

LEASE CONTRACT

SUMMARY OF LEASE TERMS:

Date: 02/05/2023

Name of Apartment Community: 5280 The Leonard

Name of Tenant(s): Xiyomi J Surratt ("you" or "your")

Landlord (Owner): Vesper Castlerock LLC ("us", "we", "our" or "manager")

Landlord's Address: 1541 Meadows Dr, Denton, TX 76205

Leased Premises: A shared private bedroom ("Bedroom") accommodation in a 3 bedroom, 3 bathroom apartment ("Apartment"), within an apartment building ("Building") within the Apartment Community, as more specifically described in Section 1(a) below.

Lease Term: Start Date of Lease Term: 08/17/2023 End Date of Lease Term: 07/31/2024

Base Rent, Deposits and Fees: Your "Rent" for the Term is \$7,920.00 (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in 12.00 equal installments of \$660.00 payable as follows; **the first installment due on July 15**, with remaining installments due on or before the 1st day of each month beginning September 1st. Except for the first installment, you will pay us the "Rent Installment", which is composed of the Base Rent and any additional recurring fees, on or before the 1st day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.

NOTE: See Section 11 below for instructions on the Security Deposit. The Application and Admin Fees are nonrefundable and shall not be returned for any reason.

RECURRING CHARGES:	AMOUNT:
Amenity Fee	\$25.00
Rent	\$635.00

UPFRONT CHARGES:	AMOUNT:
Administration fees	\$150.00
Application Fee	\$50.00
Waived Application Fees	(\$50.00)
Waived Fees - Admin/Other	(\$150.00)

MOVE-IN CHARGES:	AMOUNT:
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Additional Terms and Provisions: Additional Terms and Provisions, as well as the Exhibits, are attached as subsequent pages to this Lease. This Lease consists of this page, and the Additional Terms and Provisions and the Exhibits.

Exhibits attached to this Lease:

- Exhibit A: State Specific Addendum to Lease
- Exhibit B: Apartment Community Rules and Regulations
- Exhibit C: Safety Guidelines
- Exhibit D: Rental Qualification Criteria
- Exhibit E: Mold Addendum
- Exhibit F: Parking Agreement (if applicable)
- Exhibit G: Pet Agreement (if applicable)
- Exhibit H: RentPlus Agreement (if applicable)
- Exhibit I: Package Acknowledgement (if applicable)
- Exhibit J: Utility Addendum

AGREEMENT:

TENANT ACKNOWLEDGES AND AGREES THAT TENANT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND TENANT. LANDLORD AGREES TO LEASE TO TENANT, AND TENANT AGREES TO LEASE FROM LANDLORD, THE LEASED PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

TENANT:
Xiyomi Surratt

LANDLORD:

ADDITIONAL TERMS AND PROVISIONS

1. **LEASED PREMISES:**

THE "LEASED PREMISES" IS DEFINED AS INCLUDING EACH OF THE FOLLOWING:

- a. Your sole (if Apartment is private) or shared (if Apartment is shared) use of an Apartment in an Apartment within the Apartment Community. Your specific Building, and Apartment shall be assigned to you by the Manager prior to the beginning of the Lease Term
- b. Together with the other residents of the Apartment (your "Roommates"), your shared use of the Common Areas in the Apartment, the Building, and the Apartment Community (for purposes of this Lease, "Common Areas" are the areas within the Apartment to which you have access to and, within the Building and Apartment Community, those areas to which all residents have general access)
- c. Your sole (if Apartment is private) or shared (if Apartment is shared) use of all appliances and furniture within the Apartment; and
- d. Your shared use of the mailbox assigned to you by the Manager

Within one (1) day after we provide written notice to you, we shall have the right to relocate you from one Apartment to another Apartment in the same or another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during or at the end of your Lease Term, you agree to pay a \$300 non-refundable "Transfer Fee" to the Manager.

2. **OCCUPANTS:** Only people specified on page one (1) of the lease agreement may occupy the apartment. You may not permit another person to occupy the Bedroom or the Apartment. The Apartment shall be used only as a private residence and for no other purpose. You shall not sublease your rights under this Lease to another person without our advance written consent, which consent shall be given at our sole discretion, and you will still be liable for all the Rent and other obligations pursuant to this Lease unless we specifically agree in writing to release you. Our consent to one or more subleases under this Lease will not be a waiver of our rights of consent to any future sublease.
3. **ROOMMATES:** You agree to share all Common Areas with your Roommates and to keep all Common Areas neat and clean. You further agree that if any conflicts arise with your Roommates, you and your Roommates will make a reasonable effort to resolve the conflict and treat all Roommates in a respectful manner. All roommates are jointly liable for all charges. Conflict between you and your Roommates shall not be a reason to terminate this Lease. It is understood that this is an individual lease and that all vacant beds may be rented out to any individual who qualifies and matches according to our roommate placement policies, without discrimination. This may include possible co-ed living arrangements where apartments may be occupied by members of any gender. You understand that the placement of a roommate with a gender different from your own may occur if the co-ed agreement is signed by all occupants of the same unit prior to all occupants taking occupancy of the leased premises. Once an apartment is deemed as co-ed, Landlord or Manager will not refuse additional co-ed living roommate matching options that are compatible matches during the remainder of the lease term.
4. **CONDITION ON STARTING DATE:** An "Inventory and Condition Form" will be provided to you at the time that you move into the Leased Premises. You must complete the Inventory and Condition Form, noting any defects or damages in your Bedroom and Apartment, and return it to the Manager within twenty-four (24) hours of the Start Date. If the Inventory and Condition Form is not completed in accordance with this Section, the fixtures, appliances, and furniture in the Apartment shall be deemed to be in a clean, safe, and good working condition, and you will be responsible for defects or damages that may have occurred to such fixtures, appliances, and furniture before you moved in. Except for what you note in writing on the Inventory and Condition Form, you accept the Leased Premises and the fixtures, appliances, and furniture in the Apartment in their "AS-IS" condition, with all faults. We make no express warranties and disclaim all implied warranties about the Leased Premises and/or the fixtures, appliances, and furniture in the Apartment. The Inventory and Condition Form is not a request for repairs or maintenance. You should direct all request for repairs or maintenance in accordance with Sections 5, 6 and/or 7.
5. **MAINTENANCE, ALTERATIONS, AND REPAIRS:** You are responsible for and will take good care of the Leased Premises and the fixtures, appliances, and furniture in the Leased Premises. You shall not remove any of our property or perform any repairs, painting, wall papering, electrical changes, or other alterations (other than small nail holes in sheet rock in your Bedroom for hanging pictures) on any part of the Leased Premises without our prior written consent. In the event of the negligent or careless use of or damage to the Leased Premises by you or your guest, including but not limited to damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom; damage to furniture, appliances, doors, windows or screens; damage from windows or doors left open; and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord, we shall require you to pay for all costs of repairs or maintenance necessary within ten (10) days of receiving notice of such charges. Such charges may include costs to repair damage that may have been caused to the Apartment by your Roommates if we cannot determine who is responsible for the damage. The Manager is not required to provide invoices for such repairs. Any overpayment of charges will be applied against any Rent due. Late fees, as described in Section 11 of the Lease, will apply to damages and other charges. You agree to leave the Leased Premises in good condition at the end of the Lease Term, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident, or abuse. Your obligation to pay the charges for repair and maintenance described in this Section shall survive the termination of this Lease.

You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be subject to damages, civil penalties, and attorney's fees under applicable law. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof. You are responsible to have working batteries in your smoke detector and other safety equipment, as well as working light bulbs. Manager has the right to enter the Apartment to replace batteries or light bulbs in the case that they are not maintained by you, and you will be charged for the cost of replacement.
6. **EMERGENCY REPAIR NOTIFICATION:** Call 911 in the event of any fire or life-threatening emergency. If repair and/or maintenance are needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately in the case of malfunctioning utilities, fire, water overflow/intrusion/leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You

agree to complete a written notification within a reasonable time after the immediate emergency notification. Once we receive notice, we shall make a diligent effort to complete necessary repairs, and during such time you shall not stop payment of or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others. If there are additional damages caused by a deficiency which you did not report to Manager, you shall be responsible for the costs of repair for such damages.

7. **NON-EMERGENCY REPAIR NOTIFICATION:** You must notify us promptly in writing via email or the resident portal of any non-emergency repair or maintenance service needed. Additionally, you must notify us in writing promptly in the case of electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings, or fixtures (if provided by us), and any repair or service required to keep the premises in good working order or to prevent damage. Once we receive the written notice requesting repair or maintenance, we will act with reasonable diligence to make necessary repairs and reconnections, but during that time you shall not stop payment of or reduce the Rent unless otherwise allowed by law. If you are delinquent in payment or Rent at the time a notice of repair is delivered to us, we shall not be obligated to complete the repair.

We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption, as determined in our sole judgment. Neither the Landlord nor the Manager will be liable for any inconvenience, discomfort, disruptions, or interference with your use of the Premises because we are making repairs, alterations or improvements to the Premises, or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, at our sole discretion, you will have to pay in advance any additional charges resulting from such request.

Neither the Landlord nor the Manager shall be liable to you or your guests for personal injury or damage to or loss of personal property, including any vehicle you own, use or is in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of the Manager. You are required to maintain your own insurance for such losses.

8. **MOVE-OUT CONDITION/ABANDONED PROPERTY:**

- a. When you move out of the Leased Premises, whether at or prior to the End Date, the Leased Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Leased Premises, or if any furniture or appliances have been damaged, you shall be liable for reasonable charges to complete such cleaning, repair, or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff. If you do not complete a walk-through, you agree to accept our assessment of damages and charges when we inspect the Leased Premises. Manager may, but is not required to, provide proof of damages, such as pictures or work order copies, at the time the damages are assessed to you. We are not required to provide invoices for work performed by vendors.
- b. If you leave any personal property in or on the Leased Premises after surrendering or abandoning the Leased Premises, we may dispose of such personal property, donate the personal property to a charitable organization, or sell or store such personal property by following the procedures in Section 54.045(b)-(e) of the Texas Property Code. For purposes of this Lease, "surrender" occurs when, in our reasonable judgment, you have vacated the Leased Premises and either the date specified by you in a written termination or move-out notice to us has passed or you have returned your keys and access devices provided under this Lease. "Abandonment" occurs when you have vacated the Leased Premises (in our reasonable judgment), Rent is due and unpaid, and your personal property has been substantially removed from the Leased Premises.

9. **LEASE TERM:** This Lease starts at 2:00 p.m. on the Start Date, and ends at 12:00 p.m. on the End Date, but you may not occupy the Leased Premises until this Lease and other required documents have been fully signed by all parties. Your status or enrollment as a student does not shorten the Lease Term or reduce or limit your liability. If you fail to pay your first installment on or before the due date as indicated on the first page of this agreement, Landlord reserves the right, at its discretion, to lease your space to the open market, where your lease space may not be guaranteed or potentially forfeited.

You agree that you must provide the Manager at least ninety (90) days' prior written notice of your intent to vacate the leased premises prior to the end of the then current Lease Term. Failure to provide written notice of your intent to vacate your lease in the appropriate time within ninety (90) days of expiration of lease, will automatically serve as your notice to vacate. Any renewal lease or additional lease that you have signed for future lease terms will remain in effect and you will be held responsible for the entirety of the new lease term. You understand and agree that Manager has the right, at their discretion, to assign a new tenant to your unit and bed space for any future lease terms where you do not have a fully executed lease for due to your failure to renew your lease within ninety (90) days of lease expiration. Any renewal of this Lease shall be in the sole discretion of the Manager and must be executed by both parties with the execution of a new lease.

If you intend to terminate this Lease prior to the End Date, you must provide the Manager with thirty (30) days' advanced written notice of the specific date you will be leaving, and you must pay all Rent through the End Date by the time that you move out. Verbal notification of your intent to terminate this Lease early without delivering to us written notice is not sufficient. If terminating this Lease early, you shall not be released from liability under this Lease, and we can withhold your Security Deposit unless all Rent through the End Date has been paid.

If you fail to vacate the Leased Premises after the Ending Date or the termination of this Lease, you will pay us Rent for the holdover period and indemnify us and prospective tenants for damages, including but not limited to lost rent, lodging expenses for prospective tenants unable to move in due to your holdover, costs of eviction, and attorneys' fees. Rent for any holdover period shall be \$250.00 per day (defined as any portion of a 24-hour period) and shall be immediately due and payable without notice or demand.

10. **RENT AND ADDITIONAL CHARGES:** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time Base Rent installments are due) on or before the due date without any demand for payment. All checks should be made payable to Landlord. The Rent is payable at the Manager's office (or at such other place as we may notify you of in writing). We have the right to require payments, or certain types of payments, to be made online via our payment portal, and to charge a nominal processing fee in accordance with company policy. If you pay with a bank account that account must allow electronic processing. If, at our sole

discretion, a check, money order, cashier's check, or credit card is accepted at the office as payment, we reserve the right to charge a nominal processing fee in accordance with company policy. We agree to accept at least one payment type without a processing fee, so you will have an option to make payments without incurring a processing fee. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, including an act of God, or to reduce any Rent payable to us. At our option, we may require that Rent, fees, or charges be paid in either certified or cashier's check, money order or personal check. If two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. Cash will not be accepted.

- a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month, and rent is late if not paid in full by the 1st of the month. If Rent is received by Manager on or after 12:00 p.m. on the fourth (4th) day of the month, the Manager will charge you, and you agree to pay, an initial late charge of \$35.00. In addition, if Rent remains unpaid after 12:00 p.m. on the fifth (5th) day of the month, Manager will charge you, and you agree to pay, an additional late charge of \$10.00 per day for each additional day that Rent remains unpaid, not to exceed \$200.00. If you mail or deliver a Rent payment outside of business hours, you acknowledge that it will not be processed until the business day following receipt, and you may incur a late fee. Online payments can take up to forty-eight (48) hours to process, and it is your sole responsibility to initiate payment early enough to ensure it can be processed, or a late fee may be assessed. You agree to pay a fee of \$50.00 for each returned check (plus any fees charged to us by a bank), unless otherwise stated on Exhibit A, hereto attached, plus the above late fees, until we receive acceptable payment. The same late fees shall apply regardless of whether the payment is not approved because you provided incorrect account information, your spending limit does not allow for the transaction, or you experience other issues with your account.
- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations other than rent and then to Rent (with any past due Rent being paid first), regardless of whether you have made notations on your method of payment, and regardless of when or how the obligation became due.
- c. We may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The Manager's acceptance of a partial Rent payment does not imply that the Manager accepts your account as current. If your Rent is not paid in full, the Manager will charge you, and you agree to pay, late fees on any outstanding balance. In addition, Landlord's acceptance of any check marked "final payment" or "paid in full" does not absolve you of any outstanding balance.
- d. You are liable for all costs or charges associated with the provision of special services to you or at your request, and for all fees or fines as described in the Apartment Community rules and regulations (the "**Rules and Regulations**"), which are attached to this Lease as Exhibit B. You may prepay for future installment payments. If you overpay, we are not responsible to refund such overpayment. If we agree to refund such overpayment at your request, a fee may be charged. You agree to receive electronic mail reminders, texts, alerts and offers at e-mail addresses from contact information you provided and waive the right to hold us liable for spam as defined in the CAN-SPAM Act.

11. **SECURITY DEPOSIT:** On or before the execution of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security for your obligations under this Lease. Landlord shall not be required to pay any interest to you for the Security Deposit. If you fail to pay any part of the Security Deposit in accordance with this Section, we, at our sole discretion, may view this as a default of this Lease and may opt to terminate the Lease. If we choose to do so we will notify you via email to the email address provided on your rental application. The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages more than the Security Deposit.

Landlord may deduct reasonable charges from your Security Deposit for the following: (i) the cost of labor and materials for cleaning and repairs, in excess of "normal wear"; (ii) any unpaid balance including Rent, other charges, and late charges; (iii) any costs of re-letting the Leased Premises after a breach of this Lease, **including the reasonable cost incurred by the Landlord to rekey a Security Device**; (iv) any court costs incurred by Landlord in connection with terminating the tenancy; (v) a \$100 per bedroom and carpet cleaning fee (this can be increased by \$50 per bedroom if cleaning is excessive); (vi) any costs for removal of garbage, debris, or abandoned personal belongings or furniture left in the Apartment (this is not included in the cleaning fee); and (vii) any other costs to return the Apartment to its original condition less normal wear and tear. If deductions exceed the Security Deposit, you agree to pay the excess in funds deposited with the Manager, within three (3) days after written demand by Manager. If you have not paid the excess charges thirty (30) days after the Lease End Date, we have the right to submit your account to a third-party collections agency who will take necessary action to collect the balance, including but not limited to impacting your credit score and report.

You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we opt to, all or any part of the Security Deposit for any of your unpaid obligations. **You agree that we have thirty (30) days after the later of (i) expiration or termination of this Lease, (ii) surrender and acceptance of the Leased Premises and (iii) our receipt of written notice from you of your surrender of the Premises, to return any unused portion of the Security Deposit to you.** Along with the returned portion of the Security Deposit, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit, which we may provide via email. Notwithstanding the foregoing, we are not obligated to return your Security Deposit or give you a written description of damages and charges until you give us a written statement of your forwarding address for the purpose of refunding the Security Deposit.

12. **UTILITIES:** Please see the Utility Addendum attached hereto as Exhibit J.
13. **NETWORK ACCESS:** Internet access may be provided to the Apartment Community by a company selected by Manager in its discretion (the "**Provider**"), and such Provider may charge a fee for such service and, from time to time, supply content, software, or information service to the Apartment Community through Provider's integrated communications and/or internet access system ("**System**"). At our discretion and from time to time, we may change the Provider and/or make changes to the System.

You are responsible for avoiding harmful activities such as hacking, the distribution of internet viruses, worms, Trojan horses, or other destructive activities. The aforementioned activities may result in serious civil and criminal liability under federal and state law. We will not, as on ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. We may monitor the System electronically to determine that the System is operating satisfactorily.

We do not assume responsibility for the security of communications transmitted over the System. You acknowledge that the network

provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System or use the System in any way that precludes or significantly hampers the ability of others to use the System; or (ii) engage in any activity that requires or utilizes large portions of bandwidth allocated to the System or would cause less than generally acceptable usage speeds for others. The Manager may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine your utilization is excessive. Because the System is shared by many other users, we recommend your use of "Personal Firewall Software".

Use of the System is at your sole risk, and we shall not be liable in connection with the usage of the System by you or any third party. We do not warrant that the System will provide uninterrupted service free of errors. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission of speed is guaranteed at any time. We will not be liable for any interruption, surge, or failure of the System or for any damage directly or indirectly caused by such interruption, surge, or failure.

Should you desire to use alternative internet or on-line services, you may do so at your expense.

14. **LIABILITY/INDEMNITY:** Neither Landlord nor Manager, nor our respective employees, agents, and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your Roommates. We have no duty to remove ice, sleet, or snow, but we may do so in whole or in part, with or without notice to you. **Except for Landlord's liability arising under applicable law, you, for yourself and for your guests, release us and the Manager, and our respective successors and assigns and our and their respective employees, officers, directors and affiliates (collectively, the "Released Parties") from any and all claims and/or damages (i) for loss or theft of your or your guest's personal property and/or an owned or operated vehicle, and/or (ii) which may arise out of any accidents or injuries to you, members of your family or your guests, in or about the Leased Premises, the Apartment, the Building or the Apartment Community, even if such claim or damage was caused in whole or in part by the negligence of the Released Parties. You assume for yourself and all members of your family and your guests, all risks in connection with use of the Apartment, the Building, the Common Areas, the Apartment Community or the Apartment Community's recreational facilities or other amenities, it being understood that all such facilities and amenities are gratuitously supplied for your use, and at the user's sole risk. You hereby indemnify Landlord and Manager and each of the Released Parties from and against all claims, liabilities, actions, costs, and damages which the Released Parties may suffer or incur because of your negligence, willful misconduct and/or violation of this Lease.** If you file suit against us and a judgment is found in our favor, you will pay all legal fees we incur in defense of the suit. You also waive your right to a jury trial.

15. **DEFAULT AND REMEDIES:** You are in default if:

- a. You fail to pay Rent, or any other amount owed under this Lease as and when required by this Lease
- b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, or any fire, health or criminal laws, regulations, and codes, regardless of whether arrest or conviction occurs
- c. Any of the utilities which are the responsibility you or your Roommates are not paid on a timely basis or are disconnected or shut-off
- d. You fail to move into the Leased Premises after completion of all required documentation
- e. You abandon the Leased Premises
- f. You or your Guarantor (as defined in Section 31) have made any false statement or misrepresentation of information supplied to us, or it is discovered that this Lease document was tampered with or modified in any way without consent of Landlord
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, or delivery of a controlled or hazardous substance, or illegal drug paraphernalia as defined by applicable law
- h. Any illegal drugs or illegal drug paraphernalia are found in the Leased Premises (whether or not we can establish possession);
- i. You fail to maintain renter's insurance as required by Section 27
- j. You create a nuisance or disturbance within the Apartment or the Apartment Community; or
- k. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease or the Rules and Regulations
- l. You or your guest are found to be occupying any other vacant bedroom space that you have not leased or have gained access to without express permission from Landlord, regardless of if guest is a future resident or past resident

If you are in default, we can, without demand or notice (other than as provided in this Section or as otherwise required by applicable law), in addition to other remedies allowed and to the extent permitted by applicable law, do any or all the following:

- a. Collect any fine imposed by the Rules and Regulations
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your default
- c. Terminate your right to occupy the Leased Premises, without terminating this Lease or your monetary obligations, by giving you at least one day written notice to vacate
- d. Collect any lost Rent, the cost of re-letting the Leased Premises (including but not limited to leasing fees, advertising fees, utility charges, and other fees necessary to re-let the Leased Premises), costs to repair the Leased Premises beyond ordinary wear and tear, all costs associated with your eviction (including but not limited to attorneys' fees, court costs, costs of service, witness fees and prejudgment interest), all costs associated with collection of amounts due under this Lease (including but not limited to collection fees, late charges, and returned check charges, and any other recovery to which Landlord is entitled by law; and

- e. Report all violations to credit reporting agencies.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise any other right or remedy against you. After we give you notice to vacate the Leased Premises, or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment. If you make payment in full when such an action has been initiated, we may, at our sole discretion, opt to cease the action, and you will be responsible for all attorneys' fees incurred up to that time.

16. **LANDLORD'S RIGHT TO ENTER:** Before accessing your Bedroom or Apartment, we will attempt to first contact you, but we and the Manager, and our respective agents, employees, repairers, services and representatives, may enter the Leased Premises at reasonable times without notice if you or your Roommates have placed a work order or for inspection, maintenance, housekeeping, leasing, property management, to show the Apartment to prospective tenants, for any other purpose reasonably connected with Landlord's interest in the Premises. Additionally, we and the Manager, and our respective agents, employees, repairers, services, and representatives may, without first attempting to contact you and without notice, enter the Leased Premises at reasonable times to make emergency repairs, survey or review the Apartment's condition and take photographs to document the condition, leave written notices, or seize nonexempt personal property if you are in default of this Lease. Entry may be gained by use of a pass key or other means, including disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby.
17. **FIRE OR OTHER CASUALTY:** If, in our judgment, the Leased Premises, the Building, or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you, a member of your family, your guest or your invitee did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Leased Premises, the Building, or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction we may provide temporary housing within the Apartment Community or within a reasonable distance of the Leased Premises, and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Leased Premises unless you, a member of your family, your guest or your invitee caused the fire or other casualty. We have the right to transfer you to another Apartment at our sole discretion.
18. **RULES AND REGULATIONS:** You and your guests must comply with all written rules and regulations which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These Rules and Regulations are a part of this Lease, and we can revise, change, amend, expand, or discontinue the Rules and Regulations at any time at our sole discretion by posting a notice for thirty (30) days in the Common Areas or by written notice to you.
19. **SUBORDINATION:** The lien of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a tenant under this Lease. Therefore, if a lender becomes the owner of the Apartment Community, such lender may terminate this Lease, or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
20. **SALE OF APARTMENT COMMUNITY:** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new owner of the Apartment Community a copy of this Lease and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection with this Lease.
21. **TENANT INFORMATION:** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.
22. **LIABILITY OF TENANTS:** Each you and your Roommates are jointly and severally liable for all Lease obligations relating to Common Areas in the Apartment; however, only you are liable for the Lease obligations relating to your Bedroom and the payment of your Rent and other payments under this Lease. You are not liable for any of your Roommates' obligations as to their bedrooms or their rent payable to us. Your Bedroom has been assigned to you by the Landlord. If you fail to move into your assigned Bedroom, or elect to switch rooms with a Roommate, you are still responsible for the Bedroom to which you were assigned. We will not rearrange bedroom assignments. Any damages to your assigned Bedroom are entirely your responsibility. You are responsible for any damage/violations caused by your guests. Any damage to the Common Areas of the Apartment will be divided evenly and billed to you and your Roommates.
23. **LIABILITY OF LANDLORD:** Except as provided by statute, if we violate this Lease, you must provide us written notice of the nature of our violation and allow us thirty (30) days to cure it before bringing any action against us for such violation.
24. **SAFETY:** WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. The Texas Property Code requires the Leased Premises to be equipped with certain types of locks and "Security Devices", which shall have the meaning ascribed to such term in Section 92.151 of the Texas Property Code. Landlord has rekeyed the Security Devices since the last occupant vacated the Leased Premises or will do so within seven (7) days of when you move in. Other than the required Security Devices, we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the premises are not a security building and that you do not hold us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY. You are required to comply with the Safety Guidelines as set forth in Exhibit C.

25. **RELET OR SUBLEASE:** You may not assign this Lease or sublease the Leased Premises without our written consent. Upon signing this Lease, you are legally obligated to all terms and conditions within. School enrollment changes or other changes in circumstances do not release you from the financial responsibility of this Lease. To be released from the financial responsibilities and other obligations pursuant to this Lease, you may re-let your Bedroom to another qualified individual, pending satisfaction of the Rental Qualifications, as set forth in Section 31, and our approval, which is at our sole discretion. If the new applicant is of a different gender than the others in the Apartment, all Roommates and their respective Guarantors must approve the coed living arrangement in writing.

To sublease or re-let the Leased Premises, you must:

- a. Notify us in writing that you intend to re-let the Leased Premises and pay the associated fee, as set forth in Section 26
- b. Find a qualified replacement tenant (a "New Tenant") to take over the remaining term and payments of this Lease
- c. Upon finding a New Tenant, notify Landlord in writing of his or her full name and intent; and
- d. Coordinate with the New Tenant and Landlord to facilitate the submittal of the New Tenant's rental application, and other documents needed to meet our requirements

Upon application approval, New Tenant must sign a lease agreement containing the exact same terms of this Lease (concessions will be forfeited) and make all required payments of fees and deposits. Unless expressly stated otherwise in an assignment or sublease agreement, you will not be released from your obligations under this Lease. An assignment or sublease of this Lease without our written consent shall be voidable by Landlord. Upon New Tenant's execution of the sublease agreement, and after New Tenant has paid all monies due and physically takes possession of the Bedroom, you will be notified in writing of your official release from this Lease.

26. **RE-LET or SUBLEASE FEE:** You are required to pay a \$400.00 fee to sublease or re-let your Bedroom.

This charge will serve to partially defray our costs in making the Leased Premises available for re-letting and for re-letting the Premises. This charge is not a cancellation fee, buy-out fee, or a limitation of damages collectable by us. Application fees and administration fees are non-refundable and cannot be prorated or refunded, regardless of timing. The New Tenant will be responsible for application fees, administration fees, and any other fees that apply to applicants. You shall be responsible for all costs related to cleaning and repairs, as well as rent for any days between the termination of your lease, and the start date of the new lease.

27. **TENANT'S INSURANCE:** Tenant is required to have \$50,000 of liability insurance for Tenant's legal liability for damage to the Landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup, or overflow of sewer, drain or sump, water damage, and falling objects ("Minimum Insurance Coverage").

Landlord's requirement for Minimum Insurance Coverage may be satisfied by purchasing a policy from an insurance agency or insurance company of Tenant's choice in accordance with requirements below or waiving the obligation and enrolling in the Resident Liability Insurance Program ("RLIP"). If at any time during the Term Tenant does not have Minimum Insurance Coverage, Tenant shall be in breach of this Lease and Landlord shall have, in addition to any other rights under this Lease, the right but not the obligation to purchase minimum required insurance coverage on behalf of Tenant and seek reimbursement from Tenant for all costs and expenses associated with such purchase.

Tenant may obtain Minimum Insurance Coverage or broader coverage from an insurance agent or insurance company of Tenant's choice. FOR AVOIDANCE OF DOUBT, TENANT SHALL HAVE NO OBLIGATION TO PURCHASE ANY INSURANCE, INCLUDING MINIMUM INSURANCE COVERAGE, FROM LANDLORD OR ITS AFFILIATES. If Tenant furnishes evidence of such Minimum Insurance Coverage meeting all terms of the insurance requirement and maintains the insurance for the duration of the Lease, then nothing more is required.

If Tenant does not maintain Minimum Insurance Coverage, the insurance requirement of this Lease may be satisfied by Landlord, who may schedule the Tenant's unit for coverage under RLIP. RLIP will satisfy the Minimum Insurance Coverage listed above including accidental damage by Tenant to Landlord's property caused by fire, smoke, explosion, falling objects, and water damages, meaning (i) discharge, overflow or leakage from an appliance, water bed, aquarium, automatic sprinkler system, plumbing or heating; and (ii) sewer backup (except damages from wastewater stoppages caused by foreign or improper objects in lines serving your bathroom), and waive Tenant's obligation to provide Minimum Insurance Coverage to Landlord. If Landlord recovers damages under Tenant's RLIP waiver, there is no "deductible" for Tenant. Tenant remains liable to Landlord for damages (i) not specifically waived by enrollment in RLIP, (ii) to covered property in excess of \$50,000 for each accident, and (iii) resulting from Tenant's neglect to use all reasonable means to save and preserve covered property from further loss or damage at and after the time of loss or damage.

An amount equal to the total cost of the RLIP waiver shall be charged to Tenant by the Landlord. Some important points of this waiver, which Tenant should understand are:

- a. RLIP is not personal liability insurance or renter's insurance. Landlord makes no representation that RLIP covers the Tenant's personal property (contents), additional living expense, or liability arising out of bodily injury to any third party. If Tenant requires any of these coverages, then Tenant should contact an insurance agent or insurance company of Tenant's choice.
- b. RLIP may be more expensive than the cost of Minimum Insurance Coverage obtainable by Tenant elsewhere. At any time, Tenant may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Insurance Coverage under this Lease.
- c. The total cost to Tenant for Landlord obtaining RLIP shall be \$155.88 per year charged in equal installments of twelve dollars and ninety-nine cents (\$12.99) per month (based on the number of installments listed on Page One of the Lease). The Landlord retains the right to adjust the cost of RLIP at any time with reasonable notice to Tenant. The installment fee will not be prorated for any partial months.
- d. The waiver provided by RLIP will terminate if/when:
 - a. Tenant's lease contract terminates
 - b. Tenant fails to pay the monthly fee when due

- c. If Tenant obtains required Minimum Insurance Coverage and Landlord verifies that the Coverage meets the minimum requirements outlined in this Lease.

The Landlord is not obligated to provide notice of termination.

If any portion of your rent is delinquent, under all the terms of the Lease, your RLIP waiver will not be in effect until the date payment is received. You may have a gap during the delinquency period giving rise to personal liability for losses and damages otherwise covered under this waiver. We will not provide any notice regarding gaps.

We reserve the right to cancel your participation in this program at any time, without cause. If canceled, you will be required to obtain and provide proof of qualifying coverage under this contract.

If Tenant elects to obtain their own insurance, Tenant agrees to:

- a. Name the Landlord (Owner), exactly as it is listed on Page One of the Lease, as either additional insured, loss payee, or mortgagee.
Vesper Castlerock LLC
1541 Meadows Dr
Denton, TX 76205
- b. Name POPIC-CLS as certificate holder/additional interest.
 - i. Address: PO Box 1159
Newport Beach, CA 92659
- c. Include the name of the Tenant on the Minimum Insurance Coverage policy provided
- d. Furnish Landlord with evidence of Minimum Insurance Coverage prior to occupancy of Leased Premises, prior to the expiration date listed on evidence of coverage, and at the time of each Lease renewal period.

Scheduling under RLIP is not mandatory and Tenant may purchase Minimum Insurance Coverage required or broader coverage from an insurance agent or insurance company of Tenant's choice at any time. Coverage under RLIP will be terminated by Landlord beginning the first month following the date on which verified proof of coverage is provided. If Tenant provides proof of liability insurance and an incident occurs where you are deemed liable for any repairs caused by incident, you agree to submit a claim for the incident to the insurance company provided by you to meet the Landlord's insurance requirement.

If Tenant does not provide proof of liability insurance per the Lease, Tenant agrees to pay Landlord \$12.99 monthly installments (\$155.88 per year), in addition to all other obligations in the Lease. Tenant also agrees that the cost of RLIP will be considered additional rent for purposes of the Lease. Tenant understands that RLIP applies to liability only and waives Landlord's right to recover from Tenant the first \$50,000 attributable to loss or damage to covered property caused by each accident included in the provisions above in exchange for Tenant's paying a monthly installment to Landlord. This option is not insurance, and RLIP will not cover Tenant for loss or damage to personal contents.

28. **GENERAL:** Regarding all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations, or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout this Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.
29. **MANAGER/NOTICES:** Manager shall manage the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease must be delivered by personal delivery or certified mail; return receipt requested and will be considered delivered and received upon actual receipt. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: c/o Campus Life and Style, LLC, 7717 Southwest Parkway, Bldg. I Suite 200, Austin, TX 78735, Attention: Senior Vice President of Operations.
30. **MODEL DISCLAIMER:** The model apartment (located within the Apartment Community) shown to you, including but not limited to the carpet, floor coverings, paint, counter tops, fixtures, appliances, wallpaper, furniture, and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which Landlord and its affiliates intend to use in the Apartment to be leased to you. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows, and window treatments of these items in the Apartment leased to you may vary. The actual Apartment leased to you may vary in approximate size, square footage, and layout. You acknowledge that the content and decorations in the model apartment are for display purposes only and the Apartment leased to you will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations. The actual furniture provided may vary by number of bedrooms and bathrooms in your Apartment.
31. **RENTAL QUALIFICATION GUIDELINES:** You or your "Guarantor", who is defined as an individual willing to take responsibility for the financial requirements of this Lease and is (i) your parent or legal guardian; or (ii) another person related or known to you, shall be required to submit certain information and meet certain criteria, as outlined on Exhibit D, to be qualified to enter into this Lease.
32. **MOLD PROVISIONS:** Please see the Mold Addendum attached hereto as Exhibit E.

33. **PACKAGES / DELIVERIES:** Unless otherwise indicated in writing to us, you authorize Manager to accept packages from the post office or other carriers on your behalf. You understand that we have no obligation to provide package acceptance services on your behalf and may discontinue or modify such service at any time. You also understand that it is the responsibility of the carrier/delivery service to notify you that a package has been delivered. You must show a valid ID to claim a package from Manager. We may refuse any package that is not in the name of a resident or authorized occupant. If a package has not been claimed by you after seven (7) days, we reserve the right, at our discretion, to return the package to the sender, at your expense, or place the package in your apartment. If a package is marked "Perishable" and has not been claimed within twenty-four (24) hours, we reserve the right but are not obligated to place the package in your apartment. Our package acceptance policy is a courtesy service. You understand and agree that Manager is not liable for any loss or damage you may incur because we accept, fail to accept, or handle your package.

You understand that Manager may engage a third-party package delivery system, including, but not limited to an automated package delivery locker system. If property engages a third-party package delivery system, please see the Package Acknowledgment attached hereto as Exhibit I.

34. **PEST INFESTATION.** Whether or not you experience a pest infestation in the Leased Premises depends largely on you maintaining the Leased Premises in a neat, clean, and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, you must promptly notify Landlord of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand items and to always maintain the Leased Premises in a clean and sanitary condition, to reduce the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

- a. To keep the Leased Premises in clean and sanitary condition at all times and further agree not to introduce any furniture or textiles from unknown sources into the apartment.
- b. To cooperate with Manager with timely access to your dwelling to inspect, plan, and eradicate pests and further agree to complete all tasks recommended by a qualified expert
- c. To immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective
- d. That you may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by Landlord
- e. That neither Landlord nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence
- f. That used articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you shall not to use or store secondhand items in the Apartment without first having a licensed exterminator certify that such items are pest free
- g. That vinyl mattress covers may in certain situations be helpful to combating or preventing pest infestations, and you shall continuously use a vinyl mattress cover on all mattresses in the Apartment, if Landlord asks you to do so
- h. That immediate and continuous access may be required to address a pest infestation, and you shall provide us and our consultants with open access to inspect, remediate, and monitor a pest infestation
- i. Remediation methods will be determined by Landlord, in Landlord's sole discretion, and you authorize Landlord to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you may have under this Lease or by statute to receive compensation for property loss because of the remediation of a pest infestation
- j. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. Landlord may choose to relocate you to another apartment, to another comparable facility, or to temporary reasonable housing
- k. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether you continually occupy the Unit, you cannot stop payment of or reduce Rent; and
- l. Landlord will not be responsible for any injuries or damages to you or any other person that results from a pest infestation, and you agree for yourself and all other parties to release and indemnify Landlord in accordance with this Lease. You understand and acknowledge that you are responsible for all remediation cost or expense resulting from your failure to comply with any of these guidelines.

35. **ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUSES:** Coronaviruses are a large group of viruses that cause disease in animals and humans. Coronaviruses are extremely contagious and are believed to be spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and the congregation of groups of people to minimize the spread of coronaviruses. Landlord has put in place preventative measures to reduce the spread of coronaviruses; however, the Landlord **cannot guarantee** that you and occupants and guests of your unit will not become infected with a coronavirus when on Landlord's property. Further, occupying your unit and use of the Landlord's property could increase your risk, and that of occupants and guests of your unit, of contracting a coronavirus.

You acknowledge the contagious nature of coronaviruses and voluntarily assume the risk that you and guests may be exposed to or infected by a coronavirus by occupying the unit and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by a coronavirus at this property may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Landlord, Manager, agents, representatives, and other tenants.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, occupants and guests to your unit, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you, occupants or guests to your unit may experience or incur in connection with your lease of the unit and use ("Claims"). You hereby release, covenant not to sue, discharge, and hold harmless the Landlord, Manager, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Landlord, Manager, agents, and representatives, whether a coronavirus infection occurs before, during, or after the term of your lease, occupancy of your unit and use of Landlord's property.

36. **ROOMMATE ASSIGNMENTS:** Roommate assignments are offered as a convenience to you, and neither Landlord nor Manager assumes any liability for claims relating in any way to roommate assignments. You are solely responsible for your interactions with your Roommates. You understand that we do a routine rental application screen, which may not constitute a full criminal background check. We do not inquire into the backgrounds of all the residents in the Apartment Community (beyond what is contained in the rental application) or attempt to verify their statements. Neither Landlord nor Manager makes any representations or warranties as to the conduct of your Roommates or their compatibility with other Roommates. You voluntarily assume any risk in the roommate assignment process and hereby waive and release Landlord and Manager from all claims related to the roommate assignment process and/or the conduct of any of your Roommates. In no event shall Landlord or Manager be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the roommate assignment service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or residency with your Roommates. You agree to take reasonable precautions in all interactions with your Roommates. You understand that Landlord and Manager make no guarantees, either express or implied, regarding your ultimate compatibility with your Roommates assigned through the roommate assignment service. You should not provide your financial or personal information (for example, your credit card or bank account information) to your Roommates.
37. **PARKING:** If renting a parking spot within the Apartment Community, you must complete the Parking Agreement attached hereto as Exhibit F and comply with all applicable parking rules set forth therein. All parking premiums that you agree to under Exhibit F, will be charged to you for the remainder of the lease as agreed upon under Lease Term section of the lease, regardless of if you are no longer inhabiting the leased premises. Except as provided by law, you have no right to withhold or offset any part of your parking charges for any purpose, including an act of God, or to reduce any parking fees payable to us.
38. **MILITARY ORDERS:** In the event the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders, or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month.
39. **SPECIAL PROVISIONS (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease:

EXHIBIT A
STATE-SPECIFIC ADDENDUM TO LEASE CONTRACT
CASTLEROCK
(TEXAS)

Notwithstanding anything to the contrary in the Lease, and in the event of any inconsistencies between the terms and conditions of the Lease and this state-specific addendum, this addendum shall control and be binding upon the parties to the Lease.

1. You agree to pay a fee of \$30.00 for each returned check (plus any fees charged to us by a bank), plus the above late fees, until we receive acceptable payment. The same late fees shall apply regardless of whether the payment is not approved because you provided incorrect account information, your spending limit does not allow for the transaction, or you experience other issues with your account.
2. Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month, and rent is late if not paid in full by the 1st of the month. If Rent is received by Manager on or after 12:00 p.m. on the fourth (4th) day of the month, the Manager will charge you, and you agree to pay, an initial late charge of \$35.00. In addition, if Rent remains unpaid after 12:00 p.m. on the fifth (5th) day of the month, Manager will charge you, and you agree to pay, an additional late charge of \$10.00 per day for each additional day that Rent remains unpaid, not to exceed twelve percent (12%) of the amount of rent for the rental period under the lease. If you mail or deliver a Rent payment outside of business hours, you acknowledge that it will not be processed until the business day following receipt, and you may incur a late fee. Online payments can take up to forty-eight (48) hours to process, and it is your sole responsibility to initiate payment early enough to ensure it can be processed, or a late fee may be assessed.
3. You agree that Landlord has the right to charge an annual amenity fee not to exceed twenty-five dollars (\$25.00). The amenity fee is an annual fee required by owner. The amenity fee is for the cost to maintain all amenity areas associated with the property.
4. You agree that Landlord has the right to charge an annual communication fee not to exceed ninety-five dollars (\$95.00). The communication fee is an annual fee required by owner. The communication fee is for the cost to set up internet and cable services for each resident.

EXHIBIT B

APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease. We provide these Rules and Regulations for your benefit and the benefit of the other residents in the Apartment Community. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a violation of the Lease, and Landlord may proceed with legal proceedings provided for under the Lease and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or damage or loss to personal property. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

USE AND CONDITION OF APARTMENT AND LEASED PREMISES: MAINTENANCE

Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If you install draperies over the blinds, any damage to the blinds will be repaired by you or at your expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment or Building, or displayed on the inside of an Apartment, so as to be visible from outside of the Apartment. Screens, if provided, must remain in place at all times.

- Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Leased Premises caused by leaving windows or doors open during inclement weather will be your responsibility. You may not remove any furniture, equipment or appliances from the Apartment. You cannot paint or wallpaper any of the walls in the Apartment. If you do so, you will be fined and charged to repaint the walls.
- Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by Landlord for use within the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. Only balcony/patio furniture may be kept on balconies/patios. You are not allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on the Leased Premises including balconies/patios or garage areas. If any unauthorized items are found on balconies/patios at any time, they may be removed by Manager at your expense, and disposed of, without further notice. Violation of this provision will result in fines and charges related to any damage caused by such violation.
- All light bulbs, tubes, and batteries must be operational at all times during the duration of the Lease Term and at the Lease End Date. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday. If the Manager finds any non-functioning bulbs or batteries, the Manager may opt to replace such bulbs or batteries and bill the cost to you, without further notice, as this is safety issue. If there are recurring violations of this provision, additional fines may be charged.
- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
- You may not distribute, post, or hang any signs or notices in any portion of the Apartment Community without approval from the Manager.
- No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Leased Premises, including without limitation on outside or inside walls, roof, windows, or balcony railings.
- Locks may not be changed or added by you or your Roommates without prior written permission of Landlord. Locks and the appropriate key card(s) must be left in place upon vacating the Leased Premises. Keys to changed locks will be deposited with the Landlord. If you should lose the front door key, Landlord requires that the front door lock be changed; you will be responsible for all costs associated for said lock change. You will be fined for after-hour lock outs at \$75.00 per occurrence. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease on the Lease End Date or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
- Solicitation shall not be permitted at the Apartment Community, either by you, other residents, or outside solicitors. You shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other people within the Apartment Community.
- If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger such overhead sprinkler system. **Do not** hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither Landlord nor the Manager will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property, as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, that results from your triggering of the overhead sprinkler system.
- You must dispose of all trash and recycling in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment, Building, or in the Apartment Community. Landlord will impose a reasonable fine for violation of this provision as well as for any littering by you or your guests. If Landlord finds garbage left outside of the Apartment, we may opt to remove it and charge a fee of \$25.00 per bag. Furthermore, if your Apartment is considered to be in an unsanitary condition, Landlord may opt to have it cleaned and divide cost evenly among you and your Roommates.
- You must keep all utilities to your Apartment active from the Lease Start Date through the Lease End Date regardless of whether you choose to vacate the Leased Premises before the Lease End Date, or if you choose to move in after the Lease Start Date. You cannot turn off your utilities if you leave temporarily, such as for a vacation. Unless we instruct you otherwise, you must, for 24-

hours a day during freezing weather: (i) keep the Apartment heated to a temperature adequate to prevent the pipes from freezing; (ii) Keep cabinet and closet doors open; and (iii) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of utilities being turned off or because of broken water pipes due to your violation of these requirements.

- Pets, unless otherwise authorized by Landlord, owned or visiting, are not allowed in your Apartment or on the Leased Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the Leased Premises. The following rules shall apply to a violation of this policy:
 - *First violation:* A written warning will be issued to you specifying the complaint, a **\$250.00** per pet charge will be assessed against you, and the Landlord may, in its discretion, declare you to be in default under the Lease. Any pet must be removed from the Leased Premises within twenty-four (24) hours of written notice by Landlord. You will be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this provision. If you violate this provision, you will be charged (and agree to pay) for flea treatment on the Leased Premises.
 - *Second violation:* Landlord will declare you to be in default under the Lease and you and your Roommates will be responsible for any and all damages caused by the unauthorized pet including but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. You will be charged a second violation charge in the amount of **\$500.00** per pet.
 - If, at Landlord's sole option, we approve a pet, we may charge you additional pet fees. If you do not clean up pet waste promptly we may charge a fine of \$50 per occurrence.
- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one gallon are permitted on the Leased Premises. Consumption of alcohol is prohibited in all Common Areas outside of your Apartment. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

GUESTS/DELIVERIES

You must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. Access will not be granted to any person, including guest(s), family members, delivery service, or maid service without your prior written permission. If we opt to provide access with written notice and property identification we may charge a convenience fee of \$20.00 per occurrence. All guest(s) must be accompanied by you at all times while on the Leased Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed six (6) days in one month. If your guest has exceeded three (3) consecutive days and/or six (6) days in one month, you will receive a warning asking for your guest to be gone within a twenty-four (24) hour period. If the situation is not remedied, you will be in violation of your Lease, which could result in your default. If we accept packages for you it is only as a courtesy, and we are not responsible for your packages or deliveries. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender.

COMMON AREAS

Use of Common Areas within the Apartment Community shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of you and your family and guests. You and your guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless you are also present. No persons under the age of sixteen (16) will be allowed in any recreational area at **any** time, unless accompanied by an adult. You hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by you and your family and/or guests in their use and enjoyment of the Common Areas or other provided facilities and amenities. You are responsible for the actions of your guests. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.

FIRE SAFETY/SAFETY

DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICES. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING DAMAGE TO THE COMMUNITY. IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULTS FROM YOU, YOUR FAMILY MEMBERS' OR YOUR GUESTS' VIOLATION OF THIS RULE.

- All grills (gas, charcoal, electric) and smokers are prohibited in the Apartment or on the balconies/patios and garage areas of the Building. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. You are responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- Immediately call 911 in the event of a fire or life-threatening emergency.

- Candles or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, and all other smoking devices. Neither Landlord nor Manager will be responsible for any damage incurred from such situations.
- **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and will result in a \$250.00 charge being assessed to you and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
- Neither Landlord nor the Manager assumes any liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Leased Premises.
- You agree that we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that we have **NO DUTY OF PROTECTION FOR YOU.** If we inform you of a civil order to evacuate, or in our judgment an evacuation is required to protect life or property, and you fail or refuse to evacuate, you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
- Violations of these policies may result in fines or charges to repair damages caused by the violations assessed by the Manager or the fire marshal. Multiple violations may result in double fines.

VEHICLES/PARKING

- Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
- If Landlord designates certain parking areas within the Apartment Community as "Resident Only Parking" or "Guest Only Parking", you acknowledge that you and/or your guests who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner/operator.
- If a visitor permit is required, you understand that any friends, family, or other guests may not park in the parking lots without a permit, and if they do they can be towed at vehicle owner's expense.
- You shall hold Landlord and its agents harmless from all claims of damages, loss, or injury to any automobile, person, or any kind while in the parking area.
- You and/or your guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. You acknowledge that you and/or your guests who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner/operator, without further notice. If a permit is required, you are responsible to obtain one in advance of your using the permitted spot during business hours.
- You shall be solely responsible for obtaining proper vehicle insurance. You will be responsible for any repairs to the parking lot caused by the neglect or misuse by you or your guests.
- You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
- If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, or you are not parked in a legal parking spot, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you vacate the Leased Premises or upon your Lease End Date. A returned parking decal will not be accepted after keys have been turned in; items must be turned in at the same time to avoid replacement cost being charged by the Manager of the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the Manager's office before a replacement parking decal will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is your responsibility to pick up a new parking decal.
- You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle anywhere within the Apartment Community.
- Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller

pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner/operator of the vehicle.

- Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed. Landlord may require you to remove your vehicle from the lot due to an emergency, or for regular maintenance.
- A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of the Apartment Community or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or Bedroom(s).
- Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
 - The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
 - The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
 - The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
 - The vehicle or motorcycle is parked in an Apartment or Building.
 - Any other violation of the foregoing rules and regulations exist.

TANNING DEVICE REGULATIONS & WARNINGS

The FDA has classified all tanning beds and sun lamps as higher-risk, class II devices. If there is a tanning device at the Apartment Community, use of the tanning facility by you is subject to the following:

- If you do not tan in the sun, you are unlikely to tan from use of the tanning device.
- You must be 18 years of age or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- You must follow the manufacturer's instructions for the use of this device.
- You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to the eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills.
- If you are taking a prescription or over-the-counter drugs, you should consult a physician before using a tanning device. Medications or cosmetics may increase your sensitivity to ultraviolet radiation from sunlamps.
- If you are pregnant, you should consult a physician before using a tanning device. Pregnant woman or women using oral contraceptives who use this product may develop discolored skin.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You can only tan 1 time within a 24 hour period.
- Do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
- You may only use tanning lotion or oil that is for indoor use ONLY! If we find that you are using outdoor lotion we will give you one warning and if we find it again you will be banned from tanning.

Precautions are necessary for safe tanning. You agree to comply with all instructions on the use of the UVA tanning systems, to use these services at your own risk, and to protect your vision by using protective eyewear. We, and our partners and agents, are not liable for any injury to person or property caused in any way by the use of the tanning facilities, devices or services. We are not liable for the loss or theft of any personal property while at the tanning facility; you are responsible for safeguarding your own property.

OTHER RULES AND REGULATIONS/PROHIBITIONS

- Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents of the Apartment Community. Management reserves the right at any time to fine, contact Guarantors, charge a fine, or declare you in violation of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
- Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.

- Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
- No gathering, unless sponsored by Landlord or Manager, may exceed ten (10) people.
- Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
- Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct; (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia; (iv) engaging in or threatening violence or any criminal activity; (v) possessing a weapon; (vi) discharging a firearm in the Apartment Community; (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner; (viii) canvassing or soliciting business or contributions; (ix) operating a business or child care service within the Leased Premises or Apartment Community; (x) storing anything in closets having gas and/or electric appliances; (xi) tampering with utilities or utility systems; (xii) bringing or storing hazardous materials into the Apartment Community; or (xiii) using candles or kerosene or gas lamps in the Leased Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your Lease for any of the above mentioned violations.

SERVICE REQUESTS

We offer 24 hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call the Manager during posted office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

MODIFICATION OF RULES AND REGULATIONS

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time in our sole discretion. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to you via email or posted in a public area of the Apartment Community used for such purposes for thirty days (30). You are responsible for your guests' compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

SECURITY ACKNOWLEDGMENT AND RELEASE

BY EXECUTION OF THE LEASE, YOU AGREE AS FOLLOWS:

Your initials at the end of these Rules and Regulations indicates that you will, upon move in, inspect your Leased Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Leased Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community. **NEITHER LANDLORD NOR MANAGER OWES ANY DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

NOTICE ACKNOWLEDGEMENT AND RELEASE

The methods that you may use to provide notices to Landlord are described in the Lease. Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook®, Instagram®, Twitter®, and others) or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease. Landlord shall NOT be deemed to have received notice from you until you have provided notice in the manner described in the Lease.

MEDIA AND MARKETING ACTIVITIES

You consent to our use of photographs and/or video of you taken at functions or events sponsored by Landlord or Manager, or in Common Areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, and flyers, for posting on social networking sites such as Facebook and our websites and other related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images. Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, you give Landlord permission to email and text message information as it relates to the Apartment Community and Leased Premises. You will receive email and text messaging directly from the Landlord; no spam

or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE RULES AND REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE, AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

EXHIBIT C

SAFETY GUIDELINES

We would like for you to be aware of some important guidelines for your safety and the safety of your guests and your property. We recommend that you consider following these guidelines, in addition to other common sense safety practices:

INSIDE YOUR APARTMENT

- Lock your doors and windows—even while you're inside.
- Use your night latches or dead bolt locks on the doors while you're inside.
- When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- Do not give out keys, gate or lock combinations.
- Don't put your name, address, or phone number on your key ring.
- If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to rekey the locks. We will be happy to accommodate you, and we will charge you the cost of rekeying.
- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other Security Devices regularly to be sure they are working properly.
- Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night.
- Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

- Lock your doors while you're gone.
- Leave a radio or TV playing softly while you're gone.
- Close and latch your windows while you're gone, particularly when you're on vacation.
- Tell your Roommate(s) where you're going and when you'll be back.
- Don't walk alone at night.
- Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Don't give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away on vacation.
- While on vacation, have your newspaper delivery stopped.
- While on vacation, have your mail temporarily stopped by the post office.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

YOUR VEHICLE

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Whenever possible, don't leave items in your car, such as tapes, CD's, wrapped packages, briefcases, or purses in view.
- Don't leave your keys in the car.
- Carry your key ring in your hand while walking to your car—whether it is daylight or dark and whether you are at home, school work, or on vacation.
- Try to park your car in a well-lit off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Don't stop at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always be aware of your surroundings, and always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.

EXHIBIT D

RENTAL QUALIFICATION GUIDELINES

Please note that these are our current rental qualification criteria, and nothing contained in these requirements shall constitute a guarantee or representation by us that all people currently residing in the Apartment Community, including the Roommates that will occupy the Apartment with you, have met these requirements.

OCCUPANCY

Our fundamental occupancy guidelines for non-family applicants is one person per Bedroom unless Landlord designates the Bedroom as a shared double occupancy bedroom, and only the Tenant listed on the Lease may legally occupy the Bedroom.

FAIR HOUSING

Landlord adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Act of 1988) which stipulates that it is illegal to discriminate against any person in housing practices on the basis of race, color, religion, sex, national origin, disability or familial status.

GUARANTORS

Landlord has the right to require a Guarantor on all leases. The Guarantor Agreement must be completed within seven (7) days of lease signing. If a Lease is signed but the Guarantor Agreement is not completed, the Lease terms will still be in effect. It is your responsibility to have your Guarantor complete the Guarantor Agreement in a timely manner. When a Guarantor executes the Guarantor Agreement, Guarantor agrees to guarantee your Lease. Guarantor will have access to information regarding your Apartment and your payment status, and may be copied on any communications to you; however, Landlord is not responsible to notify Guarantor of all communications.

GUARANTOR REQUIREMENTS

If you are qualifying for residency by providing a Guarantor; your Guarantor must have verifiable and consistent monthly income of at least three (3) times the total monthly Rent, meet the credit requirements of having a credit score of at least 600, and may be required to pay a deposit. Deposit amount to be determined at the sole discretion of Landlord. At Landlord's sole discretion, Landlord may opt to waive the credit check requirement for new or renewal leases.

CREDIT HISTORY AND INCOME

You or your Guarantor must have verifiable and consistent monthly income of at least three (3) times the total monthly Rent.

If Landlord performs a credit check on you or your Guarantor, at Landlord's sole discretion, you or your Guarantor must provide your Social Security Number for screening purposes. A credit score of at least 600 is required to qualify.

THIRD-PARTY RESIDENTIAL GUARANTY

Where applicable, if the property provides an alternative qualification for approval, additional screenings and requirements will be completed by the third-party vendor. Additional fees or deposits may be required.

SCREENING

You may be required to pay a non-refundable application fee. The application fee amount is to be determined by Landlord and may be subject to change without notice. Screening of you and one Guarantor are included in the application fee. If additional Guarantor screenings are required, you agree to pay an additional application fee per screening. By completing your application, you understand that Landlord has the right to screen you for criminal, sex offender, credit, and eviction history, and to screen Guarantor's credit history, at its sole discretion.

IDENTIFICATION

You will be required to provide a copy of your Driver's License or other government-issued photo identification at the time of applying for residency. This documentation will be kept on file in your resident account.

CRIMINAL HISTORY

You must not have been convicted of a felony or be subject to deferred adjudication for a felony. Please remember that this requirement does not constitute a guarantee or representation that other residents currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony. There may be residents who applied to reside in the Apartment Community prior to this requirement going into effect. We are not responsible and assume no duty for obtaining criminal-history checks on any residents, guests, or contractors in the Apartment Community. By completing your application you give Landlord consent to a review of your criminal background. At Landlord's sole discretion, we may opt to review your criminal history, and if there is a felony, violent crime, or an objectionable amount of criminal records, your application may be declined.

RENTAL HISTORY

You must not have been evicted or asked to move out by a previous landlord, have broken a rental contract, or be currently delinquent to a landlord. You may not have more than four (4) late payments or two (2) returned checks for rent in the most recent twelve (12) month period. If you have broken a lease or been evicted in the past, you will not be approved. If you owe an outstanding balance on a rental property, you must show proof of payment in full to be considered as having an acceptable rental history. By completing your application, you give Landlord or a third-party consultant consent to verify your previous rental history and/or the history of the Guarantor as a part of the application review process, in the event that Landlord opts to do so.

SELF-QUALIFYING

If you are self-qualifying for residency; you must have verifiable and consistent monthly income of at least three (3) times the total monthly Rent, meet the credit requirements of a credit score of at least 600, and pay a self-qualifying fee. This non-refundable fee shall be a minimum amount of **\$500.00**, not to exceed a maximum amount of **\$1,000.00**. Amount to be determined at the sole discretion of landlord. Landlord, at its discretion, may require the fee to be paid in the form of a deposit. At Landlord's sole discretion, Landlord may opt to waive the credit check requirement for new or renewal leases.

INTERNATIONAL RESIDENTS

Residents who do not have a social security number may still apply for housing by meeting some additional qualifications. If an applicant is unable to provide a social security number, the applicant may qualify for residency by providing a copy of their passport or other government-issued photo identification. At the discretion of Landlord, and depending on market conditions, the applicant may be required to pay the final two rental installments on the current lease term or a deposit equivalent on the Lease for approval. If the resident renews, the final two rental installments will apply to the renewal lease term. Resident may be required to pay back any rental installments that have been applied to rent prior to renewing.

EXHIBIT E

MOLD ADDENDUM

Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your Apartment. That is why the following contains important information for you, and responsibilities for both you and the Manager.

PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your Apartment, you must do the following:

- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify the Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your Apartment dry out.
- Promptly notify the Manager in writing about any signs of water leaks, water infiltration or mold. The Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.

IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your Apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes drying discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify the Manager in writing.

COMPLIANCE. Complying with these provisions will help prevent mold growth in your Apartment, and both you and the Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this section, please contact the Manager. If you fail to comply with the foregoing provisions, you may be held responsible for property damage to the Apartment and any health problems that may result. The Manager cannot fix problems in your Apartment unless it knows about them. You shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.

EXHIBIT I

PACKAGE ACKNOWLEDGEMENT

Landlord (owner): **Vesper Castlerock LLC**

Date: **02/05/2023**

Residents: **Xiyomi J Surratt** ("Resident," "you," or "your")

In addition to what is already stated and agreed to in your current lease agreement, you acknowledge the following:

- 1. ELECTRONIC PARCEL LOCKER VENDOR.** Landlord does not accept parcel packages on behalf of its residents. As a courtesy, residents are offered a convenient way to receive their parcel packages any time of day or night via an electronic locker system (the "Lockers") offered through Landlord's preferred third-party provider. Residents who wish to receive their packages electronically at the Property must register directly with our third-party vendor with registry information to be provided by Landlord without any obligation or liability on behalf of Landlord or Landlord's affiliates, employees, or agent's ("Landlord Parties"). Landlord is not obligated to accept, and may refuse, deliveries on behalf of Resident and others.
- 2. USE OF LOCKERS; AUTHORIZED USERS.** Resident may only use the Lockers to receive parcel package deliveries from licensed parcel carriers (including, but not limited to, United Parcel Service, Federal Express, UPS and DHL). **Resident agrees that in no event shall the total value of all property delivered to, or stored in the Lockers, exceed, or be deemed to exceed in the aggregate Five Hundred Dollars (\$500.00).** Resident represents that it is the owner of all property placed (and/or to be placed) in the Lockers. Resident will use the Lockers in a careful and proper manner and will comply with and conform to all federal, state, municipal and other laws, ordinances, and regulations in any way relating to the use of the Lockers. Lockers may be used only by Resident during their tenancy at the Property. Resident will not allow any other party other than Resident access to, or use of, the Lockers. Should Landlord believe that any such use of the Lockers has been made or is being made for unlawful purposes, Landlord and/or Locker Vendor shall have the right to conduct such investigation of the Lockers and to notify such law enforcement agencies as Landlord and/or Locker Vendor considers appropriate. Resident hereby agrees that Landlord and Locker Vendor will incur no civil liability to Resident for any exercise of such right. Landlord reserves the right to remove, restrict, modify, suspend, or discontinue, temporarily or permanently, Resident access or use of the Lockers at any time, with or without notice, and with or without cause.
- 3. LANDLORD'S ACCESS; RULES FOR USE OF THE LOCKERS.** Landlord shall have the right from time to time to establish rules and regulations for the operation, safety, care and cleanliness of the Lockers, and preservation of the Property, and may modify or update its rules and regulations at any time in Landlord's sole discretion. Resident agrees to follow all rules and regulations now in effect or that may be put into effect by Landlord. Resident grants Landlord and Landlord Parties authority to access the Lockers for the purpose of examining the Lockers or the contents thereof, for the purpose of allowing Locker Vendor to make repairs or alterations to the Lockers and taking such other action as may be necessary to preserve the Lockers, and for any other lawful purpose. Neither notice to nor presence of Resident is required for such opening and entry.
- 4. SHARING OF PERSONAL INFORMATION.** Resident agrees to Landlord's sharing of Resident personal information with Locker Vendor. Resident personal information may include without limitation Resident first and last name, home address, email address, home telephone number, move in/out date, or other data that can be used to identify or contact you. Locker Vendor will also collect personal information about Resident. For further details describing how Locker Vendor will treat Resident personal information please visit our third-party Locker Vendor's Privacy Policy and Terms of Use. Information to be provided by Landlord at resident's request.

Locker Vendor shall have the right from time to time to establish rules and regulations for the operation, safety, care and cleanliness, and preservation of the Lockers, and may modify or update its Privacy Policy and Terms of Use at any time in Locker Vendor's sole discretion.
- 5. FEES.** Locker Vendor may charge Resident fees for use of the Lockers which vary with each community. Fees may include without limitation, a one-time initial registration fee, monthly subscription fees, and storage fees (for packages left in the Lockers for an extended period). Resident fees charged by Locker Vendor for use of the Lockers are provided at the time of Resident registration. If at any time we use a third-party package delivery system, we have the right to charge up to sixty dollars (\$60.00) per year for such services, and such amount will be payable to you as additional Rent.
- 6. RISK OF LOSS.** Landlord does not provide Resident insurance covering any property placed into or stored in the Lockers. Resident bears all the risk of loss or damage to any property placed into or stored in the Lockers. Resident is encouraged to obtain insurance to mitigate such risk of loss. Resident, for itself and on behalf of its insurer, hereby releases Landlord and Landlord Parties from all claims for damage or loss to the property in, on or about the Lockers and hereby waives all rights of recovery against Landlord and Landlord Parties in connection with any such damage or loss to the fullest extent permitted by law. Resident agrees that such insurer will not be subrogated to any rights of Resident against Landlord or Landlord Parties for loss or damage to Resident property placed or stored in the Lockers.
- 7. LIMITATION OF LANDLORD'S LIABILITY; INDEMNITY.** Except as expressly provided to the contrary in this Addendum, **ALL PROPERTY DELIVERED TO, PLACED OR STORED IN THE LOCKERS SHALL BE AT THE SOLE RISK OF RESIDENT EXCEPT FOR LOSSES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND THEN ONLY UP TO A MAXIMUM OF THREE HUNDRED DOLLARS (\$300.00).** Landlord and Landlord Parties shall not be liable to Resident for any damage or for any property placed into or stored in, or about the Lockers, arising from any cause whatsoever, including, but not limited to, theft, fire, water, mildew, mold, and other bacterial infestation and/or deterioration, disappearance, rodents, acts of God or the active or passive acts of Landlord or Landlord Parties. Resident shall indemnify, defend, protect, and hold Landlord harmless from and against all liability, damage, loss (including reasonable attorneys' fees and costs) or personal injury arising out of or in connection with Resident use of the Lockers, whether occasioned by Landlord or Landlord Parties' active or passive acts, omissions or negligence. **LANDLORD SHALL NOT BE LIABLE TO RESIDENT FOR ANY LOSS OR DAMAGE THAT MAY BE OCCASIONED BY OR THROUGH THE ACT OR OMISSION OF OTHER RESIDENTS ON THE PROPERTY OR ANY OTHER PERSON.**

EXHIBIT J

UTILITIES

Landlord (owner): Vesper Castlerock LLC

Date: 02/05/2023

Residents: Xiyomi J Surratt ("Resident," "you," or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Utility Addendum ("Addendum") will have the same meaning as given in the Lease.

1. **PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:
 - a. **Electric service and associated fees will be paid:**
 - By Us, entirely
 - By Us, up to a maximum of \$10.00 per month per leased bedroom. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Direct-metered. Please see the description below
 - Sub-metering. Please see the description below
 - Allocation: Allocation Method. Please see the description below
 - By you, directly to the service provider
 - N/A
 - b. **Gas service and associated fees will be paid:**
 - By Us entirely
 - By Us, up to a maximum of \$N/A per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Direct-metered. Please see the description below
 - Sub-metering. Please see the description below
 - Allocation: Allocation Method. Please see the description below
 - By you, directly to the service provider
 - N/A
 - c. **Water/Sewer service and associated fees will be paid:**
 - By Us entirely
 - By Us, up to a maximum of N/A per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Direct-metered. Please see the description below
 - Sub-metering. Please see the description below
 - Allocation: Allocation Method. Please see the description below
 - By you, directly to the service provider
 - N/A
 - d. **Trash service and associated fees will be paid:**
 - By Us entirely
 - By Us, up to a maximum of \$N/A per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Flat Rate, the current flat rate is \$N/A per month
 - Allocation: Allocation Method. Please see the description below
 - By you, directly to the service provider
 - N/A

e. **Internet service and associated fees will be paid:**

By Us entirely

By Us (public wireless only) – dedicated service will be paid by You, should you elect to establish service

By you, directly to the service provider, should you elect to establish service

N/A

2. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. We will remain the customer of record for the utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

Sub-Metered. Your premises is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the sub-meter in your unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.
- b. Your apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

Allocation. You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **Square Footage.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
- b. **Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment. compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
- c. **Factored Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.

3. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we, at our sole discretion, may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

4. **Landlord has the right to estimate the final few months of utility expenses based on estimated usage and charge these estimates to your account prior to the end of the lease term where such charges are due and payable prior to the end of the lease term. You agree that we may pre-bill a portion of those estimates.** You are responsible for all setup, deposits, and activation fees of all utilities not paid for by us. The billing methods described above may be changed by us by providing you

with 60 days prior written notice, and you acknowledge that in certain situations it is necessary to make a change to the billing method.

5. All utilities may be used only for normal household purposes and must not be wasted, and, if applicable, within one (1) business day after the Lease Start Date, utilities for the Apartment payable directly by you must be placed in your name or in the name of one of your Roommates for the full Lease Term. If it is necessary for us to pay any costs due to your failure to pay utility providers, your failure to activate any utility under your name or if you disconnect any utility before the Lease End Date, then you will reimburse us for such costs plus fifty dollars (\$50.00) for administrative costs per occurrence. You are responsible to pay for all applicable utilities during the Lease Term even if you move out prior to the ending date except and unless you have relet the Premises pursuant to the terms of the Lease or your lease was terminated by landlord. Except as provided by applicable law, we are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of utility services. ***If at any time we use an outside vendor to provide utility billing services, we have the right to charge you up to sixty dollars (\$60.00) per year for such services, and such amount will be payable by you to us as additional Rent.*** If Landlord uses an outside vendor to provide utility billing services, unless otherwise specified by applicable law, Landlord reserves the right to change terms in the at any point with proper notice to you.

6. **General Information:**

- a. Any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility. You are encouraged to file billing disputes in writing to info@usbillingservices.com.
- b. During reasonable business hours, you have a right to examine the following: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
- c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within seven (7) days after we become aware of the issue.

Resident Signature

Date

Landlord or Landlord's Representative

Date



CAMPUS LIFE & STYLE

RENTAL CONCESSION ADDENDUM

Property Vesper Castlerock LLC

Resident Name: Xiyomi J Surratt

Original Monthly Rent Amount: \$635.00

Original Total Contract Amount: \$7,620.00

This RENTAL CONCESSION ADDENDUM was made and entered into on 08/17/2023 by Xiyomi J Surratt and between Vesper Castlerock LLC, hereinafter referred to as "Landlord" and the above listed referred to as "resident."

WHEREAS, this addendum shall be made a part of the residential lease agreement signed between the parties concerning the premises noted above and;

WHEREAS, the Landlord and Resident fully intend to be bound by this Agreement and;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the Landlord and Resident hereby agree as follows:

- 1. The Resident shall receive from the Landlord a total rental concession in the amount of NA in from original contracted amount, being given in the form of a/an: NA with an upfront amount of NA.
2. The Resident understands and acknowledges that this rental concession is based upon the Resident's rental payment for August being made on timely basis in accordance with the contract to lease. Resident understands that as a condition of the concession, all rental payments are due on the first (1st) day of the month and late after the fourth (4th) day of the month. Resident understands that payment of first installment amount for August will be due prior to being given possession of the unit and payment of rental concession.
3. Resident acknowledges and agrees that if they originally choose to receive concession in the form of a Gift Card, if resident has an outstanding balance on their account as of September 15th, any concession they were to receive will automatically be given in the form of a one-time credit regardless of option indicated above.
4. The Resident further understands and acknowledges that this rental concession is valid only for a fulfilled lease term. If the lease is broken the Resident must repay the concession amount noted above in addition to any other re-letting fees in accordance with the lease.

Xiyomi Jona Surratt Date

Vesper Castlerock LLC

_____ Date