



HOUSING CONTRACT

For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

The terms used in this Housing Contract are defined:

- **Housing Contract:** this "Contract", which term shall include this document, the Community Addendum attached to this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident.
- **Execution Date:** "Execution Date" shall be the date in which this Contract was executed by Resident.
- **Owner:** "Owner" shall be the Owner, Owner's Agent, Place Management Group, LLC, and the Community.
- **Resident:** "Resident" shall be: _____
- **Roommates:** "Roommates" shall be the persons occupying the other exclusive spaces within the Unit and sharing the Common Areas.
- **Premises:** shall be certain space consisting of _____ (the "Exclusive Space") in Unit Number _____ (the "Unit") at _____ (the "Community") located at _____ (Community address). The Exclusive Space consists of the exclusive use and occupancy of the Exclusive Space assigned to the Resident and related bath area if applicable. In the event there is also leased hereunder within the Unit areas not exclusively leased to other persons residing in the Unit, it shall be called the "Common Area." The Common Area, if applicable, includes the kitchen, living room, dining area, balcony or patio, storage room assigned to the Unit, and bathroom if the Unit does not have a separate bathroom for each exclusive space. Resident and Roommates shall be jointly and severally liable for the Common Area. The Exclusive Space together with the Common Area shall be referred to as the "Premises".
- **Term:** The Term of this Contract shall begin at 12:00 noon on _____ (the "Commencement Date") and end at 12:00 noon on _____ (the "Expiration Date").
- **Rent:** "Rent" shall be a total amount under this contract of \$ _____ for the Term of this Contract. Resident's payment of the total Rent shall be in _____ equal Rental Installments to be paid as indicated below, each such installment consisting of the following:

Base Fee:	\$ _____
Furniture Fee:	\$ _____
Telecommunications / Internet Fee:	\$ _____
Utility Fee:	\$ _____
Place Protector:	\$ _____
Other Fees (_____):	\$ _____
Amount of each Rental Installment:	\$ _____

- **Payment Schedule:** "Payment Schedule" shall be the schedule below that shows the "Due Date" for each Rental Installment:

Aug. _____, 2010	\$ _____	Feb. 1, 2011	\$ _____
Sept. 1, 2010	\$ _____	March 1, 2011	\$ _____
Oct. 1, 2010	\$ _____	April 1, 2011	\$ _____
Nov. 1, 2010	\$ _____	May 1, 2011	\$ _____
Dec. 1, 2010	\$ _____	June 1, 2011	\$ _____
Jan. 1, 2011	\$ _____	July 1, 2011	\$ _____

References to the Community Addendum and all other applicable addenda are meant to assist the Resident and Owner; however, there may be additional provisions in the addenda not referenced herein. The Community Addendum and all other applicable addenda should be read carefully. In the event there is a conflict between the provisions of this document and the provisions of the Community Addendum, the provisions of the Community Addendum shall control.

1. **PRE-LEASING ACKNOWLEDGEMENT:** In the event the Exclusive Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that the blanks next to these terms will be assigned at a later date in accordance with this provision. Resident represents that Resident will sign a new or modified contract upon Owner's request, upon the same terms stated herein which identifies the Exclusive Space and Unit. In the event Resident fails to sign a new or modified contract as provided herein, Resident agrees that Owner shall have the right to identify such Exclusive Space and Unit in a new or modified contract and that such designation shall be incorporated in this Housing Contract as if Resident has signed this Housing Contract identifying such Exclusive Space and Unit.
2. **RENT:** The first Rental Installment shall be paid by Resident on or before the Commencement Date and the remaining Rental Installments shall be paid by Resident on or before the first day of each subsequent calendar month without a grace period in advance and without demand, offset, or deduction until all Rental Installments have been paid to the Community at the property management's office or such other place as Owner shall designate. All other charges due hereunder for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent". In the event any such charges are due under this Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rental Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any late charges incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes, Resident is responsible for paying such taxes.

All Rental Installments and all other charges due hereunder shall be paid by personal check, cashier's check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods. Owner shall have the right to refuse any tender of payment in cash and third party checks. Payments made after the tenth day of the month must be paid by cashier's check or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the Due Date. Unless otherwise required by law, Rental Installments may not be withheld for any reason. After two (2) return checks, all future Rental Installments owed must be paid in cashier's check or money order. Owner has the right to refuse to accept partial payments.

3. **UTILITIES AND SERVICES:** Resident shall pay for all utilities or services not included in the Rent, as itemized above, including, but not limited to, cable or additional cable service, gas service, trash removal, telephone service, internet service, water service, sewer service, alarm monitoring and permitting, pest control, and electricity service. Except for allocated or submetered utilities, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Contract. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with its Roommates to Owner for such charges which shall be considered Additional Rent. Any failure to pay such amounts shall be a default under the Contract.

Threshold Amounts: In order to promote responsible use and conservation of electricity, water, sewage, trash or other services, Owner has placed Threshold Amounts ("Threshold Amount") on Owner's obligation to pay for electric, water, sewer, and other services in units as defined in the Community Addendum. Resident is jointly and severally liable with Roommates for utility bills. Bills over the Threshold Amount will be divided equally among all Roommates and billed to Resident by Exclusive Space on a monthly basis, which Resident hereby agrees to pay by the first day of the next calendar month.

Disconnection or Disruption of Services: Owner reserves the right to terminate the services to Resident at any time and to enact rules and regulations governing the use of the services by Resident. In the event Owner shall disconnect any of the services provided hereunder to Resident, Resident shall pay a Reconnection Fee as set forth on the Community Addendum plus all applicable taxes for any reconnection of services. Such amount shall be

Additional Rent and due and payable in full together with any applicable late charges prior to reconnection of any services. Resident acknowledges that matters beyond the control of Owner may limit Owner's ability to provide the services. The Owner makes no representations and hereby disclaims any and all warranties express or implied with respect to the services, including, but not limited to, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Owner, whether in writing or otherwise, except as otherwise explicitly included in this Contract, or in written documentation signed by the parties hereunder after the date hereof. Owner does not warrant or guarantee the protection of Resident's privacy during operation of such services, that such services will satisfy Resident's requirements, or that the operation of such services will be uninterrupted or error free. Resident acknowledges and agrees that neither Owner nor its affiliates will be responsible to Resident for any non-economic, consequential, incidental, indirect or special damages, including lost profits, business interruption, or other incidental, economic or punitive damages arising from breach of warranty, breach of Contract, negligence or any other legal ground of action, or by reason of the use, discontinuation or modification of any services or the termination of any services, whether arising from Resident's use (or inability to use) of the aforementioned services, or otherwise, even if Owner has been advised of the possibility of such damage. In the event that any services prove defective, or are discontinued or terminated, Owner's entire liability and Resident's exclusive remedy shall be limited to a reimbursement of moneys paid prorated by the day for each day the service proved defective, or was discontinued or terminated. Resident agrees to indemnify, defend and hold harmless the Owner, its officers, directors, employees, affiliates and agents from any and all losses, claims, damages (including damage to person or property), expenses, other liabilities and causes of action of every nature whatsoever, including attorney fees, which arise, directly or indirectly: (i) in connection with the negligent acts, omissions or intentional wrongdoing of Resident; (ii) violation by Resident of any and all laws, ordinances, regulations and rules in connection with the offering of the services; (iii) illegal or inappropriate use of the services; or (iv) interruption of heat, air conditioning, electricity, water, sewer, telephone, cable television, internet or any other utility services, or for the malfunction of machinery, appliances or any other necessary or incidental devices, including but not limited to, cables, pipes, or wiring, providing the utilities serving the Premises or any part of the Community.

Electricity Providers: To the extent allowed by law, Resident hereby agrees that Owner may select the electricity service provider for the Community including the Premises. If the Community is in an area open to competition and the Unit is separately metered, Resident may choose or change Resident's retail electric provider at any time. If Resident qualifies, Resident's provider will be the same as the Owner's provider, unless Resident provides the Owner with written notice of Resident's intent to choose a different provider. Resident shall give Owner advance written notice of any change in providers and shall be responsible for paying all provider fees related to any change, including fees to change back to Owner's provider when Resident moves out of the Premises. Before moving out Resident shall notify Resident's provider so electric service can be transferred back into Owner's name and the meter can be timely read. Resident agrees to execute such documents as may be necessary to authorize Owner to select the electricity service provider for the Community including the Premises, upon request, but not later than 10 days after such request is made.

4. **LATE CHARGES:** In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay a late charge or charges as set forth on the Community Addendum, which amount shall be considered as Additional Rent. Late charges are due and payable when assessed. If the Due Date falls on a holiday observed by Owner, payment must be made on the first day following the holiday.
5. **RETURN CHECK CHARGES:** Resident shall pay Owner the amount as set forth on the Community Addendum as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to be paid. Resident acknowledges the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of such late payment and not payment for the use of money. Any return check must be redeemed in cashiers check or money order. Partial payments will not be accepted on any returned check.
6. **DEPOSIT:** In the event Resident has deposited with Owner a deposit (the "Deposit") in the amount set forth on the Community Addendum, the Deposit is meant to secure the Resident's full and faithful performance of this Contract. Upon termination of this Contract by reason of Resident's default hereunder or the expiration of the Term, Owner may deduct from the Deposit an amount sufficient to pay: (a) any damages as a result of Resident's non-payment of any portion of Total Rent or non-fulfillment of the Term of this Contract including Resident's

failure to enter into possession or abandonment of the Premises; (b) any reasonable charges for cleaning and damages to the Premises and Community beyond reasonable wear and tear for which the Resident is responsible; (c) any unpaid bills which become due by virtue of Resident's occupancy, or any utility expense that may be forwarded to Owner due to Resident's non-payment; (d) any costs of re-renting the Premises after a default of this Contract by Resident; (e) any repair work or cleaning contracted for by Resident with third parties; (f) any court costs incurred by Owner in connection with terminating the residency; and (g) any other damages which Owner may sustain which may then be a permitted use of the Deposit under the applicable laws of the State in which the Community is located (the "State"). Application of the Deposit in order to satisfy all or part of Resident's obligations shall not prevent Owner from claiming damages in excess of the Deposit. Resident shall have no right to have the Deposit applied to any portion of the total amount of Rent which may become due under this Contract. Upon a sale and conveyance of the Community, Owner may transfer the Deposit to the new owner and upon such transfer, all of Owner's liability for such Deposit shall terminate and Owner shall have no further liability under this Contract for events occurring after such transfer. Upon termination of this Contract, Resident shall provide the Owner in writing with a forwarding address or new address to which any amount due from the Owner may be sent. If Resident fails to provide such forwarding address, then any amount due to the Resident shall be sent to the last known address of the Resident.

7. **NON-REFUNDABLE ADMINISTRATION FEE:** In addition to the total amount of Rent and the Deposit, Resident shall pay a one-time non-refundable Administration fee (the "Administration Fee") in the amount set forth on the Community Addendum, which is due on the Execution Date.
8. **ROOMMATES:** Resident acknowledges Owner has the right to assign a Roommate to any vacant exclusive space in the Unit before or during the Term of this Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be used with Roommates and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates or residents that reside at the Community, does not constitute grounds for termination of the Housing Contract by Resident. Owner shall not be liable for any personal injury to Resident or damage or loss to Resident's property, including, but not limited to, any injury, loss, or damage caused by burglary, assault, vandalism, theft, or any other crimes. No one other than the Resident and Roommates may occupy the Unit.
9. **POSSESSION:** If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rental Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Contract. If Resident does not move in once the Premises is ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorney's fees, and may forfeit any deposits or monies of Resident in possession of Owner.
10. **USE:** Resident shall occupy the Premises during the Term of this Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use or allow another person to occupy or use an empty exclusive space within the Unit and Premises. Rent will be assessed to Resident as of the date Owner deems that an empty exclusive space is occupied or used. In the event the Community is under construction, Resident agrees to observe all warning signs and blockades and stay away from construction areas.
11. **CONDITION OF PREMISES:** Resident hereby acknowledges that the Premises is being delivered in "as-is" condition, and Resident's acceptance of the Premises at the beginning of the Term constitutes Resident's acknowledgment that the Premises, its fixtures and furniture are in good repair and reasonable condition, except as otherwise specifically noted on the Move-In/Move-Out Condition Form, which is to be completed by Resident within 24 hours of move in or according to applicable law. Resident acknowledges that the condition of the Premises will not be the same as the condition of any model unit Resident may have previously toured. If Resident fails to complete the Move-In/Move-Out Condition Form and return it to Owner or specifically dissent in writing to any damage or defect when designated, then Resident waives the right to dispute any assessment of damages to the Premises upon Resident's surrendering possession of the Premises at the termination of the

Housing Contract. Any personal property remaining in the Premises at the end of the Term shall be deemed abandoned by Resident and may be disposed of by Owner according to applicable law. Resident agrees to keep and maintain the Premises in a good, clean, and sanitary condition, excepting reasonable wear and tear. In the event Resident fails to comply with Resident's obligation under this Contract to keep the Premises in a good and clean condition, Owner may charge Resident any reasonable cleaning costs.

Owner is committed to the principles of fair housing. In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, OR SUITABILITY.

12. **WATER INTRUSION, WATER DAMAGE AND MOLD:** Resident acknowledges that, at the commencement of Resident's occupancy of the Premises, Resident has inspected the Premises and has found the Premises to be free of mold and mold related conditions. Resident acknowledges the importance of good housekeeping, adequate ventilation, and moisture control in its use of the Premises, and the importance of compliance with the provisions of this Housing Contract relating to water intrusion, water damage, and mold. Resident acknowledges that excessive moisture can collect from a wide variety of sources, including but not limited to, shower or bathtub overflows, washing/dishwashing machine overflows or leaks, cooking spills, plant watering overflows, pet urine accidents, or insufficient drying of carpet and carpet pads. Resident acknowledges that Resident's obligations include, but are not limited to, the following:

- To clean and dust the Premises on a regular basis and to remove visible moisture on windows, walls and other surfaces as soon as the condition occurs.
- To not block or cover heating, ventilation or air conditioning ("HVAC") ducts in the Premises and to operate the HVAC system in a reasonable manner so as to maintain temperatures in the Premises within a range of 62 to 78 degrees Fahrenheit.
- To notify Owner in writing immediately upon discovery or occurrence in the Premises of: 1) Any evidence of a water leak or excessive moisture in the Premises as well as in any storage room, garage or Common Area; 2) Any evidence of mold or mildew like growth in the Premises; 3) Any failure or malfunction of the HVAC system or exhaust fans in the Premises; and 4) Any inoperable windows and doors in the Premises.
- To use bathroom fans while bathing or showering, kitchen fans while cooking, and utility area fans while water is being used. Continue use of fans for at least 30 minutes after the activity. Leave the bathroom door open until all moisture has dissipated. Hang towels and mats so they dry out completely.
- To allow a minimum of six-inches space between furniture and walls for proper air ventilation.
- To keep any fish tanks covered, if allowed under the Contract or Pet Addendum.
- To use all reasonable care to close all windows and other openings to the Premises to prevent rain and other outdoor water from penetrating the Premises.

Resident further agrees that if mold conditions are discovered on the sheetrock or any wood in the Premises, Resident will not take or allow to be taken any steps to clean up or remove the mold conditions without the express permission of Owner. Resident shall also be responsible for any damage, including but not limited to, damage from water and mold, which occurs as a result of Resident's failure to give notice to Owner within 24 hours of the discovery of water intrusion, water damage or mold in the Premises. Resident hereby releases Owner from any claim, loss or liability relating to such water intrusion, water damage, or mold, including any claim, loss or liability arising from Resident's failure to notify Owner as required herein.

13. **FURNITURE / TELEVISION:** In the event furniture or a television (s) is included in the Premises, Resident acknowledges that furniture/television has been provided for Resident's use in the Premises. Resident shall examine all furniture/television and notify Owner in writing of any defects within 24 hours after Resident moves in or according to applicable law. If Resident fails to notify Owner of any defects within such period, all furniture/television shall be deemed to be in good condition. Resident shall maintain the furniture/television in a

good and clean condition, reasonable wear and tear excepted. Resident shall not remove any items from the Premises during the Term of the Contract without written permission from Owner. All items shall be returned to Owner when Resident vacates the Premises at the expiration of the Term of the Contract or when Resident's right to possession of the Premises is terminated, whichever is sooner. Resident shall be responsible for any damages or cleaning charges incurred by Owner with respect to use or condition of any furniture/television in the Premises. In the event the furniture/television is not maintained, is damaged or is otherwise not returned to Owner at the expiration of the Term of the Contract or when Resident's right to possession of the Premises is terminated, whichever is sooner, in a condition satisfactory to Owner, Resident shall pay Owner, upon demand, the cost to repair or replace, as determined by Owner. Owner shall have the right to deduct any amounts owed hereunder from the Deposit paid by Resident under the Contract.

14. **EARLY TERMINATION OF CONTRACT:** Resident acknowledges there is no right to early termination of the Contract and Resident will not be released from this Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. In the event of Resident's death, all rent, charges, removal and storage costs, and damages to the Premises are due until the Premises is vacated. Subletting is not allowed.
15. **REPLACEMENT OR TRANSFER:** Resident shall not replace or transfer Resident's interest in the Contract, or any part hereof, without prior written consent of Owner. Resident can not be in violation of the Contract in order to be approved for replacement or transfer. In the event Owner agrees to allow Resident to replace or transfer Resident's interest in the Contract, Resident shall pay Owner a non-refundable fee in the amount set forth on the Community Addendum, which represents an agreed upon charge for the administrative expense incurred by Owner for allowing the replacement or transfer of Resident's interest in the Contract and Resident shall only be entitled to any refund of Deposit allowable in accordance with the Contract. Resident acknowledges Resident remains bound to the terms of the Contract including, but not limited to, ensuring all Rental Installments are paid in full by the Due Date in order to avoid being assessed any late charges in accordance with the Contract. Resident shall be responsible for all costs associated with switching utilities and services to the new unit if a transfer is approved. All such costs shall be considered as Additional Rent. In the event a transfer is approved, Resident will need to sign a new Contract, complete all applicable paperwork, and pay a new deposit if applicable.
16. **ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and Unit or any part thereof including but not limited to the patio/balcony or overhang, or affixing fixtures to the Premises, or changing or adding any lock without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair is not required upon Resident's vacating the Premises. No additional phone or tv cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent.
17. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises to Owner at property's management office or designated place (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Residents' oral requests do not constitute a written request from Resident. Owner's complying with any oral request does not waive the strict requirement for written notices under this Contract. Resident must immediately notify Owner in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

Resident shall be liable for and shall pay all costs and expenses for damages and repairs to the Premises or Community by Resident or Resident's guests (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and

damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable State law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the office.

18. **OWNER’S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Owner may enter the Premises or other Units at the Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including but not limited to, performing monthly unit inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Contract; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the Premises to prospective residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. In an emergency situation, Owner may enter without notice at any time to protect life or prevent damage to the Premises. Resident, by placing a work order for work to be performed, authorizes Owner to enter the Premises for the purposes of completing that work order in a timely manner. If Resident refuses Owner the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner.

19. **CONDUCT OF RESIDENT:** Resident agrees to abide by all federal, State and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Owner’s Rules and Regulations now in force and effect or which may be hereafter enacted. Resident agrees that Resident or Resident’s guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety, or convenience of others (including Owner’s agents) in or near the Community; (iii) display, discharge, or possess, a gun, knife, or other weapon in a way that may threaten or alarm others or Roommates including but not limited to any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, knives of stated dimensions, razors, throwing stars, nun chucks, and similar objects; (iv) disturb or disrupt the business operations of the property; (v) be involved in or commit criminal activity; (vi) allow in the Premises or Community any illegal manufacture, sale, possession or use of any drugs or substances or drug paraphernalia controlled by the State in which the Premises or Community are located; (vii) possess or keep any explosives, flammable or any hazardous substances, or any item or thing of a dangerous nature in or on the Premises or the Community; (viii) engage in or threaten violence; (ix) possess a weapon that is prohibited by State law; (x) store anything in closets having gas appliances; (xi) tamper with utilities or telecommunications; (xii) use windows for entry or exit; (xiii) heat the Premises with a gas-operated cooking stove or oven; (xiv) injure the Community’s or Owner’s reputation by making bad faith allegations against the Community or Owner to others; and (xv) allow the Premises or Community to be used for any unlawful purpose whatsoever. If Resident is in violation of these conditions, the total cost of repairs for any and all damages caused by Resident or Resident’s guests will be the responsibility of Resident.

20. **COMMUNITY AMENITIES:** Various areas of the Community are designated and intended for the use and enjoyment in common by all residents, including but not limited to the walkways, breezeways, courtyards, recreational facilities, lounges, clubhouse, town hall, computer lab, fitness center, pool, hot tub, basketball, sand volleyball, tennis court, tanning device, game room, and other amenities (the “Amenities”) made available by the Owner. Resident and Resident’s guests must comply with all rules and regulations regarding these Amenities and should be considerate of others while using these Amenities. Resident acknowledges Owner retains the right to alter, modify, or eliminate the Amenities should Owner so elect. The use of the Amenities by the Resident shall be at the Resident’s own risk. Resident’s use may be regulated, denied, or restricted at any time by Owner.

21. **RESIDENT’S RESPONSIBILITY FOR SECURITY:** Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises is located or the effectiveness or operability of any security devices or measures on the Premises or Community.

No Warranty or Guarantee: Resident acknowledges that Owner neither warrants nor guarantees the safety or security of Resident or Resident’s guest (s) or invitee (s) against any criminal or wrongful acts of third parties. Each Resident and their guest (s) or Invitee (s) are responsible for protecting his or her own person and property. Owner is not liable to Resident, Roommates, or respective guests for any damage, injury, or loss to person or property caused by other persons, including but not limited to, theft, burglary, assault, vandalism, or other crimes. Owner cannot assume responsibility for the criminal actions of third parties. There is no guarantee that any effort by Owner will in any way increase Resident’s personal security or the safety of Resident’s family or guest (s) or

Resident's belongings. Owner represents and Resident acknowledges that Owner is not equipped or trained to provide personal security services to Resident, Roommates, or their respective guests. Resident acknowledges that Resident and local law enforcement agencies are responsible for Resident's security and the security of all guests.

No Reliance on Security Devices or Measures: Residents acknowledges that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect Resident and Resident's existing property as if these devices or measures did not exist. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, alarms and smoke detectors. Resident is responsible for supplying electrical current to devices, including replacing the batteries if applicable. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Any charges resulting from the use of the intrusion alarm will be charged to Resident, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there.

In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests or occupants of any unit. Someone with criminal intent can circumvent any procedure used by the officer and/or patrol service and commit a crime in the Community. In the event cameras have been placed in the Community or Amenities, these cameras are not manned on a 24 hour basis and are not designed to provide personal security services for anyone. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates including but not limited to approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; not tampering with the gates. Owner has no duty to maintain the gates or fencing. Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

Security Guidelines: There are many crime prevention tips readily available from police departments and other sources. Residents are encouraged to use these and other common sense tips. Always report emergencies to local authorities first and then contact Owner, including suspicious activity. Know neighbors and watch out for each other. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit. Keep keys handy when walking to a car or home. Do not go inside if the door is open upon arriving home. Call the police before entering. Make sure door locks, window latches, and sliding glass doors are properly secured at all times. Do not put identification, such as name or address, on key rings or hide extra keys under the door mat or flower pot. If keys are lost or concerns about safety exist, contact the office for rekeying. Do not open the door to a stranger. Check security devices and detection devices once a month to make sure they are working properly. Tell someone of plans of departure, whereabouts, and plans to return. Lock doors and windows and leave a radio or TV playing softly while gone. Stop deliveries of newspapers or mail when gone for an extended period. Know at least two exit routes from the Premises, if possible. Do not give keys, codes, access cards, or gate remotes to anyone. Always lock car doors, even while driving. Hide valuables and park vehicles in a well-lit area. Check the backseat before entering the car.

22. **VEHICLE REGISTRATION AND PARKING:** Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Community. Where applicable, there may be a fee required for parking. Parking of boats, recreational vehicles, commercial vehicles, campers, mobile homes, and trailers is not allowed unless written permission from Owner is obtained. Washing vehicles and performing mechanical work is prohibited unless special areas are designated in Owner's sole discretion. Vehicle speed in the Community may not exceed 15 miles per hour. Resident acknowledges that Resident will park all vehicles at Resident's own risk and will maintain property insurance on Resident's vehicles. Owner may fine or have unauthorized or illegally parked vehicles towed according to State law at the vehicle

owner or operator's expense at any time if it: (i) has a flat tire or is otherwise inoperable; (ii) is on jacks, blocks, or has wheel (s) missing; (iii) takes up more than one parking space; (iv) belongs to a resident or occupant who has surrendered or abandoned the Premises; (v) is in a handicap space without the legally required handicap insignia; (vi) is in a space marked for visitors, managers, or staff; (vii) blocks another vehicle from exiting, prevents traffic flow, or is double parked; (viii) is in a fire lane or designated "no parking" area; (ix) is in a space marked for other resident (s) or Units; (x) is on the grass, sidewalk, or patio; (xi) blocks garbage trucks from access to a dumpster, or; (xii) has no current license, registration or inspection sticker; and/or Owner gives at least 10 days notice that the vehicle will be towed if it is not removed.

In the event a parking decal is required, Resident agrees to display such decal in the lower front windshield on the passenger side. If the windows are tinted, the parking sticker must be displayed in the upper front windshield on the passenger side. Owner is not responsible for damage to tint. Parking stickers must be displayed in the vehicle in which it is registered. Resident agrees to display hanging tags on the rear view mirror. To replace a lost parking sticker or tag, there is a replacement fee of a minimum of \$35. If a new vehicle is to be brought on the property, the old sticker must be returned to the Owner in order to replace the sticker at no additional charge. Although parking space may be provided for residents, this space may prove inadequate at times.

23. **ANIMALS:** Resident shall not have or allow any animal (except for service animals) to be in the Premises or Community without prior written consent by Owner, including but not limited to cats, dogs, visiting pets, snakes, birds, parrots, toucans, hamsters, gerbils, frogs, spiders, ferrets, guinea pigs, rabbits, or other animals. The first violation will result in a written warning and \$150 fine; the second violation will result in a written warning and \$200 fine; the third violation will result in a \$300 fine and Resident may be declared in default of the Contract. Resident will be charged for defleaing, deodorizing, shampooing, and all damages caused by the animal. The unauthorized animal must be removed immediately and Resident will be responsible for all kennel fees. For those communities allowing animals, an Animal Addendum must be signed by Resident and all Roommates and all pet fees paid.
24. **RELOCATION:** For purposes of operating efficiency, Owner reserves the right to relocate Resident to another unit at the Community. If required by Owner to relocate, Resident will not be required to pay the Transfer fee. Owner, to the extent practical and in Owner's sole discretion, will honor Resident's requests for the sharing of a particular Unit.
25. **CASUALTY:** In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises is partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest, licensee, or invitee, the Premises, may be promptly restored and repaired by Owner and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rental Installment(s) will not be abated. However, if the Premises is substantially destroyed, then this Contract may be terminated by Owner, in which event the remaining unpaid Rental Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rental Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guests, licensees, or invitees of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
26. **RESIDENT'S PROPERTY AND RENTER'S INSURANCE:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, and Community. Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage. The Owner is not responsible for and will not provide fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system if applicable.

27. **PLACE PROTECTOR** – Damage & Replacement Insurance (\$25 Deductible);

Coverage includes a **\$4,000 limit for:**

- Electronics (iPod, Docking Station, GPS, Stereo, TV, Camera, etc.)
- Telephone
- Computer
- Text books
- Clothes
- Sports Equipment

\$2,000 limit for:

- Bikes
- Jewelry
- Musical Instruments

Coverage is included for \$10/month- per resident.

If a resident would like to opt out of the Place Protection Damage and Replacement Insurance they will need to contact the leasing office and complete the Place Protector Opt Out Form before the Commencement Date of this Housing Contract. By completing the Place Protector Opt Out Form, resident acknowledges that they shall not be able to file any claims for loss or damage to resident's personal property under this Place Protection Damage & Replacement Insurance program. Resident shall be personally responsible for damage to resident's personal property, furniture, clothing and valuables from any cause whatsoever, including fire, flood, water leaks, rain, hail, ice, snow, smoke, lightening, wind, explosion, interruption of utilities or other occurrence.

28. **OWNER'S PERMISSION OR CONSENT:** This Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.

29. **NOTICES:** Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Contract or otherwise. Failure of Resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Contract. Owner has designated Place Management Group, Inc., as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Contract or otherwise, must be in writing and must be delivered by certified mail, Return Receipt Requested, to: Place Management Group, Inc.; Two Live Oak Center, 3445 Peachtree Rd., N.E., Suite 1400, Atlanta, GA 30326; c/o Vice President of Property Management. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law.

30. **DEFAULT BY RESIDENT:** Resident will be in default if: (1) Resident fails to pay any Rental Installment or Additional Rent, as and when due hereunder, (2) Resident abandons the Premises, (3) Resident fails to perform any of his or her obligations hereunder, (4) any information contained in Resident's Housing Application is untrue or misleading, (5) Resident or Resident's guest (s) violates this Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs, (6) illegal drugs or paraphernalia are found in the Premises, (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government, or (8) Resident is arrested, charged, detained,

convicted, or given deferred adjudication or pretrial diversion for a felony offense or a sex-related crime including a misdemeanor. If Resident is in default, Owner may at its option terminate this Contract by written notice to Resident. Resident shall surrender possession of the Premises to Owner upon the date specified in such termination notice, and Resident shall be liable to Owner for, and shall indemnify Owner against, all loss and other expenses (for re-letting, refurbishing, cleaning or otherwise making the Premises suitable for re-letting) suffered or incurred by Owner as a result of Resident's default and termination of this Contract. Notwithstanding the commencement of a judicial eviction or dispossessory proceeding and the issuance and execution of a writ of possession on account of any default by Resident, Resident shall remain liable to Owner for all Rental Installments and Additional Rent, accrued through the date on which possession is obtained by Owner, and Resident shall continue to be liable for all Rental Installment(s) and Additional Rent accruing thereafter until the earlier of the expiration of the Term of the Contract or the re-rental of the Exclusive Space. It is intended that Owner's remedies for a default hereunder shall be as broad as permitted under applicable laws and shall include, without limitation, (a) the right to cancel this Contract, reserving the right to collect any unpaid Rent; or (b) the right to rent the Premises for the account of Resident, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to Resident's rental obligations hereunder, with Resident and Guarantor(s) remaining fully responsible for any deficiency in the Contract obligations for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect Rent, or of Owner's right to avail itself of any remedy allowed by law. In the event the Rules and Regulations now or hereafter enacted prescribe warning and/or charges for certain actions of Resident which may constitute violations of this Contract, Owner may elect, in its sole discretion, to enforce the default and/or termination provisions contained herein or to enforce the provisions of the Rules and Regulations. In the event of a default by Resident hereunder, in addition to any other remedies, Owner is entitled to employ an attorney at law to enforce Owner's rights hereunder and all reasonable fees and cost connected therewith shall be paid by Resident. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's and Guarantor's credit record.

- 31. **GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitees, family, and licensees. Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Contract by Resident's guest shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and Roommates shall not have more than ten (10) persons in the Premises and Unit at any one time. Owner will not provide supervision for guests.
- 32. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding Housing Contract with Owner for the next succeeding term (a "New Housing Contract"), the terms of this Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rental Installments hereunder) until the beginning of the term provided in the New Housing Contract (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term. If Resident does not execute a New Housing Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Space, Premises, and Unit in the New Housing Contract.
- 33. **MOVE-OUT PROCEDURES:** Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Upon termination of this Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, reasonable wear and tear excepted, including removing all trash from the Premises and returning furniture to its original placement. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full forfeiture of the Deposit, but in no event shall

such forfeiture be construed as liquidated damages. If no Deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs.

34. **PROPERTY LEFT IN PREMISES:** Owner, in its sole discretion, shall have the right to determine when the Premises is abandoned in accordance with applicable law. Resident agrees abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) the failure to pay Rent or other charges, (iii) discontinuance of any utility service, and (iv) failure to respond to any notices, phone calls, or correspondence from Owner. In the event the Premises is abandoned, Owner shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. In the event applicable law permits, any such abandoned property or personal possessions shall be considered Owner's property and title shall vest in Owner. Resident may redeem property in accordance with and if applicable law permits.

In the event of re-entry and repossession by the Owner, Owner shall have the right to store or dispose of Resident's property remaining in the Premises, and Resident shall be liable for all costs, fees and damages incurred by Owner and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner or otherwise constitute a release of Resident from the terms of this Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

35. **HOLDING OVER:** If Resident fails to surrender the Premises by the Expiration Date of this Contract and if Resident and Owner have not executed a New Housing Contract with a term commencing after the Expiration Date of this Contract, all fees and consequences as defined on the Community Addendum will be incurred due to such holdover. After the Expiration Date of this Contract, this Contract shall not be deemed to have been renewed or extended in accordance with applicable law.
36. **PHOTOGRAPHS:** Resident agrees to allow Owner and college, if applicable, to use photographs of the Resident and the Premises for the purpose of advertising the Community and the college, if applicable, or other similar apartment communities owned or operated by Owner and hereby consents to such use.
37. **SUBORDINATION:** This Contract shall be subject and subordinate at all times to the lien or security title or interest of any and all mortgages, deeds of trust, and deeds to secure debt now or hereafter placed on or against the Community or on or against Owner's interest or estate therein, all without the necessity of having further instruments executed on part of Resident to effectuate such subordination.
38. **INDEMNIFICATION:** Resident, for himself/herself, and Resident's representatives, heirs, assigns and successors releases Owner, and its affiliates, officers, directors, shareholders, employees and agents thereof (hereinafter the "Indemnified Parties") from liability for and agrees to indemnify the Indemnified Parties against all losses incurred by the Indemnified Parties as a result of (a) Resident's failure to fulfill any condition of this Contract; (b) any and all liability for injury or loss relating to Resident's use and occupancy of the Premises or Community; (c) any damage or injury happening in or about the Premises or Community to Resident's guests, licensees, invitees, or such person's property; and (d) Resident's failure to comply with any applicable laws, rules or regulations.
39. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces. Resident may also terminate the Contract if: (1) Resident is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and (2) Resident (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty. After Resident delivers to Owner written termination notice, the Contract will be terminated under this military clause 30 days after the date on which Resident's next Rental Installment is due. Resident must furnish Owner a copy of Resident's military orders, such as permanent change-of-station orders, call-up orders, or deployment

orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After Resident moves out, Owner will return Resident's Deposit if applicable, less lawful deductions. For the purposes of this Contract, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Contract Term and such Resident's spouse or legal dependants living in the Resident's household. A Roommate who is not the Resident's spouse or dependent can not terminate under this military clause. Unless Resident states otherwise, Resident represents when signing this Contract that: (1) Resident does not already have deployment or change-of-station orders; (2) Resident will not be retiring from the military during the Contract Term; and (3) the term of Resident's enlistment or obligation will not end before the Contract Term ends. Liquidated damages for making false representation of the above will be the amount of unpaid Rent for the remainder of the Contract Term when and if Resident moves out. Resident must immediately notify Owner if Resident is called to active duty or receives deployment or permanent change-of-station orders.

- 40. **STATE LAW:** The law governing this Contract is the law of the State in which the Community is located. The Contract is performable and venue for any action shall be proper in the county in which the Community is located.
- 41. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Contract may require, and all gender references to male or female are intended to be gender neutral. This Contract creates a usufruct only and not an estate for years. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all the provisions of this Contract and all other applications by any such provision(s) shall not be affected.

In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Contract for events occurring after such transfer. Resident shall attorn to and recognize the transferee as Owner under this Contract for the remainder of the Term, and thereafter, this Contract shall continue as a direct Contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; bound by any previous prepayment of more than one month's Rental Installment; or required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee.

- 42. **ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Contract. Any addendum referenced in this Contract including, but not limited to, the Community Addendum, Rules and Regulations, Guaranty of Resident Obligations, and all other addenda are hereby incorporated by reference as a part of this Contract.
- 43. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty of Resident Obligations. If Owner requires a Guaranty, Owner has the right to cancel the Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Contract and not substitution of Resident's responsibilities and obligations hereunder. **In the event Resident submits an executed Housing Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Contract.** GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE CONTRACT.

- 44. **RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by all written Rules and Regulations furnished to Resident or posted in the Community Amenities with respect to

Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.

- 45. **SPECIAL PROVISIONS:** If the Resident fails in any respect to fulfill the full obligations of this Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals. In the event there are any special provisions, they shall be added to the Community Addendum.

Resident hereby acknowledges that Resident has read this Housing Contract, the Housing Application, the Community Addendum, the Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respect, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

OWNER:

Name Printed: _____

Signature: _____

Date: _____

Type of Identification *(if signed in your presence)*:

Identification Number *(if signed in your presence)*:

RESIDENT:

Name Printed: _____

Signature: _____

Date: _____

GUARANTOR *(if Resident is under 18 years of age):*

Name Printed: _____

Signature: _____

Date: _____