

CONCESSION ADDENDUM

This Concession Addendum (this “**Addendum**”) is made and entered into as of 10/03/2023 (the “**Effective Date**”) by and between Retreat at Denton, LLC (“**Landlord**”) and Alyssa Diane Miera, an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with start date of 08/01/2024 (the “**Contract**”) for a bedroom (the “**Bedroom**”) in the The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207, (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Concession.** Landlord, in Landlord’s sole and absolute discretion, may provide Resident with a discretionary, concession in the amount of **\$240.00** (“Concession”), in accordance with the terms and conditions of this Addendum. The Concession shall be **applied to Resident’s account on the first day of each month as a credit to Resident’s Monthly Installments in the amount of \$20.00.**
3. **Concession Conditions.** The Concession shall only apply if the following conditions are met: (i) Resident’s financial obligations under the Contract are met as of the Effective Date, including but not limited to, the payment of all Monthly Installments that are not covered by concession, Additional Fees or Security Deposits, as applicable. Resident hereby acknowledges that if the Contract is terminated prior to the End Date, for any reason, or Resident Defaults under the Contract or otherwise fails to fulfil Resident’s obligations under the Contract, the total amount of the Concession shall be forfeited (“Concession Cancellation”) and returned to Landlord no later than thirty (30) days subsequent to Resident’s receipt of notice of the Concession Cancellation by Landlord.
4. **Exclusions.** The Concession shall only apply if Resident complies with all terms and conditions contained in this Addendum. Compliance with terms and conditions shall be determined in Landlord’s sole and absolute discretion. Landlord reserves the right in its sole discretion to modify or discontinue the Concession as set forth in this Addendum, or to restrict the availability to the Concession at any time, to any person, for any or no reason, and without prior notice.
5. **Termination.** Upon termination of the Contract, for any reason, the Concession shall automatically terminate and Resident shall remain liable for any remaining obligations under the Contract.
6. **Modification.** Nothing in this Addendum shall be interpreted or construed to amend, modify or change any existing terms and conditions of the Contract except as specifically provided in this Addendum. To the extent of any ambiguity between the Contract and this Addendum, the terms of the Contract shall govern and control.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

RETREAT AT DENTON, LLC,

Printed Name: _____

By: LCD Management, LLC, its agent.

By: _____

Name: _____

Title: _____

ASDM

HOUSING CONTRACT

This Housing Contract ("**Contract**") is made and entered into as of 10/03/2023 ("**Effective Date**") by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Contract, but not otherwise defined, will have the meaning set forth in the Defined Terms attached to this Contract as **Exhibit A** and by this reference incorporated herein.

1) Summary of Main Terms.

- a) **Name of Apartment Community:** The Retreat at Denton ("**Facility**")
- b) **Address of Apartment Community:** 155 Precision Drive, Denton, TX 76207
- c) **Resident Name:** Alyssa D Miera ("**Resident**")
- d) **Landlord:** Retreat at Denton, LLC and its successors and assigns ("**Landlord**")
- e) **Management/Agent for Landlord:** LCD Management, LLC, and its successors and assigns ("**Agent**")
- f) **Management Office Address:** 155 Precision Drive, Denton, TX 76207 ("**Management Office**")
- g) **Contract Term:**
Start Date: 08/01/2024 at 12:00 p.m.
End Date: 07/31/2025 at 12:00 p.m.
- h) **Floorplan/Unit Type Preference:** Oakview Furnished; # of Bedrooms in Unit 3 (some unit types may contain one (1) or more double occupancy bedroom within the unit); **Space Option:** Private
- i) **Premises:** Apartment# 6101-A

2) Summary of Contract Amount.

- a) **Base Housing Contract Amount for the entire Contract Term:** \$11,040.00 ("**Contract Amount**") payable in equal monthly installments of \$920.00 ("**Monthly Installment**")
- b) **Initial Late Payment Fee:** 10%
- c) **Daily Late Payment Charge:**

3) Additional Fees:

The additional fees ("**Additional Fees**") due under this Contract are set forth on the Schedule of Additional Fees attached to this Contract as **Exhibit B** and by this reference incorporated herein.

4) Premises Description.

This Contract entitles Resident to the following rights:

- a) the sole right to use 1 bedroom(s) (the "**Bedroom**") that is part of a unit of bedrooms (the "**Unit**") located at the Facility.
- b) the sole right to use the Furnishings located in the Bedroom (if any).
- c) together with the other residents of the Unit, the right to use the Unit Common Areas and the Furnishings located in the Unit Common Areas (if any).
- d) together with the other residents of the Facility, the right to use the Facility Common Areas.
- e) together with the other residents of the Unit, the right to use the mail box assigned to the Unit by Landlord.

5) Assignment of Bedroom and Unit.

- a) Resident expressly acknowledges and agrees that (i) Landlord shall not be required to assign a Bedroom or Unit to Resident on the Effective Date due to the constraints of roommate matching, and (ii) the failure on the part of the Landlord to assign a Bedroom or Unit to Resident on the Effective Date shall not relieve Resident of his or her responsibilities hereunder and (iii) Landlord, in Landlord's sole and absolute discretion, may place a resident in any unoccupied bedroom of the Unit, and is under no obligation to accommodate Resident's preferences when selecting the same.
- b) If, on the Start Date, Landlord is unable to deliver possession of the Bedroom assigned to Resident, then Landlord, at its option, may elect (i) to relocate Resident to another bedroom and/or unit in the Facility, (ii) to relocate Resident to another facility, and/or (iii) to provide Resident with temporary accommodations (which may include, without limitation, hotels) (collectively, "**Alternative Accommodations**") until Landlord can deliver the Bedroom (or a different, equivalent bedroom in the Facility) to Resident.
- c) If, within thirty (30) days of the Start Date, Landlord (a) does not deliver possession of the Bedroom, and (b) fails to provide Resident with Alternative Accommodations, then Resident shall have the right to terminate this Contract by giving Landlord written notice at any time before Landlord delivers possession of the Bedroom to Resident or relocates Resident to another bedroom and/or unit in the Facility. If Resident terminates this Contract in accordance with this Section 5(c), Landlord shall refund the Security Deposit (if any) and any Monthly Installments and/or refundable Additional Fees previously paid by Resident, less any expenses incurred by Landlord in providing Alternative Accommodations to Resident and concessions provided by Landlord to Resident.
- d) To the full extent permitted by applicable law, Landlord shall not be liable for damages for any delay in delivery of possession of the Bedroom to Resident or in providing Resident with any Alternative Accommodations, and Resident waives any such claim, it being acknowledged that the termination right set forth in Section 5(c), is Resident's sole and exclusive remedy with respect thereto.

6) Contract Term.

The Contract Term begins on the Start Date and automatically expires on the End Date, unless, prior to the End Date (a) Landlord and Resident have entered into a written agreement to extend the Contract Term, or (b) Resident has validly exercised a right to terminate this Contract in accordance with the terms and conditions contained in this Contract.

7) Move-In.

- a) Resident will not be permitted to occupy the Bedroom or the Unit until Resident has delivered to Landlord a complete, fully- executed set of the required Contract documents (including any Guaranty) and any Monthly Installments or Additional Fees required by the contract documents to be paid prior to move-in. In no event shall Resident's failure to timely deliver such Contract documents, Monthly Installments or Additional Fees be deemed to shorten the Contract Term or reduce Resident's obligations (including financial obligations) hereunder, even if Resident is not permitted to occupy the Bedroom or the Unit on the Start Date.
- b) Landlord shall provide Resident with a condition form (the "**Condition Form**") at the time Resident moves into the Bedroom, which Condition Form shall include an inventory of the Furnishings and note any defects or damages to the Bedroom and the Unit Common Areas. Resident shall return the Condition Form to Landlord within forty-eight (48) hours of the time Resident moves into the Bedroom. Resident shall notify Landlord on the Condition Form of any defects or damages in the Bedroom and the Unit Common Areas (including, without limitation the smoke detectors, door and window locks and latches and any other safety devices in the Bedroom and the Unit Common Areas). Except as set forth on the Condition Form, the Bedroom and the Unit Common Areas, and the Furnishings therein will be considered to be in a clean, safe and good working condition and Resident shall be responsible for defects or damages that are not noted on the Condition Form, including damages that may have occurred before Resident took occupancy of the Unit or Bedroom. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN THE CONDITION FORM, RESIDENT ACCEPTS THE BEDROOM, THE UNIT COMMON AREAS, AND THE FURNISHINGS IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. LANDLORD MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE BEDROOM, THE UNIT COMMON AREAS AND THE FURNISHINGS.**
- 8) **Occupants/Use of Bedroom, Unit Common Areas and Facility Common Areas.** Unless otherwise expressly stated in this Contract, only Resident can live in the Bedroom. Only Resident and residents of the other bedrooms in the Unit may live in or occupy the Unit. Resident shall use the Bedroom for residential purposes only, and shall use the Unit Common Areas and the Facility Common Areas only for the purposes for which they are made available for the residents of the Facility, which use shall be subject to the Rules and Regulations. Resident hereby acknowledges and agrees that Landlord may, in Landlord's sole and absolute discretion, place an occupant of any gender into one or more vacant bedrooms in the Unit, and Resident hereby waives the ability to request and/or choose the occupant(s) placed in the vacant bedrooms of the Unit by Landlord. Landlord's assignment of an occupant of any gender to a bedroom in the Unit shall in no way relieve Resident of his or her obligations hereunder or entitle Resident to relocation to another unit or to termination of the Contract. Resident hereby acknowledges that there may be commercial tenants located at the Facility that the leased premises of such commercial tenant may be located in close proximity to Resident's Unit and/or Bedroom, and that noise from such commercial tenants may be heard from the Unit or Bedroom and Resident agrees that such noise or proximity shall not constitute a breach of this Contract, a violation of any right of quiet enjoyment or any other right of Resident, or entitle Resident to be relocated to another bedroom or unit in the Facilities and Resident waives any and all Claims arising out of same.
- 9) **Contract Amount.**
- a) **RESIDENT ACKNOWLEDGES AND AGREES THAT THE CONTRACT AMOUNT, MONTHLY INSTALLMENTS AND ADDITIONAL FEES SHALL BE CONFIRMED AND POSSIBLY ADJUSTED UPON UNIT ASSIGNMENT AND RESIDENT AGREES TO EXECUTE ALL SUCH DOCUMENTATION AS MAY BE REASONABLY REQUIRED BY LANDLORD TO EVIDENCE THE SAME.** Resident hereby acknowledges and agrees that the Contract Amount, Monthly Installments and Additional Fees may vary based on additional premium fees ("Premium Fees") associated with certain Unit or Bedroom types, such Premium Fees, if applicable, to be determined upon Unit assignment, and Resident hereby acknowledges and agrees to pay such amounts when due and to execute all such documentation as may be reasonably required by Landlord to evidence the same. Commencing on the Start Date, and continuing for the remainder of the Contract Term, Resident shall pay to Landlord the Contract Amount and Additional Fees. The Monthly Installments shall be paid in advance, without demand, deduction or set off, on the first (1st) day of each and every calendar month during the Contract Term; provided, however that the first Monthly Installment shall be due fifteen (15) days prior to the Start Date. Except as provided by applicable law, Resident has no right to withhold the Contract Amount, Monthly Installments, Additional Fees, or any other sum due under this Contract for any reason whatsoever, including without limitation, (a) an act of God or other force majeure event, including but not limited to, pandemics or other global health concerns, (b) the late arrival of student loan money, reimbursement money, any other university-affiliated funds, or otherwise, (c) the closing of any school, college, university or other learning institution which Resident attends or plans to attend, (d) the malfunction, suspension or removal of any of the Amenities, or (e) the failure of Landlord to deliver the Bedroom on the Start Date. Except as provided by applicable law, Resident does not have the right to reduce or offset Monthly Installments, Additional Fees or other sums due and payable under this Contract by any of Resident's costs or damages against Landlord. Unless otherwise provided in this Contract, all Additional Fees and other sums due under this Contract shall be payable on demand to Landlord at the Management Office. This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- b) **IF EACH MONTHLY INSTALLMENT IS NOT PAID BY 9:00 A.M. ON THE FOURTH (4TH) DAY OF THE MONTH, THE MONTHLY INSTALLMENT IS CONSIDERED LATE, AND RESIDENT WILL BE CHARGED THE INITIAL LATE PAYMENT FEE IN ADDITION TO THE MONTHLY INSTALLMENT. ALSO, BEGINNING ON THE FIFTH (5TH) DAY OF THE MONTH, RESIDENT WILL BE CHARGED THE DAILY LATE PAYMENT CHARGE FOR EACH ADDITIONAL DAY THAT ALL OR ANY PORTION OF THE MONTHLY INSTALLMENT(S) REMAINS UNPAID. This Section survives the expiration of the Contract Term or earlier termination of this Contract.**

- 10) Method of Payment:** Checks may be processed at the time they are received regardless of a post-date. Additionally, if any check is returned unpaid, then Resident shall pay Landlord the Returned Payment Fee, and, if Landlord so elects, Resident shall make all further payments due under this Contract by electronic money order or cashier's check. *By providing a check for payment, Resident is hereby given notice that Resident's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord via U.S. Mail or in designated drop box locations. Landlord's receipt of Resident's check shall constitute Resident's authorization for such electronic fund withdrawal.* Landlord may offer an online resident portal for submitting payments. Additional processing fees may apply if Resident elects to submit a payment via such online resident portal.
- 11) Conditions; Applications of Payments.** Any accord, satisfaction, conditions or limitations noted by Resident on any payment of the Monthly Installment, Additional Fees, or other sum due under this Contract shall be null and void. To the extent permitted by applicable law, Resident waives any notice of nonpayment of the Monthly Installment, Additional Fee or other sums due under this Agreement Resident acknowledges that any payment received by Landlord will be applied in the following order: (a) first, to satisfy any unpaid Initial Late Payment Fee, Daily Late Payment Charge(s), and/or Returned Payment Fee, (b) second, to maintenance and repair fees chargeable to Resident, (c) third, to outstanding court legal fees and/or court costs legally chargeable to Resident, (d) fourth, to outstanding utility bills which are Resident's responsibility, (e) fifth, to deposits or portions thereof due from Resident, and (f) sixth, to any Monthly Installment, Additional Fee or other sum due and payable under this Contract which is not previously set forth in (a) through (e) above. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any Initial Late Payment Fee, plus any applicable Daily Late Payment Charge(s).
- 12) Utilities.** The Utilities Addendum attached to this Contract and incorporated herein by this reference sets forth the additional obligations of Landlord and Resident with respect to utilities.
- 13) Furnishings.** The Bedroom and/or the Unit Common Areas may have Furnishings. Resident shall keep and maintain the Furnishings (if any) in good condition and repair, and hereby agrees to return the Furnishings to Landlord on the End Date or upon the earlier termination of the Contract Term in the same condition as when received by Resident, reasonable wear and tear excepted. Prior to vacating the Bedroom and the Unit, Resident shall return all Furnishings to their respective locations as of the Start Date. Resident shall not place any Furnishings on any patios, balconies, or breezeways in the Unit or the Facility, or otherwise, or remove the Furnishings from the Unit for any purpose. Resident shall be responsible for the repair or replacement costs of all loss, breakage or other damage to the Furnishings provided in the Bedroom. Resident shall be jointly and severally liable (with the other residents of the Unit) for any repair or replacement costs associated with the loss, breakage or other damage to any Furnishings provided within the Unit Common Areas.
- 14) Insurance.**
- a) Landlord does not maintain insurance to cover (a) Resident's or Resident's guests or invitees personal injury, (b) loss or damage to Resident's or Resident's guests or invitees personal property, or (c) Resident's liability for injury, loss or damage caused to others by Resident (or Resident's occupants or guests). Resident is not a co-insured, a beneficiary or an implied beneficiary under any insurance policy maintained by Landlord, unless Landlord has agreed with Resident to offer a service that is covered by a policy of insurance specifically for that service. Resident will be responsible for all damages caused by Resident's or Residents' guests or invitees failure to comply with this Contract or with any applicable law, or by the occupancy or use of the Unit, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system caused by Resident (or Resident's occupants or guests). To the extent permitted by applicable law, Landlord shall not be liable to Resident, Residents' guests or invitee, other residents of the Unit or the Facility, guests, or occupants for any damage, injury, or loss to person or property from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, theft, hurricanes, negligence of other residents or occupants of the Facility, or invited/uninvited guests, vandalism, or other occurrences. To the extent permitted by applicable law, Resident waives any and all claims against Landlord or its insurer for such injury, loss, or damage.
 - b) As described in the Insurance Addendum attached hereto, Resident shall be required to acquire and maintain for the duration of the Contract Term (and any extension thereof) a personal liability insurance policy covering Resident and Resident's guests, for personal injury and property damage caused to third parties (including damage to Landlord's property) by Resident or Resident's guests, in a minimum policy coverage amount of \$100,000.00 per occurrence (the "Liability Policy"). Landlord reserves the right to hold Resident liable for any loss in excess of the insurance proceeds paid by the insurer of the Liability Policy. Resident shall provide written proof of the Liability Policy in the form of a declaration page or certificate of insurance prior to the date on which Resident occupies the Unit, and thereafter upon Landlord's request. In the event that Resident fails to deliver Landlord such written proof, Resident hereby elects for Landlord to enroll Resident in a service program administered by Landlord and backed by a liability coverage program administered by an insurance company selected by Landlord, and in such case, Resident shall reimburse Landlord for the cost of such program as an Additional Fee.
- 15) Security Deposit.** Once Resident's application is approved, Resident shall be required to pay the Security Deposit as security for all of Resident's obligations under this Contract, which Security Deposit shall be held pursuant to applicable law. The Security Deposit will be held at SunTrust Bank (bank or financial institution) in an account used solely for that purpose. The Security Deposit will not serve as Landlord's limit to damages should Resident violate this Contract. If Resident fails to perform any obligations under this Contract, then Landlord may, to the extent allowed by law, apply all or part of the Security Deposit to

Resident's unpaid obligations (including unpaid Monthly Installments) without limiting any other right or remedy of Landlord. If the Security Deposit is reduced in order to apply all or part of it to Resident's unpaid obligations, Resident agrees that Resident will deposit within three (3) days following receipt of Landlord's demand, the funds necessary to restore the Security Deposit to the amount listed in the Schedule of Additional Fees. Following the End Date, the Security Deposit shall be returned to Resident after deducting any amounts owed for unpaid obligations or damages as allowed by law. The Security Deposit does not release Resident from the obligation of leaving the Bedroom and Unit in a good and clean condition, reasonable use and wear excepted, at the end of the Contract Term. If the Facility is transferred to a new owner, and the Security Deposit is transferred to such new owner, unless applicable law provides otherwise, Landlord will not have any further liability for the return of all or any portion of the Security Deposit to the Resident, and Resident will look to the new owner for reimbursement or disputes.

- 16) Contract Guaranty.** If Resident is unable to satisfy the self-qualification guidelines established by Landlord for the Facility, Resident must provide a guaranty ("**Guaranty**") from an individual who satisfies the criteria established by Landlord for the Facility. Resident shall deliver to Landlord any required Guaranty by the earlier of (a) the date which is five (5) days after the Effective Date, or (b) the Start Date. If Resident is unable to provide the Guaranty, Landlord may, in its sole discretion, either (x) terminate this Contract at any time prior to the Start Date, or (y) waive the requirement to provide a Guaranty; provided, however, that any such waiver may be conditioned on Resident depositing additional security with Landlord (which may include, without limitation, the payment of an additional deposit and the execution of an amendment to this Contract). ANY GUARANTY REQUIRED UNDER THIS CONTRACT SHALL BE VALID FOR THE ENTIRE CONTRACT TERM AS WELL AS EXTENSIONS OR RENEWALS THEREOF WITHOUT GUARANTOR EXECUTING A REAFFIRMATION OF SUCH GUARANTY.
- 17) Entry.** Except as otherwise provided by law, Landlord (and its agents, employees, contractors, representatives, and service providers) shall have the right to enter the Bedroom and Unit at all reasonable hours (or, in the event of an emergency, at any time), without notice to Resident and without Resident's consent, to inspect, remodel, repair and maintain and protect the Unit and the Bedroom as Landlord sees fit in its sole discretion. Further, Landlord has the right to enter the Unit and the Bedroom at all reasonable times, without notice to Resident and without Resident's consent, to show the Unit and the Bedroom to prospective residents, lenders, insurance representatives, and purchasers. Resident shall not change the locks of the Unit or the Bedroom.
- 18) Default of Contract.** Resident is in violation of this Contract, and it shall be an "**Event of Default**" hereunder if:
- a) Resident fails to pay Monthly Installments on the due date thereof and as otherwise directed by this Contract;
 - b) Resident fails to pay any charge other than Monthly Installments within ten (10) days after it is due in accordance with this Contract;
 - c) Resident or Resident's guest(s) violate this Contract or any addenda, the Rules and Regulations, any other rules, any applicable landlord-tenant law, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - d) Any utilities payable by Resident or other residents of the Unit are disconnected or shut-off due to non-payment;
 - e) Resident fails to occupy or move into the Bedroom after completion of all required documentation, or Resident abandons or apparently abandons the Bedroom (that is, it appears that Resident has moved out before the end of the Contract Term because Resident's personal belongings have been substantially moved out of the Bedroom);
 - f) Any information provided to Landlord (including, without limitation, information in Resident's Contract application) by Resident or Guarantor is false, inaccurate or misleading;
 - g) Resident or Guarantor files in any court pursuant to any statute, whether of the United States or of any state, a petition in bankruptcy or insolvency, or a petition is filed for the appointment of a receiver or trustee of all or a portion of the property of Resident or Guarantor, or there is an assignment by the Resident or Guarantor for benefit of creditors;
 - h) Resident or Resident's guest(s) is charged with or reasonably suspected of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, delivery or sale of a controlled substance, marijuana, or illegal drug paraphernalia, or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and /or any unlawful conduct involving a minor, regardless of whether such activity results in an arrest, conviction and/or deferred adjudication, and regardless of whether such conduct occurred on or off the grounds of the Facility;
 - i) Resident is charged with or reasonably suspected of a crime involving sexual misconduct of any kind, regardless of whether or not the alleged conduct occurred on or off the grounds of the Facility, and regardless of whether the alleged conduct results in an arrest or conviction, or is found to be a registered sex offender or person subject to registering as a sex offender as defined under the laws of the State;
 - j) Resident's guest is a registered sex offender or subject to registering as a sex offender as defined under the laws of the State;
 - k) Any illegal drugs or illegal drug paraphernalia are found in the Bedroom or the Unit (whether or not Landlord can establish possession) or illegal drug usage by Resident or Resident's guest is reported to Landlord by other residents of the Unit or Facility;
 - l) Resident is unable or refuses to adjust to the concept and requirements of living in the Facility environment as evidenced by repeated complaints about Resident made by other residents or the staff of the Facility;
 - m) Resident keeps any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in any part of the Facility, including, without limitation, the Bedroom and the Unit;
 - n) Any act by Resident or Resident's guest(s) materially affects the health and/or safety of Resident, Resident's guest(s),

- o) other resident or other persons in the Facility;
- o) Any willful or intentional act by Resident or Resident's guest(s) or behavior by Resident or Resident's guest(s) constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other residents or persons in the Facility; or
- p) Resident fails to comply with any other material term, provision, covenant or warranty made under this Contract that is not specifically addressed above in this Section.

19) Remedies: Upon the occurrence of an Event of Default, Landlord shall have the right to all remedies at law or in equity, which may include, without limitation, the option to do and perform any one or more of the following without any requirement of demand or notice to Resident:

- a) Collect any charge or fee imposed on Resident under this Contract;
- b) Sue to collect past due Monthly Installments, Additional Fees and/or any other sum due under this Contract, and any other damages incurred because of Resident's violation of this Contract;
- c) Terminate this Contract and Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction;
- d) Terminate Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction, but not terminate this Contract or end Resident's monetary obligations hereunder;
- e) If permitted under applicable law, accelerate the Contract Amount for the balance of the Contract Term and sue to collect all unpaid Monthly Installments, Additional Fees, and/or other sums due under this Contract, and other sums which would become due until the End Date, subject to Landlord's duty to mitigate under applicable law; or
- f) Report all violations to credit reporting agencies.

The exercise of any remedy by Landlord should not be taken to exclude or waive the right to exercise any other right or remedy which Landlord might have under applicable law or in equity, or as otherwise set forth in this Contract. Regardless of whether Landlord accepts Monthly Installments or other sums due from Resident after Resident is given notice to vacate his or her Bedroom and leave the Unit or an eviction suit is filed against Resident, such acceptance of Monthly Installments or other sums is under a reservation of rights and does not waive or diminish Landlord's continuing right of eviction or any other contractual or statutory right against Resident unless Landlord specifically agrees to such in writing. Except as specifically provided otherwise in this Contract, all covenants and agreements by Resident under this Contract shall be performed by Resident at Resident's sole cost and expense and without any abatement or offset of Monthly Installments, Additional Fees or any other sums due and payable under this Contract. If Resident shall fail to perform any act on his or her part to be performed under this Contract, Landlord may, without waiving or releasing Resident from any of Resident's obligations, perform such act on behalf of Resident and all sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such acts shall be payable by Resident to Landlord within two (2) days after demand therefor as an Additional Fee.

20) Termination. To the full extent permitted by applicable law, and except as otherwise specifically set forth in this Contract (including, without limitation, Section 21 below), no termination of this Contract prior to the End Date of the Contract Term will affect Landlord's right to collect the total Contract Amount. Resident acknowledges that conflicts among Resident and other residents of the Unit do not constitute grounds to terminate this Contract. Landlord shall not be liable or responsible for problems or disagreements arising out of any differences in personality, style of living, etc. among Resident and other residents of the Unit, or if any resident of the Unit is untruthful on any written documentation. In addition, Resident shall not be released from his or her liability under this Contract for any reason including without limitation school withdrawal, school transfer, loss of job, marriage, divorce, loss of any of the residents in the Unit, bad health or for any other reason. Except as expressly permitted by applicable law, Resident will not move out of the Bedroom or exercise any right of termination arising out of any breach by Landlord due to the condition or state of repair of the Bedroom or the Unit, and Resident waives any right, statutory or otherwise, to do so. No surrender of the Bedroom or the Unit by delivery of keys will terminate this Contract unless and until specifically accepted in writing by Landlord.

21) Resident's Rights to Terminate.

- a) **Military Termination.** Resident may terminate this Contract by giving Landlord written notice if: (1) Resident is or becomes a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently depart the local area, or if Resident is relieved from active duty (subject to the exception noted below); or (2) while in military service, Resident receives military orders for a permanent change-of-station or to deploy with a military unit (or as an individual in support of a military operation) for a period of at least ninety (90) days, or Resident is deployed to a foreign country as a member of the U.S. Armed Forces and is not continuing to receive housing allowance from the military ("**Military Cause**"). To terminate this Contract for Military Cause, Resident must deliver to Landlord a written termination notice and a copy of Resident's orders or a signed letter, confirming the orders, from Resident's commanding officer, confirming a Military Cause, and if Resident meets the requirements, this Contract will terminate on the later of (1) the next Monthly Installment due date following the thirtieth (30th) day after Resident provides the termination notice, or (2) the next Monthly Installment due date following the effective date of Resident's deployment or station change. After move-out, Resident is entitled to the return of Resident's Security Deposit, less lawful deductions. When signing or renewing this Contract, if Resident already has deployment or change-of-station orders, or if Resident knows that Resident will be retiring or ending an enlistment term before the end of the Contract Term, Resident may not be allowed to enter into or renew this Contract without prior approval.
- b) **No-Cause Early Termination.** Notwithstanding anything to the contrary contained in this Contract, provided Resident is not then in default under this Contract and is otherwise then in compliance with this Contract (both at the time of giving

notice and at the date of termination), and provided that a condition does not then exist (both at the time of giving notice and at the date of termination) that with the passage of time or giving of notice, or both, would cause Resident to be in default under this Contract, Resident shall have the right to terminate this Contract by providing written notice to Landlord (the "Early Termination Notice") of such termination and paying to Landlord the No-Cause Termination Fee. The effective termination date of this Contract shall be the date that is sixty (60) days from and after Landlord's receipt of the Early Termination Notice, provided that Resident has paid the No-Cause Termination Fee to Landlord as of such date. Should Resident fail to pay the No-Cause Termination Fee or otherwise fail to satisfy the terms and conditions set forth above, the Early Termination Notice shall be deemed null and void and this Contract shall continue in full force and effect.

- 22) Move-Out.** When Resident vacates the Bedroom and the Unit, whether at or prior to the end of the Contract Term, Resident shall leave the Bedroom and the Unit (including without limitation the carpets, walls, windows, bathrooms, kitchen, patios, balconies, and Furnishings) clean and in good repair and condition, subject to normal wear and tear. Resident shall schedule a walk-through of the Bedroom and the Unit with Landlord's staff no later than three (3) days prior to the end of the Contract Term. If Resident fails to leave the Bedroom and the Unit Common Areas in clean and in good repair and condition as described above, Resident (and, to the extent applicable, the other residents of the Unit) shall be responsible for the charges to complete any cleaning, repair or replacement. In addition, if Resident fails to remove any of Resident's property from the Bedroom, the Unit or other portions of the Facility after Resident vacates the Bedroom and the Unit, or upon the end of the Contract Term, such property shall be considered abandoned by Resident and may be stored or disposed of by Landlord in any manner whatsoever without accounting to Resident or being liable to Resident for such disposition. Landlord shall have the right to charge Resident, and Resident shall pay Landlord for, all costs incurred by Landlord to remove, store or dispose of such property. This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- 23) Subletting and Renting.** This Contract permits Resident, and Resident only, to live in the Bedroom. Resident shall occupy the Bedroom as a private residence and for no other purpose. Resident shall not (a) sublease the Bedroom and/or the Unit, or (b) lease, rent or otherwise allow others to occupy the Bedroom or the Unit through Airbnb, Inc. or any similar service, or any website or other medium which is used to list, find and rent lodging.
- 24) Assignment.** Resident may not assign this Contract without Landlord's prior written consent, which consent shall be granted or withheld in Landlord's sole discretion. In order to request an assignment, Resident shall complete the Landlord's Assignment Intent Form, which is available in the Management Office. Resident acknowledges that the completion of the Landlord's Assignment Intent Form does not release Resident or Guarantor of any of the obligations under this Contract: the Assignment Intent Form only documents Resident's request to assign this Contract. Resident acknowledges and agrees that Landlord is not responsible for identifying a replacement resident to whom Resident can assign this Contract, and Landlord is not obligated to fill the Bedroom prior to filling other available bedrooms in the Facility. In the event that Landlord approves the assignment of this Contract to a replacement resident, such assignment shall be deemed complete only when all of the following have occurred: (a) all fees due and payable by Resident have been paid, including, without limitation, the Assignment Fee, (b) any and all required paperwork is completed by Resident and the replacement resident, and (c) the replacement resident moves into the Bedroom. Unless otherwise expressly agreed to by Landlord in writing, no assignment by Resident shall relieve Resident or any Guarantor of any liability under this Contract.
- 25) Vacant Bedrooms.** Resident acknowledges that the Unit may contain other bedrooms in which other residents may reside. Resident hereby acknowledges that Landlord, in Landlord's sole and absolute discretion, may assign a resident to any vacant bedroom in the Unit before or during the Contract Term, without notice. Landlord shall not be responsible for any conflict between Resident and any other occupants of the Unit, or any guest, licensee or invitee of any other occupant of the Unit, whether or not such resident has been assigned to the Unit by Landlord. If Resident occupies any vacant bedroom within the Unit, Resident shall execute a new contract with respect to such bedroom, and shall pay to Landlord, in addition to the Monthly Installments due hereunder, the monthly installments, additional fees and other charges for such bedroom.
- 26) Relocation.** Landlord reserves the right, in its sole discretion and upon five (5) days' advance notice to Resident, to relocate Resident to another unit in the Facility. In the event of an emergency, as determined by Landlord, Landlord may relocate Resident upon less than five (5) days' advance notice. If Resident desires to be relocated to another unit in the Facility, Resident shall submit a written relocation request to Landlord, which request shall be granted or denied in Landlord's sole discretion. Prior to relocating to the new bedroom, Resident shall (a) pay to Landlord the Relocation Fee and all Monthly Installments, Additional Fees and other sums due and payable by Resident under this Contract, (b) execute any documents required by Landlord, and (c) pay to Landlord a security deposit for the new bedroom, the amount of which shall be determined by Landlord in its sole discretion. Upon the completion of (a) through (c) in the immediately preceding sentence, Resident shall vacate the Bedroom and move into the new bedroom within twenty-four (24) hours or Resident shall be financially liable for the Bedroom and the new bedroom. Landlord's consent to one or more relocations shall not constitute consent to any future relocation. Under no circumstances shall Landlord be responsible for relocation costs.
- 27) Holdover.** If Resident fails to vacate the Bedroom or the Unit by the End Date or earlier termination of the Contract Term, Resident shall pay the Holdover Resident Fee to Landlord by 8:00 a.m. on each day of the holdover. The inclusion of the preceding sentence in this Contract shall not be construed as Landlord's consent for Resident to hold over. No such holding over by Resident shall constitute any form of tenancy, but will be considered unlawful possession, and Landlord may exercise any right or remedy available under this Contract or applicable law to recover possession of the Bedroom and the

Unit, and to recover damages from Resident. If any holding over prevents a new resident from occupying the Bedroom or the Unit, Resident may also be liable to Landlord for all monthly installments, additional fees, and other sum due and payable under the new resident's Contract with Landlord, subject to Landlord's obligation under applicable law, if any, to mitigate damages.

- 28) Damage/Destruction/Condemnation.** Resident shall immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving or known to Resident, elsewhere at the Facility. If, during the Contract Term, the Bedroom or the Unit is damaged or destroyed by fire or other casualty, then, at Landlord's option: (a) the Bedroom or the Unit shall be promptly restored and repaired by Landlord and any Monthly Installments for the period that the Bedroom or the Unit is uninhabitable by Resident shall abate, unless and to the extent Landlord provides Resident with a comparable alternative living space, in which event Monthly Installments will not be abated, (b) Landlord may terminate this Contract by so notifying Resident, in which event the Monthly Installments shall cease as of the date of such damage or destruction, or (c) Landlord may relocate Resident to another bedroom or unit within the Facility or a comparable facility. Notwithstanding the foregoing, Resident shall not be excused from paying Monthly Installments, Additional Fees, or other sums due under this Contract if the damage or destruction to the Bedroom or the Unit is caused by Resident or any guest of Resident. If the Unit or the Facility is condemned, this Contract shall terminate on the date Landlord tenders possession of the Unit or the Facility to the condemning authority. All condemnation damages shall be the property of Landlord.
- 29) Limited Liability and Release.** Neither Landlord nor the Landlord Parties shall be liable to Resident or Resident's guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or Resident's personal conflict with other residents of the Facility. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, RESIDENT, FOR HIMSELF/HERSELF AND FOR RESIDENT'S GUESTS, RELEASES LANDLORD AND THE LANDLORD PARTIES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (A) FOR LOSS OR THEFT OF RESIDENT'S OR RESIDENT'S GUEST'S PERSONAL PROPERTY, AND/OR (B) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO RESIDENT OR RESIDENT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, THE AMENITIES OR THE OTHER PORTIONS OF THE FACILITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. RESIDENT ASSUMES FOR HIMSELF/HERSELF AND FOR ALL OF RESIDENT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF ANY PORTION OF THE FACILITY, INCLUDING, WITHOUT LIMITATION, THE AMENITIES AND ALL FACILITY COMMON AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR RESIDENT'S USE, AT RESIDENT'S SOLE RISK. RESIDENT IS RESPONSIBLE FOR THE ACTIONS OF RESIDENT'S GUESTS.**
- 30) Security.** Resident acknowledges that Landlord has not made any representations, either written or oral, to Resident concerning the safety of his or her Unit or the Facility or the effectiveness or operability of any security devices or security measures at the Unit or the Facility. At Landlord's sole and absolute discretion, Landlord may elect to install certain security devices or measures that are not required by law. The installation of these security devices or measures does not imply that Landlord will monitor any of these security devices or measures. It is further understood that Landlord may elect to discontinue any security devices or measures at any time, with or without notice to Resident. Resident acknowledges and agrees that Resident's security is Resident's responsibility alone. Resident acknowledges that Landlord neither warrants nor guarantees the safety or security of Resident or its guests against any criminal, tortious, or wrongful acts of any person. Resident acknowledges that security devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect himself or herself and his or her property as if these devices or measures did not exist. Resident agrees to immediately notify Landlord in writing of any malfunctions involving locks, doors or windows.
- 31) Subordination.** This Contract and Resident's rights hereunder are subject and subordinate to any present and future lien of a lender (a "Lender") which is secured by all or any portion of the Facility. Resident shall, within five (5) days after Landlord's request, sign any documentation that Landlord requests to confirm that this Contract is so subject and subordinate. If Resident fails to deliver to Landlord such signed documentation within such five (5)-day period, Landlord may sign the same as the attorney-in-fact of Resident and in Resident's name, place, and stead, and Resident hereby irrevocably makes, constitutes, and appoints Landlord as such attorney-in-fact for that purpose, such right being coupled with an interest. In the event that a Lender or such other party (any such party, a "Transferee") takes over ownership of the Facility as a result of foreclosure, the exercise of power of sale, or other similar proceedings, Transferee may elect to terminate or continue this Contract. If Transferee elects to continue this Contract, Resident shall attend to and recognize such Transferee as "Landlord" under this Contract for the balance of the Contract Term, and any extension or renewal thereof, and this Contract shall continue as a direct Contract between Resident and Transferee, except that Transferee shall not be (a) responsible for any act or omission of Landlord before the date Transferee acquired the Facility; (b) subject to any offset, defense or counterclaim against Landlord accruing before the transfer; (c) bound by any previous prepayment of more than one (1) Monthly Installment or one (1) month's Additional Fees; or (d) required to pay to Resident or account for any Security Deposit or funds of the Resident other than any Security Deposit or other funds actually delivered by Landlord to Transferee.
- 32) Condition of Premises.**
- a) Resident shall be liable for the cost of any and all repairs made necessary by the violation of the terms of this Contract by Resident or Resident's guests, or the negligent or careless use of the Bedroom, the Unit, or any other part of the Facility including without limitation (i) the costs of any and all repairs for damage from waste water stoppages or other plumbing

issues caused by foreign or improper objects in lines serving any bathroom used by Resident or the kitchen of the Unit, (ii) damage to Furnishings, doors, windows or screens, (iii) damage caused from windows or doors being left open, and (iv) repairs or replacements to security devices necessitated by misuse or damage by Resident or Resident's guests (including damage to the Bedroom and the Unit Common Areas that may have been caused by other residents of the Unit (if Landlord cannot ascertain the individual who caused the damage)). Landlord may require Resident to prepay such repairs, or, if Landlord advances the funds for such repairs, Resident shall be responsible for reimbursing Landlord for the same within ten (10) days following receipt of an invoice from Landlord. Excepting only ordinary wear and tear, Resident shall be solely responsible to Landlord for damages to the Bedroom and the Furnishings therein. In addition, Resident shall be jointly and severally liable (with the other residents of the Unit) for all damages to Unit Common Areas and the Furnishings therein. In addition, Resident shall be liable to Landlord for any damages of any nature that result from the usage by Resident or Resident's guests to any of the Amenities and any of the furnishings, property, systems or components located in the Facility Common Areas. Landlord will provide normal maintenance and repair of the Bedroom and the Unit without additional charge to Resident, except for repairs made necessary by the misuse of the Bedroom or the Unit by Resident or Resident's guests. Resident will immediately report to Landlord, in writing, the need for repair of the Bedroom or the Unit, including plumbing, heating, air conditioning and other systems. If damage is incurred within the Bedroom or the Unit due to Resident's failure to timely submit a maintenance request to Landlord, then Resident shall be liable for any costs resulting from such delay. Landlord's repair costs payable by Resident hereunder shall include Landlord's actual out-of-pocket expenses plus an overhead charge of fifteen percent (15%). This Section survives the expiration of the Contract Term or earlier termination of this Contract.

- b) If there is noncompliance by Resident materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and Resident fails to comply (i) as promptly as conditions require in case of emergency, or (ii) within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Resident remedy it within that period of time, Landlord may enter the Unit and cause the work to be done in a workmanlike manner and submit a bill to Resident for the cost thereof, and such charges shall be due within ten (10) days following Resident's receipt of such bill. The costs payable by Resident hereunder shall include Landlord's expenses plus an overhead charge of fifteen percent (15%). This subparagraph does not limit Landlord's right to terminate tenancy under applicable statutes.
- 33) Parking.** The Parking and Access Addendum attached to this Contract and incorporated herein by this reference and the Rules and Regulations set forth the rights and obligations of Landlord and Resident with respect to parking at the Facility.
- 34) Landlord Obligations.** Resident shall notify Landlord in writing of any alleged violation by Landlord of any of its obligations to Resident under this Contract, within fourteen (14) days after the alleged violation. To the full extent permitted by applicable law, the failure of Resident to make such notification within such time shall constitute a complete waiver by Resident of such violation by Landlord.
- 35) Rules and Regulations.** Resident shall comply with the Rules and Regulations attached to this Contract as **Exhibit C** and by this reference incorporated herein (as the same may be altered, supplemented, amended, or modified from time to time in accordance with this Section 35, the "**Rules and Regulations**"). To the extent allowed by law, Resident shall be bound by any reasonable alterations, supplements, amendments, and modifications to the Rules and Regulations that Landlord may make from time to time, and any such alterations, supplements, amendments and modifications shall be deemed effective and a part of this Contract upon the earlier of the date the same are delivered to Resident, or posted in the Facility Common Areas. In the event of any inconsistency between the terms of this Contract and the Rules and Regulations, the provisions of the Rules and Regulations shall govern and control, and all other provisions of the Rules and Regulations shall remain in effect. Resident is responsible for Resident's guests' compliance with the Rules and Regulations. Landlord shall use commercially reasonable efforts to cause other residents and guests of the Facility to comply with the Rules and Regulations; provided, however, to the fullest extent permitted by applicable law, in no event shall Landlord be responsible for any party's failure to comply with the Rules and Regulations.
- 36) Resident's Rental History.** Resident acknowledges and agrees that, if a third party requests information on Resident or Resident's rental history for law enforcement, governmental or business purposes, Landlord may provide such information. Landlord may request information from any utility provider about pending or actual connections or disconnections of utility service to the Unit.
- 37) Amenities.** Resident acknowledges and agrees that Landlord has no obligation to provide any Amenities, and Landlord may temporarily or permanently remove any of the Amenities at any time without providing notice to Resident. Resident acknowledges that Amenities with mechanical components can be rendered inoperable at any time, and Landlord shall have no obligation to repair or replace any of the Amenities. In no event shall Resident be entitled to withhold Monthly Installments, to a reduction in any Monthly Installment, or to terminate this Contract by reason of malfunction, suspension, or removal of any of the Amenities.
- 38) Consent to Contact.** Resident acknowledges and agrees that Landlord and any of its affiliates may call or text Resident or authorize others to do the same, including with automated equipment or recorded messages, on its behalf to any number Resident provides, directly to indirectly, for any purpose, including marketing Landlord's or any of its affiliates' services and/or products, even if the number called is on state or federal do-not-call registries. Resident is responsible for charges for incoming text messages or calls on Resident's wireless phone(s). If Resident does not want to receive communications from Landlord or

any of its affiliates via automated telephone systems or recorded messages, Resident may make such a request: (a) with respect to text messages, by replying "STOP"; and/or (b) with respect to all other communications, by writing to email: privacy@landmarkproperties.com. Please allow 30 days for your request to be honored. Resident's consent to receive marketing communications from Landlord and any of its affiliates is not required for any purchase. Resident's consent outlined in this paragraph survives termination of this Contract.

39) Dispute Resolution Arbitration. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS RESIDENT'S RIGHTS, AND THE RIGHTS OF THOSE TO WHOM RESIDENT PROVIDES ACCESS TO THE PREMISES, INCLUDING GUESTS, GUARANTORS, AND ASSIGNEES.

Except as expressly provided below, Landlord and Resident agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Contract or a similar prior contract, the Premises, or the relationship between Resident and Landlord and its affiliates (including matters occurring prior to the date of this Contract and disputes with third parties) (collectively, "Claims") will be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability. The right and obligation to arbitrate under this section shall extend to all Claims, including those against or involving third parties such as Landlord's or its affiliates' officers, directors, employees, agents, shareholders, members, partners, subsidiaries, joint venturers, or contractors.

Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties shall agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The arbitration will be concluded within three months of the date the arbitrator is appointed. Because the Contract memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.

The following matters will not be subject to arbitration but will instead be adjudicated in the appropriate court of the state in which the Facility is located: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by Landlord or its assignee for collection of amounts owed by Resident under this Contract; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in such court, instead of arbitration.

Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.

Resident also agrees that: (a) **CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL, NON-CLASS, AND NON-REPRESENTATIVE CAPACITY, AND THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED ABSENT CONSENT OF ALL PARTIES;** and (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, RESIDENT AND LANDLORD HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY, EVEN FOR DISPUTES NOT SUBJECT TO ARBITRATION.**

Resident can decline this arbitration agreement by timely writing to 315 Oconee Street, Athens, GA 30601 and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that Resident wishes to opt out of this arbitration agreement. To be effective, the opt-out notice must be mailed no later than 30 days after the date Resident becomes bound by the arbitration agreement. Please note that Resident will continue to be bound by any older arbitration provision Resident did not opt out of and any arbitration provision that otherwise governs the Claims.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, except that if the class action waiver above is found unenforceable, the entire arbitration agreement is void, other than the jury waiver provision.

40) Miscellaneous.

- a) **Incorporation of Addenda; Inconsistency.** Each addendum attached to this Contract is incorporated herein by this reference. In the event of any inconsistency between the terms of this Contract and the attached addenda, the terms and conditions of the applicable addendum shall govern and control.
- b) **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of Landlord and its successors and assigns. This Contract represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Contract may only be amended by a written instrument executed by both Landlord and Resident.
- c) **Waiver:** No failure or delay on the part of Landlord to enforce any term or condition of this Contract will be considered a waiver or relinquishment of any right or remedy of Landlord hereunder, and will not be considered a waiver of any future

breach of such term or condition. All remedies provided for in this Contract are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

- d) **Joint and Several Liability.** If this Contract is signed by more than one person as Resident, then the liability hereunder of all such persons to Landlord shall be joint and several, and references in this Contract to Resident shall be deemed to include all persons who so sign this Contract as Resident. Resident and each of the other residents of the Unit are jointly and severally liable for all obligations relating to the Unit Common Areas and the utilities (if applicable); provided, however that Resident alone is liable for Monthly Installments and Additional Fees, and obligations under this Contract relating to the Bedroom.
- e) **Severability.** In the event any clause or provision of this Contract is or becomes illegal, invalid or unenforceable because of any present or future laws, or any rule or regulation of any governmental body or entity, such provision shall be deemed severed from this Contract, and the remaining parts of this Contract shall not be affected thereby. Notwithstanding the foregoing, in the event that such illegality, invalidity or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Contract on written notice to Resident.
- f) **Time of Essence.** Time is of the essence in this Contract. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively. In the event that any time period (other than the Contract Term) specified herein shall expire on a weekend or a federally recognized holiday, then such time period shall be automatically extended to the next business day.
- g) **Entire Agreement.** Landlord and Resident agree that this Contract (and any exhibits and addenda attached hereto) contain the entire and sole agreement between Landlord and Resident, and prior oral or written representations, inducements, expectations, promises or agreements between Landlord and Resident not specifically set forth in this Contract shall be of no force or effect. No modification or amendment of this Contract shall be binding upon the Landlord and Resident unless such modification or amendment is in writing and signed by Landlord and Resident. For purposes of this Section 40(g), a modification or amendment shall be deemed "in writing and signed" if completed and electronically signed by Landlord and Resident through any computer-based leasing/property management program utilized by Landlord.
- h) **Attorney's Fees.** To the extent allowed by law, if Landlord brings legal action to enforce this Contract against Resident, and the court or other legal body rules in favor of Landlord, in whole or in part, Resident is liable for the costs and expenses of such action incurred by Landlord, including Landlord's reasonable attorneys' fees, in addition to any amounts awarded to Landlord in such action.
- i) **Notices.** All notices and other communications required by or relating to this Contract shall be effective, if by Landlord to Resident, by serving on Resident in person, by posting notice on the door of the Unit, by electronic mail, or by mailing or delivering said notice to Resident at his or her Unit. When the notice or communication applies to more than one resident of the Unit, such notice shall be conclusively deemed to have been given to all residents of the Unit, including Resident, when such notice is given to any one of the residents. All notices and demands by Resident to Landlord should be delivered in writing to the Management Office.
- j) **Agent's Rights.** Landlord hereby appoints and assigns to Agent all rights, duties, and authority of Landlord under this Contract. Resident acknowledges said appointment and assignment and agrees to recognize Agent as Landlord's agent for all purposes recited in this Contract and shall deliver all notices and payments required of Resident under this Contract to Agent at the Management Office. Any and all releases or indemnifications inuring to the benefit of Landlord hereunder, or in any of the exhibits or addenda attached hereto, shall equally apply to Agent.
- k) **Counterparts.** This Contract may be executed by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution, the parties agree that this Contract may be executed and forwarded to the other party by facsimile, by e-mail in "PDF" format, or by electronic signature, and such party's facsimile, "PDF" or electronic format signature shall be binding and enforceable as an original signature.
- l) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state in which the Facility is located (the "State").
- m) **Headings.** The use of headings in this Contract is solely for the convenience of indexing the various Sections hereof and shall in no event be considered in interpreting any provision of this Contract.
- n) **Disclosures.** Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way. Until Landlord has executed this Contract, Landlord shall have the right to refuse to lease a Bedroom to Resident for any reason whatsoever; provided, however, such refusal shall not be based on the applicant's protected class status under any federal, state or municipal law. In the event of a refusal, Resident shall be refunded, if applicable, any prepaid Monthly Installments and/or refundable Additional Fees.
- o) **Electronic Delivery of Certain Information/Documentation.** Landlord may, but is not required to, provide the following information and/or documentation to Resident via electronic means: (a) a copy of the Contract and any documents related to the Contract, (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund, (c) any promise to clean, repair, or otherwise improve any portion of the premises made by Landlord prior to entering into this Contract with Resident, (d) advance notice of entry to inspect, make repairs, or show the premises to prospective residents or purchasers.
- p) **OFAC Compliance.** a) Resident represents and warrants that (i) Resident is (A) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"); and (B) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States; (ii) none of the funds or other assets of any Resident constitute

property of, or are beneficially owned (whether directly or indirectly) by any Embargoed Person (as hereinafter defined); (iii) no Embargoed Person has any interest of any nature whatsoever in Resident (whether directly or indirectly); (iv) none of the funds of Resident have been derived from any unlawful activity with the result that the investment in Resident shall be prohibited by law or that the Lease is in violation of law; and (v) Resident has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity, or government subject to trade restrictions under U.S. law, including but not limited to the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder with the result that any investment in or payment made to Resident shall be prohibited by law or that such Resident shall be in violation of law. (b) Resident covenants and agrees (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; (ii) to immediately notify Landlord in writing if any of the representations, warranties, or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Resident has a reasonable basis to believe that they may no longer be true or have been breached; (iii) to not use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Contract; and (iv) at the request of Landlord, to provide such information as may be requested by Landlord to determine Resident's compliance with the terms hereof. (c) Resident hereby acknowledges and agrees that Resident's inclusion on the List at any time during the Contract Term shall be a material Default of the Contract. Notwithstanding anything herein to the contrary, Resident shall not permit the Unit or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Unit or Bedroom by any such person or entity shall be a material Default of the Contract.

- q) **Privacy.** By signing this Contract, you agree to our Terms of Use, located at <https://www.landmarkproperties.com/terms-of-use/>, and consent to Landmark Properties' data collection, use, and disclosure practices, and other activities as described in our Privacy Policy, located at <https://www.landmarkproperties.com/privacy-policy/>, and any additional privacy statements that may be posted on an applicable part of the Service.

IN WITNESS WHEREOF, Landlord and Resident have executed this Contract as of the date and year first above written.

LANDLORD:

Retreat at Denton, LLC

By: LCD Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

EXHIBIT A
DEFINED TERMS

1. “**Additional Fees**” has the meaning set forth in Section 3.
2. “**Agent**” has the meaning set forth in Section 1(e).
3. “**Alternative Accommodations**” has the meaning set forth in Section 5(b).
4. “**Amenities**” shall mean, collectively, any club house, pools, hot tubs, fitness centers, fitness equipment, tanning beds, sports courts, WiFi internet service, grills, computer labs, roof decks, balconies, golf simulators, pool tables, movie theatres, or other recreational equipment or facilities located within the Facility Common Areas for the non-exclusive use by all residents of the Facility.
5. “**Bedroom**” has the meaning set forth in Section 4(a).
6. “**Condition Form**” has the meaning set forth in Section 7(b).
7. “**Contract**” has the meaning set forth in the preamble.
8. “**Contract Amount**” has the meaning set forth in Section 2(a).
9. “**Contract Term**” has the meaning set forth in Section 1(g).
10. “**Early Termination Notice**” has the meaning set forth in Section 21(b).
11. “**Effective Date**” has the meaning set forth in the preamble.
12. “**End Date**” has the meaning set forth in Section 1(g).
13. “**Event of Default**” has the meaning set forth in Section 18.
14. “**Facility**” has the meaning set forth in Section 1(a).
15. “**Facility Common Areas**” means all areas of the Facility to which all residents have general access from time to time, as provided in Landlord’s discretion.
16. “**Furnishings**” means all furniture, fixtures, equipment and appliances provided by Landlord for use in the Bedroom and/or the Unit Common Areas, but not any furniture, fixtures, equipment and appliances provided by Landlord for use in the other bedrooms within the Unit.
17. “**Guaranty**” has the meaning set forth in Section 16.
18. “**Landlord**” has the meaning set forth in Section 1(d).
19. “**Landlord Parties**” means (a) Agent, (b) the respective agents, employees, affiliates, officers, members and directors of Landlord and Agent, and (c) the successors and assigns of any of the aforementioned parties.
20. “**Utilities**” has the meaning set forth in Section 12.
21. “**Liability Policy**” has the meaning set forth in Section 14.
22. “**Lender**” has the meaning set forth in Section 31.
23. “**Management Office**” has the meaning set forth in Section 1(f).
24. “**Military Cause**” has the meaning set forth in Section 21(a).
25. “**Monthly Installment**” has the meaning set forth in Section 2(a).
26. “**Releasees**” has the meaning set forth in Section 29.
27. “**Resident**” has the meaning set forth in Section 1(c).
28. “**Resident Service Fee**” means costs associated with Resident access, events, amenities, and services at the Facility, including but limited to, those related to the administration and maintenance of Resident portals and other administrative services, Amenities, Common Areas, and other communal spaces at the Facility.
29. “**Rules and Regulations**” has the meaning set forth in Section 35.
30. “**Start Date**” has the meaning set forth in Section 1(g).
31. “**State**” has the meaning set forth in Section 40(l).
32. “**Transferee**” has the meaning set forth in Section 31.
33. “**Unit**” has the meaning set forth in Section 4(a).
34. “**Unit Common Areas**” means all areas within the Unit to which Resident and the other residents of the Unit have access without entering into any bedroom within the Unit.

EXHIBIT B
SCHEDULE OF ADDITIONAL FEES

1. **After- Hours Lockout Fee:** \$100.00
2. **Amenity Fee:** \$N/A
3. **Animal Deposit:** \$N/A
4. **Animal Violation Fee (First Violation):** \$150.00
5. **Animal Violation Fee (Additional Violation):** \$250.00
6. **Annual Activity Fee:** \$N/A
7. **Annual Recycling Fee:** \$N/A
8. **Administrative Fee:** \$150.00
9. **Application Fee:** \$60.00
10. **Contract Re-Assignment Fee:** \$500.00
11. **Garbage Removal Fee:** \$50.00 per item/bag, per day
12. **Holdover Resident Fee:** \$250.00 per day
13. **Lock Change Fee:** Shall mean, with respect to (a) the Bedroom or the Unit, \$75.00 and (b) the mailbox, \$75.00
14. **Monthly Animal Charge:** \$35.00
15. **Monthly Furniture Rental Fee (If applicable to property):** \$N/A
16. **Monthly Landlord Administered Liability Protection Program Fee (Liability Waiver Only):** \$13.00
17. **Monthly Premium Fees:** \$25.00 Private Balcony (in select floor plans)
18. **No-Cause Termination Fee:** The lesser of (a) the total Monthly Installments for the remainder Contract Term, or (b) the total Monthly Installments for a period of six (6) months
19. **One-Time Animal Charge:** \$300.00
20. **Parking Fee:** \$35.00 (Covered Spaces)
21. **Relocation Fee:** \$500.00
22. **Replacement Access Device Fee:** \$75.00
23. **Replacement Parking Permit Fee:** \$75.00
24. **Resident Service Fee:** \$75.00 due annually at Move in and Renewal Start
25. **Returned Payment Fee:** \$30.00
26. **Security Deposit:** \$100.00
27. **Smoke Detector Violation Charge:** \$250.00 per occurrence
28. **Sprinkler Violation Charge:** \$250.00
29. **Transportation Fee:** \$ N/A
30. **Unauthorized Person Charge:** \$100.00 per day
31. **Valet Trash Fee:** \$10.00 per month

EXHIBIT C

RULES AND REGULATIONS

Any and all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Housing Contract to which this Exhibit C is attached (the "Contract"). Resident acknowledges that Landlord shall have the right to assess reasonable charges for violations of these Rules and Regulations, and Resident shall pay such charges to Landlord in accordance with the Contract, even if the exact amount of any particular charge is not listed below or in the Contract. All of the Rules and Regulations shall apply to Resident's guests, and Resident shall be responsible for ensuring that Resident's guests comply with the provisions of this Exhibit C. Any reference to "Resident" in the below provisions shall apply equally to Resident's guests.

1. FACILITY.

- a. Resident shall use the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility for purposes of ingress and egress only. Resident shall not obstruct (or allow or cause bicycles, vehicles or other items to obstruct) the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility.
- b. Resident may not distribute, post, or hang any signs or notices in any portion of the Facility (other than the Bedroom and the Unit in accordance with these Rules and Regulations).
- c. Resident shall not leave bicycles in any area of the Facility, except on bicycle racks provided by Landlord (if any) in Landlord's sole discretion.
- d. Motorcycles, motor scooters, mopeds, e-bikes or other vehicles with internal combustion engines, ion batteries, or lithium batteries are prohibited in any building within the Facility.
- e. Team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc. shall be limited to the designated areas (if any) only. In no event shall such sports be played in parking areas or the pool area.
- f. Resident shall not move or remove any furniture provided by Landlord in the Facility Common Areas. Moving or removing such furniture will be considered disorderly conduct or theft, and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
- g. Use of the Facility Common Areas (including, but not limited to, the Amenities) shall be limited to Resident, Resident's guests, and the other residents (and other residents' guests) of the Facility. Guests of residents using the Facility Common Areas and/or the Amenities must be accompanied by Resident at all times. If Resident's guest is sixteen (16) years of age or younger, such guest must be accompanied by a parent or guardian at all times. Landlord shall have the right, in its sole discretion, to prohibit Resident's guests from using the Facility Common Areas and/or the Amenities.
- h. All household trash and garbage must be placed directly in (and not around or in the vicinity of) the applicable trash chute, bin, dumpster, or compactor located within the Facility. In no event shall Resident dispose of any furniture, mattresses, boxes, or construction debris in any of the trash receptacles provided by Landlord or elsewhere within the Facility. Resident shall not leave such trash and refuse in the Bedroom, the Unit, or other portions of the Facility. In no event shall Resident leave trash or refuse outside of the Unit for any time period, except for the placement of trash or refuse in the applicable trash chute. Should Resident fail to comply with this provision, Landlord reserves the right to charge Resident the Garbage Removal Fee, or such other fee as is reasonable under the circumstances, as determined by Landlord in Landlord's sole and absolute discretion. In addition, Resident shall be liable for the cost of any additional clean-up or repairs required as a result of any violation of this provision.
- i. Resident shall not operate any business within the Facility, including without limitation, a childcare service.
- j. Resident must be in compliance with all posted signs at the Facilities, including without limitation, rules related to Amenities.

2. BEDROOM AND/OR UNIT

- a. Resident shall not place any signs in the Bedroom or the Unit that are visible from the exterior of the building in which the Bedroom and the Unit are located. All draperies, drapery linings, shutters or blinds visible from the exterior of the Unit must show white or off-white. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place. Neon or flashing signs cannot be displayed in any window.
- b. Resident shall keep clean and uncluttered the patios and balconies that are a part of the Bedroom and/or the Unit. Resident shall not hang (or allow to be hung) garments, rugs or any other items from any exterior of the Bedroom or the Unit (including, without limitation, windows, patios, and balconies). Resident shall not throw, drop or hang any item out of the windows of the Bedroom or the Unit, or off the balconies or patios of the Bedroom and/or the Unit. Resident shall not use the patios or balconies for storage purposes. Resident shall not fence in, wire, or otherwise enclose the patios and/or balconies. Furniture on the balconies and patios of the Bedroom and/or the Unit shall be limited to furniture designed for outdoor use. Resident shall be subject to a written warning, fine, or both for violation of this provision, in addition to any clean-up costs or repairs required as a result of any violation of this provision. Landlord reserves the right to deny placement of items deemed inappropriate on or about Resident's Unit.
- c. Resident may place a welcome mat in front of entry to the Unit; provided, however, in no event shall Resident place a rug or carpet remnant in front of the entry to the Unit.
- d. Resident shall not install (or cause to be installed) any electrical or telephone wiring in the Unit or in any portion of the Facility.

- e. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident only for the purpose for which they were constructed. Sweepings, rubbish, rags, ashes, grease, and other foreign substances shall not be thrown in any plumbing apparatus.
- f. Except in the case of a fire, Resident shall not trigger the overhead sprinkler system in the Unit (if applicable). Resident acknowledges that a simple depression of the sprinkler head will result in a total draining of water from the overhead sprinkler system. To the full extent permitted by applicable law, Landlord shall not be liable for damages incurred if the overhead sprinkler system is triggered. If the overhead sprinkler system is triggered in the absence of a fire, Resident shall be subject to a written warning, the Sprinkler Violation Charge, or both, in addition to any clean-up costs or repairs required as a result of any violation of this provision.
- 3. PROHIBITED ITEMS.** Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility: (a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid-filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation pistols, rifles and other firearms, BB guns, paint pellet guns, nunchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers), (h) live-cut Christmas trees, wreaths or other live decorations, (i) pool tables, (j) hot plates, candles, halogen lamps, space heaters, cooking grills, lighter fluid, or any other item that has a heating element or open flame, (k) aerials, masts or other short wave radio transmitting equipment, or (l) satellite dishes.
- 4. ALTERATIONS TO UNIT.** Resident shall not modify any portion of the Unit (including, without limitation, the ceilings, floors, walls, shelves, closets) in any manner without Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion. Resident shall not place any decals, stickers or other adhesive materials on walls, windows or other surfaces of the Bedroom or the Unit. Posters shall be secured to the walls with push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using the proper picture-hanging hooks that do not penetrate through the dry wall boards. Resident shall not change the structure or appearance of the patios or balconies in the Bedroom and/or the Unit in any manner.
- 5. ANIMAL.**
- a. All pets and animals are prohibited in the Bedroom, the Unit, or anywhere else on the Facility unless and until (a) Landlord has approved in writing the pet or animal (which approval shall be granted or withheld in Landlord's sole discretion), (b) Landlord and Resident have executed an Animal Addendum (a copy of which is available at the Management Office), and (c) paid applicable fees. Animal and pet prohibitions apply to mammal, rodents, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit service or assistance animals from residing in the Unit, if Resident submits documentation from a health professional confirming the need for such service or assistance animal; however, such documentation from a health professional shall not be required in situations where there is an obvious need for the service or assistance animal. If Resident violates the terms of this provision, the following shall apply: (a) for the first (1st) violation, Landlord will issue Resident a written warning specifying the complaint, the Animal Violation Fee (First Violation) will be assessed against Resident, and Resident shall immediately remove the animal or pet from the Facility; and (b) for each additional violation, the Animal Violation Fee (Additional Violation) will be assessed against Resident, Resident shall immediately remove the animal or pet from the Facility, and (c) at the option of Landlord for any violation, there shall be an immediate Event of Default under the Contract. In addition to the Animal Violation Fee (First Violation) and Animal Violation Fee (Additional Violation), Resident shall be responsible for all costs and expenses related to a violation of this provision (including, but not limited to, cleaning and/or replacing carpet and pest control treatment).
- b. At Landlord's option, Landlord may elect to use a third-party pet screening service ("Pet Screening Service"). Should Landlord elect to use the Pet Screening Service, in addition to the requirements set forth above, Resident shall be required to enroll in the Pet Screening Service and comply with all obligations required by the Pet Screening Service, including but not limited to, the payment of any applicable fees charged by the Pet Screening Service in order to qualify the presence of such pet or animal at the Facility or in the Unit ("Pet Screening Service Qualification").
- 6. UTILITIES:**
- a. **IF RESIDENT CONTRACTS FOR UTILITIES:** Resident must cause all Resident Utilities (as such term is defined in the Utilities Addendum) except cable television, telephone services and/or internet services (to the extent such services are Resident Utilities under the Utilities Addendum) to remain active, even during university holidays.
- b. For all periods during freezing weather, unless Landlord instructs otherwise, Resident must, twenty-four (24) hours per day, (i) keep the Unit heated to at least sixty degrees Fahrenheit (60°F), (ii) keep cabinet and closet doors open, and (iii) drip water from all faucets. During warmer periods, Resident shall (i) not lower thermostat to less than sixty-five degrees Fahrenheit (65°F) as not to cause unit to freeze, (ii) not turn off system, and (iii) not set temperature higher than seventy-five degrees Fahrenheit (75°F). Resident shall be liable for all damages incurred in connection with a violation of this provision, including, but not limited to, damages caused by broken pipes.
- c. For the duration of the Contract Term, Resident shall replace, at Resident's expense, the light bulbs (60-watt bulbs maximum) in the Unit. Colored bulbs are not allowed in any light fixture visible from the exterior of the Unit.
- 7. INTERNET POLICY.** Resident's use of internet services and network access (collectively, the "Internet Services") in the Facility is

subject to the following terms and conditions:

- a. Resident may not use the Internet Services in a manner that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Unit.
- b. Resident may not use the Internet Services to operate an Internet-based business.
- c. To the fullest extent permitted by law, Resident acknowledges and agrees that Landlord is not liable to Resident for any losses incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident acknowledges and agrees that Resident does so at Resident's own risk.
- d. Resident shall not install network devices, whether wireline or wireless, to enable any person who does not reside in the Unit to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations, and must not interfere with the Internet Services or wireless systems operated by Landlord or any service provider at the Facility.
- e. To the extent that Landlord provides the Internet Services via a third party service provider, the following provisions shall also apply:
 - i. In connection with the Internet Services, the applicable service providers may need to access the Unit. Such service providers shall be permitted to enter the Unit in accordance with the provisions of the Contract.
 - ii. Resident shall not damage the equipment provided in connection with the Internet Services, and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, costs, expenses, and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Landlord is required to pay to the applicable service provider to cover the costs of any such damage.
 - iii. Landlord reserves the right, at any time and for any reason or no reason, to: (i) switch service providers, (ii) change the quantity and quality of the Internet Services, or (iii) discontinue Internet Services.
 - iv. If any sums due under the Contract are delinquent, to the extent permitted by applicable law, Landlord shall have the right to request that the applicable service providers interrupt or terminate Internet Services to the Unit (even if Resident subscribes services beyond those provided by Landlord) until Resident pays all outstanding sums.
 - v. Resident shall: (1) install, operate, and regularly update anti-virus software on Resident's computer; and (2) install and regularly update any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, the Internet Services provider's ability to provide the Internet Services to Resident or others at the Facility is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to the Internet Services provider's reasonable satisfaction that Resident's computer is free of viruses and the operating system is updated.

8. FIRE SAFETY

- a. Landlord may, but shall not be obligated to, provide barbeque grills in the Facility Common Areas. No other grills or hibachis are permitted in the Facility (including, without limitation, in the Units or the Unit Common Areas). Resident is responsible for any damage caused by improper use or violation of this rule and fines imposed pursuant to applicable law.
- b. Resident shall not tamper with, interfere with, or damage any alarm equipment and/or installations.
- c. Resident shall use fire warning devices and safety equipment only in an emergency situation. In the event of an alarm, Resident shall vacate the Unit immediately, and shall not return until instructed by the appropriate officials to do so. Residents who do not vacate their units during an alarm shall be subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and an immediate Event of Default under the Contract.
- d. Landlord will furnish smoke detectors as required by applicable law. For the duration of the Contract Term, Resident shall test the smoke detectors on a regular basis and pay for and replace batteries as needed, unless applicable law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. **RESIDENT SHALL NOT INTENTIONALLY DAMAGE, DISCONNECT, BLOCK, OR COVER THE SMOKE DETECTOR OR REMOVE A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY, AND RESIDENT SHALL IMMEDIATELY REPORT SMOKE DETECTOR MALFUNCTIONS TO LANDLORD. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE CONSIDERED AN IMMEDIATE EVENT OF DEFAULT UNDER THE CONTRACT AND SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESULT IN RESIDENT BEING LIABLE TO LANDLORD FOR ALL FINES INCURRED BY LANDLORD UNDER APPLICABLE LAW, ALL COSTS AND DAMAGES INCURRED BY LANDLORD AS A DIRECT OR INDIRECT RESULT OF THE INOPERATIVE SMOKE DETECTOR, AND THE SMOKE DETECTOR VIOLATION CHARGE.**
- e. Smoking is prohibited in all areas of the Facility. The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product, marijuana product, illegal drug, or other product in any manner or in any form. Any violation of this provision shall, at the option of Landlord, be an immediate Event of Default under the Contract. Resident shall also be responsible for the costs and expenses of cleaning and/or replacing carpet, furniture, or any other item due to any damage caused by a violation of this provision.

9. **KEYS; LOCK-OUTS.** Resident shall not change or alter the locks to the doors of the Unit or the Bedroom or install any additional locking devices on the door to the Unit or Bedroom. If Resident requests that Landlord change the locks to the Bedroom, the Unit and/or the mailbox, the Lock Change Fee will be assessed to Resident. In the event of a lockout, Resident shall contact the Management Office. Landlord may, but is not obligated, to provide after-hours lockout service and, if so provided, the After-

Hours Lockout Fee shall apply. **In the event of an emergency, Resident should call 9-1-1.**

10. PARTY GUIDELINES

- a. All parties/gatherings of fifteen (15) or more guests must be registered with Landlord. Registration of parties/gatherings does not release Resident from any of its obligations under the Contract, these Rules and Regulations, or any other exhibits or addenda attached to the Contract. No party of fifteen (15) or more guests may take place outside Resident's Unit at any given time or the party will be shut down.
- b. All parties shall be held in accordance with local laws and ordinances.
- c. The following shall apply to complaints concerning Resident's violation of this Section 10:
 - 1st complaint: A written warning will be issued and the party will be shut down.
 - 2nd complaint: A \$100.00 fine will be assessed against Resident and the party will be shut down.
 - 3rd complaint: A \$200.00 fine will be assessed against Resident and the party will be shut down.
 - 4th complaint: A \$300.00 fine will be assessed against Resident, the party will be shut down and Resident will become subject to eviction.
- d. Any violation of this provision may be considered an immediate Event of Default by Landlord.

11. HAZING. Hazing by any club, group, organization or individual on any portion of the Facility (including the Bedroom or the Unit) is strictly forbidden. Hazing includes any act that injures, degrades, or disgraces, any person. Pledging activities are prohibited in any portion of the Facility.

12. DRUGS. Illegal drugs and drug paraphernalia are prohibited in all areas of the Facility, including the Units. Resident shall not possess, manufacture or sell illegal drugs in any portion of the Facility, including the Units. The term "drug paraphernalia" includes, but is not limited to, bong, hash pipes, blow tubes, vaporizers, and water pipes.

13. SERVICE REQUESTS

- a. **RESIDENT SHALL CALL 9-1-1 IN CASE OF FIRE AND OTHER LIFE-THREATENING OR PROPERTY-THREATENING SITUATIONS.**
- b. Landlord offers responses to emergency service requests twenty-four (24) hours per day, seven (7) days a week. For after-hours emergencies, Resident shall call the Management Office's answering service at the Facility, or such other phone number as provided by Landlord from time to time, and leave a message (i) identifying the affected Unit, (ii) explaining situation and the requested action, and (iii) providing the best contact number for Resident. If the Management Office determines, in its commercially reasonable discretion, that (x) the situation requires immediate attention, the Management Office will contact the proper service personnel, or (y) the situation does not require immediate attention, the Management Office will address the situation during normal business hours. For non-emergency service requests, Resident shall call the Management Office during normal business hours or place a work order online. Resident shall not enter into a contract with an outside vendor for service to the Unit, the Bedroom or the Facility without Landlord's consent, which consent shall be granted or withheld in Landlord's sole discretion.

14. NOISE.

- a. Resident may not make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as may constitute a nuisance or disturbance to other residents. Accordingly, the following shall apply to complaints concerning Resident's violation of this provision:
 - 1st complaint: A \$50.00 fine will be assessed against Resident.
 - 2nd complaint: A \$100.00 fine will be assessed against Resident.
 - 3rd complaint and any subsequent complaint: A \$200.00 fine will be imposed and Landlord may, at its discretion, declare an Event of Default under the Contract.
- b. Neither Resident nor Resident's guests may use the Facility Common Areas, including without limitation, the parking facilities, in a manner that interferes with the use and enjoyment of other residents.
- c. Any general noise disturbances (i.e., noise from pool music, parties, machinery, etc., should be reported to the Management Office (during business hours) or the answering service (after hours)). If after normal business hours, the answering service will contact the appropriate personnel to handle the disturbance.

15. Amenities. To the extent available at the Facility, the following provisions shall apply to and govern the use of following specific Amenities:

- a. **Pool:** The Facility may be equipped with a pool. Resident hereby acknowledges that, unless required pursuant to applicable law, no lifeguard will be present at the pool, and Landlord shall not be obligated to supervise the pool, or cause the pool to be supervised. To the fullest extent permitted by applicable law, Resident's use of the pool is at Resident's sole risk. Resident shall abide by, and shall cause its permitted guests to abide by, below-listed rules applicable to the pool, as well as any additional rules or signs posted by the pool:

- i. Resident shall follow all rules posted in the pool area. In the event of a conflict between this Section and the rules posted at the pool area, the rules posted at the pool area shall govern and control.
 - ii. Resident shall not be permitted to have any more than one (1) guest in the pool area at any given time.
 - iii. No glass containers or alcoholic beverages are permitted in the pool area at any time.
 - iv. **NO DIVING IS PERMITTED.**
 - v. Access to the pool area is permitted during the posted hours of operation only.
 - vi. No pets are permitted in or around the pool area.
 - vii. Landlord reserves the right to prohibit any person from using the pool or accessing the pool area at any time.
- b. **Fitness Center:** The Facility may be equipped with a fitness center (the “**Fitness Center**”) which contains a variety of fitness-related machines and equipment (the “**Fitness Equipment**”). Resident shall abide by all rules posted at the Fitness Center. To the fullest extent permitted by applicable law, use of the Fitness Center and the Fitness Equipment is at Resident’s sole risk. In no event shall any of Resident’s guests be permitted to use the Fitness Center or Fitness Equipment.
- c. **Tanning Bed:** The Facility may be equipped with a tanning facility (the “**Tanning Facility**”) which contains one (1) or more tanning beds or other sunless tanning devices (each, a “**Tanning Device**” and collectively, the “**Tanning Devices**”). Resident shall abide by the following rules applicable to the Tanning Facility, as well as any and all additional rules posted at the Tanning Facility: (i) Resident shall use protective eyewear at all times when using any Tanning Device; (ii) Resident shall utilize a Tanning Device no more than one (1) time in any twenty-four (24) hour period; (iii) Resident shall obtain approval from a physician prior to using any Tanning Device if Resident is pregnant, Resident has a history of skin problems, or Resident is taking prescription or over-the-counter drugs; and (iv) Resident shall comply with all applicable laws regarding the use of Tanning Devices. In no event shall any of Resident’s guests be permitted to use the Tanning Facility or any Tanning Device. **RESIDENT ACKNOWLEDGES AND AGREES THAT (I) THE FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR PERMANENT INJURY TO RESIDENT’S EYES, (II) OVEREXPOSURE TO THE TANNING PROCESS CAUSES BURNS, (III) REPEATED EXPOSURE TO THE TANNING PROCESS MAY CAUSE SKIN CANCER OR PREMATURE AGING OF THE SKIN., (IV) ABNORMAL SKIN SENSITIVITY OR BURNING MAY RESULT FROM THE TANNING PROCESS IF THE CUSTOMER IS ALSO CONSUMING OR USING CERTAIN (A) FOODS, (B) COSMETICS, (C) MEDICATIONS SUCH AS TRANQUILIZERS, ANTIBIOTICCS, DIURETICS, HIGH BLOOD PRESSURE MEDICATION, ANTINEOPLASTICS OR BIRTH CONTROL PILLS, AND (V) ANY PERSON TAKING A PRESCRIPTION OR OVER-THE-COUNTER DRUG SHOULD CONSULT A PHYSICIAN BEFORE USING A TANNING DEVICE. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE RULES AND WARNINGS STATED ABOVE, AS WELL AS ANY OTHER WARNINGS REQUIRED BY APPLICABLE LAW WITH RESPECT TO TANNING EQUIPMENT OR FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE TANNING FACILITY AND THE TANNING DEVICES IS AT RESIDENT’S SOLE RISK. WITHOUT LIMITING THE FOREGOING, RESIDENT HEREBY EXPRESSLY ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH), SICKNESS (INCLUDING CANCER) OR ACCIDENT WHICH RELATES TO THE USE OR THE MISUSE OF THE TANNING DEVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT HEREBY RELEASES LANDLORD AND THE LANDLORD PARTIES FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE TANNING FACILITY AND/OR THE TANNING DEVICES, (II) RESIDENT’S USE OR MISUSE OF THE TANNING FACILITY AND/OR THE TANNING DEVICES, AND (III) THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR LANDLORD PARTIES WITH RESPECT TO THE TANNING FACILITY AND/OR THE TANNING DEVICES.**
- d. **Juliette Balconies:** Resident acknowledges that the Unit may be equipped with one or more decorative balconies with narrow ledges and decorative railings. Resident acknowledges that, although the doors to the balconies open, the balcony is not designed to bear weight. Resident agrees that he/she will not (and shall inform Resident’s guests that they may not) stand on the balcony, bear weight on the balcony, lean on the railings of the balcony, or hang over or off of the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident’s guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses caused by or related to the use of the balcony by Resident or Resident’s guests.
- e. **Balconies, general.** Resident acknowledges that the Unit may be equipped with one or more balconies. Resident agrees that he/she will not sit on the railing of the balcony, place items on the railing of the balcony, permit items to be thrown from the balcony, or hang over or off the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident’s guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses, whether to person or property, caused by or related to the use of the balcony by Resident or Resident’s guests.

16. PARKING AND TOWING.

- a. Resident shall not park any motor vehicle at the Facility until: (i) Landlord and Resident execute the Parking Addendum, (ii) Resident registers Resident’s vehicle with Landlord, (iii) Resident obtains a parking permit (the “**Parking Permit**”) from Landlord, if applicable, and (iv) Resident pays the Parking Fee, if applicable. Resident is not entitled to a Parking Permit, and Landlord reserves the right to decline to issue Resident a Parking Permit or to revoke a Parking Permit for any reason. If Landlord declines to issue a Parking Permit to Resident, or if Landlord revokes the Parking Permit from Resident, Resident shall not park at the Facility.
- b. Any motor vehicle parked at the Facility is parked at the risk of Resident or Resident’s guests or invitees. Landlord is not responsible or liable for any loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents

and Resident hereby waives any claims against Landlord for any such damage. Landlord shall not be liable for damages or loss to person or property of Resident or Resident's guests or invitees caused by: i) Resident's failure to observe and maintain recommended security practices; b) Resident's failure to notify landlord of any problem or defect of the parking facilities; or c) any instance of theft or other criminal activity occurring at the Facility.

- c. If available at the Facility, parking may be provided for guests in the designated guest parking areas on a first come, first served basis. At no time are guests permitted to park in areas other than the designated guest parking areas as applicable. Landlord shall not be liable in any manner if there are not available parking spaces for the use of Resident's guests
- d. Motor homes, campers, trailers, boats, personal water craft, and vehicles with more than (two) 2 axles are not permitted on the property at any time.
- e. Resident shall not park a vehicle in any parking space specifically designated for the specific use of others, including but not limited to, guests, other residents or future residents, compact vehicles, electronically charged vehicles, and retail patrons.
- f. The parking spaces at the Facility shall not be used for any purpose other than parking. For avoidance of doubt, Resident shall not perform maintenance on or wash vehicles at the Facility. The parking space may be used only for parking passenger automobiles. The parking space may not be used for storage or for oversized vehicles, boats, RV, jet skis, or commercial vehicles. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense.
- g. Resident must be in compliance with all posted signs on the property, including but not limited to, speed limit signs and other traffic instructions, and signage related to accessible parking spaces, parking pay stations or meters, or they will be cited and subject to tow without warning, at Resident's expense.
- h. Resident acknowledges that parking may be inadequate at certain times (including, without limitation, during sporting events, homecoming, graduation and other special events). In no event shall Landlord be liable to Resident for any damage or inconvenience caused by the unavailability of parking.
- i. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 16.
- h. **NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY LANDLORD TO RESIDENT REGARDING THE PARKING FACILITIES. LANDLORD NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) RESIDENT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM OR DEFECT RELATED TO THE PARKING FACILITIES, OR (B) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING IN THE PARKING FACILITIES.**

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

Retreat at Denton, LLC

Printed Name: _____

By: LCD Management, LLC., Its agent.

By: _____

Name: _____

Title: _____

⁶ *Alyssa D Miera*

⁷ *Danielle Colvin*

USE OF PROPERTY ADDENDUM

This Use of Property Addendum (this "**Addendum**") is made and entered into as of 10/03/2023 (the "**Effective Date**") by and between Retreat at Denton, LLC ("**Landlord**") and Alyssa D Miera, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of 08/01/2024 (the "**Contract**") for a bedroom (the "**Bedroom**") in the The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207, (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Visitor Policies and Procedures.** Resident shall register with Landlord in writing each guest of Resident who occupies his or her Bedroom or Unit for more than one (1) day. Resident shall not have guests for more than two (2) consecutive days or nights at a time unless Landlord consents in writing to a longer period, which consent shall be granted or withheld in Landlord's sole discretion. All guests must (a) be accompanied by Resident at all times, (b) comply with the Contract, including, without limitation, the Rules and Regulations, and (c) park vehicles in designated visitor parking (if any). Landlord reserves the right to require any non-resident of the Facility to leave the Facility at any time, for any reason or no reason. If Landlord determines that a guest has been residing in the Unit for more than two (2) consecutive days or nights without Landlord's written consent, it shall be an Event of Default under the Contract and, without limiting any other remedy of Landlord, Resident shall pay Landlord upon demand the Unauthorized Person Charge. Resident shall be responsible for informing his/her guests of the Contract, including, without limitation, the Rules and Regulations and for the actions of his/her guests.
3. **Packages and Mail.** Resident agrees and understands that Landlord may deliver mail to individual apartment mailboxes if the U.S. Postal Service requests such delivery from time to time, and prompt delivery may be impossible. To the full extent permitted by law, Landlord is not responsible for lost or damaged envelopes or any other type of mail delivery. When Resident vacates the Bedroom and the Unit, whether at or prior to the End Date, Resident shall notify the U.S. Postal Service to forward Resident's mail to such address as Resident may specify. Resident agrees that Landlord shall not be required to forward mail to Resident. It is within Landlord's sole discretion whether to accept mail and packages on behalf of Resident. By signing this Addendum, Resident authorizes Landlord, in its sole discretion, to accept packages on behalf of Resident. Resident acknowledges that Landlord will not accept any package shipped COD or having postage due. If Landlord accepts a package on behalf of Resident, Landlord shall not be obligated to (a) provide a signature to the carrier, (b) examine the condition of the package, (c) determine the contents of the package, (d) inform Resident that a package has been delivered, or (e) take any precautions in the handling and storage of the package. Landlord has the right, but not the obligation, to return to the delivery agent any packages not claimed by Resident within two (2) weeks of delivery. If Landlord, in its sole discretion, accepts packages, it does so solely as a favor to Resident, without consideration, and Resident hereby releases Landlord from any claim Resident may otherwise have for loss or damage suffered as a result of Landlord's accepting, refusing to accept, holding, storing, handling or disposing of any such package, even if such loss or damage is due to the negligence or other act of omission of Landlord or any party acting on behalf of Landlord. Additionally, Resident agrees to indemnify Landlord for any claims made by a third party that are related to a package for Resident. Resident, and not Landlord, assumes all risks of damage, theft, destruction, or loss for any reason with respect to any package received or held by Landlord. As used herein, the term "**package**" includes, but is not limited to, any parcels, goods, or other items of value. Resident agrees that Landlord may curtail or eliminate any package service in its sole discretion, and Resident will not be relieved from the terms of the Contract or entitled to any reduction in Monthly Installments or any Additional Fees and Fines if such service is curtailed or eliminated.
4. **Photograph Release.** Resident hereby grants Landlord permission to use any photograph or photographic image, including without limitation, videos or video stills (any such material, an "**Image**") taken of Resident while Resident is in any Facility Common Areas, grounds or office at the Facility, or at any Facility-sponsored events in the Facility or otherwise. Resident acknowledges that Resident's Image shall only be used by Landlord for legitimate business purposes. Resident grants Landlord, any affiliate of Landlord, and such parties' successors and assigns, and those acting with such parties' authority and permission, the irrevocable and unrestricted right and permission to copyright, in their own name or otherwise, and use, re-use, publish, and re-publish the Image(s) of Resident or in which Resident may be included, in whole or in part, in composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Resident's name or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. Resident also consents to the use of any printed matter in

conjunction therewith. Resident hereby waives any right that he/she may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Resident hereby releases, discharges, and agree to hold harmless Landlord, any affiliate of Landlord, and such parties' assigns, and all persons acting under their permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking or processing the Image(s), as well as any publication. Resident forever discharges Landlord, any affiliate of Landlord, and such parties' officers, employees, attorneys, representatives, insurers, successors and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of Resident's Image. This release contains the entire agreement on this subject matter between the parties hereto and will be binding upon and inure to the benefit of the successors and assigns of the undersigned. The terms of this Section shall survive the expiration of the Contract Term or earlier termination of the Contract.

5. **Amenity Use.** Resident acknowledges that non-resident employees of the Facility may be permitted to access and use the Amenities.

6. **Condition of the Unit and Bedroom.**

a. **Mold Disclosure.** Resident acknowledges there are no established guidelines for unacceptable air quality caused by mold and that mold is a naturally occurring phenomenon. Resident also acknowledges that Resident's housekeeping and living habits are an integral part of the ability of mold to grow, and that in order for mold to grow, water and/or moisture must be present. Resident agrees to maintain the Bedroom and Unit in a manner that prevents the occurrence of mold or mildew growth within the Bedroom and Unit. Landlord shall not be responsible for any injuries or damages to Resident or any other person relating to mold caused, in whole or in part, by Resident's failure to clean and maintain his or her Bedroom or the Unit Common Areas as herein required, or to promptly notify Landlord of conditions in need of repair or maintenance. Resident further agrees to indemnify and hold harmless Landlord and Landlord's agents, employees, representatives, subsidiaries or other personnel ("Landlord Agents") from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Landlord or Landlord Agents may sustain or incur as a result of Resident's failure to comply or perform with the obligations in this Addendum or as the result of intentional or negligent action or failure to act on the part of Resident, Resident's guest(s) or any other person living in, occupying, or using the Unit or Bedroom. Resident understands and agrees that failure to do any of the actions in this Addendum shall constitute a materially non-compliance with the Contract, and that Resident may be held financially responsible for all damage resulting from Resident's failure to comply with this Addendum.

b. **Bed Bugs; Pests.** Resident acknowledges that: (a) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (b) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents to Landlord that neither Resident nor Resident's personal property has been previously exposed to or infested with bed bugs, and that no bed bugs will be transported into the Unit by Resident. In the event that bed bugs are found in the Unit, Resident shall be responsible for: (a) immediately notifying Landlord of any infestation or presence of bed bugs; (b) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (c) thoroughly cleaning all luggage, handbags, shoes and clothes; and (d) cooperating with the Landlord's extermination and other remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture or other Furnishings, if requested by Landlord. All damages by bed bugs shall be deemed damages exceeding normal wear and tear. In the event there are bed bugs or other pests in the Unit not caused by the Landlord, Resident agrees to pay Landlord, upon demand, for all bed bug-related or other pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Facility, and the replacement of any Furnishings damaged by bed bugs. In no event shall Resident treat any bed bug infestation independently, and Landlord reserves the sole right to select an exterminator and devise a treatment plan. In the event that Resident's representations with respect to the bed bugs are untrue or Resident fails to comply with any terms of this Section, it shall be an immediate Event of Default under the Contract, and Landlord shall be entitled to pursue any rights or remedies available under the Contract or applicable law including, but not limited to, terminating the Resident's right of possession of the Bedroom and the Unit. In no event shall Landlord be liable to Resident or Resident's guests for personal injury, damage or loss of personal property related to pest infestation.

c. **Access Device.** Resident hereby acknowledges and agrees that any Landlord-provided devices or access items, including but not limited to, Access Devices, key fobs and control cards ("Access Items"), are the property of Landlord and are issued to Resident for the sole and exclusive use by Resident and shall be returned to Landlord in their original condition on the End Date or at the earlier request of Landlord. Resident represents and warrants that

Resident understands how to use the Access Items. Resident will not act in any way to impair the use or function of the Access Items and agrees to comply with all instructions, rules or procedures instituted by Landlord regarding the use of the Access Items. Should Resident fail to return the Access Items to Landlord upon request, allow any other person to borrow or use the Access Items in any fashion, duplicate or copy the Access Items in any manner, or lose or damage the Access Items, Resident shall be liable for such damage and/or misuse.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

Retreat at Denton, LLC

By: LCD Management, LLC, Its agent.

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

HOUSING CONTRACT ADDITIONAL PROVISIONS ADDENDUM

This Housing Contract Additional Provisions Addendum (this "**Addendum**") is made and entered into as of **10/03/2023** (the "**Effective Date**") by and between **Retreat at Denton, LLC** ("**Landlord**") and **Alyssa D Miera**, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of **08/01/2024** (the "**Contract**") for a bedroom (the "**Bedroom**") in the **The Retreat at Denton** located at **155 Precision Drive, Denton, TX 76207** (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Late Payment Fees.** Section 9 of the Contract is amended by adding the following after the penultimate sentence thereof:
"RESIDENT ACKNOWLEDGES THAT THE INITIAL LATE PAYMENT FEE AND THE DAILY LATE PAYMENT CHARGE ARE REASONABLE ESTIMATES OF UNCERTAIN DAMAGES LANDLORD MAY INCUR AS A RESULT OF A LATE PAYMENT OF THE MONTHLY INSTALLMENT. ACCEPTANCE OF SUCH INITIAL LATE PAYMENT FEE OR DAILY LATE PAYMENT CHARGES BY LANDLORD SHALL IN NO EVENT CONSTITUTE A WAIVER OF RESIDENT'S DEFAULT WITH RESPECT TO SUCH OVERDUE AMOUNT, NOR PREVENT LANDLORD FROM EXERCISING ANY OF THE OTHER RIGHTS AND REMEDIES GRANTED IN THIS CONTRACT."
3. **Method of Payment.** Section 10 of the Contract is amended by adding the following at the beginning thereof:
"Unless Landlord otherwise agrees in writing, Resident may not make any payment required under this Contract in cash. Landlord shall have no obligation to accept any cash payment made by Resident, and any attempted cash payment made by Resident that is not accepted by Landlord shall not constitute a payment under this Contract."
4. **Security Deposit.** Section 15 of the Contract is amended by adding the following at the end thereof:
"Notwithstanding anything contained in this Section 15 to the contrary, Resident must provide Landlord at least thirty (30) days' prior written notice of surrender of the Premises and a written statement of Resident's forwarding address for purposes of refunding the Security Deposit before Landlord is obligated to refund or account for the Security Deposit."
5. **Contract Guaranty.** Section 16 of the Contract is amended by deleting the last sentence thereof and replacing same with the following:
"ANY GUARANTY REQUIRED UNDER THIS CONTRACT SHALL BE VALID FOR THE ENTIRE CONTRACT TERM AS WELL AS ANY RENEWALS THEREOF ENTERED INTO PRIOR TO THE LAST DATE OF GUARANTOR RENEWAL (AS SUCH TERM IS SET FORTH IN THE GUARANTY). GUARANTOR IS ONLY LIABLE UNDER A RENEWAL OF THE CONTRACT IF SUCH RENEWAL INVOLVES THE SAME PARTIES AS THE ORIGINAL CONTRACT AND THE RENEWAL DOES NOT INCREASE GUARANTOR'S POTENTIAL FINANCIAL OBLIGATION FOR THE CONTRACT AMOUNTS THAT EXISTED UNDER THE ORIGINAL CONTRACT."
6. **Entry.** Notwithstanding anything contained in Section 17 of the Contract to the contrary, landlord must make a reasonable effort to provide Resident at least twenty-four (24) hours prior notice before exercising Landlord's right to enter the Unit and the Bedroom to show the Unit and the Bedroom to prospective residents, lenders, insurance representatives, and purchasers.
7. **Resident's Statutory Right to Terminate.** Section 21 of the Contract is amended by deleting Section 21(a) in its entirety and replacing it with the following:
"a) Statutory Termination Right. Resident may have special statutory rights to terminate this Contract early in certain situations involving family violence, military deployment or transfer, or certain sexual offenses or stalking.
8. **Move-Out.** Notwithstanding anything contained in Section 22 of the Contract to the contrary, Landlord shall have a lien for unpaid Monthly Installments and other charges due under the Contract against all of Resident's nonexempt

personal property that is in the Bedroom or the Unit and may seize such nonexempt property if Resident fails to timely pay Monthly Installments or any other charges due under the Contract. Subchapter C, Chapter 54 of the Texas Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045 of the Texas Property Code and proceeds from such sale or disposition may be applied to pay reasonable packing, moving, storage and sale costs.

9. **Subletting and Renting.** Section 23 of the Contract is amended by deleting Section 23 in its entirety and replacing it with the following:

“This Contract permits Resident, and Resident only, to live in the Bedroom. Resident shall occupy the Bedroom as a private residence in accordance with the terms of this Contract and for no other purpose. Resident shall not (a) sublease the Bedroom and/or the Unit, or (b) lease, rent or otherwise allow others to occupy the Bedroom or the Unit through Airbnb, Inc. or any similar service, or any website or other medium which is used to list, find and rent lodging. Any subletting, assignment or other allowances of others to occupy the Bedroom or Unit will be considered an immediate default under this Contract, and Landlord may exercise any right or remedy offered under Section 19 of this Contract, as well as available to Landlord at law and equity.”

10. **Holdover.** Notwithstanding anything contained in Section 27 of the Contract to the contrary, any holding over by Resident shall constitute an Event of Default under the Contract and a tenancy at sufferance.

11. **Security.** Notwithstanding anything contained in Section 30 of the Contract to the contrary, Subchapter D, Chapter 92 of the Texas Property Code requires the Unit be equipped when the Resident takes possession with certain types of locks and security devices, including: (1) a window latch on each exterior window; (2) a doorknob lock or keyed deadbolt lock on each exterior door; provided, however, Landlord is not required to install a doorknob lock or keyed deadbolt lock, at Landlord's expense, if such exterior doors meet the requirements of §92.153(f) of the Texas Property Code; (3) a sliding door pin lock on each exterior sliding glass door; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door; and (5) a keyless bolting device and a door viewer on each exterior door; provided, however, Landlord is not required to install a keyless bolting device on such exterior doors, at Landlord's expense, if Landlord is expressly required or permitted to periodically check on the well-being or health of Resident, as provided in §92.153(e)(3) of the Texas Property Code. The Resident has the right to install or rekey a security device required by Subchapter D, Chapter 92 of the Texas Property Code and deduct the reasonable cost from the Resident's next Monthly Installment as provided by §92.164(a)(1) of the Texas Property Code. All notices or requests by Resident under Subchapter D, Chapter 92 of the Texas Property Code must be in writing. Resident shall pay for all repairs to, and replacements of, security devices if such repairs and replacements are necessitated by misuse or damage by Resident, a member of Resident's family, or an occupant, guest or invitee of Resident. Installation of additional security devices or additional rekeying or replacement of security devices desired by Resident may be paid by Resident in advance in accordance with §92.162(c) of the Texas Property Code, and may be installed only by contractors authorized by Landlord. Landlord may deduct from the Security Deposit reasonable costs incurred by Landlord to rekey the Security Devices as authorized by §92.156(e) of the Texas Property Code. The term "security device" shall have the same meaning as such term is defined in §92.151 of the Texas Property Code.

12. **Condition of Premises.** Notwithstanding anything contained in the Contract to the contrary, Subchapter B, Chapter 92 of the Texas Property Code and the following shall governs repair obligations:

a) **Repair Requests.** All requests for repairs must be in writing and delivered to Landlord. If Resident is delinquent in any Monthly Installment at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Bedroom, the Unit or the Facility that materially affects the physical health or safety of an ordinary resident, Resident may call Landlord or, if applicable, Landlord's property manager. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

b) **Notice.** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Contract or the Texas Property Code, Resident may be entitled to exercise remedies under §92.056 and §92.0561 of the Texas Property Code. If Resident follows the procedures under those sections, the following remedies may be available to Resident: (1) terminate the Contract and obtain an appropriate refund under §92.056(f) of the Texas Property Code; (2) have the condition repaired or remedied according to §92.0561 of the Texas Property Code; (3) deduct from the rent the cost of the repair or remedy according to §92.0561 of the Texas Property Code; and (4) obtain judicial remedies according to §92.0563 of the Texas Property Code. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Texas Property Code presumes that seven (7) days is a reasonable period of time for Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a

different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Resident to be in default of the Contract.

c) **Completion of Repairs.**

(1) Resident may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

(2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Texas Property Code.

d) **Payment of Repair Costs.**

(1) Except as otherwise specified in the Contract, Landlord will pay to repair or remedy conditions in the Facility in need of repair if Resident complies with the procedures for requesting repairs as described in this Section. This includes, but is not limited to, repairs to the following items not caused by Resident or Resident's negligence:

(i) heating and air conditioning systems;

(ii) water heaters; or

(iii) water penetration from structural defects.

(2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:

(a) conditions caused by Resident, an occupant, or any guest or invitee of Resident;

(b) damage to doors, windows, and screens;

(c) damage from windows or doors left open;

(d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Bedroom or the Unit;

(e) items that are cosmetic in nature with no impact on the functionality or use of the item; and

(f) the following specific items or appliances: clogged toilets, clogged garbage disposal, residents personal property, light bulbs

e) **Advance Payments and Reimbursements.** Landlord may require advance payment of repairs or payments under this Section for which Resident is responsible. Resident must promptly reimburse Landlord the amounts under this Section for which Resident is responsible.

13. **Smoke Alarms.** Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Resident must not disconnect or intentionally damage a smoke alarm or remove the battery without immediately replacing it with a working battery and Resident may be subject to civil penalties and liability for damages and attorney fees under §92.2611 of the Texas Property Code. Resident hereby waives the inspection and repair requirements set forth in §92.258 of the Texas Property Code.

14. **Default of Contract.** Notwithstanding anything in Section 18 of the Contract to the contrary, Resident shall be in violation of the Contract, and it shall be an "Event of Default" if Resident keeps any unlawfully-owned handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in any part of the Facility, including without limitation, the Bedroom and the Unit.

15. **Landlord's Lien.** The following is inserted as Section 40(p) of the Contract:

"Landlord's Lien. To the extent allowed under state or local law, all property belonging to Resident within the Unit is subject to a contractual lien to secure payment of delinquent Contract Amounts, Monthly Installments or any Additional Fees. Should Landlord be required to exercise the lien as defined in this Section 40(o), Landlord's representative may peacefully enter the Unit and remove and/or store all property subject to this lien in accordance with Section 22 above. All property in the Unit will be presumed to be Resident's unless proven otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the Unit, including a list of items removed, the amount of delinquent Contract Amount or Monthly Installments due, and the name, address and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent amounts are fully paid."

16. **Prohibited Items.** Notwithstanding anything in Section 3 of the Rules and Regulations to the contrary, Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility:

(a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid- filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and

other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation Unlawfully-owned pistols, rifles and other firearms, BB guns, paint pellet guns, nunchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers).

17. **Class Action Waiver.** Resident agrees that Resident will not participate in any class action claims against Landlord or Landlord's representatives, employees, agents, or management company. Resident must file any claim against Landlord individually, and **Resident expressly waives Resident's ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against Landlord in any forum. RESIDENT UNDERSTANDS THAT, WITHOUT THIS WAIVER, RESIDENT COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, RESIDENT ACCEPTS THIS WAIVER AND CHOOSE TO HAVE ANY CLAIM(S) DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

18. **Virus Warning and Waiver.** Due to the inherent risk of exposure to Viruses on the premises as defined In Section 92.001 of the Texas Property Code (the "Premises"), it is important that Resident diligently 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. Resident should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises, including any roommate, are not carrying Viruses, or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises, including in your unit:

(a) Resident must exercise due care for Resident's safety at all times.

(b) Resident agrees to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.

(c) Resident agrees to release, indemnify, discharge and hold Landlord and Landlord's representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Viruses, including but not limited to any negligent act or omission by Landlord, which might occur as a result of Resident being on the Premises.

19. **Virus Rules and Notification.** Resident agree to follow any community policies or rules related to COVID-19 and/or other virus strains (collectively "Viruses"). If Resident suspects or knows Resident has been exposed to any Viruses, Resident should follow guidelines from the CDC and state or local health authorities.

20. **Landlord's Right to Terminate for Apartment Community Damage or Closure.** If, in Landlord's sole judgement, damages to the Bedroom, Unit or building are significant or performance of needed repairs poses a potential danger or hazard to Resident, Landlord may terminate Contract and Resident's right to possession by giving Resident at least five (5) days' written notice. If termination occurs, Resident agrees Landlord will refund only prorated rent and all deposits, minus lawful deductions. Landlord may remove Resident's personal property if, in Landlord's sole judgment, it causes a health or safety hazard or impedes Landlord's ability to make repairs.

21. **Photo/Video Release.** When signing this Lease, Resident grants Landlord permission to use any photograph or video taken of Resident while Resident is using property common areas or participating in any event sponsored by Landlord.

22. **Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of Landlord's performance. When Landlord receive money, other than water and wastewater payments subject to government regulation, Landlord may apply it at Landlord's option and without notice first to any of Resident's unpaid obligations, then to accrued rent. Landlord may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon Landlord's demand. After the due date, Landlord does not have to accept any payments.

23. **Measurements.** Any dimensions and sized provided to Resident relating to the Unit or Bedroom are only approximations or estimates; actual dimensions and sizes may vary. There will be no adjustment in rent paid if the actual dimensions vary from advertisement or representatives.

24. **Representations.** Resident agrees that designations or accreditations associated with the property are subject to change.

25. **Testing.** In the event Resident desires to conduct any tests, which are non-destructive, Resident shall provide forty-eight (48) hours written notice to Landlord or Landlord's representative. In the event Resident desires to conduct any tests which are destructive. Resident shall provide not less than seventy (72) hours written notice to Landlord or Landlord's Representative and obtain prior written permission from Landlord or Landlord's representative. Absent appropriate written notice for non-destructive testing or destructive testing, as applicable, such testing shall be considered inadmissible in any legal proceedings if Landlord objects.

26. **Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Addendum by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:
Retreat at Denton, LLC

RESIDENT:

By: LCD Management, LLC, its agent

Printed Name: _____

By: _____
Name: _____
Title: _____

Insurance Addendum

This Insurance Addendum (this “**Addendum**”) is made and entered into as of 10/03/2023 (the “**Effective Date**”) by and between Retreat at Denton, LLC(“**Landlord**”) and Alyssa D Miera, an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with a start date of 08/01/2024 (the “**Contract**”) for a bedroom (the “**Bedroom**”) at The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207 (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. **Liability Insurance.** Resident is required to acquire and maintain for the duration of the Contract Term (and any extension thereof) coverage for Resident’s (and Resident’s guests) legal liability for damage to the landlord’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, in a minimum policy coverage amount of \$100,000.00 per occurrence (the “Liability Policy”). Resident shall provide written proof of the Liability Policy in the form of a declaration page or certificate of insurance prior to the date on which Resident occupies the Unit, and thereafter upon Landlord’s request.

3. **Landlord Administered Liability Protection Program.** In the event that Resident fails to deliver Landlord such written proof of the Liability Policy, Resident hereby automatically elects for Landlord to enroll Resident in a service program administered by Landlord and backed by a liability coverage program administered by an insurance company selected by Landlord, in Landlord’s sole discretion (“Landlord Administered Liability Protection Program”). Resident shall reimburse Landlord for the cost of the Landlord Administered Liability Protection Program as an Additional Fee of **\$13.00 per month**. Upon payment of the Additional Fee for Landlord Administered Liability Protection Program, both student and non-student Residents will be eligible for coverage.

The Landlord Administered Liability Protection Program will satisfy the minimum required insurance coverage listed in Section 2 above. Resident hereby acknowledges and agrees to the following terms of the Landlord Administered Liability Protection Program:

1. The Landlord Administered Liability Protection Program is not personal liability insurance or renter’s insurance. Landlord makes no representation that the Landlord Administered Liability Protection Program covers the Resident’s personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident’s choice.
2. The Landlord Administered Liability Protection Program 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 Liability Policy under the Lease Agreement.
3. Enrollment in the Landlord Administered Liability Protection Program is not mandatory, and Resident may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident’s choice, after which time enrollment in the Landlord Administered Liability Protection Program will be terminated by the Landlord. If Resident obtains Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident’s choice, Resident agrees to name Landlord as additional interest.

4. **Additional Coverage.** Resident acknowledges that Resident has reviewed this notice in detail and understands that coverage under the Landlord Administered Liability Protection Program may not cover all items covered under other liability policies and Resident may need to procure additional coverage if desired.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

Retreat at Denton, LLC

By: LCD Management, LLC, its agent

By: _____
Name: _____
Title: _____

Printed Name: _____

² *Alyssa D Miera* ³ *Danielle Colvin*

CREDIT PROGRAM ADDENDUM

This Credit Program Addendum (this "Addendum") is made and entered into as of 10/03/2023 (the "Effective Date").

Retreat at Denton, LLC ("Landlord") and Alyssa D Miera, an individual ("Resident") entered into that certain Housing Contract with a start date of 08/01/2024 (the "Contract") for a bedroom (the "Bedroom") in the The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207 (the "Facility") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resident hereby acknowledges and agrees as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. **Credit Program.** Resident acknowledges Resident shall be enrolled in Landlord's credit reporting program, RentPlus a credit reporting and financial tool provided by Simplified Business Group, LLC, doing business as Rent Dynamics, ("RentPlus") to report Resident's Monthly Installments due under the Contract to one or more consumer reporting agencies (e.g., Equifax, TransUnion, and/or Experian) (the "Credit Program"). By participating in the Credit Program, the timeliness and completeness of Resident's payments under the Contract shall be reported by RentPlus to one or more credit reporting agencies. Enrollment in the Credit Program is subject to the terms and conditions set forth in this Addendum and the RentPlus Terms of Use that can be found at www.rentplus.com/terms-of-use. The Credit Program services and fees may be altered, changed, terminated or otherwise modified by RentPlus with thirty (30) days' advance notice to Resident. Resident hereby acknowledges and agrees that Transunion may provide individual credit reports to RentPlus solely for the purpose of tracking changes to Resident's credit score over periods of time in order to measure the effectiveness of the Credit Program, and such credit score information will be available to Resident in the RentPlus resident portal for so long as Resident is enrolled in the Credit Program. For more information about the Credit Program, Resident shall refer to the FAQs located at www.rentplus.com/faq/.

3. **Opt-Out. Enrollment in RentPlus is entirely optional and is not a condition of the Contract.** Resident can opt-out by logging in at my.rentplus.com/login and clicking on Account Settings, by sending written notice of termination to RentPlus at RentPlus, 91 East 700 South, Logan UT 84321 – Attn: RentPlus Service Change, or by contacting RentPlus directly at support@rentplus.com.

4. **Credit Program Fee.** Resident shall pay to Landlord the amount of **\$8.95** per month for participation in the Credit Program ("Credit Program Fee"), which shall be non-refundable. The Credit Program Fee shall be paid monthly. **The monthly fee will be charged with Resident's Monthly Installment payment on an automatic recurring basis unless and until Resident cancels Resident's participation in the Credit Program in accordance with the terms herein. Resident must cancel no later than ten (10) days before the end of the month to avoid being charged for a subsequent month.**

5. **Disputes.** Resident shall submit any disputes related to the completeness or accuracy of information reported through the Credit Program to:

RentPlus
Email: support@rentplus.com
Phone: 855-388-5314

6. **Modification.** Nothing in this Addendum shall be interpreted or construed to amend, modify or change any existing terms and conditions of the Contract except as specifically provided in this Addendum. To the extent of any ambiguity between the Contract and this Addendum, the terms of the Contract shall govern and control.

IN WITNESS WHEREOF, Resident has executed this Addendum as of the date and year first above written.

LANDLORD:

Retreat at Denton, LLC

By: LCD Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

¹ *Alyssa D Miera* ² *Danielle Colvin*

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

Landlord is or is not aware that the unit Resident is renting is located in a 100-year floodplain. If neither box is checked, Resident should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit 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 unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. Resident should seek insurance coverage that would cover losses caused by a flood.

Landlord is or is not aware that the unit Resident is renting has flooded at least once within the last five years.

LANDLORD:
Retreat at Denton, LLC

RESIDENT:

By: LCD Management, LLC, its agent

Printed Name: _____

By: _____
Name: _____
Title: _____

¹ *Alyssa D Miera* ² *Danielle Colvin*

UTILITIES ADDENDUM

This Utilities Addendum (this "**Addendum**") is made and entered into as of 10/03/2023 (the "**Effective Date**") by and between Retreat at Denton, LLC ("**Landlord**") and Alyssa D Miera, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of 08/01/2024 (the "**Contract**") for a bedroom (the "**Bedroom**") in The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207 (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Payment of Utilities.** Responsibility for payment of electric, water/sewer, gas, trash, internet service, and cable utilities and/or services (individually, each a "Utility;" collectively, "Utilities"), including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "Costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:
 - a. **Electric service and associated fees will be paid:**
 - By Landlord, entirely
 - By Landlord, up to a maximum of **\$0.00** per month per occupied bedroom. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering (Please see the description below.)
 - Allocation using the following method (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is \$ per month
 - By Resident, directly to the applicable service provider. At the Landlord's request, any utility provider may give the Landlord information about pending or actual connections or disconnections of utility service at the Unit. Failing to maintain electrical service to the Unit during Resident's occupancy and possession of the Unit, constitutes a material default or Event of Default under the Contract.
 - b. **Water/Sewer service and associated fees will be paid:**
 - By Landlord, entirely
 - Charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered
 - Sub-metering (Please see the description below.)
 - Allocation using the following method (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
 - By Resident, directly to the applicable service provider

Landlord will calculate Resident's submetered share of the mastermetered water bill according to Public Utility Commission of Texas (PUC) rules (Section 24.124), and a copy of the rules is attached to this Addendum.

Public Utility Commission rules requires the Landlord to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 51.03 per unit, varying from \$ 1.21 for the lowest month's bill to \$ 1,162.81 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility- company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

Landlord will bill Resident monthly for Resident's submetered water consumption from approximately the 14 day of the month to the 13 day of the month, the latter being Landlord's scheduled submeter-reading date. Resident's bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months Resident is in possession of the Unit.

Payment of Resident's submeter water and wastewater bill is due sixteen (16) days after the date it is postmarked or hand-delivered to the Unit. Resident agrees to mail or deliver payment to the place indicated on

Resident's bill so that payment is received no later than the due date. Resident will pay a late charge of 5% of Resident's water and wastewater bill if Landlord does not receive Resident's payment on time.

During regular weekday office hours, Resident may examine: (1) Landlord's water and wastewater bills from the utility company; (2) Landlord's calculation of Resident's monthly submeter bill; and (3) any other information available to Resident under PUC rules. Please give Landlord reasonable advance notice to gather the data. Any disputes relating to the computation of Resident's bill will be between Resident and Landlord.

c. Gas service and associated fees will be paid:

- By Landlord entirely
- By Landlord, up to a maximum of **\$0.00** per month per occupied bedroom. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
 - Sub-metering (Please see the description below.)
 - Allocation using the following method (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
- By Resident, directly to the applicable service provider

d. Trash service and associated fees will be paid:

- By Landlord entirely (If a valet trash service is available at the Facility, all costs and expenses associated with the same are governed by and subject to the separate Valet Trash Addendum, as applicable).
- Charged to Resident through Landlord or a billing company using one of the following methods:
 - Allocation using the following method_ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00**
- By Resident, directly to the applicable service provider

e. Internet service and associated fees will be paid:

- By By Landlord entirely
- Charged to Resident through Landlord or a billing company using one of the following methods:
 - Allocation. Using the following method _ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
- By Resident, directly to the applicable service provider

f. Cable service and associated fees will be paid:

- By Landlord entirely
- Charged to Resident through Landlord or a billing company using one of the following methods:
 - Allocation. Using the following method _ (Please see the description below.)
 - Flat Rate (Please see the description below.), the current flat rate is **\$0.00** per month
- By Resident, directly to the applicable service provider

3. **Bill Method(s).** If "By Landlord entirely" is indicated under a Utility, above, then Landlord shall be liable for and issue the payment for the Resident's usage of the indicated Utility directly to the Utility supplier (each or collectively, a "Landlord-Provided Utility"), subject to any Additional Fees set forth on Exhibit B, as applicable. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. Landlord will remain the provider and customer of record for the applicable Utility. The local Utility supplier measures the Utility usage in each unit and bills Landlord directly for such charges. The utility charges for each unit will be divided by the number of days the bedroom was occupied to determine the charge per resident and, if applicable, Resident will be billed for Resident's portion of the bill due according to the Contract and/or this Addendum; however, Landlord-Provided Utility charges will not be billed to the Resident, unless otherwise agreed upon by Landlord

and Resident in writing.

Sub-Metered. Resident's unit is sub-metered to determine usage. Resident will pay for the applicable utility service based on the unit's consumption measured by a submeter. Resident's sub-metered charges will be determined using the measured consumption for the unit, pursuant to the unit's metered consumption, which metered consumption will be multiplied by a rate, which rate shall equal or not be in excess of the rate charged to the Landlord by the Utility supplier. The unit's total charged rate will then be divided by the number of days the Unit was occupied to determine the charge per resident. If applicable, Resident will be billed for Resident's portion of the charges due according to the Contract and/or this Addendum; however, Landlord-Provided Utility charges will not be billed to the Resident, unless otherwise agreed upon by Landlord and Resident in writing.

Allocation. Resident will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by Landlord from the local utility provider will be used to calculate the charges per resident. If an allocation formula below is used, Landlord or third party billing company will calculate Resident's allocated share of the utility services in accordance with state and local laws. If allowed by state law, Landlord, at Landlord's sole discretion, may change the below methods of determining Resident's allocated share of the utility services, by written notice to Resident. Resident's allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent (50%) of the Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit based on the square footage of that unit compared to the total amount of rentable and occupied square feet of all units at the Facility. This per unit cost will then be divided by the number of occupied bedrooms in the unit to determine each resident's charge. The remaining fifty percent (50%) of the Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit and the number of occupants residing in each unit compared to the total number of occupants at the Facility. This per unit cost will then be divided by the number of occupied bedrooms in the unit to determine each resident's charge.
- b. **Square Footage.** The Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit based on the square footage of that unit compared to the total amount of rentable and occupied square feet of all units at the Facility. The per unit cost will then be divided by the number of days each bedroom was occupied to determine each resident's charge.
- c. **Occupants.** The Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit such percentage will be based on the number of occupants residing in unit compared to the total number of occupants at the Facility. This per unit cost will then be divided by the number of occupied bedrooms in the unit to determine each resident's charge.
- d. **Factored Occupants.** The Facility's utility bill will be allocated to each unit based on a percentage assigned to each unit. Such percentage will be based on the number of occupants in that unit compared to the total number of occupants at the Facility. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each unit's charge will then be divided by the number of days each unit was occupied in that bedroom to determine each resident's charge.

Flat Fee. If a flat-fee method of calculating or measuring usage is employed, Resident and Landlord agree that the charges indicated in this Addendum (as may be amended with written notice as specified herein this Addendum) represent a fair and reasonable amount for the utility or service(s) provided to the Resident and the Facility, and that, if the Landlord pays in full for the usage of the utility or service (i.e. Landlord-Provided Utility), the amount billed is not necessarily based on a monthly, per-unit, per-resident, or per-bedroom cost.

At Landlord's option, Landlord may bill for Utilities through a utility billing company or directly by Landlord. These Utility charges will be considered as additional charge(s) to each Monthly Installment. For Utilities billed directly by a utility billing company, Resident must make payment in full of the Utility charges to the billing company prior to the due date listed on each bill. Whether or not Landlord bills Resident directly or through a utility billing company, Resident agrees that the actual cost to Landlord and/or the billing company resulting from Resident's failure to pay such bill on time is difficult or impossible to determine, and Resident hereby agrees that in the event of such late payment, Landlord and/or the billing company may incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Resident hereby agrees that the failure to make any applicable Utility payment is a material and substantial breach of the Contract and will entitle the Landlord to exercise all remedies available under the Contract. Additionally, Landlord may be entitled to use the Security Deposit to recover unpaid utility charges.

4. **Resident Utilities.** If applicable under the Contract and/or this Addendum, any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Contract Amount and payable by Resident and/or the other residents of the Unit as provided herein. In the event Landlord elects to use a third-party utility billing service as its billing agent for utility service(s) from the Utility Supplier(s), The third-party utility billing service will charge each resident for the amount

charged by the Utility supplier, less any amount charged by the supplier that is not recoverable from the residents, such as connection or disconnection charges, supplier late fees, or amounts attributed to excess usage, and the third-party billing service shall send one bill to each resident on a monthly basis. Payment for Residents Utilities is due based on the due date provided by the third-party billing service (or if no billing service is utilized, Landlord), which is sixteen (16) days from bill date to avoid late fees. Any past due balance on Residents account with any billing service may be subject to late fees. If Resident payment is late, or if there is no payment received, Resident is in Default under this Contract and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Contract are available to Landlord.

If Landlord offers a dollar allowance or conservation cap for Utilities in the Contract, the third-party utility billing service shall credit or otherwise refund to Resident the amount, if any, by which the amount specified in the Contract or this Addendum exceeds the amount actually owed by Resident for Utility usage in the immediately preceding month.

Should Landlord elect to have Billing Service estimate a final utility invoice, Billing Service will provide an estimated final invoice to Resident for the estimated amount of Resident Utilities. This estimate shall be calculated using charges from prior months of utility service, as permitted under applicable utility billing laws and regulations ("Estimated Invoice"). Resident agrees to pay the total amount provided on the Estimated Invoice to Billing Service (or if no Billing Service is utilized, to Landlord) before the End Date of the Contract Term.

To the extent that Landlord-Provided Utilities include basic cable television, telephone services, and/or internet services, and Resident desires additional services related thereto, such additional services shall be deemed Resident Utilities under the Contract, and Resident shall contract directly with the applicable provider for such additional services; provided, however, Resident shall be permitted to contract for such additional services at any time during the Contract Term. Resident shall pay (or cause to be paid) all charges for the Resident Utilities on or prior to the date they become due. Should Landlord pay any charges for the Resident Utilities on behalf of Resident or the other occupants of the unit, Resident shall be jointly and severally liable (with the other residents of the unit) to Landlord for such charges.

Utilities not paid by Landlord must remain on, in Residents name, through the end of the Contract Term regardless of whether Resident has moved out, except and unless Resident has assigned the Contract pursuant to the terms of the Contract. Refusal to maintain utility service in Resident name, when required to do so, will constitute a violation of the Contract and Landlord may exercise all remedies available to us under the Contract.

The third-party utility billing service shall be governed by and provided in accordance with State law and the rules, regulations and orders of the Public Utilities Commission.

5. **Disclaimers: To the extent permitted under applicable law;**

- a. Landlord shall not be liable for any interruptions, surges, or failures of any Utility or other services in the Unit or the Facility, or for any damages directly or indirectly caused by such interruptions, surges or failures. Resident shall comply with all rules and regulations of the Utility suppliers.
- b. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE UTILITIES. LANDLORD DISCLAIMS, AND RESIDENT WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE UTILITIES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE UTILITIES WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE UTILITIES WILL BE FREE FROM MALFUNCTION, OUTAGES, SURGES, BACKUPS, OVERFLOWS, VIRUSES, OR OTHER HARMFUL COMPONENTS OR EVENTS. RESIDENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY CLAIM THAT RESIDENT MIGHT HAVE OR MAKE AGAINST LANDLORD AS A RESULT OF RESIDENT'S AND RESIDENT'S GUEST'S USE OF THE UTILITY(IES) AND RESIDENT WAIVES ANY LIABILITY THAT LANDLORD MIGHT HAVE (WHETHER SUCH LIABILITY IS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES) FOR ANY SUCH CLAIM.
- c. Landlord is not liable for interruptions, outages, inability to connect, or failure of cable or internet to provide applicable services, nor for any losses, damages, or expenses, directly or indirectly, related to the cable or internet services. No change, failure, interference, disruption, defect, unavailability, or unsuitability in cable or internet services constitutes or may be deemed to constitute an actual or constructive eviction, in whole or in part, or in any way entitle Resident to any abatement or diminution of the Contract Amount or Monthly Installment or in any way relieve Resident from any obligation under the Contract. Landlord is also not liable for, and Resident agrees to take sole responsibility for, and to indemnify, defend, and hold Landlord, its agent or property management company, and their employees and agents harmless from, any damages or claims Resident or any other person may suffer or have as a result of Resident's use of, or inability to use, cable or internet services, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement. Landlord assumes no responsibility for the content of cable or internet services or information otherwise available

through any cable or internet services.

- d. This Section 7, Disclaimers, survives the expiration or termination of the Contract for the greater of three years following the expiration of the Contract or any statutes of limitation or repose for any claim that Resident may allege in relation to any Utility or the Utilities described in this Addendum.

6. General Information:

- a. If applicable, bills are due not less than sixteen (16) days after the bill is mailed or otherwise delivered to Resident ("Past Due Date"). The third-party utility billing service does not charge late payment fees or returned check fees. If Resident does not pay third-party utility billing service by the Past Due Date, Landlord reserves the right to add any and all unpaid amounts authorized by the Public Utilities Commission to Resident's account with Landlord. Any payment to the Landlord shall be applied first to the Monthly Installment owed, and then to charges for utility services, unless otherwise designated by Resident.
- b. Notwithstanding any other provision in the Contract, Resident's nonpayment of any electric or water/sewer Utility bill, including associated fees, is not a Default under the Contract, and Landlord's remedies for such nonpayment are strictly limited to:
 - 1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;
 - 2. The right to deduct unpaid electric and water/sewer utility charges, late fees, and returned check charges from Resident's Security Deposit; and
 - 3. The right to report Resident's failure to pay any Utility bill to any credit bureau or collection agency, as allowed by law. Provided, however, that Resident's nonpayment of any of the Bulk Services, if applicable, or other breach of any other portion of this Addendum pertaining to the Bulk Services is and shall be considered an event constituting default under the Contract and Landlord reserves all rights under the Contract, at law, or in equity to pursue all available remedies in the event of such a default.
- c. Landlord shall not cut off the water for nonpayment of water/sewer Utility service. In addition, Landlord shall not disconnect or request the Utility supplier to disconnect the electric or water/sewer Utility due to Resident's nonpayment of charges assessed by one or more Utility or service.
- d. Landlord will maintain, for a minimum of thirty-six (36) months, records that demonstrate how each resident's allocated costs were calculated for electric service, as well as, any other electric utility service-related fees charged to each resident. These records shall be kept at Management Office and shall be made available during regular business hours for inspection by Resident. Resident may obtain a copy of those records at a reasonable cost, which shall not exceed twenty-five cents (25¢) per page. In addition, Landlord will ensure that backup copies of these records are maintained, so that they will be available if the original records are lost or otherwise unavailable. Landlord may delegate this responsibility to third-party utility billing service but retains ultimate responsibility for ensuring that both the original records and the backup copies are maintained.
- e. Any disputes relating to the computation or accuracy of Resident's bills shall be between Resident and third-party utility billing service.
- f. During reasonable business hours, Resident has the right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of Resident's respective period's utility billings; (iii) calculations of average utility costs; (iv) Resident's sub-meter readings and the readings from the third-party utility billing service master meter; and (v) any sub-meter test results if they have been tested during the preceding twelve (12) months; and (vi) other information required to be kept pursuant to applicable rules and to allow Resident to verify third-party utility billing service billings.
- g. Utilities not paid by Landlord must remain on, in Resident's name, through the End Date, regardless of whether Resident has vacated the Unit, except and unless Resident has assigned Resident's interest under the Contract pursuant to the terms of the Contract. Refusal to maintain applicable utility services in Resident's name, shall constitute a Default hereunder.
- h. If Resident is required but fails to place all applicable utilities in Resident's name as of the Start Date and Landlord is subsequently charged with utility charges attributable to Resident's occupancy of the Unit, then Resident shall be issued (and shall pay) a bill for such services by Landlord or third-party utility billing service (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party utility billing service to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred, and shall not exceed the total amount of Fifty Dollars (\$50.00).
- i. Resident agrees not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and shall entitle Landlord to exercise all remedies available under the Contract.

- j. Any headings or captions used in this Addendum are merely for ease of reference and carry no binding effect on the interpretation of this Addendum. This Addendum amends, changes, modifies, and/or deletes and replaces certain portions of the Contract as indicated herein. The amendments, changes, modifications, and/or replacements reflect the intent of the parties as expressed herein and should be construed in such a manner not inconsistent with the purposes stated herein. This Addendum contains the entire understanding and agreement of the Parties; there are no representations, inducements, or other provisions other than those expressed herein; and, any changes to this Addendum must be in writing and signed by the Parties. Should any court of law consider any portion of this Addendum to be unenforceable then that portion shall be considered severed from this Addendum and the remainder of the Addendum shall continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

Retreat at Denton, LLC

By: LCD Management, LLC, its agent

By: _____

Printed Name: _____

Name: _____

Title: _____

⁶ *Alyssa D Miera* ⁷ *Danielle Colvin*

VALET TRASH ADDENDUM

This Valet Trash Addendum (this “**Addendum**”) is made and entered into as of 10/03/2023 (the “**Effective Date**”).

Retreat at Denton, LLC (“**Landlord**”) and Alyssa D Miera, an individual (“**Resident**”) entered into that certain Housing Contract with a start date of 08/01/2024 (the “**Contract**”) for the Unit (as defined in the Contract) at the The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207 (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resident hereby acknowledges and agrees as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Service.** Valet trash service will be provided for each resident Five (5) nights per week (Sunday - Thursday) (“Valet Trash Service”). The cost for Valet Trash Service is \$10.00 per month (“Valet Trash Fee”). A container will be provided to each resident and must be used in conjunction with the Valet Trash Service. Bagged trash should be placed in the container located outside the front door of the Unit, only between the hours of 6:00pm - 8:00pm. Service will begin after 8:00pm. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened. Containers are the property of Valet Living. It is the responsibility of each resident to keep the container clean. There will be a \$100 charge to the resident if an additional or replacement container is needed or if resident take the container with when resident move out.
3. **Fines.** If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside the Unit until the next collection evening. **Trash may NOT be left out for any reason during non-designated times.** If not complied with, Resident will receive a warning. If after the first warning Resident is again in violation, the container will be removed and/or a fine of \$25.00 will be issued. Containers may be returned after a return fee is paid and with the Resident’s thorough understanding of the procedures for the Valet Trash Service. If this problem continues beyond that, Valet Trash Service for Resident will be terminated and disposing of trash will become the Resident’s sole and exclusive responsibility. By not following the rules, regulations and obligations set forth in this Addendum, Resident will be considered in Default under the Contract. By signing this addendum, Resident is stating that Resident is fully aware of the rules for the Valet Trash Service and the penalties that may be incurred.
4. **Modification.** Nothing in this Addendum shall be interpreted or construed to amend, modify or change any existing terms and conditions of the Contract except as specifically provided in this Addendum. To the extent of any ambiguity between the Contract and this Addendum, the terms of the Contract shall govern and control.

IN WITNESS WHEREOF, Resident has executed this Addendum as of the date and year first above written.

LANDLORD:

Retreat at Denton, LLC

By: LCD Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

¹ *Alyssa D Miera* ² *Danielle Colvin*

Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules is provided to you below:

SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION

SECTION 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.

SECTION 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 water usage;
- (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 submeter is 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.

SECTION 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.

SECTION 24.281. Charges and Calculations

(a) 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.

(b) 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.

(c) 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.

(d) 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

(4) 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.

(e) 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 two occupants = 1.6;

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

(IV) 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.

(3) 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.

(f) 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.

SECTION 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.

SECTION 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.

SECTION 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.

GREEN LIVING ADDENDUM

This Green Living Addendum (this "**Addendum**") is made and entered into as of 10/03/2023 (the "**Effective Date**") by and between Retreat at Denton, LLC ("**Landlord**") and Alyssa D Miera, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of 08/01/2024 (the "**Contract**") for a bedroom (the "Bedroom") at the The Retreat at Denton located at 155 Precision Drive, Denton, TX 76207, (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Green Living.** Resident acknowledges and agrees that Landlord may be required to comply with legal requirements and/or, from time to time, decide to develop, maintain and/or operate the Facility in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency, waste and/or water reduction and/or management, or other comparable goals, including (without limitation) the U.S. Environmental Protection Agency's ENERGY STAR rating, the Green Building Initiative's Green Globes for Continual Improvement of Existing Buildings (Green Globes™ CIEB), the U.S. Green Building Council's then-current version of the LEED Green Building Rating System, the Building Owners and Managers Association (BOMA) International's 360 Performance Program or the Building Owners and Managers Association of Canada's Building Environmental Standards ("BOMA BEST") or any comparable rating, certification or performance program now or hereafter in existence (collectively, "Third Party Sustainability Standards"). Should Landlord make such a decision or applicable legal requirements require Landlord to develop, maintain and/or operate the Facility accordingly, Resident shall cooperate with Landlord's efforts in that regard. The foregoing provisions shall apply whether Landlord affirmatively seeks an accreditation, rating or certification under a Third-Party Sustainability Standard and to thereafter maintain the accreditation, rating or certification, or to operate voluntarily in accordance with some or all of such Third-Party Sustainability Standards but without formally obtaining the accreditation, rating or certification. Any carbon offset credits, renewable energy certificates, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances and other similar entitlements, now or hereafter existing ("Renewable Credits") received by the Property or by Landlord and applicable to the Property shall belong to Landlord except to the extent, if any, to which Resident may be entitled to them under applicable law, in which event Resident shall be entitled to the Renewable Credits to the extent required by law.
3. **Disclosure of Utility Consumption.** Resident acknowledges and affirms its knowledge and understanding of Landlord's efforts to benchmark utility consumption within the entirety of the Facility. As such, Resident authorizes Landlord, acting on behalf of the Resident, to request that the applicable utility provider deliver directly to Landlord the necessary consumption information to enable Landlord to satisfy the requirements established by the US EPA for whole building data for the ENERGY STAR Portfolio Manager tool. Resident agrees to deliver such additional written authorization to Landlord, as may be required or mandated by the applicable utility provider to enable delivery of the requested consumption information. Resident further authorizes Landlord to incorporate Resident's utility data in the ENERGY STAR Portfolio Manager tool, and/or such other benchmarking initiatives as Landlord actively participates in, subject only to the provision that Landlord will exercise commercially reasonable care to maintain the privacy of Resident's specific consumption data. Any public dissemination of such data shall be in aggregate with other Facility residents' consumption data, with no direct identification of individual residential usage.

Resident acknowledges and recognizes that they will automatically opt into utility data sharing, if available, so that Landlord is able to benchmark utility consumption for the whole Facility.
4. **Sustainability.** Resident affirms its support of these practices and agrees to cooperate with Landlord by implementing reasonable conservation practices. Periodically, Landlord may offer additional examples, guidance and practices related to energy conservation measures, which Resident agrees to consider for implementation. Resident shall use best efforts to adhere to established sustainability initiatives by

implementing best practices when feasible and in meeting goals such as energy use reduction goals and minimize unnecessary use of electricity, water, heating, and air conditioning.

- 5. **Smart Home and Sustainability Solutions.** Resident affirms Landlord's ability to implement smart home platforms and sustainability solutions for all/or portions of the premises that may include but is not limited to smart appliances, antennas, solar, battery technology, HVAC upgrades, LED Lighting, sub-metering technology, irrigation systems, and/ or automated security devices in efforts to improve efficiency of structure. Resident affirms their support in the deployment of these technologies as a means of controlling consumption, reducing risk, and improving building performance.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

Retreat at Denton, LLC

Printed Name: _____

By: LCD Management, LLC, its agent

By: _____
Name: _____
Title: _____

PARKING & ACCESS ADDENDUM

This Parking and Access Addendum (this "**Addendum**") is made and entered into as of **10/03/2023** (the "**Effective Date**") by and between **Retreat at Denton, LLC** ("**Landlord**") and **Alyssa D Miera**, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of **08/01/2024** (the "**Contract**") for a bedroom (the "**Bedroom**") in the **The Retreat at Denton** located at **155 Precision Drive, Denton, TX 76207** (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Parking.** Resident acknowledges that parking may be available in the designated parking areas at the Facility on a first come, first served basis. A limited number of reserved parking spaces will be available for rent by Residents of the Facility who have leased reserved parking space ("Parking Space") for the Monthly Parking Fee (as defined below). **If Resident has elected to rent a Parking Space at the Facility, and Landlord has provided Resident with a Parking Confirmation, Resident shall pay the Monthly Parking Fee, due and payable each month along with the Monthly Installment. If no Parking Confirmation or Monthly Parking Fee is listed below, Resident will not have access to a Parking Space at the Facility.** The terms of this Addendum shall coincide with the terms of the Contract and shall automatically expire upon the expiration of the Contract or any renewal or extension of the Contract.

Parking Confirmation: Monthly Parking Fee: \$

a. The Parking Permit and/or Access Device, to the extent applicable, will be issued at move-in. Resident's Parking Permit/Access Device is only valid for the vehicle Resident has registered with Landlord, (the "**Registered Vehicle**"). The Parking Permit shall be displayed at all times in the lower left-hand corner of the front windshield of the Registered Vehicle. If the Parking Permit is placed anywhere else or is not visible, the Registered Vehicle is subject to being towed or booted at Resident's expense. Resident shall, without delay, provide Landlord with written notice if Resident has a change in vehicle, license plate, or both. If Resident loses the Parking Permit, Resident shall promptly obtain a replacement from Landlord and pay the Replacement Parking Permit Fee.

b. Resident shall only park in designated parking spaces or, if applicable, Resident's assigned Parking Space. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if such vehicle (i) is parked in a loading zone, fire lane, on landscaping or grass, in front of dumpsters (if any) or on curbs, (ii) is double parked, (iii) appears to be abandoned, (iv) is not, with respect to Resident only, a Registered Vehicle, (v) appears to be in a state of disrepair, (vi) causes damage to the parking facilities, or (vii) does not have a current registration or inspection.

c. In the event the Parking Space is not maintained properly, is damaged, or is otherwise not returned in a condition satisfactory to Landlord at the End Date or the earlier termination of the Contract, Resident shall pay to Landlord the cost of repairs to the Parking Space.

3. **Controlled Access.**

a. The Facility may be furnished with a controlled access device (the "**Controlled Access**"), subject to the terms and conditions of this Section. Resident acknowledges that any benefit Resident receives from the Controlled Access is incidental to the existence of controlled access. Resident acknowledges and agrees that the Landlord's installation and use of the Controlled Access does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security to Resident or any guest of the Unit. There is no guarantee that the presence of the Controlled Access will in any way increase personal security or safety of Resident, Resident's guests or their respective belongings. The Controlled Access can be rendered inoperative at any time. Resident acknowledges and agrees that Landlord has no obligation to maintain the Controlled Access, and Landlord may temporarily or permanently remove the Controlled Access at any time without providing alternative controlled access to the Facility. To the full extent permitted by applicable law, Landlord shall not be liable to Resident or any guest of the Facility for any injury, damage, or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Controlled

Access, or for any injury, assault, vandalism or other crime occurring at the Facility. Resident acknowledges Landlord shall not be liable in any way for any disruption in the operation or performance of the Controlled Access.

b. Resident acknowledges that an access device ("**Access Device**") is required to operate the Controlled Access. Resident represents and warrants that Resident understands how to use the Controlled Access and how the Controlled Access functions. Resident will not act in any way to impair the use or function of the Controlled Access. Resident agrees to use reasonable care in the operation of the Controlled Access and to comply with any and all instructions, rules or procedures instituted by Landlord regarding the operation of the same. Resident hereby acknowledges that the Access Device is for Resident's sole and exclusive use and the use of such Access Device by any person other than Resident shall constitute a Default under the Contract. Should Resident fail to return the Access Device to Landlord upon request, or should Resident lose or damage the Access Device, Resident shall be liable for the Replacement Access Device Fee.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

Retreat at Denton, LLC

Printed Name: _____

By: LCD Management, LLC, its agent.

By: _____

Name: _____

Title: _____

TEXAS CONTRACT GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of that certain Housing Contract, with a start date of **08/01/2024** (and all exhibits and addenda attached thereto) (as may be amended, modified, supplemented, or assigned from time to time, the "**Contract**"), by **Retreat at Denton, LLC** as landlord ("**Landlord**," which term shall be deemed to include the named Landlord and its successors and assigns), to **Alyssa D Miera**, an individual, as resident ("**Resident**," which term shall be deemed to include the named Resident and its assigns), the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Audra Miera** ("**Guarantor**," which term shall be deemed to include the named individual and the heirs, successors and assigns of such individual), hereby (jointly and severally, if the Contract is guaranteed by two (2) or more guarantors) guarantees, absolutely and unconditionally, to Landlord the full and prompt payment of (a) the Monthly Installments (as such term is defined in the Contract) (b) the Additional Fees (as such term is defined in the Contract), and (c) all other charges and sums (including, without limitation, Landlord's legal expenses and attorneys' fees and disbursements) payable by Resident under the Contract ((a)-(c) are collectively referred to herein as the "**Contract Amounts**"), and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements provided in the Contract to be performed and observed by Resident; and Guarantor hereby covenants and agrees to and with Landlord that if shall at any time default in the payment of any portion of the Contract Amounts, or if Resident should default in the performance and observance of any of the terms, covenants and conditions contained in the Contract, Guarantor shall and will forthwith pay the aforesaid Contract Amounts, and any arrears thereof, to Landlord, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants and conditions and will forthwith pay to Landlord all damages that may arise in consequence of any default by Resident under the Contract, including, without limitation, all attorneys' fees and disbursements incurred by Landlord or caused by any such default or the enforcement of this Guaranty. By execution of this Guaranty, Guarantor represents that although the Resident may not have yet reached the age of 18, this Guaranty is valid notwithstanding any attempt by Resident to invalidate Resident's contractual obligations because of the Resident's age.

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance. The liability of Guarantor is co-extensive with that of Resident and any other guarantor of the Contract ("**Other Guarantor**") and also joint and several, and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature whatsoever against Resident or any Other Guarantor and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion of or the failure to assert by Landlord against Resident any of the rights or remedies reserved by Landlord pursuant to the terms, covenants and conditions of the Contract, (b) the assertion of or the failure to assert by Landlord against any Other Guarantor any of the rights or remedies under this Guaranty (or any other guaranty of Resident's obligations under the Contract), or (c) any non-liability of Resident or any Other Guarantor under the Contract or under this Guaranty (or any other guaranty of Resident's obligations under the Contract), whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Resident or any Other Guarantor.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Contract, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Contract by Landlord and Resident, or (c) any extension of time that may be granted by Landlord to Resident, or (d) any consent, release, indulgence or other action, inaction or omission under or in respect of the Contract, or (e) any dealings or transactions or matter or thing occurring between Landlord and Resident, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Resident, whether or not notice thereof is given to Guarantor. Notwithstanding the foregoing, the last date on which the renewal of the Contract will renew the obligations of Guarantor is the Last Date of Guarantor Renewal. Guarantor is only liable under a renewal of the Contract if such renewal involves the same parties as the original Contract and the renewal does not increase Guarantor's potential financial obligation for the Contract Amounts that existed under the original Contract.

To the extent not prohibited by applicable law, Guarantor waives each of Guarantor's rights or defenses, regardless of whether they arise under (A) Rule 31 of the Texas Rules of Civil Procedure, (B) Section 17.001 of the Texas Civil Practice and Remedies Code, (C) Chapter 43 of the Texas Civil Practice and Remedies Code, or (D) any other statute or law, common law, in equity, under contract or otherwise, or under any amendments, recodifications, supplements, or any successor statute or law of or to any such statute or law. The parties intend that Guarantor shall not be considered a "debtor" as defined in Section 9.102 of the Texas Business and Commerce Code (and any successor statute thereto).

Notwithstanding any other provision of this Guaranty or of any instrument or agreement evidencing, governing or securing all or any part of the Contract Amounts, Guarantor and Landlord by its acceptance hereof agree that Guarantor shall never be required or obligated to pay interest in excess of the maximum non-usurious interest rate as may be authorized by applicable law for the written contracts which constitute the Contract Amount. It is the intention of Guarantor and Landlord to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantor, shall be held to be subject to reduction to the maximum non-usurious interest rate allowed under said law.

Should Landlord be obligated by any bankruptcy or other law to repay to Resident or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such

repayments. Landlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No delay on the part of Landlord in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

This Guaranty embodies the entire agreement between Landlord and Guarantor with respect to the guaranty by Guarantor of the Contract Amount. No waiver or modification of any provision of this Guaranty or any termination of this Guaranty shall be effective unless in writing, signed by Landlord; nor shall any such waiver be applicable except in the specific instance for which given.

This Guaranty is binding not only on Guarantor, but also on Guarantor's heirs and assigns. Upon the death of Guarantor, this Guaranty shall continue against Guarantor's estate as to all of the Contract Amounts, including that portion incurred or arising after the death of Guarantor and shall be provable in full against Guarantor's estate, whether or not the Contract Amounts are then due and payable.

If any provision of this Guaranty is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Guaranty and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING OR ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

All of Landlord's rights and remedies under the Contract and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord or perform or fulfill any term, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Landlord to any payment by Resident or out of the property of Resident.

Except as expressly provided below, Landlord and Guarantor also agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Guaranty or a similar prior contract, the Premises, or the relationship between Guarantor or Resident and Landlord and its affiliates (including matters occurring prior to the date of this Guaranty) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability. The right and obligation to arbitrate under this section shall extend to all Claims, including those against or involving third parties such as Landlord's or its affiliates' officers, directors, employees, agents, shareholders, members, partners, subsidiaries, joint venturers, or contractors.

Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties shall agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The arbitration will be concluded within three months of the date the arbitrator is appointed. Because the Guaranty memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.

The following matters will not be subject to arbitration but will instead be adjudicated in the appropriate court of the state in which the Facility is located: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws; (b) a suit by Landlord or its assignee for collection of amounts owed by Resident under the Contract; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules does not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in such court, instead of arbitration.

Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.

Guarantor also agrees that: **(a) claims may only be brought in an individual, non-class, and non-representative capacity, and that claims of two or more persons may not be joined or consolidated absent consent of all parties; and (b) to the fullest extent permitted by law, Guarantor and Landlord hereby waive their constitutional and statutory rights to go to court and have a trial in front of a jury, even for disputes not subject to arbitration.**

Guarantor can decline this arbitration agreement by timely writing to Landmark Properties 315 Oconee Street, Athens, GA, 30601 and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that Guarantor wishes to opt out of this arbitration agreement. To be effective, the opt-out notice must be mailed no later than 30 days after the date Guarantor becomes bound by the arbitration agreement. Please note that Guarantor will continue to be bound by any older arbitration provision Guarantor did not opt out of and any arbitration provision that otherwise governs the Claims.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, except that if the class action waiver above is found unenforceable, the entire arbitration agreement is void.

Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State (as such term is defined in the Contract). Guarantor hereby submits to the non-exclusive personal jurisdiction in the State, the courts thereof and the United States District Courts sitting therein, for the enforcement of this Guaranty, and Guarantor hereby waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State for the purpose of litigation to enforce this Guaranty. Guarantor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any state court or any United States federal court sitting in the state specified in the governing law section of this Guaranty may be made by certified or registered mail, return receipt requested, directed to Guarantor at its address for notice set forth in this Guaranty, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Landlord to serve process in any manner permitted by law or limit the right of Landlord to bring proceedings against Guarantor in any other court or jurisdiction.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty under seal this _____ day of _____, 20__.

GUARANTOR:

By: _____

Printed Name: _____

ACKNOWLEDGED AND ACCEPTED BY LANDLORD
THIS _____ DAY OF _____, 20__:

RETREAT AT DENTON, LLC

By: **LCD Management, LLC, its Agent**

By: _____

Name: _____

Title: _____

24/25 Landmark Housing Agreement

Signature Details

	Signer	IP Address	Date Signed
Concession Addendum			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/04/2023 04:34:57 PM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/04/2023 04:35:34 PM
3	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:22 AM
Housing Contract			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:16:10 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:16:21 AM
3	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:16:30 AM
4	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:16:37 AM
5	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:16:48 AM
6	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:17:10 AM
7	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:17:23 AM
8	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:17:34 AM
9	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:17:42 AM
10	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:17:51 AM
11	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:01 AM
12	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:23 AM
Exhibit A & B			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:09 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:25 AM

3	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:24 AM
Rules and Regulations			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:33 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:41 AM
3	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:48 AM
4	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:18:55 AM
5	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:02 AM
6	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:10 AM
7	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:25 AM
Use of Property Addendum			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:18 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:25 AM
3	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:32 AM
4	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:26 AM
State of Texas Addendum			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:39 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:46 AM
3	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:19:54 AM
4	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:01 AM
5	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:07 AM
6	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:26 AM
Insurance Addendum			

1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:15 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:24 AM
3	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:27 AM
Credit Program Addendum			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:32 AM
2	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:27 AM
Texas Flood Disclosure Notice			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:40 AM
2	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:28 AM
Utilities Addendum			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:48 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:20:57 AM
3	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:04 AM
4	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:11 AM
5	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:18 AM
6	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:25 AM
7	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:28 AM
Valet Trash Addendum			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:33 AM
2	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:29 AM
Texas PUC Rules - Water and Waste Water			
1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:42 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:52 AM

3	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:21:59 AM
4	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:06 AM
5	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:15 AM
6	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:23 AM
7	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:29 AM

Green Living Addendum

1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:30 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:38 AM
3	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:30 AM

Parking Addendum

1	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:44 AM
2	Alyssa D Miera Primary (13361712)	172.108.152.97	10/09/2023 12:22:52 AM
3	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:31 AM

Texas Guarantor Form

1	Audra M Miera Guarantor (13361713)	47.221.159.191	10/17/2023 12:19:55 PM
2	Audra M Miera Guarantor (13361713)	47.221.159.191	10/17/2023 12:20:10 PM
3	Audra M Miera Guarantor (13361713)	47.221.159.191	10/17/2023 12:20:30 PM
4	Danielle Colvin Community Manager	172.108.152.126	10/20/2023 11:52:31 AM