2625 W. Baseline Rd. · Tempe, AZ 85283
phone 800.658.5744 · fax 602.383.8222 · www.uat.edu

{ FOUNDER'S HALL LICENSE CONTRACT }

1. RESIDENT INFORMATION (*Required Fields)

Last Name*: _____ First Name*: _____ Middle Initial: _____

Permanent Address*: _____

City/State*: _____ Zip*: _____

Current Phone Number*: _____ Cell Phone: _____

Email Address*: _____ Gender*: ☐ Male ☐ Female

Date of Birth*: _____ Student ID#: _____

Social Security Number*: _____ Year in College (2016-17): ☐ FR ☐ SO ☐ JR ☐ SR ☐ GR

Major: _____

☐ FACULTY ☐ STAFF ☐ INTERN ☐ OTHER

2. ROOMMATE INFORMATION

Roommate(s) Requested: _____

Curriculum/Major: _____

Founder's Hall enjoys a smoke-free environment; however, some residents may choose to smoke outside the unit or building.

I am willing to share a unit with a smoker: ☐ Yes ☐ No

I am a smoker: ☐ Yes ☐ No

3. EMERGENCY CONTACT INFORMATION

Last Name: _____ First Name: _____ Middle Initial: _____

Address: _____

City/State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

Relationship to Student: _____

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4. UNIT STYLE AND PAYMENT PLAN

STEP 1:

STARTING/ENDING DATE:

____ Starting September 2016/Ending after May semester 2017

____ Starting January 2017/Ending after September semester 2017

____ Starting May 2017/Ending after January semester 2018

(Please check official semester start/move-in dates on the UAT website or contact the Office of Residence Life.)

STEP 2:

Please make your selection from the unit style you are willing to accept and rank order your preference by placing a number in the "Rank Order" box of that unit style. DO NOT place a "Rank Order" for any unit style you will not accept assignment.

PREFERENCE RANKING (1 = First Choice, 2 = Second Choice)**:**

	Bath Style	*Total Value*
_____	Shared Bath	$6,984
_____	Private Bath	$7,776

STEP 3:

Please select the Payment Option that best meets your needs by placing your initials in the box marked "Your Initials" for each unit style.

PAYMENT OPTIONS (Select ONE)**:**

_____ *(Initial)*	**MONTHLY**	Private Bath $648 per month (Due on the FIRST of EACH MONTH) Shared Bath $582 per month (Due on the FIRST of EACH MONTH)
_____ *(Initial)*	**SEMESTERLY**	Private Bath $2,514 per semester (Due on DAY ONE of lease term) 3% concession Shared Bath $2,258 per semester (Due on DAY ONE of lease term) 3% concession
_____ *(Initial)*	**FULL**	Private Bath $7,387 in full (Due on DAY ONE of lease term) 5% concession Shared Bath $6,635in full (Due on DAY ONE of lease term) 5% concession

STEP 4:

_____ *(Initial)* I have made the unit selection and payment plan listed above. I understand the submission of this completed license contract does not guarantee me a confirmed bed. I will be notified of my confirmed bedspace in writing from the General Manager, confirming my unit style and payment. It is only at the time you receive this confirmation that you are guaranteed a bedspace.

_____ *(Initial)* I agree to pay the total amount due (Rental Installment) for my Premises on or before due dates as outlined in the payment schedule determined by my payment plan option selected and as outlined in the License Contract. The License Term is the length of time between the Starting Date and the Ending Date outlined in the preferences selected. Except as otherwise provided herein, in the event the Starting Date and/or the Ending Date is different than those indicated in the License Contract, (different dates must be approved in writing by us) then the Rental Installment shall be prorated based upon a daily amount. If the date of move-in is on or before the 10th business day following the first day of classes at the University, there will be no prorated Starting Date and the Starting Date outlined in the License Contract will be used.

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5. DESCRIPTION AND RELOCATION

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

a. Your sole use of the bedspace assigned to you;

b. Together with the other residents of the apartment unit in which your assigned bedspace is located ("Apartment"), your joint use of the Common Areas in the Apartment (for purposes of this License, "Common Areas in the Apartment" are those areas within the Apartment to which you have access without going into another bedspace);

c. Together with the other residents at the Property, your joint use of the Common Areas at the Property (for purposes of this License, "Common Areas at the Property" are those areas within the Property to which all residents have general access); and

d. If we provide furniture in the Apartment, your sole use of the furniture within the bedroom in which your bedspace is located, and your joint use of all appliances and furniture within the Common Areas of the Apartment.

However, following five (5) days after we provide written notice to you, we have the right to relocate you from one bedspace in the Apartment to another, or to another similar bedspace in an Apartment in any building at the Property. If we relocate you, we will pay the costs associated with changing your phone and electric services only. If you request to be relocated, then you shall pay to us a Transfer Fee in the amount set forth in the Community License Addendum. In no event shall we be obligated to relocate you at your request.

6. OCCUPANTS

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

7. LICENSE TERM

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

8. HOLDOVER

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

9. MOVE-IN

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight 48 hours (or according to applicable law) after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. You acknowledge

that the condition of the Premises may not be the same as the condition of the model unit you may have previously toured. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS AND IMPERFECTIONS AND ACKNOWLEDGES THAT THE PREMISES ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE RENTED. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES, EQUIPEMENT OR FURNITURE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANABILITY, HABITABILITY, OR SUITABILITY.

10. MOVE-OUT

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

b. When you leave, whether at or prior to the Ending Date, we shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by us to have occurred during your occupancy and use of the Premises. You shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash from the Premises and returning furniture (as applicable) to its original placement. If you fail to clean or if any appliances or furniture have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Notwithstanding the foregoing, the final determination of damages for which you will be liable will be made by our maintenance staff who may not inspect your bedspace or Apartment until after you have moved out.

c. You shall pay all utility and service bills to the Premises for which you are responsible and cancel all utility accounts in your name. You shall return to us all keys, access cards, and remote control devices, if applicable, issued to you by us. If all keys, cards, and devices issued to you are not returned to us, you shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Your failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages. If no Security Deposit exists, you will be charged for all damages, cleaning, repairs, re-keying, and replacement costs.

d. If you leave any of your property in the Premises after you leave or after the end of this License, that property is deemed to be abandoned by you and may be disposed of by us according to applicable law.

11. SECURITY DEPOSIT

In the event you have deposited with the Manager (the "Security Deposit"), such Security Deposit is meant to secure your full and faithful performance of all obligations under this License (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the License). Upon termination of this License by reason of your default hereunder or the expiration of the Term, Landlord may deduct from the Security Deposit an amount sufficient to pay: (a) any damages as a result of your non-payment of any Rental Installment, portion of Rent or non-fulfillment of the Term of this License including your failure to enter into possession or abandonment of the Premises; (b) any reasonable charges for cleaning and damages to the Premises and Property beyond reasonable wear and tear for which you are responsible; (c) any unpaid bills which become due by virtue of your occupancy, or any utility expense that may be forwarded to us due to your non-payment; (d) any costs of re-renting the Premises after a default of this License by you; (e) any repair work or cleaning contracted for you with third parties; (f) any court costs incurred by

us in connection with terminating the residency; and (g) any other damages which we may sustain which may then be a permitted use of the Security Deposit under the applicable laws of the State in which the Property is located. Application of the Security Deposit in order to satisfy all or part of your obligations shall not prevent us from claiming damages in excess of the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rental Installment or any other charges under this License, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rental Installments or other obligations. Upon a sale and conveyance of the Property, we may transfer the Security Deposit to the new owner and upon such transfer, all of our liability for such Security Deposit shall terminate and we shall have no further liability under this License for events occurring after such transfer. Upon termination of this License, you shall provide us in writing with a forwarding address or new address to which any amount due from us may be sent. If you fail to provide such forwarding address, then any amount due to you shall be sent to your last known address.

12. RENTAL INSTALLMENTS AND ADDITIONAL CHARGES

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

a. Regardless of whether it is a holiday or weekend, if you have not paid the Rental Installment and other additional charges due to us by the 3rd of the month, then on the 4th of the month, if it remains unpaid, we can charge you a late charge of $30.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional $50.00 You also agree to pay a $30.00 charge for each returned check plus the above late charges until we receive acceptable payment. You acknowledge the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by us as a result of such late payment and not payment for the use of money.

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rental Installments (any past due Rental Installment(s) being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we do not have to, we can accept partial payment of an applicable Rental Installment, but we do not waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this License.

13. UTILITIES

You and the other residents of the Apartment must separately pay and provide required deposits and all other applicable fees or expenses for all utilities or services not included in the Rental Installment, as set forth in the Community License Addendum, including, but not limited to, cable or additional cable service, gas service, trash removal, telephone service, internet service, water service, sewer service, alarm monitoring and permitting, pest control, and electricity service. Except for allocated or submetered utilities, you agree that all utilities and services paid for by you and the other residents of the Apartment, will be in your or one of

the other residents of the Apartment names prior to, but not later than, the Starting Date. You acknowledge that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of this License. Resident shall be jointly and severally liable with all roommates in the Apartment for utility bills. Should we pay any utility charges on behalf of you, you shall be jointly and severally liable with your roommates to us for such charges. Any failure to pay such amounts shall be a default under this License.

To the extent allowed by law, you hereby agree that we may select the electricity service provider for the Property including the Premises. If the Property is in an area open to competition and the Apartment is separately metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as our provider, unless you provide us with written notice of your intent to choose a different provider. You shall give us advance written notice of any change in providers and shall be responsible for paying all provider fees related to any change, including fees to change back to our provider when you move out of the Premises. Before moving out you shall notify your provider so electric service can be transferred back into Landlord's name and the meter can be timely read. You agree to execute such documents as may be necessary to authorize us to select the electricity service provider for the Property including the Premises, upon request, but not later than 10 days after such request is made.

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

14. FURNITURE

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

15. CONDUCT OF RESIDENT AND GUESTS

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

Various areas of the Property are designated and intended for the use and enjoyment in common by all residents, including but not limited to the walkways, breezeways, courtyards, recreational facilities, lounges, clubhouse, town hall, computer lab, fitness center,

pool, hot tub, basketball, sand volleyball, tennis court, tanning device, game room, and other amenities (the "Amenities") made available by us. You and your guests must comply with all rules and regulations regarding these Amenities and should be considerate of others while using these Amenities. You acknowledge that we retain the right to alter, modify, or eliminate the Amenities should we so elect. The use of the Amenities by you shall be at your own risk. Your use may be regulated, denied, or restricted at any time by us.

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

16. PARKING RULES AND REGULATIONS

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

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

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

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

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

17. MAINTENANCE, ALTERATION AND REPAIRS

a. You assume responsibility for the condition of the Premises during the term hereof. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. You shall not change or add any lock to the Apartment without prior written consent from us. Your obligations to pay the charges described in this paragraph will survive after the ending of this License. Unless the condition is caused by normal wear and tear, we have no duty to repair or remedy a condition caused by you, a lawful occupant in the Premises, a member of your family, your guests or invitees; however, we may elect to do so. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you or your guest's violation of this License or the negligent or careless use of the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage

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by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice.

b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT. YOU MUST PROVIDE US WITH A WRITTEN REQUEST TO INSPECT OR REPAIR THE SMOKE DETECTOR AND MUST IMMEDIATELY PROVIDE US WITH WRITTEN NOTICE OF A MALFUNCTION OF THE SMOKE DETECTOR.

c. On the Starting Date, we will provide light bulbs for the light fixtures in the apartment.

d. We will act with customary diligence to maintain fixtures, hot water, heating and A/C equipment in the Premises as well as make all reasonable repairs to the Premises, subject to your obligation to pay for damages for which you are liable. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any other condition which you reasonably believe poses a material hazard to health and safety. Once we receive the notice we will act with reasonable diligence to make the repairs, but during that time you may not stop payment of or reduce the Rent.

e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

g. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:
· Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors. Immediately throw away moldy food.
· Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub.
· Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this License to repair or remedy the situation as necessary.
· Clean any small areas of mold which you discover on non-porous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic). The federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
· DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in accordance with state law.

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

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18. RESIDENT'S PROPERTY AND RENTER'S INSURANCE

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

19. LIABILITY

To the fullest extent permitted by law, neither we, the Manager, nor our respective employees, officers, directors, agents, representatives and affiliates, together with their successors and assigns (collectively the "Released Parties"), will be liable to you or any of your guests, invitees, licensees or agents, and you, for yourself and for your guests, invitees, licensees and agents hereby release the Released Parties from any and all claims, losses, costs, expenses, personal injury, damage, or loss to person or property (including any damage or loss to any personal property left in the Premises after the Lease has terminated or expired) caused by or associated with theft, burglary, assault or criminal conduct of other persons, theft, burglary, vandalism, fire, smoke, rain, flood, water leaks, hail ice, snow, lightning, wind, the presence of moisture or the growth of, or concurrence of, mold or mildew in the Premises or Property, explosion, surges or interruption of utilities, crimes, your personal conflict with your roommates, for any damage or inconvenience which may arise through repair or alteration of the Premises or any other cause whatsoever, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT, and you hereby forever relinquish and acquit the Released Parties from any and all liability therefore. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you.

We urge you to obtain your own insurance for losses due to such causes. YOU ASSUME FOR YOURSELF AND ALL YOUR GUESTS, INVITEES, LICENSSEES AND AGENTS ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK. To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Released Parties from and against (i) all fines, suits, claims, demand, liabilities, and actions (including costs and expenses of defending against such claims) resulting or alleged to result from any breach, violation or non-performance of any covenant or condition in this License and (ii) all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments suffered by, recovered from or asserted against any of the Released Parties on account of injury, illness or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of you or any of your agents, guests, licensees or invitees or of any other person entering upon the Premises under or with the express or implied invitation or permission of you or when any such injury or damage is the result, proximately or remotely, of the violation by you or any of you, or any of your agents, guests, licensees or invitees of any law, ordinance or governmental order of any kind or of any of the rules and policies included in this License, or when any such injury or damage may in any other way arise from or out of the occupancy or use by you, your agents, guests, licensees or invitees of the Property EVEN IF THE SAME IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES, it being intended that the foregoing indemnity extend to and cover the negligence of such parties. You specifically agree to look solely to Owner's interest in the Property and the rent and other income derived therefrom for the recovery of any judgment against Owner, it being agreed that Owner (and its affiliates, members, employees, partners and shareholders) shall never be personally liable for any such judgment and you shall not seek or obtain any such judgment. You agree that Manager (and its and its affiliates, members, employees, partners and shareholders), shall never be personally liable for any such judgment and that you shall not seek or obtain any such judgment. The provisions contained in the foregoing sentences are not intended to, and shall not, limit any right that you might otherwise have to obtain injunctive relief against Owner or Owner's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Owner. No consequential or punitive damages are recoverable against Owner or Manager. The provisions of this Section shall survive the termination or earlier expiration of this License.

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20. CASUALTY LOSS

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

21. PETS

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

22. RIGHT OF ENTRY

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

23. LICENSE TERMINATION/CANCELLATION

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

You may terminate this License if (i) you are a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty, for more than 30 days in response to a national emergency declared by the President of the United States of America; and you (a) receive orders for permanent change-of-station, (b) receive orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or (c) are relieved or released from active duty. You must provide us with written notice of your right to terminate, along with a copy of your military orders. In the event you provide valid

notice of termination in accordance with this paragraph, this License will be terminated 30 days after the date on which your next Rental Installment is due. Military permission for base housing does not constitute a permanent change-of-station order. After you move out, we will return your Security Deposit if applicable, less lawful deductions. For the purposes of this License, military orders described above will only release a resident who qualifies for a termination as indicated above, and such resident's spouse or legal dependents living in the resident's household. A roommate who is not the resident's spouse or dependent cannot terminate under this military clause.

24. TRANSFER OF LICENSE

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

25. DEFAULT

You are in violation of this License if:

a. You fail to pay any Rental Installment, Additional Rent or any other amount owed under this License as directed by this License;

b. You or your guest violates this License, the Community License Addendum, or any other addendum attached to this License, the Community Policies, any apartment rules, or fire, health, safety or criminal laws, regardless of whether arrest or conviction occurs;

c. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises as provided in Section 27 hereof;

d. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;

e. You are arrested, charged, convicted, or given deferred adjudication or pretrial diversion for a felony or misdemeanor offense, or a sex-related crime, or offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined under applicable law;

f. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession), as determined in Landlord's sole discretion;

g. You keep in your bedspace, the Apartment or any location at the Property, any (1) hand-gun, firearm, air gun, implement of martial arts, or weapon of any type, (2) any explosive, flammable, or any extra hazardous substance or device, or (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes.

h. You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this License, the Community License Addendum or the Community Policies.

i. Any of the utilities which are payable by your and/or the other residents of the Apartment are disconnected or shut-off because of non-payment.

26. REMEDIES

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

a. Collect any fine imposed under the this License, the Community License Addendum or the Community Policies;

b. Sue to collect past due Rental Installment(s) and any other damages we have incurred because of your violating the License;

c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the License or end your monetary obligation for the Premises by giving you written notice to vacate upon the date specified in such termination notice;

d. Sue to collect all unpaid Rental Installments and other sums which would become due until the Ending Date of the License or until another person takes occupancy (and then, we can still recover from you the difference between the Rental Installment you were supposed to pay and the rent actually paid by the new resident);

e. Terminate this License and your right to occupy the Premises and institute an action for eviction, by giving you written notice to vacate upon the date specified in such termination notice;

f. Report all violations to credit reporting agencies;

g. Draft your checking account any sums we say you owe that you have not disagreed with in writing;

h. Accelerate the remainder of the Rental Installments due under this License through the Ending Date;

i. Do any combination of a, b, c, d, e f, g or h; and

j. Exercise any and all rights and remedies available to us in law or in equity.

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

27. RESIDENT'S PROPERTY LEFT IN PREMISES

We shall have the right to determine when the Premises is abandoned in our sole discretion but in accordance with applicable law. You agree abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) discontinuance of any utility service, and (iii) continued failure to respond to any notices, phone calls, or correspondence from us, and (iv) you appear to have moved out before the end of the Term of this Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedspace for five (5) consecutive days. In the event the Premises is abandoned, we shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possessions shall be considered our property and title shall vest in Landlord. You may redeem your personal property in accordance with and if applicable law permits. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by you and may be disposed of by us in accordance with applicable law. Unless you provide us with written notice of the name, address and telephone number of a person to contact in the event of your death, we or your Guarantor may, enter the Premises to remove, store and/or dispose of your property without any liability therefore. Your Security Deposit, less any deductions, may be refunded to your Guarantor. The provisions of the Sections shall survive expiration or earlier termination of this License.

28. CUMULATIVE REMEDIES

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

29. COSTS AND FEES

To the extent allowed by applicable law, in the event we bring an action against you because of your violation of this License, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. In the event of any legal action

brought relating to this License Contract, the prevailing party shall entitled to their reasonable attorney's fees and costs from the losing party. Both parties waive their rights to a trial by jury in any court proceeding and stipulate and agree that said litigation can be heard by a judge. The provisions of this Section shall survive expiration or earlier termination of this License Contract.

30. SUBORDINATION AND RIGHT TO ENCUMBER

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

31. SALE OF THE PROPERTY

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

32. GOVERNING LAW

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

33. RESIDENT INFORMATION

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

34. PHOTOGRAPHS

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

35. MULTIPLE RESIDENTS

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

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36. GENERAL

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

37. SAFETY

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

38. GUARANTY

We may require you to submit an executed License Guaranty ("Guaranty"). The person who signs must attach a copy of their driver's license or other governmental photo identification. If we require a Guaranty, we shall have the right (but not the obligation) to cancel this License in the event an executed Guaranty is not fully executed and returned to us within seven (7) days from the execution date of this License by you, or if such Guaranty is not fully executed and returned to the us prior to your occupancy, whichever time period is shorter. We reserve all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to us of the performance of the covenants of this License and not substitution of your responsibilities and obligations hereunder. In the event you submit an executed License but do not submit an executed Guaranty as and when required by us, we shall have the right to require you to honor your obligations under and comply with all obligations of this License.

39. SPECIAL PROVISIONS

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

40. PRIVACY POLICY

An individual's right to keep personal information private is highly important. Manager is committed to protecting and maintaining the privacy, accuracy and security of your personal information. This Privacy Policy sets forth the privacy practices of the Manager with respect to protecting the confidential nature of personal information, including you and your guarantor's social security number and/or driver's license number which may have been submitted with this License. We will only collect information which is relevant to your leasing of a bedspace at the Premises. The disclosure of your or your guarantor's social security number and/or driver's license number may be required so that we may (i) verify your eligibility to rent a bedspace or apartment, (ii) verify the eligibility of your guarantor, and, (iii) if applicable, to secure credit and criminal background reports. In addition, if you default on your License, we may use this information to report your default to credit agencies. If we do not obtain this personal information, we may be unable to provide you with accommodation at the Premises. All personnel of Manager, including part-time administrative help, may

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have access to your personal information. Your information may be stored in hardcopy or electronically in our systems. We maintain physical security over our paper and electronic data storage and premises and computer and network security which meet current industry standards to ensure that your personal information is kept secure and confidential. Hardcopy information is either under supervision or secured in a locked filing cabinet or in a locked area. Electronic hardware is either under supervision or secured in a locked area. In addition, passwords are used on computers. Our staff is trained to collect, use, and disclose personal information only as necessary to fulfill their duties and in accordance with this privacy policy. We destroy paper files containing personal information by shredding. We destroy electronic information by deleting it and, when the hardware is discarded, we ensure that the hard drive is physically destroyed.

41. ACKNOWLEDGEMENT AND ACCEPTANCE

By signing this License Contract, I am acknowledging that I have received, read and understand and agree to the terms contained in the License Contract, Community License Addendum and Community Policies. I acknowledge that I am entering into a legal and binding contract which, except as otherwise set forth herein, has financial penalties if cancelled for personal reasonsterminated. I agree to be bound by the contract provisions contained in License Contract Addendum and accept accommodations to which I may be assigned. New students' units are assigned after returning residents have been assigned to their units.

I hereby authorize a signature by me, by facsimile or other electronic transmission, to be as valid and binding as my original signature. Signing this acknowledgement indicates that you have had the opportunity to review landlord's tenant selection criteria. The tenant selection criteria may include factors such as a criminal history, credit history, current income, and rental history. If you do not meet the selection criteria, or if you provideinaccurate or incomplete information, your License Contract may be rejected and your License Contract processing fee will not be refunded.

By:_____ Print Name: _____ Date: / /
(RESIDENT SIGNATURE)

42. CONFIRMATION AND OUR ACCEPTANCE ** FOR OFFICE USE ONLY **

The OWNER has confirmed the Unit Type assigned to you by their initials adjacent to the confirmed accommodations in the Unit Style and Payment Plan section of this License Contract and their signature below.

BY: UAT HOUSING, LLC

By:_____ Print Name: _____ Date: / /
(OWNER REPRESENTATIVE)

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{ LEASE GUARANTY AGREEMENT }

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

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

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

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

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

RESIDENT INFORMATION

Last Name: _____ **First Name:** _____ **Middle Initial:** _____

GUARANTOR INFORMATION

Last Name: _____ **First Name:** _____ **Middle Initial:** _____

Address: _____ **City/State/Zip:** _____

Email: _____ **Social Security Number:** _____

Date of Birth: _____ **Telephone Number:** _____

Guarantor Signature: _____ **Date:** _____

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

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{ FOUNDER'S HALL COMMUNITY LICENSE ADDENDUM }

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

DEFINITIONS

Resident (Tenant): The named individual identified in the License Contract (referred to in the License as "you" and "your")
Landlord (Owner): UAT Housing, LLC (referred to in the License as "we""us" and "our")
University: University of Advancing Technology
Manager: Century Campus Housing Management, L.P. dba Campus Living Villages
Property: A 260-bed residence hall project located at 2627 West Baseline Road, Tempe, AZ 85283.

INITIAL DEPOSIT

Your initial Deposit is **$550.00** (a refundable $400.00 Security Deposit and a $150.00 License Contract Processing Fee). The $150.00 non-refundable License Contract processing fee is to cover our administrative expenses. The $400.00 Security Deposit will be refunded if you are not approved. If you are applying without a guarantor, you will be required to pay an additional refundable deposit of $350.

RENTAL INSTALLMENTS AND ADDITIONAL CHARGES

This license contract is a twelve (12) month term. I agree to pay the total amount due (rental installment) on or before due dates in the payment schedule based on the payment option selected. Starting date is listed on the UAT Academic Calendar. Housing charges will be added to your UAT Student Account. If you are unable to pay your entire bill after financial aid by the deadline, you may be removed from UAT student housing.

SECURITY DEPOSIT

You agree that we have fourteen (14) business days after the later of (a) expiration or termination of this theLicense Contract, (b) the date on which you return possession of the Leased Premises (including keys) and (c) demand by Resident to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

UTILITIES

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

☒ ***Electricity** ☒ **Water & Sewer** ☒ **Gas** ☒ **Garbage Collection** ☒ **Internet** ☐ **Local Telephone**

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

HOLDOVER

If you still occupy the Premises past the Ending Date or earlier termination of the License or possession of the Premises by us (in accordance with the provisions of this License), or the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us the greater of (a) two months Rent or (b) twice the actual damages sustained by us for the extra time that you stay in the Premises (payable daily in advance without notice or demand).

LICENSE TERMINATION

Termination Prior to the Start Date: You may terminate this License if you have not enrolled in, or become employed by the University (or any other institution of higher education in the Phoenix area), provided you (i) notify us in writing, and (ii) if your notice is given less than forty-five (45) days prior to the Start Date, you must pay to us a Termination Processing Fee in the amount of $150.00.

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Termination After Move-In: You may terminate this License following move-in if you are no longer enrolled at, or employed by, the University (or other institution of higher education in the Phoenix area), provided you give us written notice and pay to us (ii) the balance of the remaining Rental Installment Payments attributable to the then current semester (in addition to the required Rental Installment Payments and other charges due to us up to the effective date of the termination), plus (ii) a Termination Fee in the amount of $400.

METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Century Campus Housing Management, L.P., dba Campus Living Villages, Attention: Director, 2627 West Baseline Road, Tempe, AZ 85283.

COMMUNITY POLICIES

Agreement to adhere to policies: Intranet > Campus Life > Founder's Hall Policies
uat.edu/media/UAT-found

PETS

You are not permitted to have pets of any kind including aquariums for use with fish or reptiles. We will assess a fine of $100.00 (which will include the required fumigation charge, if appropriate) if you violate this policy. If we catch you with a pet, you must remove the pet within 24 hours. If you violate this pet policy more than once, there will be additional fines and other disciplinary action.

REMEDIES

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

TRANSFER OF LICENSE

If we approve a transfer of your rights under this license to another person you will not be charged a reletting fee.

BED BUGS

You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation. We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.

You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.

You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced. Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-

up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. You acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the License; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the License. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.

Neither Owner nor Owner's agents and employees shall be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner. Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your License. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the License and/or this Addendum.

BED BUG EDUCATIONAL MATERIALS:

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods. Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs. While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false. Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies

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- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of the skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving at their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

BED BUG DO'S AND DON'TS:

- Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- Do inspect rental furniture for bed bugs before bringing it into your dwelling. Be sure to check any rented furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- Do address bed bug sightings immediately. Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

THE TERMS OF THIS ADDENDUM ARE AGREED TO AND ACCEPTED BY:

By:_____ Print Name: _____ Date: / /
(RESIDENT SIGNATURE)

By:_____ Print Name: _____ Date: / /
(OWNER SIGNATURE)

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{ CAMPUS LIVING VILLAGES RESIDENT QUALIFYING CRITERIA }

Welcome to our community! In order to qualify for housing at this Campus Living Village community a potential resident must meet qualifications listed below.

Please note that these are our current rental criteria and that nothing contained in these requirements shall constitute a guarantee or representation by us that all residents currently residing in our community have met these requirements.

STUDENT REQUIREMENTS – ON CAMPUS

Our community is student/education oriented and applicants should demonstrate, at the time of lease signing, that they are a student at a college, university, or other institution of higher learning, or be a sponsored visitor by an official or department at the college or university.

ESTABLISHING IDENTITY

All applicants who are citizens of the United States must have a government issued I.D. All applicants who are citizens of another country must provide a valid passport, or the official immigration document that entitles you to be in the United States, and proof of employment in this country or an I-20 verifying student status.

CREDIT HISTORY

In the event that the community requires a credit check, all potential residents and/or guarantors are subject to approval through a third party applicant screening agency. Approvals of all applicants are based upon an empirical system that incorporates various credit factors along with other non-statistical factors to determine overall applicant worthiness. The primary criterion used to determine rental decisions is a statistically based score (Leasing Desk Score). It is a cumulative analysis from several statistical indicators that calculates an applicant's overall credit score and then rates the applicant or guarantor from 0 to 1000, with a higher number indicating a lower financial risk.

Some of the indicators used may derive from income relationships, including rent-to-income and debt-to-income ratios based on calculations determined from the application and the credit record. Other indicators may consider credit worthiness as determined by the national credit scores and other proprietary credit calculations more specific to the apartment industry.

Unsatisfied bankruptcies, judgments, and tax liens will be an automatic denial. Satisfied and unsatisfied evictions, foreclosures and repossessions will also be an automatic denial. Any delinquent monies owed to a previous landlord will be grounds for denial of residency.

In addition to the Leasing Desk score, other factors may impact the overall rental decision of an applicant/guarantor including criminal background checks, rental and eviction histories, check writing histories, as well as other indicators. When these non-statistical factors are combined with the Leasing Desk score, an overall rental result is determined. A report of Negative or Open bad Checks will require that all payments be made with Certified Funds.

CRIMINAL BACKGROUND CHECKS

The community may also perform a criminal background check on all applicants. Applicants will be rejected for felonies, deferred adjudications for a felony, crime against persons, certain types of misdemeanor criminal convictions, certain types of unclassified criminal convictions or if applicant has a juvenile record that includes any of these serious offenses. Any such offenses shall be grounds for denial of residency or termination of the lease should such offense occur after the

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initial approval for residency. Please note that this requirement does not constitute a guarantee or representation that residents or occupants currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony, there may be residents or occupants that have applied to reside in our community prior to these requirements going in to effect. The background reports may include an Office of Foreign Assets Control ("OFAC") search for Specially Designated Nationals and Blocked Persons. The OFAC list is updated periodically as new individuals and entities are identified. The United Stated government has classified the individuals and/or entities on the list as potentially dangerous and a threat to national security.

OCCUPANCY GUIDELINES

Occupancy at the Premises is limited to one resident per bedspace. An additional minor child being twelve (12) months of age or less who occupies the same bedspace with the child's parent or legal guardian, will be permitted in addition to the one person per bedspace occupancy guideline referenced above.

REJECTING APPLICANTS

If rejected, the community shall return any refundable money that was required of the potential applicant and document the reason for denial and send a denial letter to the applicant. If you are denied you may request a copy of your consumer credit report from the credit reporting agency and you may request a correction of the information if you deem the information is inaccurate from the reporting agency.

GENERAL

Inaccurate or falsified information will be grounds for denial or eviction. Any individual, who may constitute a direct threat to the health and safety of an individual, the community, or the property of others, will be denied.

Campus Living Villages adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulate that it is illegal to discriminate against any person with respect to housing because of race, creed, religion, sex, national origin, disability or familial status. Campus Living Villages is an Equal Housing Opportunity Community.