

Landlord acknowledges the right of Tenant to entertain guests, but requires that order and tranquility prevail at all times. Any guest staying overnight for more than two consecutive 24-hour periods must receive written approval from Landlord. If Tenant violates this Section, Tenant will be charged a fee as set forth in the Terms for each night on which an unauthorized guest stays overnight (i.e., longer than two consecutive 24-hour periods) and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. Tenant will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this Lease.

Tenant's guests must abide by these rules and regulations. As host, Tenant is held accountable and is responsible for the conduct of Tenant's guests at all times. All guests entering the Building must be registered through Landlord's guest registry system and have a valid photo ID on their person at all times.

Landlord will utilize Tenant's phone number and/or email address to verify guests in the guest registration system. Therefore, it is the responsibility of Tenant to notify Landlord if there is a change in telephone number, email address, or general contact information. Landlord



reserves the right to deny any guest access to the Apartment Property for any reason including non-payment of rent by Tenant.

No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from Tenant, and even with Tenant's prior written permission, Landlord shall have no obligation to provide a key to any such person.

Guests become the responsibility of Tenant once they enter the Building. From the time the guest enters the Building until he/she reaches the Unit, they are the guest of Tenant who submitted their name to the guest registry system.

Tenant will be responsible for the cost of repairs for any and all damages caused, in whole or in part, by an excess number of people within the Unit. To the extent permitted by applicable law, Tenant is responsible for the actions of Tenant's guests at all times while guests are on the Apartment Property or in any Unit. Landlord may exclude guests or others who, in Landlord's judgment, have been violating the law, violating this Lease or any property rules, or disturbing other tenants, neighbors, visitors, or Landlord's representatives. Landlord may also exclude from any patio/balcony or anywhere on the Apartment Property a person who refuses to or cannot identify himself or herself as Tenant or Tenant's guest. Tenant's failure to comply with Landlord's request of exclusion of a guest will result in eviction of Tenant. Landlord reserves the right to limit the number of guests of permitted to enter the Building.

56. NOISE

Tenant, members of Tenant's family, and guests shall at all times maintain order in Unit and at all places on the Apartment Property, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Landlord reserves the right at any time to fine Tenant, contact guarantors, or declare Tenant in violation of this Lease due to excessive noise and disturbances. Landlord and/or Landlord's agents on duty are the sole judge(s) of excessive volume rises, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to Landlord or Landlord's representative immediately. To the extent permitted by applicable law, Tenant waives all rights to privacy when noise coming from Unit is so loud that Tenant is unable to hear Landlord knock. Landlord may enter unit to lower or eliminate noise rises.

Tenant will be found in violation of this Lease and will be subject to fines and other disciplinary action if Landlord receives notice from the Police Department that noise levels were excessive.

57. COMMON AREAS

Tenant recognizes that the Common Area facilities, which may include such items as an exercise room, sauna, volleyball court, BBQ area, swimming pool, parking garage, commercial spaces, television room, or other similar facilities (hereinafter said Common Area facilities are collectively referred to as "Facilities"), have been made available by Landlord to Tenant.

Policies for Facilities are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these Facilities and/or eviction.

Only Tenant and the invited guests accompanied by Tenant may use the Facilities provided by Landlord. Facilities may be used by such persons only in strict compliance with the posted policies and procedures. From time to time supplemental rules and regulations may be adopted by Landlord with respect to the Facilities and will either be posted in appropriate areas or furnished in writing to Tenant.

Neither Tenant nor Tenant's guests may use the Facilities, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Use of Common Areas within the Apartment Property shall be governed by these rules and regulations and any policies posted in the Facilities. Facilities shall be used at the risk of Tenant and Tenant's family and guests. No guest shall be permitted within the Facilities unless Tenant is also present. Tenant indemnifies Landlord and holds Landlord harmless against all claims for personal injury sustained by Tenant and Tenant's family and/or guests in their use and enjoyment of the Facilities. Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the Apartment Property.

In order to use Facilities, Tenant agrees that:

- a. Tenant shall not permit any guests to use Facilities without Tenant present;
- b. Tenant shall use Facilities in a prudent manner, consistent with the customary use of the Facilities;
- c. Tenant shall not use Facilities in a manner which is offensive or dangerous to Tenant or any users of Facilities;
- d. Tenant will follow policies as established by Landlord in connection with the operation of Facilities;
- e. Landlord shall have the right to discontinue providing any or all Facilities at any time and for any reason;
- f. Landlord does not provide attendants or supervision of any kind for Facilities;
- g. Landlord has made no representation (i) that Landlord's representatives have any expertise in the operation of Facilities, (ii) that Facilities are fit for any particular purpose or (iii) as to the physical condition and operation of Facilities; and
- h. Use of Facilities by Tenant shall be wholly at Tenant's own risk.



Landlord reserves the right to prohibit use of Facilities to any individual that Landlord, in Landlord's sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized pets are not allowed within the Facilities or Unit at any time for any reason. A fine as set forth in the Terms will be assessed to Tenant for any violation of this policy by Tenant or Tenant's guest; payment of any such fine shall not relieve Tenant of Tenant's obligation to remove the unauthorized pet from the Apartment Property.

In connection with Tenant's use of Facilities, to the extent permitted by applicable law, Tenant is responsible for payment for damages or costs to Landlord from any claim based upon the acts of Tenant or Tenant's guests (which are prohibited from using Facilities); and

Tenant may not access any Facilities, Common Areas, or commercial spaces during unauthorized hours or times.

58. POOL/SPA/OUTDOOR RECREATION AREA USE

If a pool/spa/outdoor recreation area is provided, Landlord shall (in Landlord's sole discretion) have the right to require Tenants and Tenant's guests to wear Landlord-issued wristbands while in these areas at such times as Landlord requires. If Landlord so requires, Tenants will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband may be required to leave these areas and may be subject to disciplinary action in accordance with paragraph 3 of Section 44 of this Lease (titled Rules and Regulations).

Smoking and glass are strictly prohibited on the pool/spa/outdoor recreation area. Individuals caught smoking or possessing glass will be subject to an immediate fine as set forth in the Terms and will be required to leave these areas. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

59. FITNESS FACILITY

If a fitness or activity facility (including, without limitation and by way of example only, a fitness room, bowling alley, climbing wall, pool, boxing ring, billiards room, etc.) (each, a "Fitness Facility") is provided, Tenant understand that the use of the Fitness Facility at the Premises and its equipment is solely at Tenant's own risk. To the extent permitted by applicable law, neither Landlord, Landlord's property manager nor any of Landlord's employees (collectively the "Landlord Parties" assumes any liability for injuries Tenant, or Tenant's guests may sustain from use of the Fitness Facility or equipment. Tenant expressly acknowledges that there are certain dangers and risks inherent in the use of the Facilities, which may result from accidents, negligence, the use of equipment, exercise or other activities, or due to Tenant's physical condition. Tenant expressly acknowledge that Tenant voluntarily assume sole risk for any and all dangers, illnesses, damages, personal injuries and death that may result while using the Fitness Facility and/or while participating in exercise with or without instruction. Tenant represents that Tenant understands the potential risk to Tenant's health while exercising and/or using the Fitness Facility, which may include severe injury or death.

Rules may be posted at the Fitness Facility and Tenant agrees to follow any additional rules posted. Tenant should consult a physician before using any fitness equipment. Landlord urges Tenant to be considerate of others and wipe down equipment after Tenant's use. Tenant agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. Tenant will not attempt to make any repairs to the equipment. Tenant understand that the use of each Fitness Facility is a privilege that may be revoked if Tenant abuse the equipment or guidelines. By utilizing any equipment in a Fitness Facility or by being present in a Fitness Facility, Tenant will be deemed to have represented and warranted that Tenant fully understand all risks normally associated with participation or presence in such Fitness Facility or activity and fully indemnify and release Landlord from any and all injuries and damages caused to Tenant. Tenant agrees that Tenant may not enter any Fitness Facility without Landlord's prior consent, that Tenant will not allow anyone to access a Fitness Facility unless that person has received Landlord's consent, and that Landlord reserves the right to deny access to any Fitness Facility to any Tenant or other person whom Landlord judges to be a risk to the safety of any person or equipment located therein.

60. FIRE SAFETY

Tenant shall immediately call 911 in the event of a fire emergency.

Landlord shall furnish smoke detectors in good working order, when Tenant first takes possession of the Unit. Tenant must immediately report smoke detector malfunctions to Landlord. Neither Tenant nor others may disable smoke detectors. If Tenant disconnects or intentionally damages the smoke detector or does not replace batteries as needed, Tenant may be liable to Landlord for necessary damages as stated in state statutes. If Tenant disables or damages the smoke detector or fails to report malfunctions to Landlord, Tenant will be liable to Landlord and others for any loss, damage, or fines from fire, smoke, or water. Tenant is responsible for the cost of battery replacement for the smoke detectors.

Tenant agrees:

- a. to notify Landlord immediately through Landlord's EMS if Tenant perceives there to be any problem, defect, malfunction or failure with the smoke detectors in Unit;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed;
- c. that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that Tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way



- related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that Landlord is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If Tenant's Unit contains an overhead sprinkler system, Tenant must take care not to intentionally or unintentionally trigger the overhead sprinkler system in Tenant's Unit. Tenant may not hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any damage that occurs as a result of such situations. Tenant will be responsible for any and all damages to the Unit, other units, and the Apartment Property resulting from Tenant's triggering of the sprinkler system through carelessness, negligence, or misconduct.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, kerosene, or oil lamps) are not permitted within Unit or any area of the Property. Neither Landlord nor Landlord's property manager will be responsible for any damage resulting from the use of such items. The Unit does contain a fire sprinkler system. The last date of maintenance of the fire sprinkler system was 2024. The last date of inspection of the fire sprinkler system was 2024.

61. WEAPONS

Possession of any weapon (or ammunition) is prohibited unless Tenant is required by law to possess it, in which case Tenant must disclose to Landlord in advance both:

1. The law obligating Tenant to possess, and
2. A detailed description of any such weapon.

This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

62. HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors may lead to disciplinary action as determined by Landlord in Landlord's reasonable discretion, leading up to and including fines or eviction.

63. PHOTOGRAPHS

Tenant hereby gives Landlord permission to take photographs during Landlord hosted functions or activities which may then be used for the Apartment Property newsletter, bulletin board, website, social media, or other publications for marketing purposes.

64. DRUG POLICY

Tenant, and all guests or invitees of Tenant, shall not engage in the illegal possession, manufacture, purchase, sale, use, or distribution of drugs or controlled substances (or related paraphernalia) in the Unit or elsewhere on the Apartment Property. Violation of this provision shall be deemed a material violation of this Lease and constitute good cause for immediate remedial action by Landlord in Landlord's sole discretion, leading up to and including (without limitation) fines and the institution of eviction proceedings.

65. OFAC COMPLIANCE

(a) Tenant represents and warrants that (i) Tenant and each person or entity owning an interest in Tenant is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of Tenant constitute property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); (iv) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant shall be prohibited by law or that this Lease is in violation of law; and (v) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 *et seq.*, The Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Tenant shall be prohibited by law or that Tenant shall be in violation of law.

(b) Tenant covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable



basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under this Lease; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant's compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant's inclusion on the List at any time during the Lease Term shall be a material Default of this Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material Default of this Lease.

66. GOVERNING LAW. This Lease is governed by and construed according to the laws of Connecticut. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

67. COUNTERPART SIGNATURES

This Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered and been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an electronic signature to an electronic record under both E-SIGN and UETA with respect to this specific transaction.

68. BED BUG INFORMATION & PREVENTION

Tenant must notify Landlord of the presence or infestation of bed bugs. If Tenant fails to inform Landlord of the presence of bed bugs, then Tenant shall be fined and/or evicted from the Unit. The presence or infestation of bed bugs does not release Tenant from this Lease. Facts about bed bugs:

- a. Bed bugs are wingless, flat, reddish-brown, oval insects about 3/16-inch long or the size of an apple seed. As they feed on blood and during digestion, they become swollen and reddish.
- b. Detecting bed bugs can be difficult, as they are mostly nocturnal. However, evidence of an infestation can often be found in, around and between cracks and crevices including mattress seams, sheets and other bedding, carpeting, furniture, under cushions, behind baseboards, curtains, electrical outlet plates, picture frames and along window and door frames. Blood spotting on mattresses and nearby furnishings are also signs of a bedbug infestation.
- c. Bed bugs tend to stay close together and have a distinctively sweet, yet unpleasant smell.
- d. Bed bugs are found worldwide due to human travelers who transport luggage, clothing, bedding and furniture. Because bed bugs can easily travel from one room to another, it is recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before returning home.
- e. Bed bugs do not discriminate and can be found anywhere.
- f. Claims that associate bedbugs with poor hygiene and uncleanness are false. Tenants who avoid notifying property managers out of shame only facilitate the spread of bedbugs.
- g. Although their bites can cause irritation and even infection, bed bugs do not carry or transmit diseases. Bed bugs can become itchy and may leave red bumps and marks. Bed bug bites may appear similar to a number of other insect bites. However, unlike those of other insects, bedbug bites appear in tight lines of multiple, small, red marks. However, many bed bites leave no mark and go completely unnoticed.

Tips for Residents:

- a. DO NOT bring used furniture or belongings from unknown sources into your apartment.
- b. DO NOT try to treat the problem yourself. Improper treatment can not only be ineffective but also harmful to your health and the health of other residents.
- c. DO inform the property managers about bed bug sightings immediately.
- d. DO inspect your belongings after travel and prior to returning to your Unit.
- e. DO follow the property's outlined procedures for treatment and elimination.



Crime Free Lease Addendum

In consideration of the execution or renewal of the Lease of the Unit identified in the Lease that this Crime Free Lease Addendum is attached to, Landlord and Tenant agree as follows:

1. Tenant, any member of Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the Unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis.
2. Tenant shall not engage in any act intended to facilitate criminal activity.
3. Tenant shall not permit the Unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, and member of Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the Apartment Property.
5. **VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THIS LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY, except as provided by applicable law.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with this Lease. It is understood that single violation shall be good cause for immediate termination of this Lease, except as provided by applicable law. Proof of such a violation shall not require a criminal conviction but shall only require a preponderance of the evidence.
6. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of this addendum shall govern.
7. This Crime Free Lease Addendum is incorporated into the Lease executed or renewed this day between Landlord and Tenant.

*** SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGE ***



TERMS AND CONDITIONS (the "TERMS")

Tenant acknowledges that the following Terms apply to, and are a part of, the foregoing Lease at The Archive .:

UNIT DETAILS

Furnished	No
Washer/Dryer included	Yes

Type of Fee/Charge	Amount of Fee/Charge Payable by Tenant to Landlord
Security Deposit (If applicable)	Not applicable
Room Reassignment or Transfer Fee (if granted by Landlord)	\$1000.00
Renewal Transfer Fee (if transfer upon renewal is granted by Landlord)	\$1000.00
Late Rent Charge	\$5.00 commencing on the Tenth (10 th) day of the month on which any installment payment of Rent was due, and an additional \$5.00 for each and every day thereafter (including any portion of a day) until Tenant's account is paid in full, up to a maximum of \$50.00.
Failure to Inform Landlord of a possible bed bug infestation	A reasonable amount to be determined by Landlord and designed to compensate Landlord for its burden resulting from the violation.
Returned Payment Charge	\$50.00
Administrative Fee for Landlord's Procurement of Liability Insurance for Tenant (If Applicable)	Up to \$15.00 per month
Violation of Trash/Refuse Rules	Up to \$50.00 per occurrence or per item
Re-Letting Fee (if re-letting is granted by Landlord)	\$350.00
Unauthorized Guest Fine (more than two consecutive 24-hour periods)	\$50.00 per day
Unauthorized Pet Fine	\$500.00
Fine for smoking in restricted area	\$500.00
Fine for possession of glass in outdoor recreation area	\$250.00
Request for authorized personnel to unlock unit/bedroom	\$20.00
Replacement key FOB	\$75.00
Replacement Bedroom key	\$50.00
Replacement Mailbox key	\$30.00
Replacement Gate Remote (If applicable)	\$75.00
If key FOB is not returned to Landlord	\$75.00
Request for Locks to be Changed	\$75.00
Utility Billing Administration Fee	Not to exceed \$6.50 per month or \$78 annually

UTILITIES

	<i>Provided by Landlord</i>		<i>Not Provided</i>	Monthly Cap per Tenant
	Included in Rent	Paid by Tenant	Setup and Paid by Tenant	
Electricity		X		
Water		X		
Sewer		X		
Gas	X			
Trash	X			
Internet	X			
Cable			X	

PAYMENT OF RENT:

Each and every payment of Rent, including all installment payments, shall be made payable to "The Archive" at the following address The Archive 848 Chapel Street, New Haven, CT 06510