

City Parc at Fry Street
LEASE AGREEMENT

BASIC TERMS:Date: 11/8/2022Apartment Community: City Parc at Fry Street

Resident: [REDACTED] ("you" or "your")

Landlord (Owner): ACC OP (Cityparc) LP ("us", "we" or "our")Landlord's Address: c/o Manager, 1310 Scripture Street Denton, Texas 76201 Attention: General ManagerManager: ACC OP Management LP

Premises: A Private Bedroom ("Bedroom") accommodation in a **4** Bedroom, **2** bathroom Apartment ("Apartment"), within an Apartment building ("Building") within the Apartment Community, as more specifically described in Paragraph 1a below. Your specific Building, Unit and Bedroom will be assigned to you prior to the beginning of the Lease Term. You and your Guarantor agree that this unit selection process adequately identifies the Leased Premises in order to enter into this Lease Agreement.

Unit Type: 4 Bed - 2 BathLease Term: Starting Date of Lease Term: 8/18/2023; Ending Date of Lease Term: 7/31/2024

Deposit and Fees: Deposits and Fees are due and payable as outlined below.	
Application Fee	\$50.00 (nonrefundable for any reason, unless otherwise required by applicable law)

Base Rent and Additional Rent: Base Rent and Additional Rent are due and payable as outlined per the Installment Schedule	
4 Bed - 2 Bath	\$8,388.00 (total Rent for Lease Term is due and payable as outlined per Installment Schedule)

Base Rent and Additional Rent (additional fees, charges and applicable sales taxes) payable by you under this Lease Agreement are together referred to as "Rent", to the extent permitted by law. Rent plus the additional fees, charges and/or modifications by addenda for the Lease Term is \$8,388.00 and is payable in **12** installments, without offset or deduction, and you agree to pay such Rent as follows per the Installment Schedule:

INSTALLMENT SCHEDULE:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$699.00	8/1/2023	\$699.00	2/1/2024
\$699.00	9/1/2023	\$699.00	3/1/2024
\$699.00	10/1/2023	\$699.00	4/1/2024
\$699.00	11/1/2023	\$699.00	5/1/2024
\$699.00	12/1/2023	\$699.00	6/1/2024
\$699.00	1/1/2024	\$699.00	7/1/2024

Rates/installments do not represent a monthly rental amount, and are not prorated, but rather represent the total Rent due for the Lease Term divided by the number of installments.

Guarantor: The Guarantor has guaranteed Resident's duties and obligations hereunder pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. Resident's failure to provide an executed Guaranty Agreement shall not render this Lease Agreement invalid but shall be a default of this Lease Agreement (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease Agreement). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease Agreement. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this Lease Agreement and all Rent and other obligations.

Addendums attached to this Lease Agreement:

Utility Addendum	Parking Rules (if applicable)
Required Insurance Addendum to Lease Agreement	Pet Agreement (if applicable)
Apartment Community Rules and Regulations	Storage Agreement (if applicable)
Safety Guidelines	

Additional Terms and Provisions: Additional Terms and Provisions, as well as the Addendums, are attached as subsequent pages to this Lease Agreement. This Lease Agreement consists of this page of Basic Terms, the Additional Terms and Provisions, the Addendums, and the Guaranty Agreement.

AGREEMENT:

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AGREEMENT AND THAT THEY ACKNOWLEDGE THAT THIS LEASE AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. IT IS THE INTENTION OF ALL PARTIES TO THIS LEASE THAT THE PROVISIONS OF THIS LEASE, ITS TERMS, AND ADDENDUMS, SHALL BE ENFORCED SUBJECT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE AGREEMENT IS VALID AND BINDING AS A RENEWAL OF BOTH THIS LEASE AGREEMENT AND THE GUARANTY.

LANDLORD:
ACC OP (Cityparc) LP

RESIDENT:

By: ACC OP Management LP

By: [REDACTED]

By: _____

Signature

Signature

ADDITIONAL TERMS AND PROVISIONS AND ADDENDUMS FOLLOW THIS PAGE

ADDITIONAL TERMS AND PROVISIONS:**1. PREMISES.**

a. Description. The "Premises" is defined as including each of the following:

- i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
- ii. Together with the other Residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease Agreement, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all Residents have general access);
- iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
- iv. Your use of the mail box assigned to you by Manager.

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

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your Lease Term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee.

b. Occupants. Maximum occupancy of each "bed space" subject to an individual liability Lease Agreement is limited to one (1) person per "bed space". An adult with a child under twenty-four (24) months of age at the time the Lease Agreement or Renewal and Amendment of Lease Agreement is signed can lease a single "bed space", but only in a bedroom designated as a private bedroom.

A group of people or person that includes a child over twenty-four (24) months of age wanting to live together in the same apartment must rent all of the "bed spaces" within the apartment as private bedrooms, with maximum occupancy limited to a total of two (2) persons per number of bedrooms, plus one (1) additional person for the entire apartment. This includes any and all "extra" rooms that may be present within the apartment that are not kitchens, dining rooms, bathrooms, or bedrooms, such as "dens", "lofts", and/or "studies" etc.

If the Apartment consists of more than one (1) bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new Resident in the unoccupied bedroom unless you and all other Residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your Apartment for any purpose whatsoever unless you are paying Rent for the room. If we discover that you are using a room in your Apartment that should be vacant, we have the right to charge an amount equal to thirty (30) days' Rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the Residents of the Apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the Apartment. Multiple violations will result in multiple charges both for unauthorized use of the room and for refurbishment of the room.

The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease Agreement.

c. Condition on Starting Date. A Unit Condition Form will be provided to you at the time that you move into the Premises either electronically via the Resident Portal Account or via a paper copy. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises in writing via the form; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will 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 thereto. You will acknowledge completion of the Unit Condition Form, and it will be controlling with regard to damage existing when you moved in. Your completed Unit Condition Form can be viewed in the Resident Portal Account or if completed via a paper copy, you will receive a copy. Except for what you tell us in writing on the Unit Condition Form, **you accept the 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 ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

d. Maintenance, Alterations and Repairs.

- i. You are responsible for and will take good care of the Premises, including any furniture located on the Premises and in the Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, plumbing, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. Resident 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. We can require you to prepay or, if we elect, you agree to repay us, within ten (10) days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease Agreement or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation 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 (this includes damages that may have been caused to the Apartment by other Residents of the Apartment if we cannot determine who is responsible). If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. You agree to leave the Premises at the end of the Lease Term in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease Agreement, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease Agreement and any Renewal of this Lease Agreement.
- ii. **You must not disconnect or intentionally damage a smoke detector and/or carbon monoxide 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 Section 92.2611 of the Texas Property Code. In the event you believe that your smoke detector and/or carbon monoxide detector is malfunctioning or needs to be inspected or repaired, you must immediately give us written notice thereof.**
- iii. **Emergency Repair Notification:** Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is 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 of malfunction of utilities, fire, water overflow/intrusion/or leakage, standing water, excessive moisture, electric

sparks/snorts, 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 of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment 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.

Non-Emergency Repair Notification: You must notify us promptly in writing 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). Additionally, you are required to notify us in writing promptly 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 secure, in good working order or to prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment and/or interrupt utilities to the Premises, 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 we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building 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 you will have to pay in advance any additional charges resulting from such request.
- v. **Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or 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 Landlord or Manager.** We urge you to obtain your own insurance for losses due to such causes.
- vi. We will act with customary diligence to keep Common Areas reasonably clean; maintain fixtures, hot water, heating, and air-conditioning equipment; substantially comply with all applicable laws regarding safety and sanitation; and make all reasonable repairs, subject to Resident's obligation to pay for damages for which Resident is liable. **If Owner violates any of the above, Resident may possibly terminate this Lease Agreement and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:**
 - (a) all Rent must be current, and Resident must make a written request for repair or remedy of the condition—after which Owner will have a reasonable time for repair or remedy;
 - (b) if we fail to do so, Resident must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we will have a reasonable time to repair or remedy; and
 - (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, Resident may immediately terminate this Lease Agreement by giving us a final written notice.

Resident also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.

e. Mold Prevention and Bed Bug Information.

Resident agrees to:

- i. Keep the Premises maintained and ventilated so that moisture does not accumulate. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow;
- ii. To immediately notify the Landlord of any dampness or mold problems including (1) any leaks, moisture problems, and/or mold growth; (2) any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (3) any significant mold growth on surfaces inside the Premises;
- iii. To regularly allow air to circulate in the Premises and to use exhaust fans (if available) whenever showering or bathing, cooking, dishwashing, or cleaning and to report to the Landlord any non-working fan;
- iv. To use all reasonable care to close all windows and other openings to prevent water from coming into the interior of the Premises;
- v. To clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (mold can grow on damp surfaces within twenty-four (24) to forty-eight (48) hours); and,
- vi. To keep the Premises free of dirt and debris that can harbor mold.

BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION: Landlord has no knowledge of any bed bug infestation in the Premises. Resident agrees not to bring onto the Premises, personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at www.stopbedbugs.org and the information below.

Information about Bed Bugs:

- i. **Bed bug appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about ¼ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- ii. **Life cycle and reproduction:** An average bed bug lives for about ten (10) months. Female bed bugs lay one (1) to five (5) eggs per day. Bed bugs grow to full adulthood in about twenty-one (21) days.

- iii. Bed bugs can survive for months without feeding.
- iv. **Bed bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
- ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.
- iii. Very heavily infested areas may have a characteristically sweet odor.
- iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs have fed on them.
- v. For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association: <http://www2.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>

Report Suspected Bed Bug Infestations As Soon As Possible:

- i. **Prompt reporting: If you find or suspect a bed bug infestation, please notify Landlord as soon as possible,** and describe any signs of infestation so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from Apartment to Apartment.

Cooperation with Pest Control:

- i. Residents shall cooperate with the inspection including allowing entry to inspect any Apartment selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
- ii. Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the Apartment, the deadline for any Resident preparation of the Apartment and a pretreatment checklist with information provided by the pest control operator.
- iii. The Resident shall fulfill their responsibilities for Apartment preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- iv. Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- v. If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by Landlord or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- vi. Residents who are not able to fulfill their Apartment preparation responsibilities shall notify the Landlord at least one (1) business day prior to the scheduled pest control operator visit for inspection or treatment.
- vii. Resident must vacate their Apartment for the duration of time required by the pest control operator for treatment purposes, and to allow chemicals to safely dissipate, and shall not re-enter the Apartment until directed by the pest control operator to do so.

Prevention Recommendations:

- i. Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your Apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
 - ii. Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them to the Premises. Never take discarded items from the curbside.
 - iii. Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
 - iv. Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
 - v. Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home (a dryer on high heat can kill bed bugs.)
 - f. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including but not limited to 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 Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through in advance with Manager or a member of Manager's staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property without our being liable to you.
2. **LEASE TERM.** This Lease Agreement starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the term or reduce or limit your liability), but you may not occupy your Premises until this Lease Agreement and

If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with thirty (30) days advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease Agreement and we can withhold your Security Deposit unless all payments through the Ending Date have been made.

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease Agreement. If you have not or do not intend to move in to your Apartment on or after the starting date of your Lease Agreement you are still obligated to all terms and financial obligations under this Lease Agreement. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease Agreement for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. Your obligations will be terminated under this Lease Agreement once the Replacement Resident has completed all necessary paperwork, all fees are submitted to Manager, and Manager approves and executes the Lease Agreement for the Replacement Resident. Should your request to transfer your rights under this Lease Agreement be approved, you also have to pay us a reletting charge equal to \$300.00, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us.

If you have moved into the Premises and you relet the Premises, you must move out of the Premises a minimum of five (5) business days prior to the Replacement Resident's Lease Agreement start date to allow Manager time to make the Premises ready and available. You are responsible for all Rent and utilities until the start date of the Replacement Resident's executed Lease Agreement.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will owe us holdover Rent in the amount of \$200.00 per day for the extra time that you stay in the Premises (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover. However, notwithstanding anything herein to the contrary, the payment of such Rent due to holdover does not constitute the Landlord's consent to such holdover nor any consent to the creation of any such holdover tenancy of any kind, and the said Rent paid in connection with any holdover past the Ending Date shall not be construed as Rent creating any holdover tenancy of any nature. This provision shall survive the termination of this Lease.

3. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent and Additional Rent and any other fees or charges which are payable by you at the same time installments of Rent are payable) on or before the date on which it is due and without us having to make demand for payment. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). All checks should be made payable to Landlord. Post-dated checks will not be accepted and will be returned to the Resident. Resident may also pay Rent via the Resident Portal via either credit card, debit card, or ACH. Resident agrees and understands that these payments are processed by a third-party payment processor (the "payment processor") and have payment processing fees that are charged and collected by the payment processor. These payment processing fees are not collected or charged by Landlord or any of its affiliated entities and the fee amounts can be found at americancampus.com/zego-fees. **Cash will not be accepted. Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** At our option, we can require that rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition 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. Personal check and/or ACH payments 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. Rent is late if Rent is received by Manager on or after the fourth (4th) day of the month, and Manager will charge you (and you agree to pay) a late fee of 10% of the rental installment. You also agree to pay \$30.00 for each returned check or nonsufficient/rejected/declined electronic payment, (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
- b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on payments and regardless of when or how the obligation came about.
- c. While we do not have to, we can 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 fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In addition, Landlord's acceptance of any payment marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.
- d. You are liable for all costs or charges associated with our having to provide additional services to you or at your request and for all fees or charges as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease Agreement. Additional policies and regulations may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.
4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease Agreement, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease Agreement) as partial security for all of your obligations under this Lease Agreement. **The Security Deposit will not be our limit of damages if you violate this Lease Agreement, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease Agreement, but we can use, if we want 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 latter of (a) expiration or termination of this Lease Agreement, (b) surrender and acceptance of the Premises and (c) our receipt of written notice from you of your surrender of the Premises, to return any unused portion of the Security Deposit to you.** The return of any unused portion of the Security Deposit will be provided via US Mail or by electronic means, if available and as permitted by law. Along with that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. 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. If we sell the Apartment Community and your Security Deposit is transferred to the new Owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new Owner for return of the Security Deposit.

5. **UTILITIES.** Utilities that are furnished by the Landlord, billed back to the Resident and/or are the Resident's responsibility are outlined in the Utility Addendum. You must pay for related deposits, and any charges, fees, or services on applicable utilities. Unless we are responsible for providing and paying for utilities, you will not allow the utilities in the Apartment to be disconnected for any reason, including disconnection for nonpayment, regardless of who is the utility customer of record—until the Lease Term or Renewal period ends. Cable/satellite channels that are provided may be changed during the Lease Term if the change applies to all Residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is interrupted, you must use only battery-powered lighting. If utility charges are determined by an individual utility meter or an alternative formula, we will attach an addendum to this Lease Agreement in compliance with state agency rules or city ordinance.

Where lawful, all utilities, charges and fees of any kind under this Lease Agreement shall be considered additional Rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to Rent last. Failure to maintain utilities as required herein is a material violation of the Lease Agreement and may result in termination of tenancy, eviction and/or any other remedies under the Lease Agreement and state law. Your bills may contain charges from utility bills, property tax statements, and other appropriate sources of utility charges subject to state and/or local laws, rules, ordinances, and regulations. Where lawful, you may receive estimated bills in the event that the Apartment Community does not receive charges from the providing utility providers in a timely manner, or meters at the Apartment Community, including but not limited to sub-meters, are not able to provide accurate reads.

6. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or 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 ASSIGNEES AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL FROM ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (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 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, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE PREMISES INCLUDING THE BEDROOM, APARTMENT, 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 ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE AGREEMENT.

If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit. Resident also waives their right to a jury trial.

7. **DEFAULT AND REMEDIES.** You are in default/violation of this Lease Agreement if:
- You fail to pay Rent or any other amount owed under this Lease Agreement as and when required by this Lease Agreement;
 - You or your guest(s) violates this Lease Agreement, the Rules and Regulations or other Addendums to this Lease Agreement, any Apartment or amenity rules, or fire, health or criminal laws, regulations, and codes, regardless of whether arrest or conviction occurs. Resident's failure to comply with any term of the Lease Agreement, addenda to the Lease Agreement, community rules and/or regulations and federal, state and local laws shall be deemed to be substantial and material violation of the Lease Agreement and cause for termination of tenancy;
 - Any of the utilities which are payable by you or the other Residents of the Apartment are not paid on a timely basis or are disconnected or shut-off;
 - You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for five (5) consecutive days while unpaid Rent is due and payable);
 - You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the Lease Agreement document was tampered with or modified in any way without consent of Landlord;
 - 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, marijuana, or illegal drug paraphernalia as defined by applicable law;
 - Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
 - You create a nuisance or disturbance within the Apartment or the Apartment Community; or
 - You fail to pay any fee or charge within ten (10) days after it is levied in accordance with this Lease Agreement or the Rules and Regulations;
 - You engage in any actual violent conduct or threat of violence, whether verbally, in writing or via electronic communication, including but not limited to harassment or sexual harassment toward any roommate, Resident, Manager or Landlord's employees or agents or the general public;
 - You are a "clear and present danger to the health or safety of other tenants, the Landlord, the Landlord's employees or agents, or other persons on or within the Landlord's property" as defined by applicable law.

If you are in violation of this Lease Agreement, we can, without demand or notice (other than as provided in this paragraph 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 of the following:

- a. Collect any fee or charge imposed by the Rules and Regulations and/or outlined in the Resident Handbook;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease Agreement;
- c. Terminate your right to occupy the Premises, institute an action for eviction, without terminating the Lease Agreement or your monetary obligations for the Premises by giving you written notice providing forty-eight (48) hours for you to vacate the Premises;
- d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease Term or until a Replacement Resident has completed all necessary paperwork, submitted all fees to Manager, and Manager approves and executes the Lease Agreement;
- e. Terminate the Lease Agreement and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing twenty-four (24) hours for you to leave; and/or
- f. Report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the 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 Agreement, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

8. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY.** You agree that we may enter the Apartment or other Apartments at the Apartment Community at reasonable hours for any reasonable business purpose in accordance with applicable law, including, but not limited to: performing monthly apartment inspections, repairs, pest control, or preventative maintenance; leaving notices; removing hazards or prohibited items under the Lease Agreement; allowing entry by a law officer with a search or arrest warrant, subpoena or court order; displaying the Premises to prospective Residents, government representatives determining housing or fire ordinance compliance, prospective buyers, insurance agents, lenders, contractors, and appraisers. In an emergency situation, we may enter without notice at any time to protect life or prevent damage to the Premises. You, by placing a work order for work to be performed, authorize us to enter the Premises and the Apartment for the purposes of completing that work order in a timely manner. If Resident refuses Owner the right of entry, Resident will be held responsible for any financial losses that are sustained by the Owner. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments.
9. **FIRE OR OTHER CASUALTY.** If in our judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease Agreement within a reasonable time after such determination by giving you written notice of such termination. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease Agreement, we will, within a reasonable time, rebuild the damaged Premises. During such reconstruction we may provide temporary housing within the Premises or within a reasonable distance of the 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 Premises unless you or your guest is the cause of the fire or other casualty.
10. **SUBORDINATION.** The lien of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a Resident under this Lease Agreement. Therefore, if we violate the loan and a lender becomes the Owner of the Apartment Community, such lender may terminate this Lease Agreement or it may elect to continue this Lease Agreement. Your rights under this Lease Agreement are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules, regulations, and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules, regulations, and policies are considered to be a part of this Lease Agreement and, to the extent allowed by law, we can revise, change, amend, expand or discontinue the rules, regulations and policies at any time at our sole discretion by posting a notice for thirty (30) days on a bulletin board or other area that we designate for notices to Residents or by written notice to you.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease Agreement or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease Agreement 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 Agreement 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 therewith.
13. **RESIDENT 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. You further represent that you understand and agree that your contact information will be shared with your roommate(s) as needed for roommate matching and room assignment purposes. Further, you acknowledge that if there is a need to disclose information regarding you and/or your rental history to law enforcement; a federal, state, or local governmental body; or another third party for governmental, legal, safety, or business purposes, Manager will provide the requested information as necessary or appropriate, including when disclosure is permitted or required by law.
14. **LIABILITY OF RESIDENTS.** Each Resident of an Apartment is jointly and severally liable with the other Residents of the Apartment for all Lease Agreement obligations relating to Common Areas; however only you are liable for the Lease Agreement obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease Agreement. You are not liable for any of your fellow Resident's obligations as to their Bedroom or their Rent payable to us. Your Bedroom has been assigned to you by the Landlord. If you fail to move into the correct Bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We will not rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Damage to the Apartment Common Area spaces will be divided equally among all Residents unless one Resident claims responsibility in writing to Manager for the damages. Residents are responsible for any damage/violations caused by their guests.
15. **LIABILITY OF LANDLORD.** If we violate this Lease Agreement, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

16. **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 AGREEMENT. **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, except as otherwise provided by law, Manager and 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. Manager and 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 Manager or us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
17. **GENERAL.** With regard to all provisions of this Lease Agreement, time is of the essence (this means that timing is very important in the performance of all matters under this Lease Agreement, and all deadlines will be strictly enforced). Your execution of this Lease Agreement confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease Agreement 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 Manager and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease Agreement or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Lease Agreement obligations are to be performed in the county where the Apartment Community is located. Unless this Lease Agreement 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 the Lease Agreement will not invalidate this Lease Agreement. If any part of this Lease Agreement is not valid or enforceable, it shall not render the remainder of this Lease Agreement invalid or unenforceable.
18. **MANAGER/NOTICES.** Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease Agreement. Any notices you need to send to us under this Lease Agreement (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease Agreement by Resident to Landlord 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 American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Senior Vice President of Management Services.** Unless this Lease Agreement or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given by personal delivery, United States First Class Mail, electronically (i.e. via email to Resident's address on file) and/or via text message, subject to our rules.
19. **MODEL DISCLAIMER.** The model Apartment, including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, light fixtures and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which the Owner intends to use in the Apartment to be leased to Residents. The actual colors, styles, sizes, shapes, models, designs, materials, manufacturers and upholstery of these items in the Apartment to be leased may vary. The actual Apartment to be leased will not include the lamps, artwork, pictures, clothing, unattached appliances, accessories, other personal property and decorations contained in the model which are for display purposes only. The actual furniture provided may vary by number of beds and baths leased.
20. **INCOME AND GUARANTOR REQUIREMENTS.** Applicant must earn an annual gross income equal to three (3) times the total Rent installments as outlined on the first page of the Lease Agreement and must have qualifying credit history. Applicant must have held that employment for at least one (1) year prior to the Housing Application date. Proof of income must be supplied via two (2) recent pay stubs, four (4) if paid weekly, two (2) most recent bank statements, financial aid award, I-20, tax records or court documents. If the Applicant cannot prove income and does not meet the qualifying credit history, the Applicant must have a Guarantor sign a Guaranty Agreement, guaranteeing Resident's obligations under the Lease Agreement. The Guarantor must meet the stated income and credit history requirements. Any Applicant who cannot prove income and qualifying credit history, and cannot provide a Guarantor, must pay the sum of first and last rental installment on the first installment due date as listed on the first page of the Lease Agreement.
- By signing this Lease Agreement you agree to provide the required information within ten (10) days of the day you sign this Lease Agreement or before the Lease Agreement begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the option, but not the obligation to declare this Lease Agreement in default and market the room (s) you have contracted as described on the front page of this agreement to others. You will be responsible for the cost to market the room (s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.
21. **ROOMMATE ASSIGNMENTS.** Roommate assignments are offered as a convenience to you, and Manager assumes no liability for any claims relating in any way to roommate assignments. Manager applies the same rental criteria to all applicants, but does no investigation or background check beyond standard rental application processing. Manager makes no representations, guarantees or warranties of any type regarding the roommate assignment process, or any particular person who is assigned as your roommate.
- YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE OWNER AND MANAGER FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL OWNER 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 OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT OWNER AND MANAGER MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU 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.
22. **RENTAL PROHIBITED.** You agree not to rent or offer to rent all or any part of the Premises to anyone else. You agree not to accept anything of value from anyone else for the use of any part of the Premises. You agree not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for Rent.
23. **INSURANCE.** Resident agrees to maintain the required insurance coverages described in the attached **Required Insurance Addendum to Lease Agreement.**
24. **SERVICE REQUESTS.**

We offer twenty-four (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 during posted Manager 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).

25. PERSONAL SAFETY/SECURITY ACKNOWLEDGMENT AND RELEASE.

BY EXECUTION OF THE LEASE AGREEMENT, RESIDENT AGREES AS FOLLOWS:

Your initials at the end of this personal safety/security acknowledgement and release indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors and/or carbon monoxide detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access 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 Manager and 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 have read, understand and agree to these notices and acknowledgements as well as those contained in the Safety Guidelines and/or any other rules and regulations regarding safety and/or security. 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. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.**

Resident Initials

26. WIRELESS TELEPHONE CONTACT CONSENT. Resident hereby grants express written consent to authorize Landlord, and our successors, assignees, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Resident will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Resident may receive approximately ten (10) messages per month.

Resident authorizes any and all communication methods described in this consent even if Resident will incur a fee or a cost to receive such communications. Message and data rates may apply. Resident further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Resident. Resident can change and manage this information in the Resident Portal Account.

Resident understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit www.americancampus.com. Resident represents that they have read and agreed to the Terms of Use and Privacy Policy available at www.americancampus.com.

Resident may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: optout@americancampus.com, or by any other reasonable means.

Resident must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

I accept

I decline

Resident Phone Number Provided via Housing Application: 1 (469) 785-9028

27. REQUIRED METHOD OF CONTACT. Resident must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with your Lease Agreement or such services to be provided in the future by any Authorized Entities in connection with your Lease Agreement. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your immediate attention and other matters in connection with your Lease Agreement, as permitted by applicable law. Resident acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Resident has opted- out of promotional SMS text messages and/or email in accordance with section 26 hereinabove.

in addition, you further expressly consent and authorize any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Resident further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term. Changes to this information can be maintained in your Resident Portal Account.

- 28. PROPERTY LEFT IN PREMISES.** All of your personal property in the Premises (except property statutorily exempt by Section 54.042 of the Texas Property Code) is subjected to a contractual lien to secure payment of delinquent Rent. In order to exercise contractual lien rights, we may peacefully enter the Premises (and any storerooms) and remove and store all such property; provided, however, written notice of entry must be left afterward in the Premises in a conspicuous place, along with a list of items removed. If you are absent from the Premises for five (5) consecutive days during the Lease Term, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in the abandoned Premises (and all of your personal property located elsewhere in the Apartment) shall also be deemed to be abandoned. We shall have the right to dispose of all abandoned personal property by throwing the property away, giving the property to charity or by selling the property in accordance with the procedures set forth below. We shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after ten (10) days' written notice of time and place of same is sent certified mail, return receipt requested, to you at the address of the Apartment or at any forwarding address given by you to us in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness; and surplus, if any, shall be mailed to you at the above address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject us to any liability.
- 29. MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Agreement if you demonstrate that you meet the requirements under the Servicemembers Civil Relief Act and any applicable state law. Generally, you may terminate the Lease Agreement if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Agreement if:
- (1) You are (i) a member of the U.S. Armed Forces or reserves on active duty, or (ii) a member of the National Guard called to active duty for more than thirty (30) days in response to a national emergency declared by the President; and
 - (2) You receive orders for permanent change-of-station, or receives orders to deploy with a military unit or as an individual in support of a military operation for ninety (90) days or more.

After you deliver to us your written termination notice, the Lease Agreement will be terminated under this military clause thirty (30) days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we will return your Deposit, less lawful deductions. For the purposes of this Lease Agreement, orders described in (2) above will only release the Resident who qualifies under (1) and (2) above and receives the orders during the Lease Term and such Resident's spouse or legal dependents living in the Resident's household. A co-Resident who is not your spouse or dependent cannot terminate under this military clause.

- 30. NOTICE FOR DWELLINGS LOCATED IN FLOODPLAINS.** Landlord is not aware that the dwelling you are renting is located in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- 31. PHOTOGRAPHS AND VIDEOS.** You consent to our use of photographs and/or video images of you and the Premises, including those taken at functions or events sponsored by the Apartment Community, for the purpose of advertising the Apartment Community or other similar communities owned or operated by us. We may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. You consent to the publication of these images and waive any claims against us for use of such images.
- Commercial photography and filming are prohibited within the Apartment Community. Lawful photography and filming for personal use is permitted with prior permission; however, no Apartment Community name, logos or trademarks may be visible.
- 32. SEVERABILITY.** If any provision of this Lease Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease Agreement or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement.
- 33. VIRUS/PANDEMIC DISEASE WARNING AND WAIVER.** Due to the inherent risk of exposure to COVID-19 and/or other virus strains, and pandemic diseases (collectively "Viruses") on the Premises, Residents must follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death; always assume that anyone could have a Virus.

Resident acknowledges and agrees that neither the Owner nor Manager have made any advertised, verbal, or written representations, guaranties, or warranties, either express or implied, that any portion of the Apartment Community is safe or free from Viruses or that measures adopted or followed to meet governing health Guidelines when performing basic operations are or will be provided to or for Resident that will prevent Viruses from occurring in or around the Apartment Community.

Although the Owner and Manager will follow the state and local Guidelines to reduce exposure to Viruses, Resident agrees and understands such steps will not prevent exposure to Viruses. Exposure may occur regardless of steps taken to comply with issued Guidelines.

Resident is responsible to exercise care and caution for their own safety when using the recreational facilities and/or amenities of the Apartment Community. Resident acknowledges and agrees that the Owner and Manager have no statutory or contractual duty to keep the Common Areas of the Apartment Community safe or free from Viruses.

Resident expressly waives and releases Owner or Manager from any liability to Resident for damage or injury sustained or any negligence claim based on alleged acts of other Residents, Occupants, or Guests pertaining to any condition, defect, action, or failure to act in the Common Areas of the Apartment Community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent the presence of Viruses in or around the Apartment Community.

Resident acknowledges and agrees that Owner and Manager are not required by law to provide written or verbal notices to the Resident of illness or death related to Viruses in or around the Apartment Community other than a notice required to be posted under the Guidelines which may specify posting a notice at certain recreational facilities and/or amenities in the Apartment Community.

Owner's or Manager's decision to provide an additional or voluntary advisory or notice of Viruses does not create a legal or contractual duty on the part of the Owner and Manager to investigate or provide information to Resident regarding other instances of Viruses that occur at the Apartment Community nor to continue giving such notices in the future.

34. **EARLY TERMINATION OF LEASE AGREEMENT.** Resident acknowledges there is no right to early termination of the Lease Agreement and Resident will not be released from this Lease Agreement for any reason, including, but not limited to, school changes including voluntary or involuntary withdrawal or transfer, job changes including voluntary or involuntary separation or transfer, marriage, separation, divorce, reconciliation, loss of roommates or occupants, bad health, viruses, pandemic diseases and/or the Apartment Community is sold. However, Resident may have special statutory rights under state law to terminate the Lease Agreement in certain situations involving family violence, certain sexual offenses, stalking, or a military deployment or transfer by providing the required proof per state law and company policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.

35. **CLASS ACTION WAIVER.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and *you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE AGREEMENT, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE AGREEMENT.

36. **PRIVACY POLICY.** By initialing in the space provided, you acknowledge that you have received notice of the Privacy Policy available at www.AmericanCampus.com.

37. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease Agreement:

UTILITY AND FEE ADDENDUM

UTILITIES AND SERVICES: Owner agrees to furnish services listed below. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Starting Date of the Lease Term. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the term of this Lease Agreement. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers or for Resident's use of the Internet. Resident must separately pay for all charges for local and long distance phone service, additional or private lines, information and 911 calls.

Utilities and Services: Owner will pay for the following items, if marked:

- gas
- water
- wastewater
- electricity
- trash
- recycling
- cable/satellite
- internet
- Pest Control
- stormwater/drainage
- other _____

Conservation Cap (if applicable) \$25.00.

All other utilities will be billed to the Resident as detailed below.

Resident will be charged for the full period of time from the Starting Date of the Lease Term in the Lease Agreement until the Ending Date of the Lease Term, regardless of whether Resident physically occupies the Apartment. The billing methods described above may be changed by Owner by providing Resident with prior written notice as required under applicable law and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

Payments: If it is necessary for Owner to pay any costs or repairs due to Resident's failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the Ending Date of the Lease Term of this Lease Agreement, then Resident, subject to applicable law will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as additional Rent. Resident is responsible for paying for all utilities that are in Resident's name during the term of the Lease Agreement even if Resident moves out prior to the Ending Date of the Lease Term. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with Resident's roommates to Owner for such charges which shall be considered additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Apartment and in accordance with any applicable utility billing laws and regulations. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as additional Rent unless prohibited under applicable law. Utility bills will be issued by Zego, unless otherwise notified by the Landlord. You must pay your monthly bill by the due date contained in your monthly utility statement.

Accounts: Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all Residents in the Apartment agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease Agreement term, Resident must notify Owner in writing. No change in billing options is permitted until all Residents have paid all amounts due under the current option.

ELECTRICITY:**Direct Meter with Cap:**

Electricity: Owner will remain the customer of record for electricity. The local electricity provider measures electric usage in each Apartment and bills Owner directly for such charges. The bill will be sent to Resident by a third-party billing provider. Electricity charges for each Apartment will be divided equally by the number Residents with an executed lease agreement in each Apartment to come up with each Resident's charge. Resident agrees that Owner may estimate any and all utility charges upon Resident's move-out (or at any other time) and such amounts shall be deemed final.

CONSERVATION CAP: Owner will bill Resident for all electricity charges but will give Resident a credit up to a maximum of the Conservation Cap for electricity. Your monthly bill will cover only electricity consumed within your Apartment which exceeds the Conservation Cap for electricity. In the event the electricity charges for the Apartment exceed the Conservation Cap for electricity in a month, then Owner shall bill each of the Residents of the Apartment an equal share of the overage, which shall be deemed Rent for the following month. In the event the monthly charges are less than the Conservation Cap for electricity listed above, no refund or credit will be applied to your account, but you will not incur any electricity charges due for that month. You must pay your monthly bill by the due date contained in your monthly utility statement. Resident agrees that Owner may estimate any and all utility charges upon Resident's move-out (or at any other time) and such amounts shall be deemed final.

Right to examine records. You may examine our electrical bills from the utility company and our calculations relating to the monthly allocation of the electricity bills during regular weekday office hours. While it is not required, please give us reasonable advance notice to gather the data.

ALLOCATION OF SERVICES AND GOVERNMENT FEES:

Reason for allocation. Landlord receives bills for services provided to Residents and charges for various governmental fees. These are direct costs that the Apartment Community incurs. In order to help control the cost of Rent, the Landlord has chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While the Landlord may impose a nominal fee to help recover our costs in administering these bills, Landlord does not add any other costs to these bills and make no profit off of them. Resident agrees that if a city, utility or other local government agency implements such a fee or service charge during the term of this Lease Agreement, Owner may begin to bill Resident for such fee or service charge upon thirty (30) days' written notice.

Services and governmental fees allocated. Landlord will allocate the following services and governmental fees:

- Cable/satellite television
- Stormwater/drainage
- Trash removal/recycling

- Street repair/maintenance fee
- Emergency services fee
- Conservation district fee
- Inspection fee
- Registration/license fee
- Pest Control
- Other
- Other
- Other
- Other
- Other

Allocation procedures. Resident agrees to the system of allocating the fees and costs listed above as described below. During the Lease Term, Landlord is authorized to allocate the monthly cost for the items listed above for the Apartment Community. Resident's monthly Rent under the Lease Agreement does *not* include a charge for these costs. Instead, you will be receiving a separate bill from us for such service and will be considered Rent owed. The formula for allocating the monthly cost of the items listed above for Resident's Apartment will be on the basis of:

- the number of Residents with an executed lease agreement in the Apartment Community

Pest Control. Owner shall provide the following services with regard to pest control: monitoring, extermination and treatment of routine pest activity as set forth in Owner's agreement with its pest control vendor or otherwise subject to Owner's sole discretion. You agree to pay a proportional share of monitoring, exterminating and treating routine pest activity if listed above. The phrase "routine pest activity" shall not include activity that requires more than one treatment by the pest control vendor in a thirty (30) day period or any activity related to bed bugs, fleas, or lice. This monthly charge shall not relieve Resident of any responsibility for the cost associated with additional or special treatment of the Apartment, or costs for which Resident is responsible pursuant to the terms of the Lease Agreement.

Administrative Fee. Resident will receive monthly billing statements. Monthly billing statements will include a bill processing fee of \$3.00. The fee represents the reasonable value of services provided by Owner, or the billing company of Owner's choosing to allocate the above costs to the responsible parties, provide billing, and process payments. The monthly processing fee is subject to change upon sixty (60) days' written notice of increase sent by first class mail to Resident.

Resident Signature

Date



Resident Printed Name

§24.275. General Rules and Definitions.

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.
- (c) Definitions. The following words and terms, when used in this subchapter, have the defined meanings, unless the context clearly indicates otherwise.
- (1) Allocated utility service -- Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.
 - (2) Apartment house -- A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more.
 - (3) Condominium manager -- A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.
 - (4) Customer service charge -- A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
 - (5) Dwelling unit -- One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
 - (6) Dwelling unit base charge -- A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
 - (7) Manufactured home rental community -- A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
 - (8) Master meter -- A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
 - (9) Multiple use facility -- A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
 - (10) Occupant -- A tenant or other person authorized under a written agreement to occupy a dwelling.
 - (11) Overcharge -- The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.
 - (12) Owner -- The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.
 - (13) Point-of-use submeter -- A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.
 - (14) Submetered utility service -- Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
 - (15) Tenant -- A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
 - (16) Undercharge -- The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Underbilling have the same meaning.
 - (17) Utility costs -- Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.
 - (18) Utility service -- For purposes of this subchapter, utility service includes only drinking water and wastewater.

§24.277. Owner Registration and Records.

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:
- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
 - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
- (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
 - (2) a current and complete copy of this subchapter;
 - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;

- (4) information or tips on how tenants can reduce waterusage;
- (5) the bills from the retail public utility to the owner;
- (6) for allocated billing:
 - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
 - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.281(e)(2) of this title (relating to Charges and Calculations); and
 - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
- (7) for submetered billing:
 - (A) the calculation of the average cost per gallon, liter, or cubic foot;
 - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
 - (C) all submeter readings; and
 - (D) all submeter test results;
- (8) the total amount billed to all tenants each month;
- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeters permanently removed from service.
- (g) Availability of records.
 - (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
 - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
 - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
 - (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§24.279. Rental Agreement.

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
 - (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
 - (2) which utility services will be included in the bill issued by the owner;
 - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
 - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
 - (5) if not submetered, a clear description of the formula used to allocate utility services;
 - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
 - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
 - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
 - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.281(d)(3) of this title (relating to Charges and Calculations) that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:
 - (1) equipment failures; or
 - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

§24.281. Charges and Calculations.

Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

- (a) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (b) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (c) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
 - (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:

(A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or

(B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437f); and final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.

(a) Calculations for allocated utility service.

(1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:

(A) dwelling unit base charges or customer service charge, if applicable; and

(B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:

(i) if all common areas are separately metered or submetered, deduct the actual common area usage;

(ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;

(iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or

(iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(I) dwelling unit with one occupant = 1;

(II) dwelling unit with one occupant = 1;

(III) dwelling unit with two occupants = 1.6;

(IV) dwelling unit with three occupants = 2.2; or

(V) dwelling unit with more than three occupants

= 2.2 + 0.4 per each additional occupant over three; or

(iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

(I) dwelling unit with an efficiency = 1;

(II) dwelling unit with one bedroom = 1.6;

(III) dwelling unit with two bedrooms = 2.8;

(IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or

(iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage.

The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;

(C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the area of the individual rental space divided by the total area of all rental spaces; and

(D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the square footage of the rental space divided by the total square footage of all rental spaces.

If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. The owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.

(d) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection

(e) of this section shall immediately provide notice as required under §24.279(c) of this title (relating to Rental Agreement) and either:

- (1) adopt one of the methods in subsection (e) of this section; or
- (2) install submeters and begin billing on a submetered basis; or
- (3) discontinue billing for utility services.

§24.283. Billing.

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.

(b) Rendering bill.

(1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.

(2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(d) Billing period.

(1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.

(2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.

(e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.

(f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:

(1) total amount due for submetered or allocated water;

(2) total amount due for submetered or allocated wastewater;

(3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;

(4) total amount due for water or wastewater usage, if applicable;

(5) the name of the retail public utility and a statement that the bill is not from the retail public utility;

(6) name and address of the tenant to whom the bill is applicable;

(7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and

(8) name, address, and telephone number of the party to whom payment is to be made.

(g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:

(1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;

(2) the cost per gallon, liter, or cubic foot for each service provided; and

(3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.

(h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.

(i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.

(j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.

(k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.

(l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.

(m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

§24.285. Complaint Jurisdiction.

(a) Jurisdiction. The commission has exclusive jurisdiction for violations under this subchapter.

(b) Complaints. If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

§24.287. Submeters or Point-of-Use Submeters and Plumbing Fixtures.

(a) Submeters or point-of-use submeters.

- (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
- (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
- (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
- (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch water submetering systems.
- (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
 - (A) an identifying number;
 - (B) the installation date (and removal date, if applicable);
 - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
 - (D) copies of all tests; and
 - (E) the current location of the submeter or point-of-use submeter.
- (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
 - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
 - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.
 - (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters.
 - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
 - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
 - (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
 - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
 - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
 - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
 - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

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Subchapter G. SUBMETERING.

§25.142. Submetering for Apartments, Condominiums, and Mobile Home Parks.

- (a) **Purpose.**
This section implements Texas Utilities Code §184.014.
- (b) **Definitions.** The following words and terms, when used in this section, shall have the following meanings, unless the context clearly indicates otherwise.
- (1) **Apartment house** -- One or more buildings containing more than five dwelling units, each of which is rented primarily for non-transient use with rent paid at intervals of one week or longer. The term includes a rented or owner-occupied residential condominium.
 - (2) **Dwelling unit** -- One or more rooms suitable for occupancy as a residence and that contain kitchen and bathroom facilities, or a mobile home in a mobile home park.
 - (3) **Master meter** -- A meter used to measure, for billing purposes, all electric usage of an apartment house or mobile home park, including common areas, common facilities, and dwelling units.
 - (4) **Month or monthly** -- The period between any two consecutive meter readings by the utility, either actual or estimated, at approximately 30-day intervals.
 - (5) **Owner** -- Any owner, operator, or manager of any apartment house or mobile home park engaged in electric submetering.
 - (6) **Electric submetering** -- Individual dwelling unit metering of electric service performed by the owner.
- (c) **Records and reports.**
- (1) The owner shall maintain and make available for inspection by the tenant the following records:
 - (A) the billing from the utility or retail electric provider to the apartment owner for the current month and the 12 preceding months;
 - (B) the calculation of the average cost per billing unit, *i.e.*, kilowatt-hour for the current month and the 12 preceding months;
 - (C) all submeter readings and tenant billings for the current month and the 12 preceding months;
 - (D) all submeter test results for the current month and the 12 preceding months.
 - (2) Records shall be made available at the resident manager's office during reasonable business hours or, if there is no resident manager, at the dwelling unit of the tenant at the convenience of both the apartment owner and tenant.
 - (3) All records shall be made available to the commission upon request.
- (d) **Billing.** All rental agreements between the owner and the tenants shall clearly state that the dwelling unit is submetered, that the bills will be issued thereon, that electrical consumption charges for all common areas and common facilities will be the responsibility of the owner and not of the tenant, and that any disputes relating to the computation of the tenant's bill and the accuracy of the submetering device will be between the tenant and the owner. Each owner shall provide a tenant, at the time the lease is signed, a copy of this section or a narrative summary as approved by the commission to assure that the tenant is informed of his rights and the owner's responsibilities under this section.
- (1) **Rendering and form of bill.**
- (A) Bills shall be rendered for the same billing period as that of the electric utility, generally monthly, unless service is rendered for less than that period. Bills shall be rendered as promptly as possible following the reading of the submeters. The submeters shall be read within three days of the scheduled reading date of the electric utility's master meter.
 - (B) The billing unit shall be that used by the electric utility in its billing to the owner.

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- (C) The owner shall be responsible for determining that the energy billed to any dwelling unit shall be only for that submetered and consumed within that unit.
- (D) Submetered billings shall not be included as part of the rental payment or as part of billings for any other service to the tenant. A separate billing must be issued or, if issued on a multi-item bill, submetered billing information must be separate and distinct from any other charges on the bill and conform to information required in subparagraph (H) of this paragraph. The submetered bill must clearly state "submetered electricity."
- (E) The bill shall reflect only submetered usage. Utility consumption at all common facilities will be the responsibility of the owner and not of the tenant. Allocation of central systems for air conditioning, heating and hot water is not prohibited by this section as set forth in §25.141 of this title (relating to Central System or Nonsubmetered Master Metered Utilities).
- (F) The owner shall not impose any extra charges on the tenant over and above those charges which are billed by the retail electric provider or utility to the owner. The bill may not include a deposit, late penalty, reconnect charge, or any other charges unless otherwise provided for by these sections.
 - (i) A one-time penalty not to exceed 5.0% may be made on delinquent accounts. If the penalty is applied, the bill shall indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease which states the exact dollar or percentage amount of the late penalty.
 - (ii) In a mobile home park a reconnect fee may be applied for a mobile home not leased by the mobile home park owner if service to the pad site tenants disconnected for non-payment of submetered bills in accordance with subsection

(c)(1) of this section. Such reconnect fee shall be calculated based on the average actual cost to the owner for the expenses associated with the reconnection, but under no circumstances shall exceed \$10. No reconnect charge may be applied unless agreed to by the tenant in a written lease which states the exact dollar amount of such reconnect charge.

- (G) The tenant's submeter bills shall be calculated in the following manner: after the electric bill is received from the utility or retail electric provider, the owner shall divide the net total charges for electrical consumption, plus applicable tax, by the total number of kilowatt-hours to obtain an average cost per kilowatt-hour. The average kilowatt-hour cost shall then be multiplied by each tenant's kilowatt-hour consumption to obtain the charge to the tenant. The computation of the average cost per kilowatt-hour shall not include any penalties charged by the utility or the retail electric provider to the owner for disconnect, reconnect, late payment, or other similar service charges.
- (H) The tenant's electric submeter bill shall show all of the following information:
- (i) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;
 - (ii) the number of billing units metered;
 - (iii) the computed rate per billing unit;
 - (iv) the total amount due for electricity used;
 - (v) a clear and unambiguous statement that the bill is not from the utility or retail electric provider, which shall be named in the statement;
 - (vi) the name and address of the tenant to whom the bill is applicable;
 - (vii) the name of the firm rendering the submetering bill and the name or title, address, and telephone number of the person or persons to be contacted in case of a billing dispute;

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- (viii) the date by which the tenant must pay the bill; and
 - (ix) the name, address, and telephone number of the party to whom payment is to be made.
- (2) **Due date.** The due date of the bill shall not be less than seven days after issuance. A bill for submetered service is delinquent if not received by the party indicated on the bill by the due date. The postmark date, if any, on the envelope of the bill or on the bill itself shall constitute proof of the date of issuance. An issuance date on the bill shall constitute proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.
- (3) **Disputed bills.** In the event of a dispute between the tenant and the owner regarding any bill, the owner shall promptly make an investigation as shall be required by the particular case, and report the results to the tenant. The investigation and report shall be completed within 30 days from the date the tenant notified the owner of the dispute.
- (4) **Tenant access to records.** The tenants of any dwelling unit whose electrical consumption is submetered shall be allowed by the owner to review and copy the master billing for the current month's billing period and for the 12 preceding months, and all submeter readings of the entire apartment house or mobile home park for the current month and for the 12 preceding months.
- (5) **Estimated bills.** Estimated bills shall not be rendered unless the meter has been tampered with or is out of order, and shall be distinctly marked "estimated bill".
- (6) **Overbilling and underbilling.** If submetered billings are found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment shall be made for the entire period of the overcharges. If the tenant was undercharged, the owner may backbill the tenant for the amount which was underbilled. The backbilling is not to exceed six months unless the owner can produce records to identify and justify the additional amount of backbilling. If the underbilling is \$50 or more, the owner shall offer to the tenant a deferred payment plan option, for the same length of time as that of the underbilling. However, in a mobile home park, the mobile home park owner may not disconnect electric service to a mobile home not leased by the mobile home park owner if the pad site tenant fails to pay charges arising from an underbilling more than six months prior to the date the tenant was initially notified of the amount of the undercharges and the total additional amount due. Furthermore, adjustments for usage by a previous tenant may not be backbilled to the current tenant.
- (7) **Level and average payment plans.** An owner may offer a level payment plan or average payment plan consistent with this paragraph.
- (A) The payment plan may be one of the following methods:
- (i) A level payment plan allowing eligible tenants to pay on a monthly basis a fixed billing rate of one-twelfth of that tenant's estimated annual consumption at the appropriate rates, with provisions for quarterly adjustments as may be determined based on actual usage.
 - (ii) An average payment plan allowing tenants to pay on a monthly basis one-twelfth of the sum of that tenant's current month's consumption plus the previous 11 month's consumption (or an estimate thereof, for a new customer) at the appropriate customer class rates, plus a portion of any unbilled balance. Provisions for annual adjustments as may be determined based on actual usage shall be provided. If at the end of a year the owner determines that he has collected an amount different than he has been charged by the utility or retail electric provider, the owner must refund any overcollection and may surcharge any undercollection over the next year.

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- (B) Under either of the plans outlined in subparagraph (A) of this paragraph the owner is prohibited from charging the tenant any interest that may accrue. Any seasonal overcharges or undercharges will be carried by the owner of the complex.
- (C) A mobile home park owner may disconnect service to a mobile home not leased by the mobile home park owner, pursuant to subsection (e) of this section, if the pad site tenant does not fulfill the terms of a level payment plan or an average payment plan.
- (D) The owner may collect a deposit from all tenants entering into level payment plans or average payment plans; the deposit will not exceed an amount equivalent to one-sixth of the estimated annual billing. Notwithstanding any other provision in these sections, the owner may retain said deposit for the duration of the level or average payment plan; however, the owner shall pay interest on the deposit as is provided in §25.24 of this title (relating to Credit Requirements and Deposits).
- (e) **Discontinuance of electric service.**
- (1) **Application.** This subsection applies only to mobile homes in a mobile home park that are not leased by the mobile home park owner. Disconnection of any other dwelling unit by the owner is governed by Texas Property Code §92.008(b).
- (2) **Disconnection for delinquent bills.**
- (A) Electric service may be disconnected only for nonpayment of electric bills. A pad site tenant's electric service may be disconnected if a bill has not been paid within 12 days from the date of issuance and proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least five days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The notice shall include the office or street address where a tenant can go during normal working hours to make arrangements for payment of the bill and for reconnection of service.
- (B) Under these provisions, a pad site tenant's electric service may be discontinued only for nonpayment of electric service.
- (3) **Disconnection on holidays or weekends.** Unless a dangerous condition exists, or unless the pad site tenant requests disconnection, electric service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the mobile home park are not available for the purpose of making collections and reconnecting electric service.
- (4) **Disconnection under special circumstances.**
- (A) **Disconnection of ill and disabled.** A mobile home park owner shall not disconnect electric service to a pad site tenant when that tenant establishes that disconnection of electric service will cause some person residing at the tenant's mobile home to become seriously ill or more seriously ill;
- (i) Each time a pad site tenant seeks to avoid disconnection of electric service under this subparagraph, the tenant must accomplish all of the following by the stated date of disconnection:
- (I) have the person's attending physician (for purposes of this subsection, the term "physician" shall mean any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact the mobile home park owner by the stated date of disconnection;

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- (I) have the person's attending physician submit a written statement to the mobile home park owner; and
- (II) enter into a deferred payment plan.
- (ii) The prohibition against electric service termination provided by this subparagraph shall last 63 days from the issuance of the electric bill or a shorter period agreed upon by the mobile home park owner and the customer or physician.
- (B) **Disconnection of energy assistance clients.** A mobile home park owner shall not disconnect electric service to a pad site tenant for a billing period in which the mobile home park owner receives a pledge, letter of intent, purchase order, or other notification that the energy assistance provider is forwarding sufficient payment to continue service; and
- (C) **Disconnection during extreme weather.** A mobile home park owner shall not disconnect electric service to a pad site tenant on a day when:
 - (i) the previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours, according to the nearest National Weather Service (NWS) reports; or
 - (ii) the NWS issues a heat advisory for any county in which the mobile home park is located, or when such advisory has been issued on any one of the preceding two calendar days.
- (f) **Submeters.**
 - (1) **Submeter requirements.**
 - (A) **Use of submeter.** All electrical energy sold by an owner shall be charged for by meter measurements.
 - (B) **Installation by owner.** Unless otherwise authorized by the commission, each owner shall be responsible for providing, installing, and maintaining all submeters necessary for the measurement of electrical energy to its tenants.
 - (2) **Submeter records.** Each owner shall keep the following records:
 - (A) **Submeter equipment record.** Each owner shall keep a record of all of its submeters, showing the tenant's address and date of the last test.
 - (B) **Records of submeter tests.** All submeter tests shall be properly referenced to the submeter record provided in this section. The record of each test made shall show the identifying number of the submeter, the standard meter and other measuring devices used, the date and kind of test made, by whom made, the error (or percentage of accuracy), and sufficient data to permit verification of all calculations.
 - (3) **Submeter unit indication.** Each meter shall indicate clearly the kilowatt-hours consumed by the tenant.
 - (4) **Submeter tests on request of tenant.** Each owner shall, upon the request of a tenant, and if the tenant so desires, in the tenant's or the tenant's authorized representative's presence, make a test of the accuracy of the tenant's submeter. The test shall be made during reasonable business hours at a time convenient to the tenant desiring to observe the test. If the submeter tests within the accuracy standards for self-contained watt-hour meters as established by the latest edition of American National Standards Institute, Incorporated, (ANSI), Standard C12 (American National Code for Electricity Metering), a charge of up to \$15 may be charged the tenant for making the test. However, if the submeter has not been tested within a period of one year, or if the submeter's accuracy is not within the appropriate accuracy standards, no charge shall be made to the tenant for making the test. Following completion of any requested test, the owner shall promptly advise the tenant of the results of the test.

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- (5) **Bill adjustment due to submeter error.** If any submeter is found not to be within the accuracy standards in subsection (f)(4) of this section proper correction shall be made of previous readings. An adjusted bill shall be rendered in accordance with subsection (d)(6) of this section. If a submeter is found not to register for any period, unless bypassed or tampered with, the owner may make a charge for units used, but not metered, for a period not to exceed one month based on amounts used under similar conditions during periods preceding or subsequent thereto, or during the corresponding period in previous years.
- (6) **Bill adjustment due to conversion.** If, during the 90-day period preceding the installation of meters or submeters, an owner increases rental rates, and such increase is attributable to increased costs of electric service, then such owner shall immediately reduce the rental rate by the amount of such increase and shall refund all of the increase that has previously been collected within the 90-day period.
- (7) **Location of submeters.** Submeters, service switches, or cut-off valves in conjunction with the submeters shall be installed in accordance with the latest edition of ANSI, Standard C12, and will be readily accessible for reading, testing, and inspection, with minimum interference and inconvenience to the tenant.
- (8) **Submeter testing facilities and equipment.**
 - (A) **Qualified expert.** Each owner engaged in electric submetering shall engage an independent qualified expert to provide such instruments and other equipment and facilities as may be necessary to make the submeter tests required by this section. Such equipment and facilities shall generally conform to the ANSI, Standard C12, unless otherwise prescribed by the commission, and shall be available at all reasonable times for the inspection by its authorized representatives.

- (B) **Portable standards.** Each owner engaged in electrical submetering shall, unless specifically excused by the commission, provide or utilize a testing firm which provides portable test instruments as necessary for testing billing submeters.
 - (C) **Reference standards.** Each owner shall provide or have access to suitable indicating instruments as reference standards for insuring the accuracy of shop and portable instruments used for testing billing submeters.
 - (D) **Testing of reference standards.** All reference standards shall be submitted once each year or on a scheduled basis approved by the commission to a standardizing laboratory of recognized standing, for the purpose of testing and adjustment.
 - (E) **Calibration of test equipment.** All shop and portable instruments used for testing billing submeters shall be calibrated by comparing them with a reference standard atleast every 120 days during the time such test instruments are being regularly used. Test equipment shall at all times be accompanied by a certified calibration card signed by the proper authority, giving the date when it was last certified andadjusted. Records of certifications and calibrations shall be kept on file in the officeof the owner.
- (9) **Accuracy requirements for submeters.**
- (A) **Limits.** No submeter that exceeds the test calibration limits for self-contained watt-hour meters as set by the ANSI, Standard C12, shall be placed in service or left in service. All electrical current transformers, potential transformers, or other such devices used in conjunction with an electric submeter shall be considered part of the submeter and must also meet test calibration and phase angle limits set by the ANSI Standard C12 and the ANSI Standard C57.13 for revenue billing. A nameplate shall be attached to each transformer and shall include or refer to calibration and phase angle data and other information required by the ANSI Standard C12 and the ANSI Standard C57.13 for revenue billing. Whenever on installation, periodic, or other tests, an electric submeter or transformer is found to exceed these limits, it shall be adjusted, repaired, or replaced.

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- (B) **Adjustments.** Submeters shall be adjusted as closely as possible to the condition of zero error. The tolerances are specified only to allow for necessary variations.
- (10) **Submeter tests prior to installation.** No submeter shall be placed in service unless its accuracy has been established. If any submeter is removed from actual service and replaced by another submeter for any purpose whatsoever, it shall be properly tested and adjusted before being placed in service again.
- (11) **Testing of electric submeters in service.** Standard electromechanical single stator watt- hour meters with permanent braking magnets shall be tested in accordance with the ANSI Standard C12 for periodic, variable interval, or statistical sampling testing programs. All other types of submeters shall be tested at least annually unless specified otherwise by the commission.
- (12) **Restriction.** Unless otherwise provided by the commission, no dwelling unit in an apartmenthouse or mobile home park may be submetered unless all dwelling units are submetered.
- (13) **Same type meters required.** All submeters which are served by the same master meter shall be of the same type, such as induction or electronic.

REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and made part of the Lease Agreement effective for the Lease Term beginning Fall 2023. Resident is required to maintain and provide to Manager evidence of the following minimum required insurance coverage for the Premises for the entire duration of the Lease Term:

- \$100,000 Limit of Liability policy covering Resident’s legal liability for damage to the Landlord’s property for no less than the following causes of loss: fire, smoke, explosion, water damage or backup or overflow of sewer, drain or sump.
- The policy must also list Landlord as an additional interest or interested party using the contact information provided: American Campus Communities, LLC. c/o LeaseTrack PO BOX 38060 Albany, NY 12203

Resident is required to furnish Manager acting on behalf of the Landlord, with the evidence of minimum required insurance prior to occupancy of leased Premises and at the time of each lease renewal period.

If at any time during the Lease Term Resident does not have the minimum required insurance, Resident is in breach of the Lease Agreement. If a breach of the Lease Agreement occurs before occupancy of the Premises, Landlord may immediately terminate the Lease Agreement and refuse to give possession of the unit. If Resident has taken possession of the unit, Landlord will provide notice of the breach, which Resident will have 15 days to cure. Upon failure to cure the breach, Landlord shall have, in addition to any other rights under the Lease Agreement, this Addendum, or applicable laws, the right to terminate the Lease Agreement or the right to purchase the minimum required insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain minimum required insurance or broader coverage from an insurance agent or insurance company of Resident’s choice. If Resident furnishes Manager evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Resident does not maintain minimum required insurance, the insurance requirement of this Lease Agreement will be satisfied by Landlord, who will schedule the Resident’s unit for coverage under the **Landlord Required Legal Liability** insurance policy (“LLL”). The carrier, coverage, and agent utilized for the LLL shall be at the sole option of Landlord, and the coverage provided under the LLL will provide the minimum required insurance coverage listed above. If Resident’s unit is covered under the LLL, an amount equal to the total cost of the LLL coverage (premium, taxes, and Administrative Expense Fee) shall be charged to Resident by the Landlord, and shall be considered Additional Rent due under the Lease Agreement to the extent permitted by law, and Resident agrees to reimburse Landlord for such fees.

Resident acknowledges and agrees that:

1. LLL is designed to fulfill the minimum insurance requirement of the Lease Agreement. Landlord is the Insured under the LLL. Resident is not the Insured under the LLL policy and therefore Resident is afforded no individual protection or coverage for losses under the LLL policy. Landlord and Resident are not co-insureds under the same liability policy at any time during the Lease Term.
2. **LLL coverage is not personal liability insurance or renters’ insurance.** Resident is responsible for obtaining Resident’s own property, casualty, and liability insurance. All property kept or stored on the Premises shall be at Resident’s own risk and Resident agrees to indemnify and hold Landlord harmless from any injury, loss, claims, demands, suits or judgments arising out of damages to same, including claims by Resident’s insurance carrier, to the fullest extent permissible by law. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER’S INSURANCE.** Resident acknowledges that the LLL does **NOT** cover the Resident’s personal property (contents of the unit) nor additional living expenses due to displacement or liability arising out of bodily injury to any third party, to the fullest extent permitted by law. Resident understands that if Resident currently carries Renter’s Insurance proof of the policy must be provided to the Manager prior to move-in inclusive of the declaration page and proof of Landlord being named as an interested party.
3. Resident acknowledges that Landlord and Manager have no liability for any damage or loss to Resident’s personal property to the fullest extent permitted by law.
4. Coverage under the LLL policy may be more expensive than the cost of minimum required insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the minimum required insurance under this Lease Agreement.
5. Licensed insurance agents may receive a commission on the LLL policy.
6. The total cost to the Resident for the Landlord obtaining LLL coverage shall be \$12.00 per monthly rental installment, and shall be considered Additional Rent due under the Lease Agreement to the extent permitted by law. This includes premium payable to the LLL insurer, which includes taxes and fees due to state insurance and governing bodies and an Administrative Expense Fee to the Landlord for the expense of processing monthly payments and administering the program.
7. In the event that damages exceed that stated required minimum limits of the insurance coverage, Resident shall remain liable to the Landlord for any excess damages.
8. In the event of liability to any party other than the Landlord for damage to the Landlord’s property, Resident shall remain liable to such other party.
9. The insurance required under this Addendum and the existence or limits of any such insurance will not reduce or supersede Resident’s obligations under their Lease Agreement.

Scheduling under the LLL policy is not mandatory and Resident may purchase and provide to Manager evidence of minimum required insurance or broader coverage from an insurance agent or insurance company of Resident’s choice at any time and coverage under the LLL policy will be terminated upon Landlord receiving proof of insurance that meets the minimum required limits.

Resident Signature

Date

Isabel Andrea Hamilton Cruz

Resident Printed Name

Landlord Signature

Date

APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease Agreement. We provide these Rules and Regulations for your benefit and the benefit of the other Residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes substantial and material a violation of the Lease Agreement and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. **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 Agreement.

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. 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 Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times. Residents in rooms where screens are removed will be billed for repair/replacement and will be subject to disciplinary action. Throwing any object, solid, or liquid, out of a window is strictly prohibited. Clothing, banners, flags, lights, or messages may not be hung or posted outside of the buildings.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents may not paint or wallpaper any of the walls in the Apartment. If a violation occurs, Resident will be charged to repaint the Premises.
3. 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 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. If a violation occurs this will result in the Resident being charged for improper bike storage. Only balcony/patio furniture may be kept on balconies/patios. No one is allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on Premises including balconies/patios or garage areas. Hammocks are not permitted to be hung on any part of the balcony/patio (including railings or support beams).
4. All light bulbs and tubes must be operational at all times during the duration of the Lease Term as well as the time the Resident vacates the Premises. 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.
5. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. Manager's staff will not hold, transfer or distribute keys to guests or visitors. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement and any damages caused by providing access to a third party. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be charged for after hour lockouts. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease Agreement on the ending date of the Lease Agreement 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.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident 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 Residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. 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 the Manager, nor we, 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, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash and recycling (if applicable) 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 or in the Apartment Community. Resident will be charged a trash removal fee and/or cleaning fee for a violation of this provision as well as for any littering by Resident or Resident's guests (to the extent permitted by applicable law).
12. Resident must keep all utilities to the Premises active through the end of the Lease Term regardless if you choose to vacate the Premises before the Lease Agreement Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) 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 the utilities being turned off or because of broken water pipes due to your violation of these requirements.

13. Pets, including but not limited to, dogs, cats, fish, birds, reptiles, and rodents, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved assistance animals. Approval must be granted prior to assistance animal entering or residing on the Premises. The following rules shall apply to a violation of this policy:
 - a. First violation: A written violation will be issued to the Resident specifying the complaint, and a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease Agreement. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
 - b. Second violation: Landlord will declare the Resident to be in default under the Lease Agreement and all Residents 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. Should a second violation occur, Resident will be charged \$500.00 per pet.
14. 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 Premises. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices, mini refrigerators, and deep freezers are also prohibited. Glass containers are not permitted in Common Areas of the Apartment Community.
15. Residents agree that any and all facilities provided by Owner in the Apartment Community are provided as a gratuity and their use is not part of the Rent paid by Residents. Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior written notice to Residents. Such action shall not constitute any claim for diminished rental value by Residents or a claim of default under the terms and conditions of the Lease Agreement by Owner. No Manager provided facilities, including but not limited to fitness rooms, pools, spas, study rooms, computer centers, or courts, or theater rooms, and no common areas or garages, may be used by any Resident for any commercial or business purpose including teaching classes or training.

INTERNET

Resident acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this Lease Agreement. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other Residents taking up significant bandwidth.

GUESTS/DELIVERIES

Resident must notify Manager 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. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one month, for a total of nine (9) days within a calendar month. If your guest has exceeded nine (9) days within a calendar month, you will receive a warning asking for your guest to be gone within a 24-hour period. If the situation is not remedied, you will be in violation of your Lease Agreement which could result in default of the Lease Agreement. If we accept packages for Resident it is only as a service and we are not responsible for your packages or deliveries. This includes perishables that may be discarded if package is leaking, begins to smell, or has sat longer than 72 hours. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender.

CONTROLLED ACCESS

The Apartment Community may be equipped with an electronic gate or gates (the "Electronic Gates") at one or more of the driveway entrances and/or exits of the Apartment Community. If present, Landlord installed the Electronic Gates in an effort to limit the number of individual(s) accessing the Apartment Community. The Electronic Gates, during business hours, restrict access to the Apartment Community for vendors, suppliers, movers, domestic personnel, nannies, potential residents, customers and others whose presence at the Apartment Community is deemed a benefit both for residents and for Landlord.

Resident understands, acknowledges and agrees that the Landlord shall be entitled, in Landlord's sole discretion, to keep the Electronic Gates, or any of them, open in such a manner so as not to restrict any access to the Apartment Community during the hours of 5:00 a.m. through 7:00 p.m. every day of every year. Notwithstanding the foregoing, Landlord shall not be required to keep the Electronic Gates, or any of them, open during such hours nor shall Landlord be required to provide residents with any notice of when or for what duration that Electronic Gates, or any of them, shall be open. Resident further understands, agrees and acknowledges that Landlord may make such other policies as Landlord deems appropriate regarding the Electronic Gates including, but not limited to, the removal and/or disabling of the Electronic Gates, or any of them, with or without notice to residents.

- A. Resident understands, acknowledges and agrees that the Electronic Gates have been installed by Landlord strictly as a means of limiting the accessibility of the Apartment Community to individual(s) and that the Electronic Gates are by no means an assurance, nor are they intended to be an assurance, of residents' and/or residents' guests' personal or property safety and resident acknowledges that neither Landlord nor Manager make any representation, warranty or assurance regarding residents' or residents' guests' personal or property safety.
- B. Resident agrees that the furnishing of the Electronic Gates does not constitute a guarantee of the effectiveness of the Electronic Gates or that the Electronic Gates will be operational or not otherwise subject to mechanical failure at any particular time.

Resident further agrees that the furnishing of the Electronic Gates does not impose an obligation upon Landlord to continue to furnish the Electronic Gates in the future. Accordingly, Resident hereby releases and holds harmless Landlord and Manager, and their respective agents, officers, directors, employees, partners, representatives and those acting for or on their behalf from and against any and all expenses, costs, claims, rights and causes of action arising from or in any way related to the Electronic Gates, the use of the Electronic Gates, the operation of the Electronic Gates, Landlord's decision to leave the Electronic Gates open at any time, the maintenance of the Electronic Gates, the discontinuance of the use and/or operation of the Electronic Gates and any malfunction of the Electronic Gates, including, but not limited to, **SUCH COSTS, EXPENSES, CLAIMS RIGHTS AND CAUSES OF ACTION ARISING FROM LANDLORD'S AND/OR MANAGER'S NEGLIGENCE.**

COMMON AREAS

Use of Common Areas within the Apartment Community are reserved for Residents and shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of Resident. Resident must comply with all posted rules, signs and published rules and regulations for common areas and amenities, including occupancy limits, maintaining safe physical distancing and protective measures. Resident must self-screen and wash and or disinfect their hands before utilizing any recreational facility and/ or amenity or entering any enclosed Common Area. Resident agrees not to enter or use and recreational facility and/or amenity if they are ill, have a fever or are experiencing symptoms of illness. Swimming carries a risk of drowning, swim at your own risk. Resident acknowledges there is no lifeguard on duty. Use of some equipment and amenity areas carries a risk of injury and or illness. Resident should take due care for their safety, and those of guests and/or family members using these areas. Resident should be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use. Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees arising from personal injury sustained by Resident, Resident's guests and Resident's family in their use and enjoyment of the Common Areas or other provided recreational facilities and/or amenities.

Resident's use of the fitness center, Common Areas, and other recreational facilities and/or amenity areas of the Apartment Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease Agreement, these Rules and Regulations in effect at any given time, and such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of either the Lease Agreement or the Rules and Regulations shall control. Landlord reserves the right to set the days and hours of use for all recreational facilities and/or amenities and to change the character of or close any of the recreational facilities and/or amenities based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Landlord and Manager may make changes to the Rules and Regulations for use of any of the recreational facilities and/or amenities at any time.

Resident expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the recreational facilities and/or amenities at the Apartment Community. Resident(s) agrees to hold Landlord harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT'S OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AGREEMENT, THIS ADDENDUM, AND RULES AND REGULATIONS, AND RESIDENT INTENDS TO AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Landlord" shall include the Manager, officers, partners, employees, agents, assigns, Landlords' subsidiaries and affiliates of Landlord.

RESIDENT UNDERSTANDS THAT LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE FITNESS CENTER AND/OR THE EQUIPMENT OR FACILITIES PROVIDED IN THE EXERCISE ROOM ARE FIT FOR ANY PARTICULAR PURPOSE. LANDLORD DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE FACILITIES AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO OR INJURY, ILLNESS, OR DEATH FROM COVID-19 AND/OR OTHER VIRUS STRAINS AND PANDEMIC DISEASES.

FIRE SAFETY/SAFETY

- 1. DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE APARTMENT 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 RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.**
- 2. All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment 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 GUEST'S VIOLATIONS OF THIS RULE.**
- 3. You may not cover stove burner drip pans with aluminum foil or any other type of liner or cover. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
- 4. 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 GUEST'S VIOLATIONS OF THIS RULE.**

5. 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 GUEST'S VIOLATIONS OF THIS RULE.**
6. The intentional sounding of any smoke alarm and/or carbon monoxide detector or any safety devices is prohibited unless the intentional sounding of the smoke alarm and/or carbon monoxide detector or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector and/or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and/or carbon monoxide 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.**
7. Immediately call 911 in the event of a fire or life-threatening emergency.
8. Candles, incense sticks, or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, e-cigarettes, and all other smoking and/or vaping devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within the Apartment Community; smoking is prohibited in clubhouse, office areas, stairwells, hallways, lobbies, amenities, and other Common Areas. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
9. 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 GUEST'S VIOLATIONS OF THIS RULE.**
10. Fireworks or other combustibles are not permitted within the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
11. 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.
12. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Premises.
13. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and 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.
14. Violations of these policies may result in charges and/or fees to repair damages caused by the violations from the Fire Marshall and from Manager. Multiple violations may result in multiple charges and/or fees.
15. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices other than wheelchairs, mobility scooters or other assistive devices not otherwise permitted in your Lease Agreement are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
16. Drones are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

SECURITY

Neither Manager, Landlord, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Manager, Landlord, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the Apartment Community that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the Manager and advise them of the problem. You acknowledge that neither employee of either entity has any obligation to respond to calls relating to security. The employees of the Apartment Community, the Manager and the Owner are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Manager, Landlord, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present Apartment Community, there is no obligation on the part of Manager or Landlord to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Apartment Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in your apartment or located on the Apartment Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the Manager in writing about the problem. The Manager will then contact the appropriate party to effect repair or replacement.

You acknowledge and understand that neither Manager, Landlord, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your Premises or located on the Apartment Community, such as an intrusion alarm, access gate system, surveillance cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

You hereby release, Manager, Landlord, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any action, claim, loss, damage, and expense, including, but not limited to, attorney's fees whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

CONSTRUCTION OR RENOVATION

In the event the Apartment Community is under construction or renovation, Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by Resident, occupants or their respective guests is strictly prohibited.

Resident acknowledges that the noise and the inconvenience of such construction at the Apartment Community may cause minor disturbances to the quiet and enjoyment of the Premises by the Resident. Resident further agrees that the amenities, including the clubhouse, pool, or other Common Areas, may be unavailable for use by Resident, Resident's occupants and guests during the period of construction.

The Resident hereby waives any right to withhold Rent due to inconvenience or disturbance of quiet enjoyment of Resident's Premises or the inability to use the amenities or Common Areas or put forward such noise or construction activity as a breach of Manager's duty pursuant to applicable state statutes.

There is no abatement of Rent (in other words, Rent is due from the original Starting Date of Lease Term), but we will provide lodging (with not more than one other person assigned to the room) at an area accommodation until your Premises are ready for occupancy. You will be solely responsible for any charges other than the cost of the room and related taxes, such as, but not limited to, telephone charges, television charges, and room services. You are responsible for any damage you cause to the lodging facility. If you are removed from the accommodation by the facilities owner, or if you are asked to leave the facility because of your failure to follow its policies, any obligations by us under these Rules and Regulations shall immediately terminate. Please remember you will owe Rent from the original Starting Date of Lease Term.

PARKING (IF APPLICABLE)

1. Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner. Parking is not guaranteed.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by Manager. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner.
4. 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.
5. 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, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by 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 office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.
6. 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 within the Apartment Community.
7. 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 of the vehicle.
8. 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 away.
9. 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 his or her Premises 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).

10. 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:
 - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
 - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
 - c. 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.
 - d. The vehicle or motorcycle is parked in an Apartment or Apartment building.
 - e. Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS

1. 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. Manager reserves the right at any time to charge, contact guarantors, or declare you in violation of the Lease Agreement 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.
2. 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.
3. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.
4. 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 Manager personnel to handle the disturbance.
5. **NO GATHERING, UNLESS SPONSORED BY OWNER OR MANAGER, MAY EXCEED TEN (10) PERSONS.** Hosting, engaging in, or otherwise allowing a gathering that exceeds ten (10) persons may cause endangerment to Residents and their guests, and Manager may declare you in violation of this Lease Agreement. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
6. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease Agreement 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.
7. **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) unlawfully possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying or storing a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in an open manner or in a way that may alarm others, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in Apartments having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community, (xiv) engaging in any form of harassment or sexual harassment of any other resident or member of management team. Manager reserves the right at any time to charge, contact guarantors, or declare you in default of your Lease Agreement for any of the above mentioned violations.**

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, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease Agreement once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest's 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.

BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AGREEMENT 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 AGREEMENT.

SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR 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

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with them without opening the door. If the person identifies themselves as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector and/or carbon monoxide detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and/or carbon monoxide detectors and alarm systems, if applicable; 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.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

13. Lock your doors every time you leave your Apartment regardless how long you will be away.
14. Close and latch your windows while you're gone, particularly when you're on vacation.
15. Tell your roommate(s) where you're going and when you'll be back.
16. Don't walk alone at night.
17. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
18. Don't give entry codes or electronic gate cards to anyone. Do not prop or hold open Apartment Community doors for anyone.
19. Use lamp timers when you go out in the evening or go away on vacation.
20. 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.
21. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

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

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because 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.**

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) EXECUTED BY ACC OP (Cityparc) LP (“Landlord”) and Isabel Andrea Hamilton Cruz (“Resident”), A COPY OF WHICH LEASE AGREEMENT IS ATTACHED HERETO.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Subject to the terms and provisions hereof, modifications or amendments to the Lease or the Premises, or extensions or renewals of the Lease Term, or apartment reassignment during the Lease Term or Renewal Term, shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, extensions, renewals or changes to the Lease or Renewal Agreements. Notwithstanding the foregoing, with respect to any renewal or extension of the Lease Term, unless Guarantor agrees otherwise (a) any renewal or extension of the Lease Term shall not extend beyond August 15, 2027, and Guarantor shall only be liable under a renewal or extension of the Lease Term that is entered into between Landlord and Resident on or before such date, (b) in the event that the Rent or other payments by Resident under the Lease are increased during any such renewal or extension of the Lease Term, then during such renewal or extension of the Lease Term Guarantor shall only be liable for such Rent or other payments which were applicable during the original Lease Term.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease Agreement (including notice of Resident's default or violation under the Lease Agreement), diligence in collecting any sums due under the Lease Agreement or enforcing any of the obligations under the Lease Agreement, bringing of suit and diligence in taking any action with reference to the Lease Agreement or in handling or pursuing any of Landlord's rights under the Lease Agreement.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease Agreement. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty. This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty may be paid via the Resident Portal via either credit card, debit card, or ACH, or as otherwise agreed upon by Manager in writing. These payments are processed by a third-party payment processor (the “payment processor”) and have associated fees that are charged and collected by the payment processor. These fees are not collected or charged by Landlord or any of its affiliated entities and the fee amounts can be found at americancampus.com/zego-fees. Guarantor understands and agrees that Rent Base Rent and Additional Rent, and any other fees or charges which are payable by Resident at the same time installments of Rent are payable can also be paid, where required by law, via check and/or money order made payable to Landlord pursuant to the terms of the Lease Agreement.
5. **WIRELESS TELEPHONE CONTACT CONSENT.** Guarantor hereby grants express written consent to authorize Landlord, and our successors, assignees, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the “Authorized Entities”) to communicate with Guarantor using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Guarantor will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Guarantor may receive approximately ten (10) messages per month.

Guarantor authorizes any and all communication methods described in this consent even if Guarantor will incur a fee or a cost to receive such communications. Message and data rates may apply. Guarantor further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Guarantor.

Guarantor understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit www.americancampus.com. Guarantor represents that they have read and agreed to the Terms of Use and Privacy Policy available at www.americancampus.com.

Guarantor may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: loptout@americancampus.com], or by any other reasonable means.

Guarantor must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

I accept

I decline

Guarantor Phone Number Provided via Housing Application: 1 (469) 271-2005

- 6. **REQUIRED METHOD OF CONTACT.** Guarantor must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with the Lease Agreement or such services to be provided in the future by any Authorized Entities in connection with the Lease Agreement. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your immediate attention and other matters in connection with the Lease Agreement, as permitted by applicable law. Guarantor acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Guarantor has opted- out of promotional SMS text messages and/or email in accordance with section 6 hereinabove.

In addition, Guarantor further expressly consents and authorizes any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Guarantor further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term.

- 7. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease Agreement. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease Agreement. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease Agreement, and if Guarantor is married, Guarantor hereby warrants that he/she has discussed this Guaranty with his/her spouse and the spouse has consented to such Guaranty, even if the spouse has not signed this Agreement. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement. The absence of a copy of the Lease Agreement attached hereto shall not affect the validity or effectiveness of this Guaranty.
- 8. **ACKNOWLEDGEMENT.** Guarantor represents that all information submitted on this Guaranty is true and complete. Guarantor authorizes us to request and obtain consumer reports, verification of income and employment, rental history reports, and other credit reports on you. A facsimile by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as Guarantor, to sign the Lease Agreement itself or to be named in the Lease Agreement. The Guaranty does not have to be referred to in the Lease Agreement.

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AGREEMENT AND THAT THEY ACKNOWLEDGE THAT THIS LEASE AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST WRITTEN IN THE LEASE AGREEMENT. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE AGREEMENT IS VALID AND BINDING AS A RENEWAL OF BOTH THE LEASE AGREEMENT AND THE GUARANTY.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

William Dalton Hamilton

Signature

Date