



LEASE AGREEMENT

This Lease Agreement is made and entered into on _____, by and between _____ ("Resident(s)", "you" or "your") and _____ ("Owner", "us", "we" or "our"), upon the terms and conditions stated herein, and is binding only when signed by Owner's authorized agent.

SUMMARY OF LEASE TERMS

Apartment Community (the "Property"): _____

Address of Apartment Community: _____

Management Company: GMH University Housing

Resident Lease Type: _____ New Lease _____ Renewal Lease _____ Renewal Transfer Lease

Lease Type: _____ By the Bed _____ By the Unit

Lease Term (the "Term"): Start Date: _____
to End Date: _____

Floor Plan Type: _____

Bedroom Type: _____

Premises: Apartment (the "Unit"): _____ Bedroom: _____
(subject to final assignment; may be identified as "TBD")

Aggregate Rent (the "Total Rent"): \$ _____

Monthly Installment Amount: \$ _____

Payment Schedule: _____ equal monthly installments, due on the first (1st) calendar day of each month from _____ 1st, _____ through _____ 1st, _____.

Monthly Rentable Item(s) Fee(s):

Monthly Garage Parking Fee: _____

Monthly Rentable Item Fee: _____ Monthly Rentable Item Fee: _____

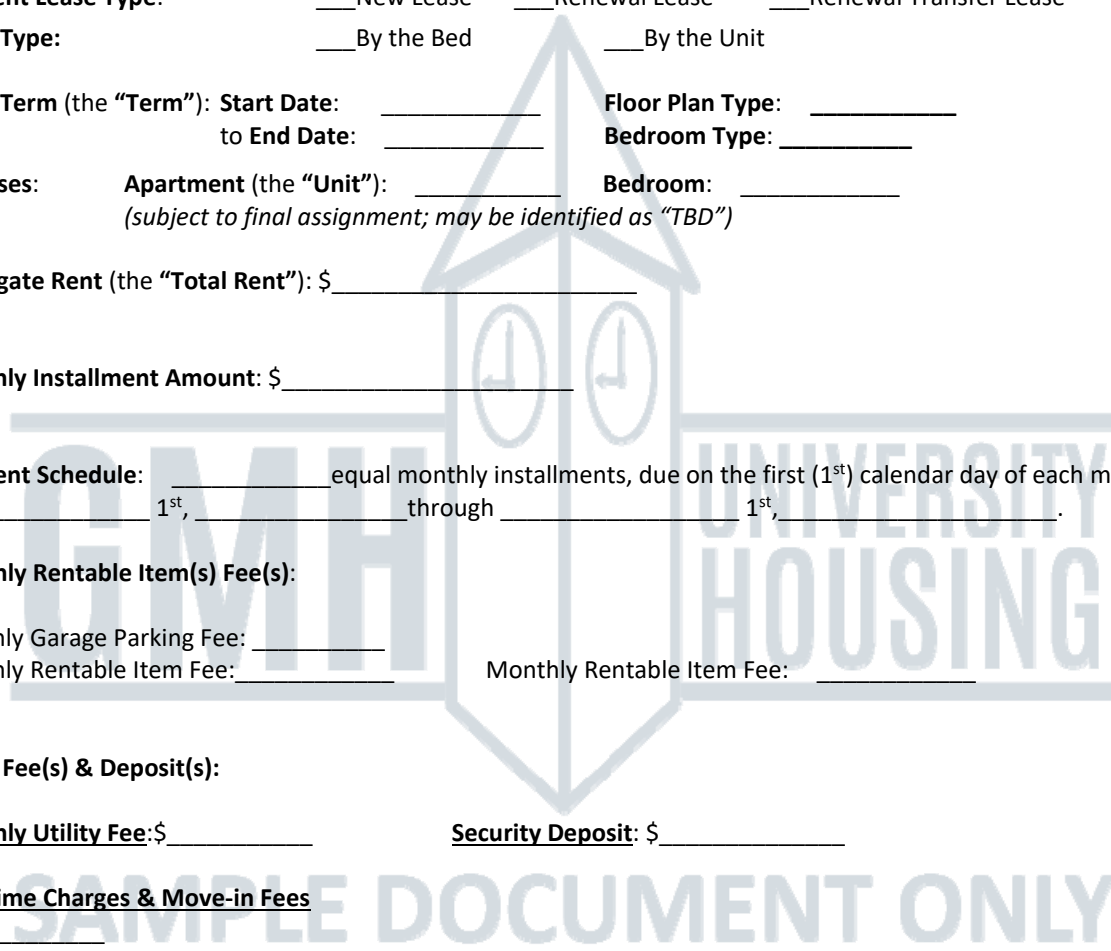
Other Fee(s) & Deposit(s):

Monthly Utility Fee: \$ _____

Security Deposit: \$ _____

One-time Charges & Move-in Fees

\$ _____





i. ADDITIONAL DEFINED TERMS

Addenda – the addenda attached at the end of this Lease

Common Areas – those areas within your Apartment to which you have access without going into another Bedroom

Community Common Areas – within the Apartment Community, those areas to which all residents have general access; subject to management’s discretion; availability and access not guaranteed

Lease – this Lease, including all Addenda, exhibits, amendments, and other supplements that exist now or in the future

Guaranty and Guarantor – the respective meanings given in Section 2 of this Lease

Lease Term – the period commencing on the Starting Date and ending on the Ending Date

Premises – the meaning given in Section 4 of this Lease

Resident Handbook – the handbook of rules and regulations in effect from time to time that apply to all residents of the Apartment Community

This Lease is made and entered into this _____ day of _____ 20____, by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Lease, but not otherwise defined, will have the meaning set forth in the Summary of Lease Terms above.

1. RENT.

You will pay to Landlord Base Rent for the Lease Term in the aggregate amount of: \$_____

payable in **equal monthly installments** of \$_____ Base Rent and all incidental charges, fees, penalties or other amounts that may be due and payable from you under this Lease will together be referred to in this Lease as “Rent”.

Your Rent does NOT include the following checked utilities:

_____ **Electricity**; _____ **Gas**; _____ **Water/Sewer**; _____ **Trash**; _____ **Internet**; _____ **Cable**

You must pay Cable separately to the utility provider as detailed herein. You acknowledge that no portion of the Rent is intended to pay for any portion of the checked utilities that are attributed to your Unit.

- b. Regardless of the day of the month that you move in, you will pay in advance of your move in date, a full Monthly Installment of Rent. Thereafter, you will pay the **Monthly Installment of Rent on or before the 1st day of each month**, in advance, and without us having to make demand for payment. Rent is payable at the Management Office Address listed above (or at such other place of which we notify you in writing). For your convenience, any bills sent to you by a third party billing provider (if applicable) will also list your rent and related charges. Except as provided as non-waivable under California law, you will have no right to withhold Rent for any purpose, even an Act of God (for example, an earthquake, flood, or other natural disaster), or to reduce any Rent payable to us. At our option, we can require that all money payable to us is to be paid in cashier’s check, money order or personal check but we are not obligated to accept personal checks after Rent is late. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment



as a check transaction. When we use information from you to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

Rent is payable for the entire Lease Term, regardless of whether you vacate the Premises before the Ending Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents or poor health.

- c. Regardless of whether it is a holiday or weekend, all monies due but not received by close of business on the **4th day** of the month are considered late. You recognize that default in making, when due, the rental payments required by this Lease, and/or tendering payment of non-sufficient funds, returned check or rejected automated clearing house draft subsequently returned (collectively, "NSF") will result in the us incurring additional expenses in bank charges, administration fees and in loss of the use of the money due. Because it is extremely difficult and impractical to ascertain the extent of such damages, you agree that in the event of any such default, we shall be entitled to damages for the detriment caused thereby. If *any portion* of your monthly payment is not received by the above date, you agree that a sum equal to 5% of each late Monthly installment of Rent is a reasonable estimate of said damages, and you agree to pay said sum upon demand. You also agree that a service fee of **\$25⁰⁰ for each NSF** is a reasonable estimate of damages therefore, and agrees to pay said sum upon demand in addition to any late fees incurred. Nothing contained herein shall be deemed to constitute a waiver of our right to pursue any other remedy set forth in the Lease or which may be available by law if you shall fail to make any rental payments herein when due or shall otherwise breach the terms of this Lease.
- d. At our option, we can accept a partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder, regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.
- e. You are liable for all costs or charges as specified and described in this Lease, all Addenda to this Lease and the Resident Handbook.
- f. Rent may be increased due to the addition of any or all of the additional monthly fees during the Lease Term, or any other amendment to this Lease that requires a reoccurring monthly payment, which shall be treated as additional rent.
- g. At our option, and without notice to you, any money that we receive from you can first be applied to any outstanding charges (including but not limited to late fees, damage or repair charges, returned check fees, utility overages, and other sums owed under this Lease) that you owe us and then to the current monthly installment of Rent, regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about. If the payment you make does not cover the total charges outstanding, then you will immediately pay the difference, plus any late fees.

2. GUARANTY. THE PARENTAL OR SPONSOR'S GUARANTY (THE "GUARANTY") PROVIDED TO YOU MUST BE SIGNED AND RETURNED TO MANAGEMENT WITHIN FOURTEEN (14) DAYS AFTER SIGNING THIS LEASE AND PRIOR TO MOVE-IN. FAILURE TO PROVIDE AN ACCEPTABLE GUARANTY WILL NOT RELEASE YOU FROM THE RESPONSIBILITIES OF THIS LEASE AGREEMENT.

At our option, we may terminate this Lease and your right to possession of the Premises if a qualified parental or sponsor's Guaranty is not timely signed and returned to Management. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this Lease; however, we still have the right to terminate the Lease at any time before we receive an acceptable and fully executed Guaranty. The fact is that regardless of whether there is or is not a Guaranty, you still have to pay us Rent and are bound by all the other obligations of this Lease. The Guaranty is just an additional assurance to us that the Rent gets paid and the other



obligations under this Lease get performed. The acceptance of the Guaranty is at our sole and absolute discretion. If the person(s) who signs the Guaranty (the "Guarantor") is unable to sign in the presence of our authorized employee, then the Guarantor must have their signature(s) notarized or attach a copy of their driver's license or other government-issued photo identification. **We reserve the right to notify any Guarantor of any action taken or notice given to you under this Lease Agreement.**

3. LEASE TERM. You cannot occupy your Premises until we receive all sums required to be paid before you move in and have completed and executed all lease documents and the Guaranty, if required. The Lease Term starts on the Starting Date at a specific move in time to be determined prior to the Starting Date and ends at 10:00 am on the Ending Date. You do not have any right to renew this Lease and this Lease automatically terminates on the Ending Date. Even if we cannot provide the Premises to you when we are supposed to, we will not be liable to you for damages because of the delay. However, no Rent will be due for the period in which you were unable to occupy the Premises (but Rent will be due if you are relocated to Relocation Premises as provided below). Until we can provide the Premises to you, we may relocate you to another Bedroom and/or Apartment, as the case may be, in the Apartment Community or another facility (the "Relocation Premises"). If we cannot provide the original Premises or any Relocation Premises to you within thirty (30) days of the Starting Date, then you will have the right to terminate this Lease by giving us written notice before we provide the Premises or Relocation Premises to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. If the original Premises become available after you have moved into the Relocation Premises, we may require you to relocate to the original Premises upon three (3) days' notice from us. Except as set forth in this Section, no other remedy is available to you and you waive your right to any other remedy. If we send you a letter, email, or other notice notifying you that you have been moved or reassigned pursuant to this Section 3, then that notice will become part of this Lease and will supersede any conflicting terms in the existing Lease.

4. PREMISES DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The term "Premises" means:

- a. If "By the Bed" is the Lease Type checked in the Summary of Lease Terms, then the Premises is defined as including each of the following:
 - i. Your Bedroom and Bathroom (if the Apartment has separate bathrooms for each bedroom) in the Apartment (for your sole use);
 - ii. The Common Areas in the Apartment and the Community Common Areas;
 - iii. The furniture within the Bedroom (if provided by us) (for your sole use);
 - iv. All appliances and furniture within the Common Areas of the Apartment (for your joint use with the other residents of the Apartment);
 - iv. The mailbox (for your joint use with other residents of the Apartment) and the Assigned Parking if one or both have been assigned to you (for your sole use).

- b. If "By the Unit" is the Lease Type checked in the Summary of Lease Terms, then the Premises is defined as including each of the following and any references in this Lease to "Bedroom", unless otherwise specified, means the entire "Apartment":
 - i. The entire Apartment (including your Bedroom and the Common Areas, all for your joint use with the other residents of the Apartment)
 - ii. The Community Common Areas;
 - iii. The furniture provided by us within your Apartment (for your joint use with the other residents of the Apartment);
 - iv. All appliances and furniture within the Apartment (for your joint use with the other residents of the Apartment);
 - iv. The mailbox and the Assigned Parking if one or both have been assigned to you (for your joint use with the other residents of the Apartment).

For all types of Leases, if the postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the mailbox, but assume no liability and you release us from liability



for misdelivery, delays in delivery, failure of delivery or lost or damaged packages, envelopes or any other type of mail delivery resulting therefrom. At the Ending Date, you will notify the U.S. Postal Service to forward your mail to such address as you may specify. We have no obligation to forward your mail.

5. **BEDROOM AND UNIT ASSIGNMENT.**

- a. At our option, we may not assign a rental space at the time of the execution of this Lease. You expressly understand and agree that our failure to assign a rental space at the time of the execution of this Lease will not relieve you of your responsibilities under this Lease. If the rental space is identified as “to be assigned” or “TBA” or “TBD” on the Summary of Lease Terms, we will assign an Apartment and Bedroom prior to move-in. You agree that this Lease will remain effective so long as we are able, on or before the Starting Date, to assign a rental space similar to the one otherwise specified in this Lease to you (i.e., a Bedroom or an Apartment). While we will not act arbitrarily, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Apartment Community, upon fifteen (15) days’ written notice to you.
- b. You understand that your Rent may be increased or decreased from the Rent listed above due to premiums assessed for location, floor level, view, master or standard bedroom types, or other value added or lost variations from the basic Unit Type requested. If this Lease is signed by you, listing only the Unit Type and not an Apartment or Bedroom, we may at a time deemed appropriate by us, assign you an Apartment or Bedroom, as the case may be. To the extent practical in our sole judgment, we will try to honor requests for a specific Apartment or Bedroom. However, if we cannot accommodate your request this does not release you from your obligations under this Lease. You understand that if this Lease is signed by you listing only the Unit Type and not an Apartment or Bedroom that the assignment is subject to availability. **WE CANNOT GUARANTEE THE AVAILABILITY OF THE UNIT TYPE YOU HAVE LEASED.**
- c. If we send you a letter, email, or other notice notifying you that your Bedroom or Apartment assignment has changed and/or that your Rent has increased or decreased pursuant to this Section 5, then that notice will become part of this Lease and will supersede any conflicting terms in the existing Lease.
- d. If you are leasing the Premises by the Bed, then we have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice.

6. **USE/OCCUPANTS.** Only you (the name(s) listed on the Summary of Lease Terms) can live in the Premises. The Premises will be used only as a private residence and for no other purpose. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their lease. **WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT. IN NO EVENT ARE WE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, GENERAL OR SPECIFIC, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF ANY OF YOUR ROOMMATES.**

Although you may have Guests from time to time pursuant to Section 13 of this Lease, we reserve the right to restrict the number of persons permitted in or about an Apartment or the Community Common Areas at any time and at our sole discretion, to protect safety and the quiet enjoyment of other residents.

7. **MOVE-IN.** A “Resident Move-In Form” will be provided to you at the time that you move into the Premises. By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for any defects to the Premises that are not noted on your Resident Move-In Form, whether or not you believe that such damages that may have occurred before you moved in exclusive of ordinary wear and tear. Except for damages and defects included on your “Resident Move-In Form”, you accept the



Premises, fixtures, appliances and furniture “as is” and “with all faults”. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES AND FURNITURE.

8. MOVE-OUT.

- a. You must give us written notice of the date of your move-out at least three (3) days in advance of the actual move-out date. No move-out will release you from your remaining obligations under this Lease. When you leave, whether on or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. You must remove all trash and debris. You must follow any move-out instructions provided to you by us. If you do not comply with this paragraph or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed in the Resident Handbook or any move-out notice or such other reasonable charges to complete such cleaning, repair or replacement. You have the option to be present at a scheduled move-out inspection for which we will provide at least forty-eight (48) hours’ notice; if you are not, you agree to accept our assessment of damages and charges when we inspect.
- b. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire under California law and charge you with costs incurred to keep, sell or dispose of such property without liability to us.
- c. **Damage to your Bedroom and its furnishings is your sole responsibility; damage to the Common Areas and its furnishings and appliances are the joint and several responsibility of all residents of the Apartment.**
- d. All keys must be returned to us on the date of your move-out. If all keys are not returned to us, you must pay all costs to re-key the Premises.
- e. If you move out permanently prior to the Ending Date, you are not released from liability under this Lease and we can apply your Security Deposit to your account. You will be responsible for monthly installments of Rent through the Ending Date. You cannot terminate this Lease prior to the Ending Date (unless you do so pursuant to Section 3 of this Lease).

9. HOLDOVER. If you still occupy the Premises past the Ending Date, you will be in violation of this Lease and we will have the option to (i) evict you from the Premises by lawful means or (ii) enter into a new lease with you at such higher rental rate as we determine in our sole discretion, subject to any local laws.

10. ASSIGNMENT, SUBLETTING AND RELETTING.

- a. **You cannot assign or sublease any part of your Premises to another person without our prior written consent, but the giving of our consent is at our sole judgment.** Even if we agree to an assignment or sublease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignment or sublease will not be a waiver of our rights of consent in the future. If this is a By the Bed Lease and the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied to place a new resident in the unoccupied bedroom.
- b. **There is no early termination clause in this Lease Agreement.** You will be responsible for our expenses incurred related to reletting the Premises if you (1) fail to move in or (2) move out before the Ending Date, or (3) are judicially evicted. You will be liable for procuring a new resident without our assistance, and if we accept such new resident as determined in our sole judgment, you will be liable for any expenses we incur related to reletting the Premises. Whether or not we release you once a new resident has been approved is at our sole discretion, and in no event will we release you until you pay the reletting expenses incurred in finding and approving a new resident. Additionally, you must complete a Relet and Release Acknowledgement in the form provided by us, and you must abide by all provisions contained in that form. **THE RELETTING CHARGE IS NOT A CANCELLATION OR BUYOUT FEE AND DOES NOT RELEASE YOU FROM YOUR OBLIGATIONS UNDER THIS LEASE, INCLUDING YOUR OBLIGATION TO PAY RENT. YOU ARE RESPONSIBLE FOR FINDING YOU A NEW RESIDENT TO RELEASE YOU FROM THIS LEASE AGREEMENT.**



11. SECURITY DEPOSIT AND FEES.

- a. If the Summary of Lease Terms shows a Security Deposit amount, then you are required to deposit a Security Deposit with Management as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate this Lease). If you have made an application deposit in connection with this Lease, then we will apply the application deposit toward payment of your Security Deposit. Among other items, any damage to the Premises, the cost of labor and materials for cleaning and repairs, the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear, the amount of delinquent Rent payments, late charges and other amounts you owe us under this Lease may be deducted from the Security Deposit. If, prior to the date of your moving out, the Security Deposit is reduced because we applied all or part of it to your unpaid obligations, you agree that within three (3) days after receipt of written notice from us, you will deposit with Management the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. If you have notified us of your forwarding address, you agree that we have the maximum number of days allowed by law to return any unused portion of the Security Deposit to you after the expiration or termination of this Lease. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion of the Security Deposit - you must look to the new owner. You will not be entitled to receive any interest or profit on Security Deposit and you agree that we may place your deposit funds into an account with any other assets and we will retain earnings which we may derive therefrom, if any.
- b. You will be responsible for paying the following charges (if applicable) to the extent they accrued during the Lease Term and/or any time you occupied the Premises: unpaid rent; unpaid costs and fees for utilities; costs of repairs, replacements for damages you or others in the Premises have caused; replacement costs for our missing property or appliances; new batteries for smoke detectors or alarms; costs of cleaning beyond normal; costs of utility service calls to remove equipment that you should have turned in; costs of our trips to open the Premises if you don't have your keys; unreturned keys or the cost of rekeying the Premises if all keys are not turned in; missing or burned out light bulbs; removing or rekeying unauthorized security devices or alarm systems; removing and storing property remaining in the Premises after your move-out; removing illegally parked vehicles; false alarm charges; charges for unauthorized animals; fees for violation of our rules or any code or law; late payment, returned check and refused ACM charges; costs of removal of any unauthorized animal; costs of eviction (including legal fees, bonds, and court costs); and other sums due under this Lease. All of the foregoing may be deducted from your Security Deposit.

12. **UTILITIES.** Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum. You and your roommates are responsible for payment of utilities that are required to be paid by you and/or your roommates, and in no event shall we be required to pay for such utilities. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

13. **APARTMENT COMMUNITY GUIDELINES.** You must comply with all written rules and policies, including those defined in the Resident Handbook for the Apartment Community. The Resident Handbook and the rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time in our sole judgment by posting a notice on a bulletin board, website or other area that we designate for notices to residents. If you are a student at a College or University serviced by the Apartment Community, then you must also comply with all such College or University rules and regulations and student codes of conduct.

14. MAINTENANCE, ALTERATIONS AND REPAIRS.



- a. You are responsible for and will take good care of the Premises and the furniture in the Premises, the Common Areas, and Community Common Areas. You will maintain the Premises in a neat, clean and sanitary condition and free from pests and rodents. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in the wall for hanging pictures) of the Premises without our prior written consent. We can require you to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water or plumbing stoppages caused by foreign or improper objects in lines and facilities serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it).invoice Your obligations to pay the charges described in this Section will continue after the Ending Date.
- b. You must not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under state law. After you move in you are responsible for keeping the smoke detector in working order.
- c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, or if a smoke detector is not properly functioning, the request to us must be in writing. In case of malfunction of utilities or damage by fire, water, or similar cause, or injuries, accidents or property damage occurring in the Apartment, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, after first contacting the appropriate emergency officials, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, and any condition which you reasonably believe poses a hazard to health or safety. Once we receive the notice we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce Rent.
- d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- e. We are not liable to you for any inconvenience, discomfort, disruptions or interference with your use of the Premises when we are making repairs, alterations or improvements to the Premises, the Apartment or the Apartment Community. If you request any repairs that are required to be performed by us under this Lease, they will be done during our usual working hours.
- f. We are not liable to you for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities: except to the extent that such injury, damage or loss is caused by our gross negligence. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. We do not insure the contents of your Apartment. We require that you obtain a renter's insurance policy or verify coverage with another policy such as a guarantor's homeowner policy. Your insurance policy should include liability coverage and personal property coverage. We also require that you provide sufficient proof of such insurance coverage and that you maintain that coverage.
- g. You will look to your own insurance, including but not limited to the renter's insurance and/or homeowners policy referenced above, for recovery of any loss resulting from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, surges or interruption of utilities and/or other casualty. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. **IF YOU FAIL TO OBTAIN INSURANCE, YOU BEAR THE FULL RISK OF YOUR OWN LOSS.**

15. **LIABILITY.** TO THE FULLEST EXTENT ALLOWED BY LAW YOU, FOR YOURSELF AND ALL OTHER PARTIES, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (i) LOSS OR THEFT OF YOUR AND ANY



OTHER PARTY'S PERSONAL PROPERTY, (ii) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (iii) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN PART (BUT NOT IN WHOLE) BY OR RELATED TO OUR NEGLIGENCE. YOU ASSUME FOR YOURSELF AND ANY OTHER PARTIES, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK. WE ARE NOT OBLIGATED TO PROVIDE ANY HEALTH OR MEDICAL CARE TO YOU OR TAKE ANY ACTION WITH RESPECT TO ANY MEDICAL CONDITION, ALLERGY OR DIETARY PREFERENCES. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF LOSS, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, REMEDIATION COSTS AND EXPENSES OF WHATSOEVER KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL AND CONSULTING FEES, THAT WE MAY AT ANY TIME SUSTAIN OR INCUR BY REASON OF ANY AND ALL CLAIMS ASSERTED AGAINST US TO THE EXTENT THAT SUCH CLAIMS AROSE OUT OF OR AS A RESULT OF ANY BREACH OF THIS LEASE BY YOU OR BY OTHERS, OTHER THAN US.

16. **LOSS.** If in our sole judgment, the Premises, the Apartment Community or any part of the Apartment Community is materially damaged, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and deposit(s) less lawful deductions. If we determine not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there may be a reasonable reduction of Rent for the unusable portion of the Premises unless you were the cause of the damage. Alternatively, we may choose to relocate you to another apartment or even another comparable facility.

17. **RIGHT OF ENTRY.** We, and our respective agents, employees, maintenance, repairers, servicers and representatives may, with twenty-four (24) hours' notice (with no notice required in the case of an emergency), enter the Premises for any reason that we deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any unoccupied bedroom in the Apartment for re-rental, to inspect the Apartment for the presence of mold or other conditions or to make repairs or remedy any violation of this Lease to the Apartment. Notwithstanding our rights, nothing in the preceding sentence or any undertaking by us under the preceding sentence (a) creates any obligation on us to perform any such inspections or any duty to act which otherwise would not be present or (b) releases you of your obligations to inspect, maintain, repair or report, or otherwise, under this Lease. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage). We can also enter the Premises, upon giving you twenty-four (24) hours' prior written notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. You are not allowed to install additional or alternate locks on the doors of the Apartment. **Changing locks is expressly prohibited unless it is performed by us and required by law at your request.**

18. **DEFAULT.** You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease when due;
- b. You violate this Lease or any Addenda to this Lease, the Resident Handbook, any other Apartment Community rules and policies or any laws, codes or ordinances;
- c. Any of the utilities, which are payable by you or the other residents of the Apartment are disconnected or shut off because you fail to pay;
- d. You fail to move into the Premises or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for thirty (30) consecutive days), unless you provided us with prior notice of your anticipated absence;
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;



- f. You fail to pay any fee within ten (10) days that such is due under the terms of this Lease, any Addenda to this Lease or the Resident Handbook;
- g. You allow a previously evicted resident or occupant to reside in your Apartment;
- h. **You** cause substantial damage to the property;
- i. You permit or create a nuisance at the Premises; or j. You are involved in illegal activity on the Premises, including but not limited to, **(i) any drug related criminal activity, (ii) any activity that endangers the health and safety of other residents, (iii) any unlawful possession or use of any weapons, or (iv) any violence in the Apartment Community.**

19. **REMEDIES.** If you are in violation of this Lease, we can exercise all rights and remedies provided by California Civil Code Section 1951.2 and 1951.4 and other California laws, together with the remedies below:

- a. Collect any fee imposed under this Lease, any Addenda to this Lease or the Resident Handbook;
- b. Sue to collect past due Rent and any other damages we have incurred because you violated the Lease;
- c. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date or until another person that we approve and accept in writing takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);
- d. Terminate your right to occupy the Premises but not terminate this Lease nor end your monetary obligation for the Premises. We may recover rent as it becomes due, provided our consent to assignment or sublet shall not be unreasonably withheld;
- e. Terminate your right to occupy the Premises and declare a forfeiture of this Lease and re-enter the premises all as provided by law; and recover from Lessee all damages by reason of Lessee's breach, including the costs of recovering the premises and the worth at the time of such termination or court award of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided;
- f. Report all violations to credit reporting agencies as permitted by law; and,
- g. Do any combination of the above named remedies or any other remedies allowable at law or in equity.

Any violation of Section 18 (h) through (i) is considered an incurable serious violation of this Lease and such violation will be grounds for us to provide you with a Three-Day Unconditional Quit Notice. We will ask you to leave the Apartment Community within three (3) days of such notice, and failing to do so will result in immediate legal action against you.

In the event of re-entry and taking possession of the Premises as provided in Article 19, we shall have the right but not the obligation to remove therefrom all or any personal property located thereon and may place the same in storage at the expense and risk of the owner or owners thereof and sell or dispose of the same in the manner prescribed by law.

20. **CUMULATIVE REMEDIES.** The exercise of any remedy by us will not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to vacate the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

21. **COSTS AND FEES.** In the event we bring an action against you because you violated this Lease, we can recover all costs or fees we incur, including reasonable attorneys' fees, as part of any judgment.

22. **SUBORDINATION AND RIGHT TO ENCUMBER.** This lease is always subject to the lien of all present and future lender(s) on the Apartment Community. If any lender takes over ownership of the Apartment Community, you agree to pay your Base Rent and other amounts payable under this Lease to such Lender, regardless as to whether such lender acquired the Apartment Community by involuntary transfer, power of sale or deed in lieu of foreclosure.



23. **SALES.** Any sale of the Apartment Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of the landlord from and after the date of such sale.

24. **RESIDENT INFORMATION.** If you or the Guarantor have supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information about you or your rental history for law enforcement, governmental or business purposes, you agree that we are permitted to provide it.

25. **GENERAL.** Timing is very important in the performance of all matters under this Lease. Time is of the essence of this Lease. Your execution of this Lease confirms that neither we nor any of our representatives have made any representations or agreements. There are no verbal agreements between us. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to enter into, waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us or signed by a Community Manager of Management with authority to sign. All Lease obligations are to be performed and enforced in the county where the Apartment Community is located, and the law of the State in which the Apartment Community is located will govern. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights will not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If any part of this Lease is not valid or enforceable, it will not invalidate the remainder of this Lease. If more than one person signs this Lease, then the liability of all such persons to us will be joint and several and references to "Resident" or "you" in this Lease will be deemed to include all such persons that sign this Lease or may otherwise be accountable for and responsible for your actions or inactions. In addition, for the purposes of this Lease, the reference to "you" with respect to any defaults, violations or liabilities of the Resident or with respect to any disclaimers of liability, indemnities, waivers or releases from the Resident, will mean "you", "your guest(s)", "your family member(s)", "your invitee(s)", and "any other parties related to you or who are at the Apartment Community or the Premises because of you". For purposes of this Lease, all references to "we" in any disclaimers of liability, releases, waivers or any indemnities by you will mean, and be in favor of, us, Management, and any employees, officers, directors, members, affiliates, successors and assigns of us, Management and any of them. This Lease may be executed in counterparts.

26. **LIABILITY OF LANDLORD.** If we violate this Lease, you waive any right to damages (and those of anyone else) which exceed our equity in the Apartment Community, but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it, which you agree is a reasonable amount of time.

27. **SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. READ THE SAFETY GUIDELINES CONTAINED IN THE RESIDENT HANDBOOK. NONE OF OUR SAFETY MEASURES ARE AN EXPRESS OR IMPLIED WARRANTY OF SECURITY OR ARE A GUARANTEE AGAINST CRIME OR OF A REDUCED RISK OF CRIME. WE ARE NOT LIABLE TO YOU 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 YOUR PERSONAL CONFLICT WITH YOUR ROOMMATES, OR ANY OTHER REASON. WE ARE NOT OBLIGATED TO FURNISH SECURITY PERSONNEL, SECURITY LIGHTING, SECURITY GATES OR FENCES, OR OTHER FORMS OF SECURITY AND WE CAN DISCONTINUE ANY OF SUCH ITEMS PROVIDED AT ANY TIME WITHOUT NOTICE. YOU UNDERSTAND THAT WE HAVE NOT MADE ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO YOU CONCERNING THE SAFETY OF THE APARTMENT COMMUNITY OR THE PREMISES OR THE EFFECTIVENESS OR OPERABILITY OF ANY SECURITY DEVICES OR SECURITY MEASURES AT THE APARTMENT COMMUNITY OR THE PREMISES. YOU UNDERSTAND THAT WE DO NOT WARRANT NOR GUARANTEE THE SAFETY OR SECURITY OF YOU AGAINST ANY CRIMINAL, TORTIOUS OR WRONGFUL ACTS OF ANY PERSON. YOU UNDERSTAND THAT SECURITY DEVICES OR MEASURES MAY FAIL OR BE THWARTED BY CRIMINALS OR BY ELECTRICAL OR MECHANICAL**



MALFUNCTIONS. THEREFORE, YOU UNDERSTAND THAT YOU SHOULD NOT RELY ON SUCH DEVICES OR MEASURES AND SHOULD TAKE STEPS TO PROTECT YOU AND YOUR EXISTING PROPERTY AS IF THESE DEVICES OR MEASURES DID NOT EXIST. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY MALFUNCTIONS INVOLVING LOCKS, DOORS, PROTECTIVE DEVICES OR WINDOWS IN WRITING. YOU, FOR YOURSELF AND ALL OTHER PARTIES, HEREBY RELEASE ALL, AND COVENANT NOT TO SUE US, AND WAIVE ANY AND ALL LIABILITY OF, AND ALL CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION AGAINST US WITH RESPECT TO ANY AND ALL PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY AND ALL OTHER OCCURRENCES SUFFERED BY YOU OR ANY RELATED OR UNRELATED PARTY AS A RESULT OF ANY CRIMINAL, TORTIOUS OR WRONGFUL ACT BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, ANOTHER RESIDENT OF THE APARTMENT COMMUNITY, BUT EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT BY US TO THE EXTENT PERMITTED BY LAW.

28. MOLD. As you know, this Apartment Community is located in an area where climate and many other environmental and hygienic conditions can lead to the amplification (excessive growth) of naturally occurring mold, mildew and other microorganisms within the Apartment. If unaddressed, excessive mold growth can lead to problems with indoor air quality. When this occurs, it can cause damages to the Apartment and your personal property and may affect your health. Whether or not you experience mold growth in the Premises depends largely on how you manage and maintain your Apartment, and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Premises as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Apartment is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Apartment in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Apartment. As part of your compliance with this general obligation, you agree to do the following as a joint effort to eliminate conditions in the Apartment that may allow mold to grow:

- a. Keep the Apartment, including without limitation the kitchen and bathroom areas, clean and dry.
- b. Remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible and within twenty four (24) hours.
- c. Use fans in the bathroom and/or open bathroom windows while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated. After taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor. Hang up all towels and bath mats so they will completely dry.
- d. Use reasonable care to prevent outdoor water from penetrating into the interior of the Apartment via windows or otherwise.
- e. Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment.
- f. Take all reasonable measures to control the moisture level in the Apartment.
- g. On a routine basis, and at least once per month, visually inspect all areas of the Apartment for mold growth or signs of water damage and wetness.
- h. Immediately report to Management orally and in writing any water leaks or water intrusions into the Apartment, or any excess water in or in the vicinity of the Apartment (walls, floor, ceiling, etc.) or in the building, such as plumbing leaks, roof leaks, foundation leaks, drips, sweating pipes, flooding or puddling of water.
- i. Immediately report to Management orally and in writing any mold growth you find, identifying the location where found inside the Apartment.
- j. Immediately report to Management orally and in writing any problems you become aware of relating to fans, heating, air conditioning or other ventilation systems.

29. If this is a renewal of your current lease, then in that event, the terms and conditions of your current Lease will remain in full force and effect until the Starting Date of this renewal Lease.



30. **ADDENDA.** All Addenda to this Lease including, but not limited to Utility Addendum, Internet Addendum, Parking Rules, Storage Addendum, Guaranty Agreement Addendum and Pet Addendum, are all considered to be a part of this Lease and are incorporated herein.

31. **LOCAL LAW PROVISIONS.** As applicable, the provisions and/or remedies which are set forth on Schedule I shall be deemed a part of and included within the terms and conditions of this Lease. In the event there is any inconsistency or discrepancy between the terms and provisions of Schedule I and the body of this Lease, the terms and provisions of Schedule I shall control in all respects.

32. **CALIFORNIA LANDLORD TENANT LAWS.** This Lease is governed by the California Civil Code, Government Code, Health and Safety Code, and the Business and Professions Code, as well as regulations of the California Department of Fair Employment and Housing and the California Department of Consumer Affairs and any other applicable federal, state or local laws ("California Landlord Tenant Laws"). You are advised to make yourself familiar with California Landlord Tenant Laws before signing this Lease and/or hire an attorney licensed in California to review it for you. In the case of any conflict between the terms of this Lease and California Landlord Tenant Laws, the terms of the California Landlord Tenant Laws will control, however, only the legally inconsistent or invalid provision will be severed from this Lease and all other provisions of this Lease will remain in full force and effect. We hereby disclose and you understand that a publication of "A Guide to Residential Tenant and Landlord Rights and Responsibility" concerning California Landlord Tenant Laws is available for free on the California Department of Consumer Affairs website at <http://www.dca.ca.gov/publications/landlordbook/index.shtml>.

Resident's Name (Printed)

Management, as Agent for Landlord

Resident's Signature

Date

Date

SAMPLE DOCUMENT ONLY