

**RENTAL AGREEMENT AND LEASE**

**Summit Management Services, LLC ("Agent") manages the Premises on behalf of Landlord, acting as the authorized agent of Landlord.**

**Landlord: SQ Mississippi State I – The Balcony**

**Tenant(s):**

**Residence Complex: The Balcony**

**Residence: 210 S. Montgomery Street, Starkville, MS 39759 ; Unit Type:**

**Residence: 210 S. Montgomery Street Unit # \_\_\_\_\_ Starkville, Mississippi 39759 . Identification of a particular unit number does not guarantee Tenant will be placed in that unit. Landlord may re-assign Tenant as provided elsewhere in this lease agreement.**

**Lease Term: August 6, 2018 at noon (the "Commencement Date") until July 27, 2019 at 11:59 am (the "Termination Date"), unless terminated earlier or extended pursuant to the terms and conditions of this Lease.**

**Reservation Fee: \$200.00. Non-Refundable Administrative Fee: \$45.00.**

**Total Rent for Term: \$ \_\_\_\_\_ , Payable monthly at \$ \_\_\_\_\_ per month.**

THIS RENTAL AGREEMENT AND LEASE ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Landlord and Tenant(s) named above (hereinafter collectively referred to as "Tenant"). All obligations of the individuals listed above under "Tenant(s)" are joint and several.

**1. Unit.** Landlord hereby leases to Tenant the type of Residence described above. The Residence is leased unfurnished and includes the interior of the Residence only, and Tenant shall not attach or place any items on the exterior of the Residence or in the common areas.

**2. Lease Term.** The Lease Term shall mean the period beginning on the above referenced Commencement Date and ending on the Termination Date (an approximately twelve (12) month term). Landlord shall exercise a good faith effort with respect to delivering possession of the Residence to Tenant on the Commencement Date. In the event Landlord does not deliver possession of the Residence to Tenant on the Commencement Date, but Landlord does deliver possession within (45) days after the Commencement Date, then Rent shall be abated on a daily basis during the period of delay. Landlord shall not be liable to Tenant for any losses, expenses, or damages related to such failure to timely deliver possession. If Landlord cannot deliver to Tenant the Residence by the first day of the Lease Term because another resident holds over, or for any other reason, Landlord shall not be liable to Tenant or Tenant’s Guarantor for damages, but Tenant will not be required to pay any Rent until the Residence is available. If Landlord is not able to deliver possession to Tenant within forty five (45) calendar days following the Commencement Date, Tenant may, as its sole remedy, cancel the Lease by written notice to Landlord, in which case Tenant’s security deposit will be refunded and Tenant shall have no further liability hereunder. It is expressly understood that this Lease is for the Lease Term regardless of whether Tenant takes occupancy, is transferred, ceases to be enrolled at any school in the area, is no longer a resident of the area, notifies Landlord of Tenant’s intent not to occupy the premises, or, for any other reason, is unable to continue occupying the Residence. Accordingly, Tenant’s obligation to pay Rent hereunder (and the Guarantor(s) obligation to ensure payment of the same) shall continue for the entire Lease Term and until all sums due to Landlord hereunder have been paid in full.

**3. Renewal.** The Lease Term shall end at 11:59 a.m. on the Termination Date. Landlord may, in its sole discretion, but shall not be required to, grant to Tenant an option to renew this Lease ("Renewal Option")

by providing Tenant written notice of such Renewal Option together with the terms thereof. Landlord has no obligation to provide any Renewal Option or to provide any Renewal Option on the same terms or conditions of this Lease. In the event that Landlord does not deliver any such Renewal Option to Tenant, which Landlord shall have no obligation to do, Tenant shall have no option or right to renew this Lease and this Lease shall automatically terminate on the Termination Date, unless otherwise agreed to in a writing signed by both Landlord and Tenant. If Landlord does deliver the Renewal Option to Tenant, and if the Renewal Option is not signed by Landlord and all individuals comprising Tenant and received by Landlord on or before the date required for such signature as provided in such Renewal Option, Tenant shall have no right to renew or extend this Lease for any period of time. Tenant understands should any one of the individuals comprising Tenant exercise the right to renew this Lease it shall not be binding unless exercised by all individuals comprising Tenant. A renewal shall not entitle Tenant, or their successors, to have the Residence refurbished prior to the beginning of the renewal term nor will any part of the Security Deposit be refunded at the time of such renewal.

**4. Rent.** Tenant shall pay Landlord the full monthly Rent set forth above during each month of the Lease Term as rental for the Residence and Landlord and Tenant hereby agree that Rent for each month, including any partial month during the first or final month of the Lease Term, shall be payable in full and without proration with respect to the number of days Tenant is in possession during such month, except as otherwise expressly set forth herein with regard to Landlord's delay in delivery of the Residence. Tenant acknowledges that the full amount of Rent stated is due even though the Lease Term does not encompass a full 365 days. Rent is payable in advance without demand, abatement or set-off, at the office of Landlord or at such other place(s) as Landlord may designate, on or before the Commencement Date and the first day of each calendar month thereafter during the Lease Term. IF MAILED, THE RENT AND ALL OTHER SUMS DUE UNDER THIS LEASE SHALL BE MAILED IN SUFFICIENT TIME AND WITH ADEQUATE POSTAGE THEREON TO BE ACTUALLY RECEIVED BY LANDLORD NO LATER THAN THE FIRST DAY OF THE MONTH. ANY RENT NOT ACTUALLY RECEIVED BY LANDLORD ON OR BEFORE THE FIRST DAY OF THE MONTH SHALL BE DELINQUENT AND IN DEFAULT. The parties hereby agree if Rent is not paid in full by 5:00 p.m. on the (4<sup>th</sup>) day of the month when it is due, Tenant shall, in addition to any other remedies of Landlord, pay a late charge of \$50.00 on the (5<sup>th</sup>) day of the month and an additional \$10.00 per day (late fee) thereafter. Personal checks will not be accepted after the tenth (10<sup>th</sup>) day of each month, as Rental payments must be in the form of a cashier's check or money order if tendered after the tenth (10<sup>th</sup>) day of the month. Tenant shall pay a handling charge in the amount of \$30 or 5% (whichever is greater) for each dishonored check, and, in addition, if applicable, the late charges set forth above. Returned checks must be redeemed by cashier's check, certified check or money order. All monies received by Landlord shall be applied first to non-rent items (outstanding charges such as, but not limited to, late charges, cleaning service fees, returned check charges, damages incurred by or on behalf of Tenant), and then to Rent. At Landlord's option, Landlord may require all Rent and other sums to be paid in check, certified check, or money order, and by one monthly payment rather than multiple payments by each Cotenant. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder for security purposes. The liability for Rent, in addition to all other obligations hereunder, shall be joint and several among each and all of the individuals comprising Tenant. By providing a check for payment, Tenant is hereby given notice that Tenant's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord via U.S. Mail or in designated drop box locations. Landlord's receipt of Tenant's check shall constitute Tenant's authorization of such electronic fund withdrawal.

Any payment, however designated, may be accepted by Landlord and applied against any part of Tenant's then existing and then due Rent, or Landlord may first apply such payment against any sum then due, or Landlord may retain such payment (without interest) as a credit against Tenant's accruing future obligations.

**5. Administrative Fee; Reservation Fee.** Each Cotenant shall pay Landlord the non-refundable Administrative Fee in the amount set forth on the first page of this Lease for each new Cotenant application, which constitutes fees to cover the administrative costs of processing the application.

In addition to the Administrative Fee, Tenant shall provide Landlord payment of the Reservation Fee in the amount set forth on the first page of this Lease. Except for Landlord's inability to deliver the Residence or a comparable unit in the Residence Complex to Tenant in accordance with Section 2, the Reservation Fee is non-refundable prior to Tenant's taking possession of the Residence. In the event Tenant does not take occupancy of the Residence, in addition to all other remedies available to Landlord under this Lease or at law, the Reservation Fee shall be forfeited by Tenant.

The Reservation Fee is due upon signing this Lease. In the event that all or any part of the Reservation Fee is not received by Landlord within fifteen (15) days after the date this Lease is signed as such date is set forth in the recital set forth on the first page of this Lease, Landlord may, but shall not be obligated to, in its sole discretion, terminate the Lease by written notice to Tenant at Tenant's last known mailing address at any time prior to Landlord's receipt of such Reservation Fee in full. Failure by Tenant to deliver the Reservation Fee or any portion thereof does not void this Lease and Tenant shall remain liable for all of its obligations hereunder whether or not such Reservation Fee is collected.

**6. Security Deposit.** Tenant shall receive a comprehensive Move-In and Move-Out Inspection Report (The "Inspection Report" - attached hereto as Exhibit "A") which lists for Tenant's permanent retention any existing damages. Tenant is entitled to inspect the Residence to ascertain the accuracy of the Inspection Report prior to taking occupancy, and Tenant shall either sign the Inspection Report or state specifically in writing the items listed therein to which Tenant dissents, and Tenant shall sign such statement of dissent. No such written report shall constitute a request for repairs within the meaning of Paragraph 17 of the Lease.

Upon Tenant's receipt of the Inspection Report, the Reservation Fee will automatically be converted to a security deposit (the "Security Deposit") in the amount stated above as security for the full and faithful performance and observance by Tenant of each and every term and covenant of this Lease, including, without limitation, the payment of Rent. The Security Deposit is being held in an escrow account maintained by Agent. Agent may, but is not obligated to, maintain such funds in an interest bearing account. Any interest accruing shall become the property of Agent. In the event of a sale or other conveyance of the Residence, Landlord shall be entitled to transfer the Security Deposit (or Reservation Fee) to the party who acquires the Residence, and from and after such transfer, Landlord shall be released of any liability with respect thereto. Before Tenant may occupy the Residence, the full Security Deposit and first month's Rent indicated above must have been received by Landlord. The Security Deposit is not part of Rent and consequently cannot be deducted from the final month's Rent due hereunder. The provisions relating to the Security Deposit are for the protection of Landlord, and are in addition to and not in limitation of Landlord's other remedies set forth in this Lease or at law, it being understood that Tenant is completely responsible for Rent for the entire Lease Term and for any and all damages to the Residence or otherwise, all as provided herein, and that the Security Deposit may be set off against the total claims of Landlord and shall not constitute Landlord's exclusive remedy. Further, Landlord can retain as much of the Security Deposit as is necessary to return the Residence to its original state when occupancy began, ordinary wear and tear excepted.

Upon Tenant's surrendering possession of the Residence upon the termination or expiration of this Lease, Tenant and Landlord shall jointly inspect the Residence and complete the Move-Out Inspection portion of the Inspection Report, listing any damage done to the Residence during the Lease Term which is the basis for any charge against the Security Deposit. Tenant agrees to leave all power, water and gas (if applicable) on until the Termination Date, and the cost of having such utilities turned on to perform the inspection shall be borne by Tenant. Landlord and Tenant shall sign the Inspection Report; however, if Tenant refuses to sign the Inspection Report, Tenant must state specifically in writing the items on the Inspection Report to which Tenant dissents and shall sign the statement of dissent and deliver the same to Landlord in person or via certified United States Postal Service. If Tenant does not sign and deliver the statement of dissent within five calendar days following the inspection or if Tenant is not present at the

Move-Out Inspection or fails to follow the prescribed Move-Out procedures and return all keys to Landlord, it may result in partial or full forfeiture of the Security Deposit.

Landlord shall deduct from the Security Deposit sums sufficient to compensate Landlord for the following items prior to returning the Security Deposit or any portion thereof to Tenant: (i) any failure to comply with the move-out procedures (outlined in Paragraph 7 the "Move-Out Procedures"), (ii) any damages to the Residence in excess of normal wear and tear, (iii) any damages to the Residence due to the negligence, carelessness, accident or abuse of Tenant, and (iv) any unpaid sums due to Landlord under the terms of this Lease, including without limitation, Rent, late charges, utilities, returned or dishonored check charges, unpaid damage claims, pet fines, key replacement charges, charges for removing, packing and storing abandoned, seized or lawfully removed property, court costs, attorney fees, and any actual damages caused by any breach of this Lease by Tenant. After deduction of the items specified in the immediately preceding sentence, the balance of the Security Deposit, if any, together with a written, itemized accounting of deductions shall be mailed by first class mail to Tenant no later than forty-five (45) days after the termination of this Lease or the surrender and acceptance of the Residence, whichever occurs later. Tenant shall notify Landlord in writing at the time of move-out inspection of Tenant's forwarding address in order to enable Landlord to return the statement required with respect to the Security Deposit and any appropriate return of any portion of the Security Deposit to Tenant. In the event that Tenant is comprised of more than one individual, the refund of the portion of the Security Deposit shall be returned to each resident equally without regard to which Tenant paid the Security Deposit and without regard to which Tenant's conduct resulted in any deductions there from. Refunds shall be mailed to each Tenant at the forwarding address given to Landlord. If Tenant has not supplied Landlord with the correct forwarding address, Tenant shall pay all costs incurred by Landlord in reissuing the Security Deposit. If the Security Deposit refund is returned as undeliverable and Landlord is unable to locate Tenant after a reasonable effort, the Security Deposit becomes the property of Landlord ninety (90) days after it was mailed.

**7. Move-Out Procedure.** Prior to vacating the Residence, Tenant shall fully comply with the terms of the Move-Out Procedures set forth in the Security Deposit Policy (attached hereto as Exhibit "B") and **Tenant shall otherwise leave the Residence in the same or better condition as delivered except for ordinary wear and tear, and upon vacating, return all keys to Landlord and provide a forwarding address.** In Landlord's sole discretion, should repairs or cleaning (including, but not limited to, steam cleaning of carpet and touch-up painting) be necessary upon inspection of the Residence by Landlord, then Landlord may use all or part of the Security Deposit to offset such expenses. Each individual comprising Tenant (sometimes herein each referred to as a "Cotenant") acknowledges he or she is jointly and severally liable under the Lease, including, without limitation, for all move-out expenses referenced above.

**8. Pets.** ABSOLUTELY NO PETS OR ANIMALS ARE ALLOWED without the written consent of Landlord. If Landlord provides written consent to any such pet, Tenant must supply pet vet records, pay the applicable pet fee and pet deposit, and each Cotenant must sign the pet addendum before any (and each) pet is allowed in the Residence or within the Residence Complex. No pet is allowed, even temporarily, anywhere in the Residence or Residence Complex without the prior written consent of Landlord. This means that visitors shall not bring animals to visit and Tenant shall not "baby-sit" the animals of friends or family members. Tenant takes full financial responsibility for any damage to the Residence any pet may cause. Without limiting the remedies available to Landlord, the following shall apply to a violation of this policy:

**First:** A written warning will be issued to Tenant specifying the complaint, a **\$150.00 charge** will be immediately due and payable by Tenant, and Landlord may, in its sole discretion, declare Tenant in default of this Lease and exercise any remedies provided in this Lease.

**Second:** Upon a second violation, a **\$300.00 charge** will be immediately due and payable by Tenant, and Landlord may, in its sole discretion, declare Tenant in default of this Lease and exercise any remedies provided in this Lease.

The charges provided above for violation of the no-pets policy constitute fees to cover the administrative costs of handling a pet violation but do not cover damages or destruction due to urine, carpet repair, etc. caused by any pet. Tenant shall remain liable for any and all damages exceeding normal wear

and tear to the Residence caused by the pets or animals, and the above fees do not release Tenant of such liability. If Landlord, in its sole discretion, permits a pet, Tenant shall register such pet with Landlord and pay Landlord a non-refundable pet fee of \$300.00 for each pet approved.

**9. Waterbeds/Ceiling Fans.** Tenant is not permitted to have a waterbed in the Residence. Tenant is not permitted to install, maintain or replace existing fixtures in the Residence. Tenant shall not have any ceiling fans in the Residence.

**10. Utilities.** Unless and except as otherwise provided herein, Tenant will pay all charges for all water, gas, electrical, phone, cable, internet, or other utilities of any kind (collectively, "utilities") for the Residence, when and as they become due, and Tenant shall make all necessary deposits with the appropriate utility companies supplying said services prior to the move-in date. It shall be the responsibility of Tenant to make such arrangements with the public utility companies, and such utilities shall be in the name of Tenant. If Tenant fails to pay these charges when due, Landlord shall be entitled, but not obligated, to make all or part of such payments in Tenant's name and on account of Tenant, and said amount so paid by Landlord shall become immediately due and payable by Tenant to Landlord. Tenant is responsible for all utilities unless and except as otherwise provided in the preceding sentence. Utilities, if any, included in Rent at the Residence include:

Cable, Internet, Trash Pick Up, Parking (any utilities not listed shall be the responsibility of Tenant).

Upon vacating the Residence, Tenant shall not disconnect water, power or gas until the end of the Lease Term and will have the utilities transferred as requested by Landlord.

If applicable, Landlord may furnish to the Residence a telephone terminal, satellite signal, or where applicable, wireless access for Tenant's connection to an internet service provider. Tenant may find it necessary to purchase a network interface and/or other equipment to connect to the internet service provider. Such equipment and expenses are Tenant's sole responsibility.

**11. Use and Occupancy.** The Residence shall be occupied by the persons listed under "Tenant" above. Tenant shall not sublet the Residence, assign this Lease or change roommates without the prior written consent of Landlord. Tenant shall not abandon or vacate the Residence without Landlord's prior written consent. The Residence shall be used for residential purposes only. In no event shall the Residence be used in any of the following manners nor for any of the following purposes: (a) any illegal usage in violation of any laws, codes, or ordinances, (b) any manner which creates or permits a nuisance or trespass, (c) any manner which violates or increases the rate of insurance on the Residence or Residence Complex, (d) any manner which produces, reproduces or transmits sounds which are audible outside the Residence, (e) any manner which emits an odor outside the Residence, or, (f) any hazardous or wasteful manner. In addition, Tenant shall not engage in or permit any drug-related or criminal activity in the Residence or anywhere in or around the Residence Complex, or engage in or permit any activity that endangers the health or safety of other residents or engage in or permit any activity that is, in Landlord's sole discretion, otherwise injurious to the Residence Complex or its reputation. Instances of such conduct shall include, but not be limited to, Tenant's permitting any co-resident, occupant, member of Tenant's household or family, guest, licensee, invitee, or other person Tenant permits to occupy or use the Residence, to use, manufacture, purchase, sell, or otherwise distribute illegal drugs or illegal drug-related paraphernalia in or about the Residence. The restrictions contained hereunder are material obligations under this Lease. For purposes of this Section, Landlord's receipt of complaints from other residents or employees shall be evidence that Tenant has violated the foregoing restrictions and Landlord may, in its sole discretion, terminate this Lease as provided in Section 21 herein.

Without limiting Tenant's obligation to leave the Residence in the same or better condition upon Tenant vacating the Residence, Tenant shall not make any alterations in or improvements to, or paint, wallpaper, drill holes in, install antenna or phone outlets in, or deface or otherwise alter the Residence, or any walls, fixtures, appliances or equipment owned by Landlord in the Residence or Residence Complex.

Tenant will be held liable for damages or injuries caused by any alterations made to the Residence without Landlord's approval. The damages may be assessed at the cost to return the Residence (or other property damaged by Tenant) to its original state.

Further, Tenant shall not place in the Residence motorized vehicles (including mopeds), generators, grills, or other equipment or property intended not suitable for indoor use. Tenant shall not remove any of Landlord's fixtures, appliances, or equipment from the Residence for any reason. Landlord shall initially furnish working light bulbs for Residence sockets; thereafter, light bulbs shall be replaced by Tenant at Tenant's expense. If applicable, the deck constructed adjacent to the Residence is designed and constructed for normal occupancy and use. Tenant shall not cause or allow more than eight persons on the deck at any one time. Use of gas or charcoal grills on decks or balconies is expressly prohibited. If Tenant fails to comply with these deck limitations, such failure shall constitute a breach of this Lease by Tenant and Landlord may, in its sole discretion, terminate this Lease as provided in Section 21 herein. Tenant shall indemnify and hold harmless Landlord and Agent from and against, and shall be fully liable for, any resulting damages or injuries resulting from Tenant's failure to comply with the deck limitations described herein. Further, Tenant shall not maintain or store any items or personal property on the deck.

**12. Common Areas.** Landlord hereby grants to Tenant a non-exclusive license during the Lease Term to use all driveways, walkways, hallways, landscaped areas, and other common areas of the Residence Complex (the "Common Areas"), such usage to be in common with the usage by Tenant and other tenants in the Residence Complex and their permitted guests, invitees and licensees. Landlord may impose such restrictions on the use of Common Areas as Landlord deems appropriate. Landlord shall be entitled to control the entry upon the Common Areas by Tenant's guests, invitees or licensees, including agents, furniture movers, deliverymen, solicitors or salesmen. Landlord shall have the unrestricted right to increase, reduce, eliminate, relocate or change the size, dimensions, design or location of the Common Areas or any other improvements in the Residence Complex from time to time in any manner whatsoever as Landlord shall deem proper. Tenant shall use all Common Areas in a prudent, inoffensive and non-dangerous manner, and in compliance with any community policies. Tenant acknowledges that parking in the Common Areas may be limited and that Tenant is not guaranteed the right to a parking space in the Common Areas or any parking associated with Residence as part of this Lease. Landlord may promulgate appropriate rules and regulations to solve any parking problems, which may arise.

Tenant agrees that Tenant will be responsible for any damages to any Common Areas caused by Tenant or by guest, licensee or invitee of Tenant. Tenant and Tenant's guests, licensees and invitees use recreational facilities and Common Areas at their own risk.

**13. Tenant Acceptance.** Subject to the completion of the Inspection Report, Tenant has fully examined and inspected the Residence and the Residence Complex, and Tenant has accepted the same "as is" and in their existing condition, without representation or warranty, express or implied, except as expressly required by non-waivable provision of applicable law.

**14. Security and Liability.** Tenant acknowledges that Landlord and Agent have taken reasonable measures concerning the safety of the Residence and the Residence Complex to allow Tenant to protect himself or herself and his or her existing property. Landlord and Agent shall not be liable for losses or damage to Tenant's person or property arising out of or related to theft, vandalism, criminal action, fire, or any other causes other than the negligence of Landlord. Tenant shall and does hereby indemnify and hold harmless Landlord and Agent from any liability due to loss, damage, injury or death to the person or property of Tenant, Tenant's guests, licensees or invitees present at the Residence or Residence Complex other than that caused by the negligence or intentional misconduct of Landlord. Landlord and Agent shall have no duty regarding security at the Residence or Residence Complex other than to make necessary repairs to door locks and window latches after notice from Tenant as provided in Paragraph 17 or as otherwise required by applicable law. Tenant has inspected all locks and latches and agrees same are safe and acceptable. Landlord shall have no duty to furnish security guards or additional locks, latches, or alarm systems. Upon request by Tenant, Landlord shall change Tenant's door lock or install additional locks for a reasonable charge to Tenant so long as Landlord is provided keys to said locks. Tenant acknowledges said

keys may be provided to maintenance personnel under Landlord's supervision or pest control companies for routine pest control service. 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, or engaging in decorating or assisting Tenant with aesthetic improvements to Residence at Tenant's request, such employee shall be deemed the agent of Tenant regardless of whether payment is arranged for such service, and Tenant shall and does hereby release and indemnify Landlord from all liability regarding same. Tenant is not allowed to install additional or alternate locks on bedroom doors without the prior written consent of Landlord. Tenant shall be responsible for returning any altered or modified bedroom door locks to their original condition prior to Move-Out Inspection. Landlord reserves the right to deduct from the Security Deposit any necessary costs to return altered or modified bedroom door locks to their original condition. Changing locks is expressly prohibited. Tenant shall immediately report to Landlord and local law enforcement any acts of vandals or burglars at the Residence or Residence Complex. Failure to report criminal acts known to Tenant to a law enforcement agency within twenty-four (24) hours of discovery shall raise a presumption that any loss or damages sustained were not due to a criminal act, but rather were due to the negligence or conduct of Tenant or Tenant's guests.

**15. INSURANCE**

**(A) CASUALTY:** In the event of fire or other casualty, Tenant must immediately notify Landlord. If the Residence is partially destroyed by fire or other casualty not attributable to Tenant or Tenant's guest, licensee, or invitee, Landlord may, but is not required to, promptly restore and repair the Residence, and any monthly installments of Rent for the period that the Residence is not livable, as Landlord shall reasonably determine, shall abate, unless Landlord provides Tenant with alternative living space, in which event Rent will not be abated. However, if the Residence is substantially destroyed, then this Lease may be terminated by Landlord, in which event the remaining unpaid Rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Tenant expressly acknowledges that Tenant shall not be excused from paying any Rent if the damage or destruction to the Residence is the result of or attributable to Tenant or the guests, licensees, or invitees of Tenant, and Tenant shall be responsible for all costs, liabilities and expenses relating to or arising out of such damage or destruction, including the repair or cleaning thereof.

**(B) TENANT'S PROPERTY AND RENTER'S INSURANCE:** TENANT IS RESPONSIBLE FOR ACQUIRING AND MAINTAINING TENANT'S OWN INSURANCE ON FURNITURE, ELECTRONIC EQUIPMENT, CLOTHING, MOTORIZED VEHICLES, BOATS, VALUABLES AND ANY OTHER PERSONAL PROPERTY KEPT BY TENANT IN OR ABOUT THE RESIDENCE AND RESIDENCE COMPLEX. LANDLORD SHALL NOT BE LIABLE TO TENANT, ROOMMATES, OR THEIR RESPECTIVE GUESTS, LICENSEES OR INVITEES 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 ANY OTHER OCCURRENCES UNLESS SUCH DAMAGE, INJURY, OR LOSS IS CAUSED BY THE NEGLIGENCE OF LANDLORD OR AGENT. TENANT EXPRESSLY WAIVES ALL CLAIMS FOR SUCH INJURY, LOSS, OR DAMAGE AND WAIVES ANY RIGHTS OF ITS INSURERS TO SUBROGATION AGAINST LANDLORD. THE LANDLORD IS NOT RESPONSIBLE FOR AND WILL NOT PROVIDE FIRE OR CASUALTY INSURANCE FOR TENANT'S PERSONAL PROPERTY. TENANT WILL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY TENANT, INCLUDING BUT NOT LIMITED TO WATER DAMAGE, FIRE, SMOKE, GREASE OR COOKING FIRES, OR ACTIVATION OF THE SPRINKLER SYSTEM IF APPLICABLE.

**16. Damages by Tenant.** The Residence will be under the exclusive control of Tenant, and Tenant agrees to keep Residence in a clean, slightly and sanitary condition and free of all insects, vermin and rodents. Tenant shall pay to Landlord upon demand the amount of any loss, property damage, or cost of repairs or service incurred by Landlord which is caused intentionally, negligently, or by improper use of the Residence or Residence Complex by Tenant, or Tenant's invitees, including damage to the plumbing, electrical, cooling and heating systems. Tenant shall be responsible for all plumbing stoppages occurring in lines exclusively serving the Residence unless such stoppage is caused by faulty design of the plumbing system or clogged

lines outside the unit. TENANT SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY FREEZING WATER PIPES, IF SUCH FREEZING IS THE RESULT OF TENANT'S FAILURE TO MAINTAIN SUFFICIENT HEAT OR AIR FLOW IN THE RESIDENCE. FURTHER, TENANT SHALL BE RESPONSIBLE FOR CLOGGED TOILETS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TENANT SHALL BE SOLELY RESPONSIBLE FOR MAINTENANCE AND REPAIR OF DOORS AND GLASS IN THE UNIT.

**17. Repairs.** Tenant shall promptly notify Landlord of the need for any repairs to the Residence, which are necessary to maintain the Residence in tenantable condition. Landlord shall, upon actual receipt by Landlord of such notification, act with reasonable diligence in making such repairs, and this Lease shall continue and Rent shall not be abated, provided, however, that Landlord may require Tenant to pay any money due Landlord pursuant to Paragraph 15, Paragraph 16 or as otherwise set forth in this Lease with respect to repairs prior to making such repairs. Landlord may temporarily interrupt any utility service to avoid damage to property or to perform maintenance requiring same. Tenant shall reimburse Landlord for any expense incurred by Landlord caused by or arising from the intentional or negligent act of Tenant or Tenant's guests, licensees or invitees. No Tenant incurred expense shall be deducted from the monthly Rent under any circumstances whatsoever.

**18. Holding Over.** Tenant shall promptly vacate the Residence and remove all of Tenant's goods and property therefrom and shall not remain in possession of the Residence after the expiration or termination of this Lease, whether such termination occurs by lapse of time or otherwise. At the expiration of the Lease Term, Landlord shall have the right to remove Tenant and Tenant's possessions from the Residence and change the locks and take such other steps as Landlord finds appropriate to regain possession of the Residence. If Tenant holds over and fails to move out on or before the date and time required under this Lease, and Landlord elects, in Landlord's sole discretion, by delivery of written notice thereof, to permit Tenant as a "tenant at will", the Rent for the holdover period shall be \$100.00 per day, together with Rent due hereunder in monthly installments, until occupancy is redelivered to Landlord and Tenant shall, and does hereby, indemnify Landlord for any damages or liabilities incurred due to such holdover. Holdover rents shall be immediately due on a daily basis in advance. Nothing contained herein shall be construed as consent by Landlord to permit Tenant to holdover. In Landlord's sole discretion, and without limiting any other remedies available to Landlord, Landlord may offset the daily rental for the holdover period from the Security Deposit of Tenant.

**19. Abandonment of Leased Residence.** In the event Tenant shall remove or attempt to remove any goods, furnishings or property from the Residence other than in the ordinary and usual course of continuing occupancy without first having paid Landlord all Rent and other charges which are due or may become due during the Lease Term, the Residence may, at the option of Landlord, be considered to be abandoned, and Landlord shall have the right, without notice of any kind, to store or otherwise dispose of any property left on or about the Residence after the termination of this Lease and any renewal thereof. Any property left on or about the Residence shall be considered to be abandoned and the property of Landlord and title thereto shall be exclusively presumed as having vested in Landlord by virtue of such abandonment. In disposing of said property, Landlord shall be entitled to sell same at any public or private sale, and Tenant hereby releases, holds harmless and indemnifies Landlord from and against any and all claims to said property and against Landlord. Landlord may be a purchaser at any such sale.

**20. Alterations.** Tenant shall not make any alterations or physical change of any nature in or to the Residence or Residence Complex, unless Landlord provides written consent thereto. Any alterations or changes which Landlord does permit shall become the property of Landlord and shall remain on the Residence at all times during and after the term hereof. Tenant has no authority to incur any debt or make any charge against or to create any lien against the Residence of the Residence Complex for any work done or materials furnished, or to act as agent for Landlord at any time or for any purpose.



After move in, Tenant is responsible for replacing interior light bulbs (60 watt bulbs max). The following items are prohibited: Decals and stickers on the walls, construction barriers or street signs because these constitute stolen property, and dart boards without backboards.

**21. Breach, Abandonment, Default, Forfeiture and Termination.** Upon Tenant’s failure to make any payment of Rent when due, or upon Tenant’s breach of any other terms, covenants, agreements, rules, regulations or conditions herein contained, or if Tenant abandons or vacates the Residence prior to the expiration of the Term, then, at its sole option, Landlord may peacefully re-enter and repossess the Residence, and remove and put out Tenant and Tenant’s personal property in the manner allowed by Mississippi law. In the event of such re-entry and repossession by Landlord, Tenant shall be liable for all costs, fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

It is intended that Landlord’s remedies shall be as broad as permitted under Mississippi law and shall include, without limitation, to the extent permitted by Mississippi law: (a) the right to cancel this Lease, reserving the right to collect any unpaid Rents, charges, and assessments for damages to the Residence; or (b) the right to accelerate the then-remaining balance of Rent for the Lease Term, or, the right to standby and collect Rent as it becomes due; or (c) the right to sublease the Residence for the account of Tenant, in which event the proceeds from such subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Residence, and third, to Tenant’s rental obligations hereunder, with Tenant and Guarantors remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid Rent or damage, or of Landlord’s right to avail itself of any remedy allowed by Mississippi law. Any Rent or damages which remain unpaid after default shall bear interest at the lesser of eighteen percent (18%) or the maximum rate permitted under Mississippi law. Nothing in this Lease shall constitute a contractual duty or obligation of Landlord to mitigate damages caused by Tenant.

Further, Landlord may terminate the tenancy of any Tenant for “good” cause including, but not limited to, the creation or maintenance of a threat to the health and safety of Tenants or other residents of the Complex, suspicion of criminal conduct or behavior, or possession of firearms. Except for law enforcement officials or security personnel, non-registered guns are prohibited in the Residence and Residence Complex.

**22. Tenant Obligations.** In the event Tenant shall default in the full and punctual keeping, observance or performance of any provision or obligation of Tenant under this Lease, Landlord without thereby waiving such default, may perform same for the account of and at the expense of Tenant (but shall have no obligation to do so), without notice by Landlord for the account of Tenant shall immediately be due and payable by Tenant to Landlord. Tenant shall not be entitled to terminate this Lease, nor receive any abatement, deduction, suspension or reduction of, or setoff, defense or counterclaim against any Rent, it being the intention of the parties that Rent and all other sums payable by Tenant under this Lease shall continue to be payable in all events unless the obligation to pay same shall be terminated by written agreement of the parties hereto. In the event more than one individual is signing this Lease, references to “Tenant” shall refer to all persons signing this Lease collectively, and each such individual Co-Tenant is jointly and severally liable under this Lease.

**23. Assignment or Subletting.** Tenant shall not be entitled to assign this Lease. Tenant shall not be permitted to sublet the Residence or any portion thereof without the express prior written consent of Landlord and all parties comprising Tenant (the remaining Cotenants must approve any assignment or subletting by any individual comprising Tenant). In the event Landlord consents to any subletting, all subtenants shall be obligated to comply with all of the terms and conditions of this Lease, and shall be primarily responsible to Landlord therefore. Tenant shall pay Landlord a non-refundable processing fee of

\$75.00 for each subletting application. Any subletting hereunder shall not relieve Tenant of any liability or obligation including, without limitation, the payment of Rent and other sums, under this lease. Any consent by Landlord to subletting shall not constitute a novation, nor be a waiver of Landlord's right to grant consent for or refuse consent to any subsequent subletting hereunder. Landlord is not responsible for finding Tenant a subtenant. All parties comprising Tenant must complete all paperwork provided by Landlord relating to such sublease, including executing Landlord's standard form Sublease, and the permitted subtenant shall make all required deposits prior to being entitled to sublet the Residence.

Tenant shall register with Landlord in writing each guest of Tenant who occupies the Residence for more than seven (7) days during the Lease Term, regardless of whether the days are consecutive or non-consecutive. If any guest of Tenant occupies all or part of the Residence for more than seven (7) days without Landlord approval, Tenant shall be deemed in default hereunder and, without limitation to any other remedy of Landlord, Tenant shall pay Landlord on deemed damages equal to \$100 per day of such occupancy.

**24. No Waiver; Consent.** No failure by Landlord to timely bill Tenant for any payments hereunder, or to insist upon the strict and timely performance, in any of one or more instances, of any term or covenant herein contained shall be deemed to be a waiver of such term or covenant, nor of any subsequent breach of the same or any other term or covenant herein contained. Any subsequent acceptance by Landlord of any Rent or any other sum due hereunder shall not be deemed to be a waiver of any preceding breach at the time of acceptance by Landlord. No covenant of this Lease shall be deemed to have been waived by Landlord unless such waiver is specifically expressed in writing by Landlord. No payment or endorsement on any check or any letter accompanying such payment of Rent, no acceptance by Landlord thereof, shall waive or prejudice Landlord's right to collect the balance of any Rent due, and such collection or receipt shall not operate as a (a) reinstatement, continuance, renewal or extension of the Lease Term, or (b) waiver affecting such notice, suit or proceeding. No part of any Rent paid hereunder shall be returned to Tenant regardless of whether Tenant vacates the Residence voluntarily or at the insistence of Landlord. The delivery of keys to Landlord or to any employee, agent, or servant of Landlord shall not constitute a termination of this Lease. Except where this Lease expressly obligates Landlord to reasonably to approve or not unreasonably withhold its approval of any of Tenant's actions or requests, Landlord has the absolute right to refuse any request Tenant makes or to withhold Landlord's approval of any of Tenant's proposed, initiated or completed actions that require Landlord's approval or consent, except to the extent otherwise required by applicable law.

**25. Right To Inspect.** Lessor, Agent, or their representatives or service personnel may enter Premises at all reasonable times, with or without advance notice, for any and all reasonable purposes, including specifically but not by way of limitation, the following purposes: ensure compliance with the lease terms; investigate tenant or neighbor complaints; investigate the condition of the premises; prevent waste or damage; perform repairs, extermination, or preventative maintenance; failure to return tools or appliances within prescribed time; emergency, safety or fire inspections; building inspection by fire marshals; mortgage lender inspection; to show the Premises prospective purchasers or residents; or insurance inspections.

**26. Community Policies.** Tenant, Tenant's guest and others present at the Residence or Residence Complex with Tenant's consent shall strictly comply in all respects with the Community Policies as promulgated, and displayed or provided, by Landlord from time to time. Landlord may make changes to the Community Policies if in writing and posted in the Community or given to Tenant.

**27. Indemnification and Attorneys' Fees.** Tenant releases Landlord and Agent from liability for and agrees to indemnify Landlord and Agent against all losses incurred by Landlord and Agent as a result of Tenant's breach of this Lease or due to the acts or omissions of Tenant, Tenant's guests, invitees or licensees, except to the extent that such loss is caused by Landlord's negligence or failure to repair. Agent is a third party beneficiary of any and all rights and benefits provided to Landlord in this Lease, including, without

limitation, any indemnitees and any limitations on liability running from Tenant to Landlord as provided in this Lease.

In the event that any party institutes any legal suit, action or proceeding, against the other party to enforce this Lease or otherwise arising out of or relating to this Lease, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs. Landlord and Agent shall be entitled to reasonable attorney fees and expenses in the event they are required to enforce any provision of this lease against Tenant without the necessity of filing suit.

**28. Termination.** No termination of this Lease prior to the normal expiration thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent prior to such termination. Tenant shall not vacate the Residence or exercise any right of termination arising out of any breach by Landlord of any provision of this Lease due to the condition or state of repair of the Residence or Residence Complex, except as expressly provided by law. No surrender of the Residence by delivery of keys or otherwise shall operate to terminate this Lease unless and until expressly accepted in a writing signed by Landlord.

**29. Release of Tenant.** Tenant shall not be released from this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of Cotenants, bad health, or for any other reason, except Tenant (including a Tenant's spouse) who is a service member on active duty or is called to active duty in the regular or reserve component of the U.S. Armed Forces, Coast Guard, or national Guard, shall have the right to end this Lease early by giving a 30 day written notice, paying all Rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in the Servicemembers Civil Relief Act, 50 USCS Appx §501, et. seq., if the service member is:

- a. Ordered to federal duty for a period of 90 days or longer;
- b. Received a permanent change of station order to move at least 35 miles away from the Residence;
- c. Is released from active duty after leasing the Residence and must move 35 miles away from the service member's home of record prior to entering active duty;
- d. After the Lease Start Date, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the service member's basic allowance for housing;
- e. Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the Residence; or
- f. Receives orders after the Lease Date but before taking possession of the Residence.

Notwithstanding the foregoing, any individual Cotenants shall remain jointly and severally liable following the permitted release of such Cotenant pursuant to the above service member-related permitted release.

**30. Successors and Assigns.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives, and assigns; provided, however, that no assignment or subletting by, through or under Tenant in violation of Paragraph 23 of this Lease shall vest in any such assignee or subtenant any right, title or interest whatsoever. The obligations to be performed by Landlord hereunder shall be binding on Landlord (and its successors and assigns) only during their respective periods of ownership of the Residence. Notwithstanding anything in this Lease to the contrary, except to the extent prohibited by Law, Landlord shall have no personal liability hereunder and Tenant shall look solely to the estate and property of Landlord in the Residence for the collection of any judgment or other judicial process arising out of any default or breach by Landlord with respect to any of the terms or

covenants of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

**31. Notices.** All notices and demands by Tenant to Landlord shall be delivered in writing to the location where Rent is to be paid, and shall only be deemed delivered upon actual receipt thereof by Landlord. All notices and demands by Landlord to Tenant may be by mail to Tenant or by personal delivery to Tenant by posting said notice or demand on the front door of the Residence. When the term "Tenant" includes more than one person, such notice shall be conclusively deemed to have been given to all such persons when such notice is given to any one of such persons.

**32. Domicile.** As an inducement to Landlord to enter into this Lease, Tenant represents that the Residence serves as Tenant's residence and domicile and is a "necessary" under Mississippi Law.

**33. Time of the Essence.** Time is of the essence in all provisions of this Lease.

**34. Landlord Option to Transfer Lease.** Landlord has the unilateral right to relocate Tenant to a comparable Residence in the Residence Complex at its sole discretion by notifying Tenant of its intent to do so no later than thirty (30) days prior to the Commencement Date. Landlord shall retain the right to assign Resident to other bedrooms in the Apartment at any time during the lease term (including renewals). Should Tenant have already occupied Premises, Landlord shall assist Resident in moving Resident's personal property to such new apartment. Landlord, to the extent practical, will honor Resident's request for the sharing of a particular apartment. Upon Resident's request for relocation, a transfer fee of \$300 may be required. If Landlord consents to a relocation requested by the Resident, Resident shall immediately pay to Landlord in consideration of such the Transfer Fee of \$300 prior to such transfer.

**35. Entire Agreement.** This Lease and any exhibits annexed hereto set forth the entire agreement between the parties, and all prior conversations or writings are merged herein and extinguished. No amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. Any provision of this Lease which is invalid shall not invalidate the remaining provisions in this Lease. All provisions of this Lease shall survive the termination of this Lease.

**36. Parental or Sponsor Guarantee.** In addition to the Security Deposit called for herein above each individual comprising Tenant agrees to obtain a Continuing Parental or Sponsor Guarantee in the form set forth on Exhibit "F" and agrees that obtaining such Continuing Parental or Sponsor Guarantee is a condition to Landlord's obligations under this Lease and that Landlord may terminate this Lease if Tenant has not obtained such parental or sponsor Continuing Guarantee as set forth in Exhibit "F" on or before fifteen (15) days after the date this Lease is signed as set forth in the recitals hereto, Landlord may, but shall not be obligated to, in its sole discretion, terminate this Lease at any time prior to each and every Cotenant's delivery of such Continuing Guarantee. The execution of the Guarantee constitutes additional insurance to Landlord of the performance of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder. Tenant acknowledges the Lease is a legally binding contractual obligation of Tenant, and that Tenant shall be fully bound by all terms and conditions hereof irrespective of Tenant's age or legal status.

**37. Special Stipulations.** The following special stipulations shall be binding upon the parties to this Agreement and shall be controlling where at variance with the provisions of the pre-printed language of this Lease:

(1) Tenant hereby consents that all Tenants under this lease shall be jointly and severally liable for any obligations under the Lease and the performance of any and every obligation under said Lease, expressly including, without limitation, the obligation to pay all Rent and other sums due for the entire Lease Term, whether or not occupancy is ever accepted by Tenant, whether or not Tenant remains in occupancy, including instances of eviction due to any default under the Lease, the duty to pay any and all

costs of repair or damages to the Residence, Residence Complex or Common Areas, and to pay any and all amounts owed, including fines imposed.

(2) The provisions of this Lease may be fully enforced against any Cotenant under this lease without any requirement of first seeking recovery from any other Cotenant, Guarantor, or other responsible party.

(3) Tenant consents that any proceeding to enforce this Lease or related rights may be brought in any court sitting in the judicial district or circuit in which the Residence is located, and Tenant consents to personal jurisdiction of such court or courts and agrees he/she may be served with process by certified United States Postal Service mail sent to Tenant at the Residence, or any other address of Tenant. Any action or actions to enforce this Lease shall be governed by the Laws of the State of Mississippi.

(4) Tenant will walk through the Residence with the landlord prior to possession and complete an Inspection Report in accordance with Section 6.

(5) Landlord is responsible for routine repairs and maintenance. Tenant is responsible for reimbursing Landlord for monies spent repairing damages caused by the intentional or negligent actions of Tenant, or Tenant's guests, invitees or licensees.

(6) The attached Parental or Sponsor Guarantee is incorporated herein and made a part hereof by this reference.

(7) The attached Exhibits "A" – "J" are incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms of this Lease and Exhibits "A" – "J" the terms of this Lease shall control, except as otherwise set forth on Exhibit "H" hereto. Capitalized terms used therein, unless otherwise defined therein, shall have the meaning given to such terms in this Lease.

(8) Photo Release. Tenant hereby grants permission to Landlord and its agents to use any photograph or photographic image or video taken of Tenant while participating in events sponsored by the Landlord or while Tenant is in any public spaces, grounds, or offices at the premises. Tenant hereby grants to Landlord and its agents and assigns, arid to those 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 Tenant or in which Tenant may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in connection with Tenant's own or a fictitious name, of 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, Tenant also consents to the use of any printed matter in conjunction therewith. Tenant 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. Tenant hereby releases, discharges, and agrees to hold harmless Landlord and its agents and assigns, and all persons acting under its permission or authority, 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 photograph or video or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. Tenant does hereby release, acquit and forever Landlord and its agents 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 Tenant's photograph or photographic image or image in any video.

(9) Acceptance of Packages. As an additional service and convenience for residents, Landlord will accept, on Tenant's behalf, packages in the management office from the Postal Service, UPS, Federal Express, Airborne and other similar delivery services. However, Landlord will not accept any type of certified mail. Because there is limited storage space, Tenant shall retrieve packages from the management office as quickly as possible. In the event that a package has not been picked up within a reasonable amount of time, Landlord will return the package to the sender. By executing this Lease, Tenant grants Landlord and its agents permission to accept packages on Tenant's behalf. Tenant hereby releases Landlord and its agents,

and their respective successors, employees, agents, officers, and owners from any liability regarding damage, loss or theft of any parcels delivered to the management office.

(10) Tenant acknowledges and understands that windows and window stoppers are not to be tampered with or removed. The exterior roof of premises is not a common area and any entry onto roof by Tenant or Tenant's Guest(s) is strictly prohibited. Unauthorized use of roof area can lead to property damage, severe injury and even death. Landlord and Agent shall not be liable for losses, damage, injury or death arising out of or related to Tenant or Tenant's Guest(s) unauthorized access to the roof or elevated exterior of building premises. Tenant shall and does hereby indemnify and hold harmless Landlord and Agent from any liability due to loss, damage, injury or death to the person or property of Tenant, Tenant's guests, licensees or invitees present at the Residence or Residence Complex other than that caused by the negligence or intentional misconduct of Landlord.

(11) Tenant acknowledges receipt of Key Fob from Landlord. The Key Fob identification number is outlined below. All parties hereby agree and acknowledge that lost, damaged or stolen Key Fobs will be charged to Tenant at a cost of: \$50.00 paid by Tenant to Landlord.

Key Fob Number: \_\_\_\_\_ (For Landlord Use Only)

[Remainder of page intentionally blank. Signatures contained on following page.]

**ACKNOWLEDGEMENT**

TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTOOD THIS LEASE, THE RENTAL APPLICATION AND THE COMMUNITY POLICIES. TENANT UNDERSTANDS THAT THE COMMUNITY POLICIES MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE COMPLEX AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE COMPLEX, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT AND ANY GUARANTOR IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT AND HAS BEEN AFFORDED THE OPPORTUNITY TO DO SO PRIOR TO THE EXECUTION OF THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person and their respective seals to be affixed hereto, the day and year first above written. **NEITHER LANDLORD NOR AGENT DISCRIMINATE BASED UPON RACE, CREED, COLOR, SEX, HANDICAP, FAMILIAL STATUS, RELIGIOUS AFFILIATION OR NATIONAL ORIGIN.**

**AS TO LANDLORD:**

*Summit Management Services, LLC*, as agent on behalf of Landlord

By: Kherria Brown  
\_\_\_\_\_ (Signature)  
Authorized Representative

**Business Address:**  
119 Heritage Drive  
Oxford, MS 38655

**Business Phone:** 662-513-9990  
**Starkville Office Phone:** 662-617-0833

**AS TO TENANT:**

By: \_\_\_\_\_ (Print)  
\_\_\_\_\_ (Signature)  
Permanent/Forwarding Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
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Date: \_\_\_\_\_

**Move In & Move Out Inspection Report – Exhibit A**

Tenant(s) Name: \_\_\_\_\_

Residence Address: \_\_\_\_\_

*Move-In Inspection*  
Date \_\_\_\_\_

*Move-Out Inspection*  
Date \_\_\_\_\_

**Tenant(s) accepts responsibility for the condition of the above referenced property "As-Is" with any exceptions listed below.**

Common Area	Common Area
Kitchen	Kitchen
Bedrooms	Bedrooms
Bedrooms	Bedrooms
Bathrooms	Bathrooms
Bathrooms	Bathrooms
Outside Area	Outside Area
Appliances, Fixtures, HVAC System	Appliances, Fixtures, HVAC System
Other Comments	Other Comments

**Tenant:** \_\_\_\_\_

**Tenant:** \_\_\_\_\_

**Landlord:** \_\_\_\_\_

**Landlord:** \_\_\_\_\_

\_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials)



## Security Deposit Policy – Exhibit B

We have found that poor communication can lead to misunderstandings concerning Security Deposits. Subject to and without in any way limiting the terms of the Lease or the remedies of Landlord thereunder or at law, this brief outline is provided to explain how management will handle the disbursement of your security deposit:

1. Full term of the lease has expired with no damage beyond normal wear and tear.
2. Entire Residence, including range, refrigerator, bathrooms, closets, and cupboards are cleaned out.
3. Range and hood should be clean. The top of the stove, rings, and drip pans and under burners must be cleaned. The oven must be cleaned.
4. All food and debris must be removed from the refrigerator and the inside must be wiped clean. To avoid damages to the refrigerator, leave unit on. Ice bin must be emptied and turned off.
5. Kitchen cabinets and counters must be free of debris and clean. Cabinets must be emptied. Sinks must be scoured.
6. Bathroom cabinets and closets must be emptied and clean. Tile, bathtub/shower stall must be cleaned and free of any soap scum, stickers and any adhesive removed. Commode must be cleaned inside and out. Sink must be scoured. Walls, baseboards and tile free of dirt. Shower rods added by Tenant must be removed.
7. No holes or scratches on walls. All nails must be removed.
8. Ceiling fans, light fixtures and globes must be cleaned. Burned out light bulbs must be replaced.
9. No burns, holes, scratches, or stains on carpets or other floor surfaces.
10. All carpets are to be professionally steam cleaned and all tiles and hardwoods swept and mopped.
11. All windows and doors must be closed and locked, screens in place and windows and blinds cleaned.
12. Utilities must stay in your name until the lease end date and no unpaid utilities late charges or delinquent rents should be remaining on the account.
13. All keys must be returned to Landlord Office. Do not leave keys in the unit. There will be a charge if any keys are not returned.
14. Forwarding address left with Landlord Office and Post Office along with a description in writing of how security deposit should be returned. If this is not provided, landlord will return security deposit divided equally among all tenants on the lease.
15. Remove all debris, trash, and personal belongings from the exterior of the Residence including landscaped areas. Sweep all porches, decks and patios.

If any of the above conditions are not met, a portion or all of the security deposit may be forfeited. The refundable portion of security deposits are returned by check mailed to the forwarding address you provide Landlord Office upon your departure. You may not pick-up from Landlord Office nor can security deposits be applied to last month's rent.

I have read and understood the policies with regard to the Security Deposit Policy at this Residence and/or Residence Complex.

### Maintenance Procedures Policy – Exhibit C

It may be necessary from time to time to request maintenance for your Residence. Normally, you can expect requests to be handled in 1-3 business days; however, this may vary depending on demand. Any request that is considered an emergency is given priority over routine requests and is assigned to a technician immediately. We will not always be able to provide you with a day or time for service, but will complete your request in a timely fashion. Our staff uses company guidelines in order to determine what is and is not an emergency. Your patience will be greatly appreciated.

We offer a 24-hour online maintenance request form located on our website (BalconyMSU.com). Requests must be submitted online to ensure we have written record of your request along with any specific instruction or preferences for maintenance items and entry to the Residence. For after-hours emergencies call Landlord Office to receive after hours contact and explain the situation. If the service request is an emergency, management will contact the proper service personnel.

Below are guidelines to follow when reporting problems:

- 1) All maintenance requests must be submitted in writing using the online maintenance request form.
- 2) Only report items once. When calling to check on the status of a work request, please notify staff members you are inquiring as to the status of a previous request and are not making a new request.
- 3) If you have an alarm system, please include information on the “disarming” and “arming” procedure and codes. We are not responsible for accidental trips of the alarm. Please also include in the maintenance request any special considerations with regard to pets in the Residence.
- 4) If you have a “clogged” commode, we require that you plunge it first. If this does not solve the problem, then report it to the office. You may be subject to a charge if plunging is the required repair.
- 5) If your commode, sink, faucet, or water pipes are leaking, please turn off the water supply located under your sink or behind each commode.
- 6) If we respond to a maintenance call and cannot gain access to your unit due to a change in locks, you will be charged for the call and replacement of your locks.
- 7) If you are having a problem with your household appliances, try flipping the breakers before calling. If you have electrical outlets not working please first try hitting the “Reset” button on the GFCI outlet prior to filling out a maintenance request form. Any costs associated with maintenance trips solely for the purpose of resetting a tripped breaker or GFCI will be the responsibility of Tenant.
- 8) If you change your locks, or refuse admittance of our Maintenance Technicians or Pest Control Service Representatives, you may be charged for the call and the cost of correcting any problems this may cause. In the case of refusing pest control services, you may be held responsible for pest problems in the Residence and the adjoining units.
- 9) You are responsible for replacing light bulbs after initial move-in.
- 10) Slow sink & tub drains are the responsibility of Tenant to repair. Please try using a drain cleaner like “Drano” before submitting a maintenance request.
- 11) You will receive email notification or a follow up phone call on the status of your maintenance request.

**Our office is available to you Monday-Friday during normal business hours. An emergency that threatens life or property should be reported to the proper authority by dialing 911.**

## Rules and Regulations – Exhibit D

The following Rules and Regulations (hereinafter referred to as “Rules”) are a binding part of your Lease. Please understand that any violation of any of these rules causes increased utility or operating cost. Please further understand that any violation of one of these Rules constitutes a default in the Lease as provided by law. In accordance with your Lease, and security deposit there under, you will be charged for violation of these Rules in order to offset those increased cost. Such charges are due and payable at the same time as the succeeding month’s rent.

1. No noisy or disorderly conduct, annoying or disturbing to other occupants of the Residence or Residence Complex, shall be permitted. All parties of 15 or more guests must be registered **and approved by Landlord**. All parties must be held in accordance with applicable law. In addition to all remedies provided in the Lease or at law, the following shall apply to complaints concerning Tenants’ and their guests’ violation of the Party Guideline or noise complaints: 1<sup>st</sup> complaint: written warning will be issued; 2<sup>nd</sup> complaint: a \$100.00 fine will be assessed against Tenant; 3<sup>rd</sup> complaint: a \$300.00 fine will be assessed against the tenant; 4<sup>th</sup> complaint: Tenant will be in violation of the lease and will become subject to eviction. Notwithstanding the foregoing, after two noise/nuisance complaints, Landlord shall have the right to fine or terminate this Lease under the tenant default provision.
2. **All radios, television, 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 or deemed unreasonable by Landlord**
3. Tenant is responsible for all costs of removal of all foreign objects (e.g. hair, feminine hygiene products, paper towels, dental floss, condoms, razor blades, etc.) from the plumbing.
4. All trash and refuse should be placed in parking lot dumpster(s) provided by Landlord and should not be left in the Premises or in any of the common areas, hallways, or similar places in Residence Complex. Resident SHOULD NOT deposit trash from the Premises in litter receptacles located through the grounds of Residence Complex since these are intended for litter, not trash or garbage. Resident should deposit items to be recycled in the appropriately designated recycle receptacles when available. A service fee in the amount of \$25.00 per bag will be immediately due and payable by Resident for any refuse which is left outside Resident’s Apartment, placed in litter receptacles or left elsewhere in the Residence Complex.
5. Nothing is permitted to be stored on or hung over the balconies or patios of the Residence. No physical change may be made to the exterior or interior of the dwelling. This includes signs that are visible from the exterior of the Residence, hammocks, towels, rugs or garments.
6. Tenant shall not obstruct driveways, sidewalks or entry passages for any purpose than ingress or egress.
7. Windows and doors shall not be obstructed.
8. At no point are the following permitted in the Residence: dangerous substances, unlicensed firearms and dangerous weapons, drug paraphernalia, motorcycles or scooters inside the buildings.
9. The use, sale, or distribution of illicit drugs will not be tolerated. Residents or guests caught using, selling, possessing or soliciting drugs will be turned over to the criminal authority. Residents or guests caught or suspected or using drugs will face disciplinary action including the possibility of eviction.
10. All glass, locks, screens, and trimmings in or upon doors and windows belonging to the Residence shall be kept whole and in place.
11. Tenant is responsible for promptly reporting all damages and maintenance needs to Landlord. Tenant shall be responsible for all damage to the Residence, Residence Complex or Common Areas caused by overflow from drains, broken plumbing, washers, and tubs due to neglect of resident and for all damage to the Residence.
12. Tenant shall be responsible for reporting any change in occupancy of Residence. Failure to do so will be considered a default under this Lease.
13. Soliciting is strictly forbidden. Please notify Landlord of any such activity at the Residence.
14. Pets are not allowed unless previously agreed upon in writing and appropriate Pet Addendum is made a part of this Lease. Pets shall not be kept on chains, ropes, leashes, etc. unattended in yard. Tenant must pick up after pet. **Pets are not allowed in the pool areas.** : 1<sup>st</sup> occurrence: written warning will be issued. 2<sup>nd</sup> occurrence: A \$100.00 fine will be assessed against Tenant; 3<sup>rd</sup> occurrence: A \$300.00 fine will be assessed against the tenant; 4<sup>th</sup> occurrence: Tenant will be in violation of the lease and will become subject to eviction.
15. At no time will automobiles be parked on the lawns, grass, or in “no parking” areas. Automobiles violating this rule will be removed by Landlord at Tenant’s expense. You will be held responsible for broken water meters or any damage caused by you or your guests.
16. If the Residence has an alarm system, Tenant is responsible for securing and paying for service if Tenant wishes to have such service. Codes must be provided to management. We strongly recommend our Tenants get renters insurance to protect their personal belongings. Summit Management Services, LLC is not responsible for your personal belongings that may be damaged due to fires, floods, theft, etc.
17. Non-operative vehicles are not permitted at the Residence, and any such vehicle may be removed by Landlord at Tenant’s expense. No repairing of vehicles is permitted at the Residence or Residence Complex. No motorcycle or automobile shall be started or driven in a manner that will cause excessive noise or pollution.

**Rules and Regulations – Exhibit D cont.**

- 18. Tenant must maintain interior and exterior of premises in clean, sightly and sanitary condition. If tenant does not maintain this condition, Landlord will have premises cleaned at tenant’s expense. Interior furniture is not to be used at exterior furniture.
- 19. Satellite dishes are **not** permitted without the express, written consent of Landlord. See the FCC guidelines for placement of satellite dishes.
- 20. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes “any act that injures, degrades, and/or disgraces any fellow student or person.” Pledging activities at the Resident Complex are prohibited.
- 21. No guest shall be permitted to use Resident Complex amenities except in the accompaniment of a resident.
- 22. **Matters of disputes among the individual Tenants sharing the Residence shall be settled between such Tenants, and Tenants shall not involve Landlord.**
- 23. All areas of the Residence are considered to be non-smoking. No Tenant shall smoke inside the Residence at any time. Should Landlord or Landlord’s Agent determine that a Tenant has smoked inside of the Residence, Tenant immediately forfeits all or any portion of their Security Deposit deemed necessary by Landlord or Landlord’s Agent to remove the odor, residue or residual impact of indoor smoking from the Residence.

**EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$100 FOR ANY VIOLATIONS OF THESE RULES AND REGULATIONS**

**SECURITY ADDENDUM TO LEASE – EXHIBIT E**

Landlord and Agent do not promise, warrant, or guarantee the safety or security of Tenant or his/her personal property against the criminal actions of other residents or third parties. **Each Tenant has the responsibility to protect him/herself and to arrange appropriate fire and theft insurance for their personal property.**

The furnishing of security systems, courtesy patrol or electronic security devices will not constitute a guarantee of their effectiveness nor does it provide complete protection against injury, theft or vandalism. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices, or walk-through services are employed at this Residence or Residence Complex, no representation is being made that they will be effective to prevent injury, theft, or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Landlord does not warrant that any security, security devices, or services employed at this Residence or Residence Complex will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crimes. Further, Landlord reserves the right to reduce, modify, or eliminate any security system, security devices or services (other than those statutorily required) at any time, and Tenant agrees that such action shall not be breach of any obligation or warranty on the part of Landlord. Tenant is responsible for any/all monitoring fees.

If controlled access gates, electronic locks or intrusion alarms are provided, Tenant will be furnished upon request with written operational instructions and issued an electronic card or key fob to be used with the Residence or Facility's access equipment. This card or fob will become each tenant's responsibility. Should tenant lose the card or damage it in any way a \$50.00 replacement fee will be assessed for a replacement card or key fob. It is Tenant's responsibility to read this and to bring any questions to the attention of Landlord. Further, Tenant agrees to promptly notify Landlord in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security-related device. Tenant agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm including false alarm charges.

**ACKNOWLEDGEMENT BY RESIDENT**

**I have read, understood and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any security or any security system on the property, nor have I been guaranteed that the Residence, Residence Complex or Community was or will be free from crime. I further acknowledge that Landlord is not obligated under any circumstances to respond to any signal from any intrusion alarm system. The responsibility for protecting myself, my family, guests, and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.**

**I agree to release and hold harmless Landlord from claims arising out of criminal acts of other residents and third parties. I agree that Landlord shall not be liable to me based upon any claim that security was not provided. Tenant acknowledges that the foregoing shall also be binding upon Tenant's heirs, successors, and assigns.**

**This document contains the entire agreement with respect to its subject matter. Landlord representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.**

**EXHIBIT F  
CONTINUING PARENTAL OR SPONSOR GUARANTEE**

THIS CONTINUING PARENTAL OR SPONSOR GUARANTEE ("Guarantee") is executed by the person whose name is signed below. It is understood that \_\_\_\_\_ (the "Cotenant") together with other individuals intending to live with Cotenant in the same Residence, if applicable, (collectively, "Tenant") have signed a Rental Agreement and Lease ("the Lease") with Landlord (capitalized terms used herein without definition shall have the meaning given to such terms in the Lease) and executed by CollegeTown Properties, LLC, as agent for the Landlord. Attached hereto and incorporated herein by reference is a copy of the fully executed Lease, including Exhibit "F". In order to induce Landlord to enter into the Lease, Landlord requires, as a condition to such Lease, that the Lease be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian, or other sponsor. The undersigned does hereby guaranty payment in full of any obligations of Tenant under the Lease and the performance of any and every obligation arising thereunder, expressly including, without limitation, the obligation to pay Rent for the entire Lease Term (together with any renewals thereof), whether or not occupancy is ever accepted by Tenant, the duty to pay any and all costs of repair or damage to the Residence, Residence Complex or Common Areas that arise as a result of Tenant(s) actions, and to pay any and all amounts, including fines and charges imposed and attorneys' fees incurred in the enforcement of any Lease between Tenant and Landlord. This Guarantee shall be in force irrespective of the financial means of Tenant. The undersigned represents that his or her relationship with Tenant is that of \_\_\_\_\_ (Parent, Guardian, Aunt, Uncle – please specify). **I authorize Lessor, Summit Management Services, LLC, and their designated agent to investigate my credit, references, employment and any other information necessary to determine whether to enter into a Lease with the proposed Tenant.**

THIS GUARANTY MAY BE ENFORCED AGAINST GUARANTOR WITHOUT NECESSITY OF RECOURSE AGAINST TENANT OR ANY OTHER RESPONSIBLE PARTIES. GUARANTOR CONSENTS THAT ANY PROCEEDINGS TO ENFORCE THIS AGREEMENT OR RELATED RIGHTS WILL BE BROUGHT IN ANY COURT SITTING IN THE JUDICIAL DISTRICT OR CIRCUIT IN WHICH THE RESIDENCE OR RESIDENCE COMPLEX IS LOCATED, AND GUARANTOR CONSENTS TO PERSONAL JURISDICTION OF SUCH COURTS. ANY ACTIONS TO ENFORCE THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI.

The Guarantor waives: (1) renewal or notice of extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (2) necessity of recourse against Tenant; (3) any understanding that any other person, firm or corporation was to sign this Guarantee; (4) the incapacity or bankruptcy of Tenant or any other Guarantor, and (5) any notice of change or amendment to any Lease between Tenant and Landlord or the right to any notice or default. Failure of Landlord to enforce rights of recovery against other occupants and any third parties shall not release Guarantor. In addition to other amounts guaranteed, Guarantor agrees to pay reasonable attorney's fees and costs imposed under the terms of the Lease between Tenant and Landlord, or required or appropriate in enforcement of this Guarantee. THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR THE LANDLORD TO ENTER INTO THE LEASE, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSON WHOSE NAME IS SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL IN THE EVENT OF A FALSE OR INVALID EXECUTION HEREOF. FURTHER, THIS AGREEMENT IS A CONTINUING GUARANTEE AND SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE LEASE CONTRACT, OR ANY SUBSEQUENT LEASE RENEWAL, AMENDMENT OR MODIFICATION, IN WHICH THE TENANT HAS ENTERED. BY SIGNING YOU CONSENT TO MANAGEMENT VERIFYING YOUR CREDIT.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
WITNESS

Sworn and Subscribed before me this \_\_\_\_\_ day

Of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
GUARANTOR SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE, PHONE



## MOLD & MILDEW ADDENDUM – EXHIBIT H

This addendum is agreed to, and shall be made part of, the lease between *Lessor* acting through Agent, *Summit Management Services, LLC*, and *Tenant(s)*. Whether Tenant experiences mold growth in the Residence depends largely on how Tenant manages and maintains his or her household, and on Tenant's prompt notice to Landlord of mold conditions. Tenant's cleaning and maintenance obligation regarding the Residence and Landlord's maintenance obligations, are specified below.

Definition: Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown and/or black; often there is a musty odor present. Tenants agree to reduce moisture, to use all air-conditioning in a reasonable manner, to keep the Residence properly ventilated and use proper housekeeping to significantly reduce the chance of mold growth. LANDLORD RECOMMENDS THAT THE HVAC SYSTEM BE USED AT ALL TIMES.

### TENANT(S) AGREE TO:

- Keep closet doors ajar to allow for proper circulation
- Keep the Residence clean and regularly dusted, vacuumed and mopped
- Use exhaust fans when bathing/showering and leave the fan on afterward to remove moisture from the bathroom
- Use ceiling fans if present
- Wipe down any moisture and/or spillage
- Wipe down bathroom walls, floors and fixtures after bathing or showering to reduce standing moisture
- Hang shower curtains within the bathtub when showering
- Leave bathroom and shower doors open after use
- Use dryer, if present for wet towels
- Use household cleaners on any hard surfaces to remove any moldy or rotting food
- Remove garbage regularly
- Wipe down windows and sills if moisture is present
- Periodically inspect for leaks under sinks
- Regularly empty dehumidifier, if one is used by Tenant
- Wipe down floors after any water spillage
- Clean areas of Residence where moisture occurs with mold/mildew detergent

### TENANT(S) SHALL REPORT IN WRITING:

- Visible or suspected mold
- All A/C or heating problems or leaks, moisture accumulations, major spillage
- Musty odors, showers/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Refrigerator and A/C drip pan overflows
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, counter tops
- Clothes dryer vents or washing machine leaks
- Any and all excess moisture

TERMINATION OF TENANCY: Landlord reserves the right to terminate the tenancy and TENANT(S) agree to vacate the Residence if Landlord determines, in its sole discretion, that the Residence may pose a safety or health hazard to TENANT(S) or other persons, and/or if Landlord determines, in its sole discretion, that the TENANT(S)' actions or inactions are causing a condition which is conducive to mold growth.

VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, TENANT(S) can be held responsible for property damage to the Residence and any health problems that may result. Noncompliance includes, but is not limited to, TENANT(S) failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Landlord for damages sustained to the Leased Residence. TENANT(S) shall hold Landlord and Agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this Addendum. HOLD HARMLESS: TENANT(S) shall hold Agent harmless and shall look solely to the Landlord in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND LANDLORD. THIS ADDENDUM IS IN ADDITION TO, AND MADE PART OF, THE LEASE, AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

\_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials)



**PARENT OR SPONSOR EMERGENCY CONTACT INFORMATION – EXHIBIT I**

**Tenant \_\_\_\_\_ Emergency Contact**

Parent / Sponsor Name:

\_\_\_\_\_

Parent / Sponsor Phone Number:

\_\_\_\_\_

Parent / Sponsor Email:

\_\_\_\_\_

**Tenant \_\_\_\_\_ Emergency Contact**

Parent / Sponsor Name:

\_\_\_\_\_

Parent / Sponsor Phone Number:

\_\_\_\_\_

Parent / Sponsor Email:

\_\_\_\_\_

**Tenant \_\_\_\_\_ Emergency Contact**

Parent / Sponsor Name:

\_\_\_\_\_

Parent / Sponsor Phone Number:

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Parent / Sponsor Email:

\_\_\_\_\_

**Tenant \_\_\_\_\_ Emergency Contact**

Parent / Sponsor Name:

\_\_\_\_\_

Parent / Sponsor Phone Number:

\_\_\_\_\_

Parent / Sponsor Email:

\_\_\_\_\_

**Tenant \_\_\_\_\_ Emergency Contact**

Parent / Sponsor Name:

\_\_\_\_\_

Parent / Sponsor Phone Number:

\_\_\_\_\_

Parent / Sponsor Email:

\_\_\_\_\_

\_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials) \_\_\_\_\_(Initials)

**SPECIAL PROVISIONS – EXHIBIT J**

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