



LEASE AGREEMENT – SEPTEMBER 2017

THIS LEASE AGREEMENT ("Lease") made by and between:

Resident Name: _____ Resident Phone: _____

Resident Address: _____ Social Security #: _____

Hereinafter called "Resident", and UAT Housing, LLC DBA Founder's Hall hereinafter called "Landlord". The terms "you" and "your" shall refer to Resident; the terms "us" and "our" shall refer to Landlord. For and in consideration of the rent to be paid and the premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Resident agree as follows:

- Premises.** Landlord does hereby lease unto Resident and Resident hereby leases from Landlord a room or suite accommodation in the residence hall known as Founder's Hall, **[2627 W. Baseline Road Tempe, AZ 85283]**, ("Founder's Hall") consisting of your sole use of an individual bed space in a [____] bed space/[____] bathroom unit or suite and your nonexclusive right to use the shared living areas in the unit or suite (the "Premises"), all subject to and in accordance with the provisions of this Lease. The Premises are not a specific room or suite within the Property, but rather the room or suite Landlord assigns Resident in order to accommodate, to the extent possible, the interest and personal preferences of Resident and other Residents and the interests of Landlord and the Property. With at least five (5) days' notice to Resident, Landlord may relocate Resident to another room or Unit in the Property. Landlord will attempt to honor Resident's request for a co-Resident assignment(s) in multiple occupancy units, but Landlord reserves the right to make or change all room and Unit assignments. As used in this Lease, the term "Unit" shall mean the unit or suite in which Resident's bed space under this Lease is located.
- Term.** The term of this Lease ("Term") shall begin August 30, 2017, at 12pm. and terminate August 20, 2018, at 12pm, unless sooner terminated as hereinafter provided. This Lease continues regardless of whether Resident is transferred, ceases to be enrolled, or for any other reason Resident is unable to continue occupancy of the Premises, and Resident's (and Guarantor's) obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it or until tenancy is otherwise terminated pursuant to the terms of this Lease or the laws of the state in which the Property is located.

Rental. Please select the payment option that best meets your needs by placing your initials in the box marked "Your initials" for each.

Bed Space & Payment Options: (Select One) _____ **Private Bath (\$8016.00)**

_____ **Shared Bath (\$7188.00)**

- _____ **Monthly** Private Bath \$668 per month (DUE on the FIRST of each month)
(Initial) Shared Bath \$599 per month (DUE on the FIRST of each month)
- _____ **Semesterly** Private Bath \$2592 per semester (DUE on DAY ONE of each term) 3% concession
(Initial) Shared Bath \$2324 per semester (DUE on DAY ONE of each term) 3% concession
- _____ **FULL** Private Bath \$7615 in full (DUE on DAY ONE of lease term) 5% concession
(Initial) Shared Bath \$6829 in full (DUE on DAY ONE of lease term) 5% concession

Resident acknowledges that the full amount of the rent stated above is due even though the Term stated above does not encompass a full 365 days. The total rent is a fixed amount for the entire Term and is payable in installments for convenience only; there is no proration or adjustment for any partial month during the Term.

Time of payment is of the essence and is due on or before the 1st day of each month, without Landlord having to make demand for payment. In the event the payment is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. In the event that Resident does not cure such default within ten days after notice of the default is delivered by Landlord to Resident, then the Resident's delinquent payment will not cure the default, and Landlord may terminate this Lease, initiate eviction proceedings, and/or exercise any other remedies that may be available to Landlord hereunder, at law, in equity or otherwise. A \$50.00 charge will be assessed by Landlord on the 5th of each month for delinquent payments due that month that have not been paid by such date, outside of any payment plans for financial aid that are in writing, with \$5.00 charge for each additional day until payment is made in full, and Resident agrees to pay all such charges upon demand by Landlord. Resident agrees that such late fees are a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation. There will be a \$50.00 service charge on all returned checks. No checks will be accepted thereafter. Landlord can require Resident to pay any amounts due by cashier's check, wire transfer, or certified funds. Rent shall be payable to Landlord at its office located on the premises of the Property. Resident has no right to withhold Rent for any purpose, except as allowed under applicable law. Resident may not reduce any Rent payable to Landlord, except as allowed under applicable law.

Advanced Rent. Landlord may, as a condition to entering into this Lease, require that Resident pay advance installments of basic rent and charges upon Resident's execution of this Lease. (See Summary of Initial Installment and Initial Payment attached hereto for requirements.) All such payments shall be considered advanced rent and shall be held by Landlord without obligation to segregate such funds or pay interest on the same, except to the extent otherwise required by applicable law. Unless agreed otherwise by Landlord in writing, (i) the payment by Resident in advance of one installment's basic rent and charges shall be applied to the first installment of basic rent and charges as the same becomes due, and (ii) any additional advanced rental (in excess of one installment) shall be applied towards basic rental and charges last becoming due under this Lease in the reverse order of their due date. In the event of any court proceeding between Landlord and Resident, the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred.

3. Other and Supplementary Terms, Attachments and Addendums. To the extent attached to this Lease, each of the following are incorporated into and are a part of this Lease as if they were set forth in the body of this Lease. Capitalized terms used in each attachment and addendum that are not otherwise defined shall have the meanings ascribed to them in this Lease.

- Summary of Initial Installment and Initial Payment
- Guaranty of Lease
- Supplementary Lease Agreement Provisions
- Rules and Regulations
- Mold & Moisture Resident Responsibility Addendum
- Crime Free Lease Addendum
- Room Condition Inventory Addendum
- Internet Access Addendum
- Indemnification & Property Damage Liability Addendum
- Bed Bug Addendum
- Resident Profile Card

Executed to be effective as of the _____ day of _____, _____.

Resident: _____ **Landlord:** [_____]

By: [_____] , its Authorized Agent

By: _____
(Resident Signature)

By: _____
(Authorized Signature)

Date: _____

Date: _____

GUARANTY OF LEASE

Name of Resident: _____ Name(s) of Guarantor: _____
Date: _____ Relationship to Resident: _____

THIS GUARANTY OF LEASE ("Guaranty") is made for the benefit of [Founder's Hall] ("Landlord"), and is effective upon execution by Guarantor. The Resident has offered to contract for the use of one assigned bed space and accompanying apartment residential areas at the property known as Founder's Hall located in Tempe, AZ, and Landlord has indicated that it will require an acceptable guaranty of the Resident's financial obligations under the Lease. In consideration of and to induce the execution and delivery of the aforesaid Lease by Landlord, the undersigned Guarantor, jointly and severally and coextensively with Resident hereby unconditionally, absolutely and without limitation in time or amount, guarantee to the aforesaid Landlord the full and timely payment and performance of all rent and other covenants, terms and conditions of the Resident inuring to the Landlord under said Lease including any and all holdover periods or renewals or extensions thereof.

This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by the Landlord to the Resident or by any amendment or modification of the Lease, or by the Resident's discharge in bankruptcy, the termination or rejection in bankruptcy of the Lease, or by any assignment or subletting of the Lease. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of this Lease; including any defense that Resident lacks sufficient legal capacity to enter into the Lease. In the event any payment by Resident to Landlord is held to constitute a preference under the bankruptcy laws, or if for any other reason under bankruptcy proceedings Landlord is required to refund such payment or pay the amount thereof to any other party, such payment by Resident to Landlord will not constitute a release of Guarantor from any liability hereunder and Guarantor agrees to pay such amount to Landlord upon demand. Any notice or demand to the Resident concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned. The Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against the Resident before recovering hereunder from the undersigned, and neither the release of any guarantors or release of any security for the Resident's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released.

The undersigned acknowledges full knowledge of the terms and provisions of this Lease. This Guaranty shall be binding upon the heirs, personal representatives and assigns of the undersigned, and inure to the benefit of the Landlord's successors and assigns. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord in respect of this Guaranty and hereby irrevocably appoints Resident as its agent for service of process related to this Guaranty. Grantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of the State of Arizona, and Guarantor submits to jurisdiction in the courts of Maricopa County, Arizona or the U.S. District Court.

GUARANTOR CONSENTS TO LANDLORD OR ITS AGENT OBTAINING GUARANTOR'S CREDIT REPORT THROUGH A CONSUMER CREDIT REPORTING AGENCY.

Guarantor signature

Guarantor's spouse signature

address

city, state, zip

employer & title

home telephone

Guarantor's social security number

driver's license # / state

date of birth

e-mail address

annual income

Guaranty

Form, April 2014

SUPPLEMENTARY LEASE AGREEMENT PROVISIONS

4. Security Deposit.

Deposit: \$400.00

Application Fee: \$150.00

Resident shall pay to the Landlord a non-refundable sum of \$150.00 to be paid upon submission of the rental application as an administration and application fee. Resident shall also pay a sum of \$400.00 at submission of Lease for the faithful performance of Resident's promises and duties herein (the "Security Deposit"). Landlord shall not be required to pay any interest to Resident upon the Security Deposit. Landlord may deduct from the Security Deposit amounts sufficient to pay (1) all accrued rent and rent becoming due as a result of premature termination of the Lease by Resident; (2) any and all damages that the Landlord has suffered or will reasonably suffer by reason of Resident's noncompliance with applicable law or this Lease and the Supplemental Provisions relating to the Lease; (3) any unpaid electric or other utility charges that Resident is obligated to pay under the Lease or the Supplemental provisions; and (4) any other damages of Landlord which may then be a permitted use of the Security Deposit under the laws of Arizona (including, but not limited to, the removal of unauthorized locks and fixtures installed by Resident, packing, removing and storing abandoned property, and any other unpaid charges or fees for which Resident is responsible under this Lease). Landlord's application of the Security Deposits (if any) shall not relieve Resident of liability for any other rent, charges, damages or other costs until the term of this Lease expires, or the unit is re-rented, whichever comes first. Accepting money does not waive Landlord's rights to damages, past or future rent or other sums, or, if allowed by law, to continue with the eviction proceedings. Exercising one remedy will not constitute an election or waiver of other remedies. After having deducted the above amount, Landlord shall refund to Resident, within fourteen (14) days, excluding Saturdays, Sundays or other legal holidays, after the termination of the tenancy and delivery of possession and Resident provides Landlord a written statement of Resident's forwarding address, the balance of the Security Deposit along with an itemized statement of any deductions, by mailing to the Resident's forwarding address provided to Landlord.

5. Utilities and Services. Landlord agrees to furnish gas, water, sewer, pest control, trash removal, and electric. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the unintentional interruption of any utility service or the failure of any defect in any equipment or appliance serving the Premises or the Property. None of the foregoing shall be construed as or constitute an eviction of Resident, or work an abatement of Rent, or relieve Resident from fulfillment of any covenant or agreement of this Lease.

6. Use and Conduct. Resident may use and occupy the Premises for residential housing purposes only. Resident may not conduct any commercial enterprise in the Premises. Resident shall cooperate and adjust to the concept and requirements of living in a residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Resident may not have any handgun, firearm, or weapon of any type or any explosive flammable or hazardous substance, or anything else of a dangerous nature in the Premises. Resident may not allow the misuse of alcoholic beverages in violation of Arizona law or the Property rules and regulation, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known harmful or habit-forming drugs and/or chemicals in the Premises or at the Property by Resident or Resident's guests. Resident may not smoke or allow its guests to smoke in the Premises or any indoor portion of the Property. Resident also agrees to comply with and abide by all rules and regulations applicable to Resident as a student that may be promulgated from time to time by the university or college that Resident attends, and the violation of any of said rules and regulations may, in the sole discretion of Landlord, be deemed a default under this Lease.

7. Rules and Regulations. Resident, Resident's guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection with it (the "Rules and Regulations"). A copy of the existing Rules and Regulations is attached hereto and the Resident acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a breach of

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this Lease giving to the Landlord all the rights and remedies herein provided. (In the event of conflict between the provisions of this Lease and the Rules and Regulations, the Rules and Regulations shall govern.)

- 8. Rental Application.** In the event the Resident has submitted a Rental Application in connection with this Lease, he acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Resident warrants to Landlord that the facts stated in the Application are true to the best of his knowledge. If any facts stated in the Rental Application have been materially falsified, the Landlord may deliver a written notice to Resident specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than ten days after receipt of the notice of the breach is not remedied in ten days. .
- 9. Resident's Obligations.** In addition to the other obligations of the Resident under this Lease, during the term of this Lease, Resident shall:
- a) use the Premises for residential use only and in a manner so as not to disturb his neighbors;
 - b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - c) keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, and yards used by Resident in connection with the Premises in a clean, safe, sanitary and presentable condition;
 - d) comply with any and all obligations imposed upon Resident by applicable building and housing codes;
 - e) dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
 - f) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises (Resident shall be liable to Landlord for any damages caused by his failure to comply with this requirement);
 - g) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances, fixtures and smoke detectors) or permit any person, known or unknown to Resident, to do so;
 - h) be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Resident, and natural forces;
 - i) permit Landlord or its agents to enter the Premises during reasonable hours after at least 48 hours' notice from Landlord (unless a shorter period is agreed upon by Resident, and no notice shall be required if a health or safety emergency exists or the Resident is absent and Landlord reasonably believes that entry is necessary to protect the premises from damage) for the purpose of (1) inspecting the Premises and Resident's compliance with the terms of this Lease; and (2) making such repairs, alterations, improvements or additions thereto as Landlord may deem appropriate;
 - j) not abandon or vacate the Premises during the term of this Lease;
 - k) prevent damage caused by frozen pipes, maintain a minimum temperature of 60 degrees in the Unit (including, without limitation, during school breaks), and Resident shall be liable for any damage or losses arising from Resident's failure to do so (including, without limitation, Landlord's administrative costs).
- 10. Permitted Occupants.** The Resident shall not allow or permit the Premises to be occupied or used as a residence by any person other than Resident and the other persons to whom the shared living area has been assigned by Landlord.
- 11. Maintenance and Repairs.** Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (i) such repairs necessitated by Resident's intentional or negligent misuse of the Premises which shall be the responsibility of Resident; and (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which shall be the responsibility of Resident. In addition to the foregoing,

Resident shall promptly inform Landlord, or their agent, in writing, of any necessary repairs which need to be performed by Landlord. Resident shall keep the Premises and the items furnished by Landlord in good and clean condition. Resident shall promptly reimburse Landlord for all costs for necessary repairs or replacements necessitated by Resident's intentional or negligent misuse of the Premises or any items furnished by Landlord.

- 12. Acceptance of Premises.** Resident acknowledges that he has inspected the Premises and he agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. Resident also acknowledges that no representation as to the condition or state of repair of the Premises has been made.
- 13. Right of Entry.** Landlord can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection with a 48 hour written notice (which notice may be posted on the door of your unit) or at the request of the resident; (b) at any time in an emergency, without liability to Resident; (c) at times scheduled with Resident to show the Premises to prospective Residents, lender, or purchasers; and (d) at any time if Resident defaults under this Lease and abandons the Premises.
- 14. Furnishings.** Landlord shall supply the Units with the following furnishings: bed frame, mattress, desk, desk chair, chest of drawers, microwave, mini refrigerator, and blinds & screens.
- 15. Alterations.** The Resident shall not make any alterations, additions or improvements in or to the Premises or paint or decorate (including the hanging of plants, pictures, mirrors, etc., from the ceilings or walls) the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Resident's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.
- 16. No Assignment or Sublease.** Resident shall not sublease the Premises nor assign this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Any Resident request for consent to sublease or assign shall be processed through Landlord's on-site property management office and shall be subject to a \$250 administrative fee to process the request.
- 17. Default/Landlord's Remedies.** In the event Resident shall fail to perform any duty or condition of this lease within ten (10) days of having received notice from Landlord to do so, then Landlord, in addition to all other rights and remedies provided by law, shall have the right to terminate the Lease and file a special detainer action against Resident as prescribed by Arizona law. Landlord shall be entitled to collect any damages resulting from Resident's default, including, but not limited to, any costs of re-entering the Premises, the difference, if any, between the reasonable rental value of the Premises (or the actual rental at which the Premises are re-let) and the rental provided for herein for the balance of the term. Upon any reentry pursuant to this paragraph, Landlord may, to the extent permitted by law, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises and store such property at Resident's expense. If Resident defaults and Landlord terminates this Lease, Landlord shall use reasonable efforts to mitigate Landlord's damages. In addition, if Resident finds a suitable new resident not already leasing at the Property to move into the same room type as Resident's, Landlord shall apply the rent paid by the new resident against the rent otherwise due under this Lease; however, if Resident does not find such a replacement resident, Resident still receives a credit against rent otherwise due for rent paid by replacement resident found by Landlord, but in the chronological order of similarly situated form residents of the Property whose leases have terminated before their contracted lease term ends. In no event will Landlord be obligated to Resident for any excess credit amounts. If the Premises are found in noncompliance with this Lease, Landlord has the right to collect all outstanding expenses from the Resident that were incurred by the Landlord in connection with such noncompliance. Further, if any information given by Resident on his/her application is found to be false or misleading, Landlord shall consider such as a material breach of this agreement.
- 18. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Resident shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert

the Landlord's rights. No acceleration of rentals, regardless how often occurring, which Landlord chooses to ignore by thereafter accepting rental or other performance by Resident shall constitute a waiver of the right to thereafter accelerate rentals.

- 19. Guaranty.** Before it accepts this Lease, Landlord requires a guarantee signed by Resident's parent(s) or other sponsor (and sponsor's spouse) in the form of the Guaranty of Lease attached to this Lease, unless such requirement is waived by Landlord in its sole discretion. If Residents delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies.
- 20. Eminent Domain and Casualties.** Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation. In the event that compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical, Landlord shall have the right to terminate this lease. In the event of other damage or casualty, to the extent permitted by applicable law, Landlord may terminate this lease.
- 21. Resident's Insurance.** Resident shall fully assume the risks of damage, destruction, and loss to Resident's personal property located at the Property resulting from theft, fire, storm, and all other hazards and casualties. Landlord and its agents shall not be liable for any damage to, or destruction or loss of, any of Resident's personal property located or stored upon the Premises or the common areas regardless of the cause or causes of such damage, destruction, or loss. Resident acknowledges that Landlord has no insurance coverage on the personal possessions of Resident whether located at the Premises or the common areas. Landlord strongly recommends that Resident secure Resident's own insurance to protect against the risks, hazards and casualties described above. Resident acknowledges that Landlord has no insurance coverage on the personal possessions of Resident whether located at the Premises or the common areas.
- 22. Renewal of Lease.** Neither Landlord nor Resident is obligated to renew this Lease or enter into a new lease for the Premises at the expiration of the Term. In the event Resident desires to enter into a new lease at the expiration of the Term, Resident agrees to provide to Landlord notice of its desire to do so not less than 90 days prior to the expiration of the Term. The determination to enter into a new lease shall be at the sole discretion of Landlord, and shall be subject to Landlord's then current credit and screening criteria for residents and guarantors.
- 23. Resident's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Resident and whether for breach or otherwise, Resident shall: (1) vacate the Premises removing there from all his personal property of whatever nature; (2) properly sweep and clean the Premises, including plumbing fixtures, refrigerators and sinks, removing there from all rubbish, trash and refuse; (3) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Lease was executed, ordinary wear and tear excepted; (4) fasten and lock all doors and window; (5) return to Landlord the keys to the Premises; and (6) notify Landlord of the address to which the balance of the Security Deposit may be returned.
- 24. Notice.** All notices required under this Lease shall be in writing and shall be deemed properly served by hand delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing:

TO LANDLORD: Founder's Hall, Management Office
 2627 W. Baseline Road
 Tempe, AZ 85283

TO RESIDENT: Address of the Premises

Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefor is signed, or five days after the date the notice is mailed, whichever occurs first.

- 25. Packages.** In the event that Landlord accepts packages, letters or any type of package delivery of any sort, on Resident's behalf from any private delivery service companies such as, but not limited to, Federal Express (FedEx), DHL or United Parcel Service (UPS), then the provisions of this paragraph shall apply. If Resident is expecting a package, Resident should check Resident's email and/or cell phone for notification of its delivery.

Packages will only be given to the name addressed on the package. Resident will need to bring a government issued ID in order to pick up any packages. Packages are only held in the office 7 days from the receipt of the package. Any package not picked up within 7 days from the delivery date will be returned to sender.

- 26. Construction Delays.** In the event that the Premises are not ready for occupancy by the beginning of the Term, Landlord has the right and the obligation to provide suitable alternative housing on a temporary basis for the Resident at no additional cost to the Resident until such time as construction of the Premises is complete and the Premises are ready for occupancy.
- 27. Law Applicable.** This lease is entered into in Arizona and shall be construed under the laws, statutes and ordinances of such jurisdiction.
- 28. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.
- 29. Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.
- 30. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Resident and by their respective successors and assigns. All negotiations and agreements of Landlord and Resident are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Resident.
- 31. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Resident that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that provided Resident is not in default hereunder, Resident's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.
- 32. Construction of Lease.** This Lease only creates the relationship of landlord and resident and does not create any ownership or transferable rights in real estate. This Lease is a "usufruct" and not an estate for years. This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.
- 33. Amendment of Laws.** In the event that subsequent to the execution of this Agreement any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- 34. Non-Liability of Landlord.** Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Resident, its agents and guest, including but not limited to, acts of theft, burglary, vandalism and assault. Resident assumes all risk of loss or damage of Resident's property within the Property or Premises which may be caused by water leakage, fire, windstorm, explosion or other cause or by the act or omission or any other Resident in the Property. Resident agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Resident; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault and other criminal activity committed on the Property. If Landlord's employees are requested to render services not contemplated by their employment contract, such as moving vehicles or furniture, cleaning, or delivering or accepting deliveries, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service, and Resident shall and does hereby release and indemnify Landlord for all liability regarding same. Without limitation upon the foregoing, neither Landlord nor its property manager nor their respective agents or employees make any warranties, guaranties or representations regarding the security of the Premises or the Property, and any such warranties and representations, whether express or implied, are hereby disclaimed. Landlord shall have no duty to furnish security guards.

35. Damage or Destruction of Premises. If, in the opinion of the Landlord, the Premises or Property should become uninhabitable during the term hereof because of damage or destruction by fire or other casualty, Landlord shall have the right to move Resident to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Resident, his agents or invitees, Resident's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Resident with similar accommodations within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Resident or Resident's invitees, then Resident and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.

36. Photo Release. Resident hereby grants permission to Landlord and its property manager to use any photograph or photographic image or video taken of Resident while participating in the Property sponsored events, or while Resident is in any public spaces, grounds, or offices at the Property. Resident hereby grants to Landlord and its property manager and their respective assigns acting with their authority and permission, the irrevocable and unrestricted right and permission to copyright, in their own name or otherwise, and use, re-use, publish, and re-publish photographic portraits or pictures or videos of Resident or in which Resident may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Resident's own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other business purpose whatsoever. Resident also consents to the use of any printed matter in conjunction therewith. Resident hereby waives any right that he/she 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. Resident hereby releases, discharges, and agrees to hold harmless Landlord and its property manager and their respective assigns, and all persons acting under their permission or authority or those for whom acting from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Resident does hereby release, acquit and forever discharge Landlord and its property manager and their respective officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of Resident's photograph or photographic image or image in any video.

37. Video Surveillance Notice. The Property may be equipped with a number of Closed Circuit TV cameras. These cameras have been installed for the purpose of recording events for later viewing. The cameras are NOT monitored and are NOT installed for the purpose of stopping an event in progress. The cameras are the property of Landlord and are for our sole use and our representatives. Camera footage may not be viewed by residents.

38. Residential Landlord's Lien. Landlord will have a lien for unpaid rent against all of Resident's nonexempt personal property that is in the Premises and may seize such nonexempt property if Resident fails to pay rent. Landlord may collect a charge for packing, removing or storing property seized in addition to any other amounts Landlord is entitled to receive.

SUPPLEMENTARY LEASE PROVISIONS AND NOTICES BELOW MUST BE SIGNED BY RESIDENT.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THE **SUPPLEMENTARY LEASE AGREEMENT PROVISIONS** PRIOR TO EXECUTING THE LEASE AGREEMENT AND RESIDENT UNDERSTANDS THAT THEY ARE INCORPORATED IN THIS LEASE AS IF THEY WERE SET FORTH IN THE BODY OF THIS LEASE.

The name and address of the person or persons authorized to collect or receive rent and manage and maintain the premises, and who can readily be contacted by the tenant is: Founder's Hall, Property Manager, located at 2627 W. Baseline Road, Tempe AZ 85283. The name and address of the owner of the premises or other person authorized to accept service of legal process and other notices and demands on behalf of the owner is Founder's Hall, located at 2627 W. Baseline Road, Tempe AZ 85283.

NOTICE OF DOMESTIC ABUSE PROTECTIONS

(1) As provided in A.R.S. § 33-1318, Resident may terminate this Lease Agreement if Resident provides to Landlord written notice pursuant to that section that Resident is the victim of domestic violence as defined in A.R.S. § 13-3601. Resident may terminate the Lease Agreement without penalty if Resident provides to Landlord a written notice requesting release from the Lease Agreement with a mutually agreed on release date within thirty days, and either:

1. A copy of any protective order issued pursuant to A.R.S. § 13-3602 to Resident who is a victim of domestic violence, OR
2. A copy of a written departmental report from a law enforcement agency that states that the tenant notified the law enforcement agency that the tenant was a victim of domestic violence.

Resident may terminate this Lease Agreement pursuant to this section only if the actions, events or circumstances that resulted in Resident being a victim of domestic violence as defined in A.R.S. § 13-3601 occurred within the thirty day period immediately preceding the written notice of termination to Landlord, unless waived by Landlord.

RESIDENT IS ADVISED THAT THIS SECTION IS ONLY A SUMMARY OF RESIDENT'S RIGHTS UNDER A.R.S. § 33-1318 AND THAT THE SPECIFIC LANGUAGE OF THAT SECTION GOVERNS IN ALL INSTANCES.

NOTICE REGARDING SEX OFFENDER REGISTRY

Resident may obtain information about the sex offender registry and persons registered with the registry by contacting the Arizona Department of Public Safety on the Internet at <http://www.icrimewatch.net/index.php?AgencyID=55662> or by telephone at (602) 255-0611.

Resident agrees that Resident will inspect the unit continuously after occupancy to make sure that any Landlord-provided smoke detector(s), fire extinguisher, and door and window locks are adequate and in good working order. Resident specifically agrees to test all smoke detector(s) in the unit no less frequently than monthly. Resident promise to give immediate written notice to Landlord if Resident determine that any of these items, or any other item affecting safety or security of the unit or Premises, need repair or replacement. **Requests for additional installation, inspection or repair of smoke detectors (exclusive of replacing the batteries during the term of this Lease) must be in writing.** If any smoke detector in the Premises is battery operated, Resident shall replace batteries in the smoke detector as necessary. If the smoke detector is hard wired into the electrical system at the Property, and Resident believes that the smoke detector is not functional for any reason, Resident shall provide written notice to Landlord.

RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Resident and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of Residents in the Property and for the purposes of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving Landlord's property from abusive treatment.

- 1. SOLICITATION** - Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about the Property. Residents are requested to notify Landlord of any such activity.
- 2. DECORATION** - Residents shall not hang or erect anything on or about the interior or exterior of the Premises (room) or the Property, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises (room) or the Property without the prior written consent of management. Residents are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. All interior and exterior doors of the Premises (room) and the Property shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
- 3. PETS** - Pets or any animals are prohibited from being brought into the premises of the Property unless permitted pursuant to a Pet Addendum attached to this Lease. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit service animals in the Property for the visually impaired. In the event of a violation of this rule, \$150 fine will be assessed against all residents living in the apartment, and Landlord, at its discretion, may declare the Resident in default. In the event of a subsequent violation, a \$250 fine will be assessed against Resident and the Landlord will declare the Lease to be in default. Resident will be responsible for all damages incurred by pets. Any unauthorized pets must be removed from the premises immediately. Landlord may remove any unauthorized pet upon one day's written notice of intent to remove the pet, left in a conspicuous place in the apartment. Landlord may turn any unauthorized pet over to a humane society or local authority.
- 4. FIRE ALARMS** - Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents are to vacate the premises immediately. Residents will be instructed by the Property staff when they will be allowed to return to their units. Residents who do not vacate their units during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in premises (room) for proper operation and working batteries. Upon notification by Resident, Owner will replace batteries. Tampering or altering smoke detectors will result in a \$50 fine per unit. In the event of a subsequent violation, a \$200 fine will be assessed against Resident. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
- 5. GRILLS** - Only the two gas grills provided by the property are to be used. All other grills and fire lighting equipment is not allowed on campus.

Any change or addition to the fire code that results in further restrictions of outdoor grills will be provided to the residents for immediate action. Grills found to not be in compliance with fire code regulations or the Property policies will be disposed of by landlord.
- 6. OPEN FLAMES** - The use of candles or any other open flame on the premises is not permitted.

Form, April 2014

7. PROHIBITED ITEMS - The following items are prohibited in the Property:

- a. Decals and stickers (with the exception of security ID stickers) because of damage to painted walls, windows, and other surfaces.
- b. Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property.
- c. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
- d. Dangerous substances and chemicals including, but not limited to, automobile batteries, lighter fluid, gasoline, acids and other dangerous chemicals.
- e. Firearms, fireworks, and dangerous weapons because of the potential danger to other students. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nonchucks, switchblades, non-culinary knives with blade lengths over 4 inches, including machetes and swords; explosives and dangerous chemicals.
- f. Any major appliances not provided by management (such as washers, dryers, dishwashers, etc.) as they could cause electrical and plumbing problems.
- g. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
- h. Live-cut Christmas trees because they constitute a fire hazard.
- i. Drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated.
- j. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to buildings.
- k. Empty alcohol and soda containers used as decoration are prohibited due to problems involving pest control.
- l. Halogen lamps or their equivalent.

8. SMALL APPLIANCES - Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet are permitted. Space heaters and other heating devices present a fire hazard and are prohibited.

9. VISITORS - Landlord recognizes the right of Resident to entertain friends and have guests. Resident, members of Resident's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Residents. Residents will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Resident's roommate must be respected by Resident when entertaining visitors and guests. Any individual that you allow access to the Property or your apartment is considered your guest. No unescorted guests are allowed on the Property.

10. OCCUPANCY - The maximum number of occupants living in an apartment shall be no more than one person per bed space. Each occupant must have a valid lease with the Landlord. Landlord has the right to place a new resident in any unoccupied bed space in an apartment, unless all residents in the apartment agree to pay Landlord, the Rent due for said space. Residents may not make use of an unoccupied bed space and may be charged additional rent or other sanctions if found doing so. Residents may have the option of renting vacant bed spaces if interested for an additional charge and by approaching management.

The maximum number of people gathered in an apartment at any time must not exceed six (6) in a two bed space apartment.

11. OVERNIGHT GUESTS - It is understood that Resident may have visitors or guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Resident's room as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such

occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed four (4) days. Resident may not request permission for a guest to stay in Resident's room beyond two (2) consecutive days any more than four (4) times during the Lease Term. Resident's failure to observe the above requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.

- 12. NOISE** - All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Residents.
- (a) 1st Complaint: A written warning and/or seven day notice with opportunity to cure, will be issued/served
- (b) 2nd Complaint: A \$100 fine will be imposed and is due and payable on delivery of the second notice and/or, at our option, we may declare you in violation of your Lease and seek such remedies as are available to us.

Additionally, if Landlord is fined as a result of a violation of current or future noise disturbance ordinances levied by the local police or sheriff departments, these fines will be passed on to the appropriate resident or residents that were deemed to be the cause of the noise disturbance and resulting fine.

- 13. INSTRUMENTS** - No percussive or electronically amplified musical instruments may be played on the premises with the exception of scheduled student activities in common areas organized or with the approval of the Complex management or staff. Non-electronically amplified acoustic instruments may be played in the Premises or in the Property at a level that does not annoy or interfere with the quiet enjoyment of the other Residents.

- 14. INCENSE** - No incense or other odor producing items shall be used in or about the Premises. It is understood by Resident that offensive noises and odors are expressly prohibited.

- 15. PUBLIC AREAS** - Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.

- 16. LOFTS** - Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

- 17. QUIET HOURS** - All residents, guests, and visitors shall comply with QUIET HOURS and COURTESY HOURS in the community. At no time will excessive noise be tolerated. A noise level which cannot be heard outside of the room or apartment is expected to be maintained between the hours of 10 p.m. through 10 a.m., Sunday through Thursday, and Midnight through 10 a.m., Friday through Saturday. At all other times, Courtesy Hours are in effect and the noise level should not disturb fellow residents. Landlord may extend Quiet Hours during periods such as finals by posting.

- 18. PARTIES** - All organized parties must be planned in advance with and be approved in writing by the management. Permission for parties will not be granted unless all residents within the apartment have approved the request.

- 19. ALCOHOL** - Alcohol related conduct is not allowed on the premises even if resident is of legal drinking age.

- 20. WINDOWS** - Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Resident removes or damages the window screen a charge of \$25.00 will be imposed for each offense, and payment must be made within ten (10) days from date Resident receives notice of the charge. Any Resident throwing anything, placing or hanging anything, out of their window will be subject to immediate eviction.

- 21. TRASH** - All trash and refuse from the unit should be placed in dumpsters provided and designated by Landlord and not left in the Premises or in any of the common areas, hallways, or similar places in the Property. Residents SHOULD NOT deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. If these recycling receptacles have been removed for emptying, residents SHOULD NOT leave items in the area where the receptacles are usually placed. A \$25.00

service charge will be immediately due and payable by Resident(s) for any refuse which is left outside Residents' unit, placed in litter receptacles, or left elsewhere on the property.

- 22. CLEANLINESS** - It is the responsibility of the Resident to clean and maintain her/his apartment in a sanitary, orderly, and safe condition. Resident is also responsible to keep the bed space free of debris and or uneaten food. If we must have pest control treat your unit or if we have to clean your apartment to assure sanitary conditions, you will be charged for all costs incurred.
- 23. PARKING** - Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a space. The parking fee, if applicable, is for rental of space, which cost is borne only by those requiring such facility. Parking double, in fire lanes, in staff spaces or spaces assigned or reserved to other Residents or guests will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by manager. Vehicles deemed inoperable, that have broken windows, flat tires or are in disrepair, may be removed at owner's cost after one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.
- 24. SPEEDING** - Speed limit for motor vehicles is not to exceed 15 MPH. Pedestrians always have the right of way.
- 25. FURNITURE** - No furniture is to be removed from community areas and Resident units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions. Landlord's furniture is required to stay within the apartment. This furniture cannot be placed or used, even temporarily, outside of the apartment.
- 26. IDENTIFICATION** - Residents may be asked to submit a valid I.D. to authorized individuals such as emergency services, office staff, university staff, maintenance, and security personnel. At certain times if a Resident is accompanied by a guest, the guest must surrender valid I.D. as well.
- 27. LOCKS** - Resident has inspected all locks and latches and agrees same are safe and acceptable. Locks may not be altered, changed or added by Residents under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is strictly prohibited. **Charges of \$25 per key or electronic access card may be made for each key or card that is damaged or lost. A key fob can be replaced at a cost of \$75.** Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Residents will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible Resident shall pay for the lock change of the entire apartment. Mailbox lock changes may be requested at a fee of \$75.00. Replacement keys for a front door require a lock change for a fee of \$150.00. Resident acknowledges keys may be provided to maintenance personnel under Landlord's supervision, Landlord's vendors or pest control companies for routine pest control services. In the event Resident is locked out of Resident's Unit or bed space and Landlord's property manager or other agent provides to Resident access to such Unit or bed space other than during normal weekday business hours, a \$50 charge shall be assessed against Resident.
- 28. GAMES** - No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking areas unless approved by management.
- 29. STORAGE** - No storage for unwanted furniture is available. Residents will be held responsible for furniture returned to its original position prior to checkout. No furniture may leave the premises at any time.
- 30. ALCOVES** - No couches, chairs, sofas or loveseats are to be placed in the window / alcove area of the living room. Entertainment centers may be placed in the window /alcove area of the living room but must be at least 8" inches from the window.
- 31. SMOKING** - The Property is a smoke free facility. Smoking is not allowed in any unit, or in any public areas, e.g. hallways, lounges, stairwells, or laundry rooms. Any Resident smoking at the Property is subject to a \$100 fine per occurrence payable upon demand.

32. BABY-SITTING - Baby-sitting is not allowed in the Property with the exception of the children of the Property Residents. Section 8 of the Lease Agreement, Use of Premises, prohibits any commercial or business activity within the apartment units.

33. DRUGS AND ILLEGAL SUBSTANCES - The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using or soliciting drugs will be turned over to the criminal or university authority. Residents or guests caught or suspected of using drugs will face disciplinary action including the possibility of eviction. Contraband inspection services utilizing contraband detection canines will be conducted on an unannounced basis. Communal areas, individual rooms and automobiles shall be subject to inspection.

34. GAMBLING - Gambling is prohibited in the Property or the Property grounds.

35. HAZING - Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person." Pledging activities are prohibited.

36. VERBAL AND/OR PHYSICAL ABUSE – Residents and guests are to treat all neighbors, apartment mates, visitors, the Property staff, college officials and representatives of the Landlord with courtesy and respect. Verbal abuse will not be allowed including name-calling, swearing, derogatory comments or other language offensive or demeaning to another individual. Physical violence of any type will not be tolerated.

37. POSTINGS - All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.

38. AMENITIES – All amenity areas are for Resident use only. Guests/visitors are not permitted to use these amenities without a resident present.

39. TRAFFIC CONTROL ACCESS GATES. Traffic control access gates are located or may in the future be located at the entrances to the Property. These gates will be programmed to be operational during evening hours, which will be determined seasonally on a daily basis and are activated (opened) by use of an access card provided to Resident. During these hours, any guests or visitors must use the intercom system to contact Resident within Resident's Unit. Resident then has the option to signal, via a local telephone, the traffic control access gate, so that Resident's guest can gain access to the property. Landlord will not be liable for any interruption or failure of the traffic control access gates due to the following, if applicable:

- * Power interruption;
- * Damage or mechanical failure directly or indirectly caused by the interruption or failure;
- * Damage by abuse or gate arm broken off by automobile;
- * Other possible extenuating circumstances.

Additionally, Landlord reserves the right to amend the hours of operation for the traffic control access gates, at any time, in Landlord's sole discretion, by posting notice on a bulletin board or other area or by whatever means is considered appropriate to notify the residents.

40. HANGING ITEMS - Throwing, dropping, or hanging any and all objects from windows and balconies in the Property constitutes a danger to other Residents and the facilities and is expressly prohibited. Residents who throw, drop or suspend any objects, including but not limited to Frisbees, balls, paper gliders, etc., will be subject to immediate eviction. Items suspended from railings/ceilings such as hammocks or hanging chairs are also prohibited.

41. ROOMMATE AND NEIGHBOR COUNSELING – Conflicts occur due to lack of communication between people and resistance to compromise. If Landlord deems it necessary for a roommate mediation to be held, Resident agrees to the following process: (1) the complaining Resident discusses the problem with our staff to address the concern directly with the roommate/neighbor. (2) Staff follows up with the complaining Resident. If the problem remains, a resolution meeting is held among all individuals in the apartment with our staff. Residents have one week to schedule this meeting with staff. Failure to do so will result in staff setting the meeting date and time. (3) A

roommate/neighbor contract will be filled out between the individuals in the apartment and signed. This contract will be formulated to help negotiate a compromise of the behavior of those affected by the issue. (4) Staff will follow up and revise the contract if needed. Failure to get along with your roommates is not grounds for lease termination.

42. TRANSFERS – Resident may transfer Units/bed spaces to another with Landlord’s prior written approval after an initial period of occupancy to be determined by Landlord but in no event no less than thirty (30) days after Resident’s move-in date. Resident will be required to pay a \$250 transfer fee. If Resident moves to another Unit or bed space without Landlord’s prior approval, Resident will be fined \$250 and required to move back to the Unit/bed space that Resident moved from, and such unauthorized move shall be a breach of this Lease. All transfers approved by Landlord must be completed within 72 hours of approval, unless Landlord approves a later relocation date. Resident may not abuse or ignore Resident’s roommates’ rights in order to get a private Unit or extra space. If Resident does so, Resident may be charged for the additional space and face disciplinary action. Should Resident choose to relocate from one Unit to another or from one bed space to another, the following will apply:

- (a) All keys from the Bed space/Unit that Resident is vacating must be returned within 72 hours from the time of signing a lease for the new Bed space/Unit or the cost to replace keys and door locks will be charged to Resident.
- (b) Resident must sign a new Lease, complete applicable documentation, and pay a prorated month’s Rent for the new Bed space/Unit prior to move-in to that space. All monies owed must be current before any transfer or re-let is approved by the Landlord including any applicable overage to the electric allotment.
- (c) Failure to pay any sums due relating to Resident’s former Bed space/Unit shall be deemed a curable material violation of the new lease. A \$250 TRANSFER FEE must be paid in full prior to move-in into the new Bed space/Unit.
- (d) Any difference in any pre-paid last month’s rents and/or two (2) month prepay must be paid prior to transfer.

43. SATELLITE – You may not install satellite dishes without our written approval.

44. IMPLIED CONSENT – Residents must report knowledge of lease violations to the Landlord. Residents may be held equally responsible for the behavior, actions, inappropriate objects of roommates, guests, visitors if in the presence of lease violations, even if not participating in these violations themselves. In addition, roommates who are not present for the violations but would have reasonable knowledge of the infractions may be held responsible as well unless it can be clearly demonstrated that there is no knowledge of the violation.

45. FAIR HOUSING - Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, religion, color, sex, national origin, familial status, disability, age, source of income, marital status, sexual orientation, or any other classification protected by federal, state, or local law applicable in the jurisdiction where the Property is located.

46. HOLDING OVER - If Resident fail to return possession of the unit to Landlord on or before the date that your right of occupancy or possession ends or the date on which your Lease terminates, is non-renewed, or expires, then: (a) Resident is deemed to be holding possession over beyond the term of the Lease, (b) your legal status is that of a hold over tenant at sufferance, (c) Resident shall be obligated to immediately remove all of your property and persons occupying the unit, return all keys to Landlord, and deliver possession of the unit to Landlord in a clean condition and good order and repair, (d) Resident shall pay Landlord an amount equal to two times the then existing monthly base rent (without concession), prorated by the day for each day held over and beyond the termination, non-renewal or expiration of this Lease, in addition to any other damages, and (e)if your hold over prevents a new resident from occupying the unit, Resident may also be liable to Landlord for all rent for the new resident's full lease term, subject to Landlord's obligation, if any, to mitigate damages.

47. MILITARY TERMINATION - Resident may terminate this Lease, pursuant to 50 App. USCA § 535 or other applicable state law ("Military Relief Laws"), if Resident (a) enter military service (active or reserve), or (b) while in

military service, receive military orders for a permanent change of station or to deploy with a military unit (or as an individual in support of a military operation) for a period of at least 90 days, or (c) meet any other conditions for an early termination of this Lease by military personnel under applicable law ("Military Cause"). To terminate this Lease under this paragraph, Resident must deliver to Landlord a written termination notice and a copy of the service member's military orders or a signed letter, confirming the orders, from your commanding officer, confirming a Military Cause (collectively, the "Military Termination Notice") either by hand delivery directly to Landlord by private business carrier, or by placing the written notice in an envelope with sufficient postage and with return receipt requested and addressed as designated in this Lease and depositing the written notice in the United States mail. Upon our receipt of the Military Termination Notice and supporting documents, the Lease will terminate 30 days after receipt of the notice of termination, provided that all criteria required by law are met, (the "Military Termination Date"). Resident must perform all of Resident's obligations under this Lease through the Military Termination Date, including but not limited to, paying all monthly base rent and any additional charges accruing or incurred through the Military Termination Date when due and Resident must vacate the unit by the Military Termination Date. Any concession pay back requirement under this Lease shall be waived for any military service member, spouse, or dependent who terminates this Lease pursuant to Military Relief Laws, but not for any other Resident to whom the Military Relief Laws do not otherwise extend.

48. CHRONIC MISBEHAVIOR – A Resident who establishes an unacceptable pattern of misconduct and is frequently in trouble, though individual offenses may be minor, is considered to be a significant disciplinary problem. If a pattern of irresponsible conduct or manifest immaturity is established, it shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

RULES AND REGULATIONS MUST BE SIGNED BY RESIDENT.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LEASE AGREEMENT AND RESIDENT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. RESIDENT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO THE PROPERTY AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

MOLD & MOISTURE RESIDENT RESPONSIBILITY LEASE ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof.

Resident agrees to take responsible steps in notifying property management in writing of damages to the room, or common areas within the residence in order to prevent damage or deterioration, including preventing or minimizing the occurrence and growth of mold and mildew in the residence.

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Resident shall promptly notify property management in writing of the presence of defective or nonfunctional smoke detectors, water leaks, excessive moisture, mold or mildew, or standing water inside the residence, or common areas within the residence. [Related to mold?]

Resident shall be liable to the property for any damages sustained to the residence, or any common areas within the residence, or to any Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum.

Resident hereby agree to defend, indemnify and hold harmless Landlord against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind that Landlord or any or all of its affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the unit, or caused to grow in or infest the unit as a result of the negligence of Resident, or any guest or other person living in, occupying, using or residing in the unit. The prevailing party in any action relating to the lease shall be entitled to an award of reasonable attorney's fees at both the trial and appellate levels.

Signature of Resident: _____

Date: _____

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CRIME FREE LEASE ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof.

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sale, distribute, or use a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the said premises.
3. Resident or member of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, any criminal street gang activity, any crimes against persons, including but not limited to the unlawful discharge or unauthorized possession of firearms on or near the dwelling unit or premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other resident or involving imminent or actual property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATIONS OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

Signature of Resident: _____

Date: _____

Crime Free Lease Addendum

Form, April 2014

ROOM CONDITION INVENTORY ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof.

The information herein is provided to inform Resident of Resident's responsibility for accepting the condition of Resident's room and maintaining such condition during the term of Resident's occupancy at the Property.

1. When Resident checks into or out of the Property, Resident must make an inspection of Resident's assigned room. The purpose of the inspection is to insure that all furnishings and fixtures in Resident's apartment and room are intact and undamaged. If Resident does not formally complete the check in/out process and turn in all keys, ID, permits, or other items as required, charges may be assessed.
2. Residents must sign a Move-in Condition Form (MCF) and forward to the Property manager within 72 hours of move-in. A mailbox key will be issued to Resident upon receipt of the Move-in Condition Form.
3. When damage occurs within Resident's room or adjacent to it (i.e., the window, door(s), etc.) during ' Resident's occupancy, Resident will be responsible for payment of the replacement or repair of the damaged property, whether the damage is done by Resident or Resident's guests.
4. Any Resident responsible for vandalism or malicious damage to the apartments or common areas will be referred to his/her Community Assistant for appropriate action. Resident is required to reimburse Landlord for damage done by Resident and/or Resident's guests. Intentionally damaging the property of the Landlord and/ or another Resident is considered a default under the lease and are grounds for termination of this agreement.
5. Landlord has established minimum damage charges, excluding labor costs, subject to change at property manager's discretion. Repair and/or replacement costs will be based on actual expense incurred by Landlord.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THE ABOVE INFORMATION PRIOR TO ACCEPTING RESIDENT'S ASSIGNED APARTMENT AND EXECUTING THE ROOM CONDITION INVENTORY FORM. RESIDENT ACCEPTS RESPONSIBILITY FOR MAINTAINING THE ROOM IN ITS ACCEPTED CONDITION DURING RESIDENT'S OCCUPANCY THEREOF AND UNDERSTANDS THAT RESIDENT WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE ROOM OR ADJACENT AREAS BY RESIDENT OR RESIDENT'S GUESTS.

Signature of Resident: _____

Date: _____

Room Condition Inventory Addendum

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INTERNET ACCESS ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof. As used in this addendum, "you" means the undersigned resident.

Landlord has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high-speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

Internet Access Addendum

Form, April 2014

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

Bandwidth, Data Storage, and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the

Internet Access Addendum

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sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

the Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

Violation of Policy

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Arizona.

Signature of Resident: _____ Date: _____

Internet Access Addendum

Form, April 2014

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INDEMNIFICATION AND RENTER'S INSURANCE ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof.

Indemnification of Landlord. Notwithstanding anything in the Lease to the contrary, Resident shall indemnify and hold Landlord harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the leased premises, or any part thereof, attributed or caused by Resident's actions or inactions. It is agreed that Landlord carries insurance for its own protection; Resident is not a coinsured under Landlord's own insurance or a beneficiary thereof. Resident shall be responsible to Landlord for all costs of repair for damages as stated herein and in the Lease, regardless of Landlord's insurance.

Property Damage Liability. Resident is obligated either to obtain the insurance described below and maintain the same for the term of the Lease, or pay as additional rent a \$10 per month liability loss charge. Resident may satisfy the insurance requirement by obtaining a traditional renter's insurance HO-4 policy in the amount of one hundred thousand dollars (\$100,000.00) or more, for damages to property with provisions covering at least perils of fire, smoke, explosion, accidental water discharge and resident-induced sewer backup. Resident shall name Landlord as an "Additional Insured." Such policy shall be written as a policy not contributing with and not in excess of coverage, which Landlord may carry.

The \$10 per month liability loss charge, payable as additional rent, is to compensate Landlord for the risk assumed by Landlord for any loss or costs that may be incurred by Landlord that may otherwise be covered by Resident's renter's insurance, regardless of any actual loss or cost. Such additional rent is non-refundable in all events. Without any obligation to do so, Landlord, in its sole discretion, may apply such additional rent towards obtaining additional insurance coverages, and at Landlord's request, Resident agrees to execute and deliver any documentation reasonably requested by Landlord to do so.

Option 1: Resident will purchase own insurance, add Landlord as "additional insured" and provide a copy to Landlord.

Signature of Resident: _____

Date: _____

Lease Concession Addendum

Form, April 2014

BED BUG ADDENDUM

This addendum serves as an addendum to the Lease for _____ as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof.

1. PURPOSE. This Addendum modifies the Lease and address situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the Unit. Resident understands that Landlord relied on Resident's representations to Landlord in this Addendum.

2. INSPECTION. Resident agrees that Resident:

will inspect the Unit within 48 hours after move-in or signing this Addendum and will notify Landlord of any bed bugs or bed bug infestation.

3. INFESTATIONS. Landlord is not aware of any current evidence of bed bugs or bed bug infestations in the Unit.

Resident agrees that Resident has read the information below about bed bugs and:

Resident is not aware of any infestation or presence of bed bugs in Resident's previous apartments, home or dwelling. Resident agrees that Resident is not aware of any bed bug infestation or presence in any of Resident's furniture, clothing, personal property or possessions. Resident agrees that Resident has not been subjected to conditions in which there was any bed bug infestation or presence; OR

Resident agrees that if Resident previously lived anywhere that had a bed bug infestation that all of Resident's personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. Resident agrees that such items are free of further infestation. If Resident discloses a previous experience of bed bug infestation, Landlord can review documentation of the treatment and inspect Resident's personal property and possessions to confirm the absence of bed bugs. Resident agrees that any previous bed bug infestation which Resident may have experienced is disclosed here:

4. ACCESS FOR INSPECTION AND PEST TREATMENT. Resident must allow Landlord and Landlord's pest control agents access to the Unit at reasonable times to inspect for or treat bed bugs. Resident and Resident's family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. Landlord has the right to select any licensed pest control professional to treat the Unit. Landlord can select the method of treating the Unit for bed bugs. Landlord can also inspect and treat adjacent or neighboring Units to the infestation if those Units are not the source or cause of the known infestation. Resident is responsible for and must, at Resident's expense, have Resident's own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that Landlord approves. Resident must do so as close as possible to the time Landlord treated the Unit. If Resident fails to do so, Resident will be in default, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease. Resident agrees not to treat the Unit for bed bug infestation on Resident's own.

5. NOTIFICATION. Resident must promptly notify Landlord:

- of any known or suspected bed bug infestation or presence in the Unit, or in any of Resident's clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which Resident believes is caused by bed bugs, or by any condition or pest Resident believes is in the Unit.

- if Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

- 6. COOPERATION.** If Landlord confirms the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and Landlord's pest control agents to treat and eliminate the bed bugs. Resident must follow all directions from Landlord or Landlord's agents to clean and treat the Unit that is infested. Resident must remove or destroy personal property that cannot be treated or cleaned before Landlord treats the Unit. Any items Resident removes from the Unit must be disposed of off-site and not in the Property's trash receptacles. If Landlord confirms the presence or infestation of bed bugs in Resident's Unit, Landlord has the right to require Resident to temporarily vacate the Unit and remove all furniture, clothing and personal belongings in order for Landlord to perform pest control services. If Resident fails to cooperate with Landlord, Resident will be in default, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease.
- 7. RESPONSIBILITIES.** Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Landlord to treat Resident's Unit for bed bugs. If Landlord confirms the presence or infestation of bed bugs after Resident vacates Resident's Unit, Resident may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other residents in order to treat adjoining or neighboring Units to Resident's Unit, Resident may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other Units. If Resident fails to pay Landlord for any costs Resident is liable for, Resident will be in default, and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease, and obtain immediate possession of the Unit. If Resident fails to move out after Resident's right of occupancy has been terminated, Resident will be liable for holdover rent under the Lease.
- 8. TRANSFERS.** If Landlord allows Resident to transfer to another bed space or Unit in the Property because of the presence of bed bugs, Resident must have Resident's personal property and possessions treated according to the accepted treatment methods or procedures established by a licensed pest control professional. Resident must provide proof of such cleaning and treatment to Landlord's satisfaction.

BED BUGS – A Guide for Rental Housing Residents

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 don't discriminate

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.

Bed bugs don't transmit disease

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.

Identifying bed bugs

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
- 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 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.

Preventing bed bug encounters when traveling

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 to 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.

Signature of Resident: _____

Date: _____