



LEASE

(Revised 11/04/2011)

SUMMARY OF LEASE TERMS:

Name of Apartment Community: The Pointe at Berkeley **Date:** _____

Address of Apartment Community: 700 Berkeley Place Circle, Clemson, SC 29631

Resident Name(s): _____ (“you” or “your”)

Landlord: Clemson I, LLC (“us”, “we” or “our”)

Management: Campus Apartments Management, LLC (“Management”)

Management Office Address: 700 Berkeley Place Circle, Clemson, SC 29631

Lease Term: Starting Date: _____ (beginning at 12:00pm) Ending Date: _____ (expiring at 12:00pm)

Lease Type: By the Unit (Joint and Several Lease) or By the Bed (Individual Lease)

Unit Type: # _____ Bed(s)/Bedroom(s) # _____ Bath(s)

Premises: Apartment # _____; Bedroom # _____ (if applicable)

SUMMARY OF RENT, FEES & DEPOSITS:

Base Rent for the Lease Term: \$ _____, payable in equal monthly installments of \$ _____

Additional Monthly Fees / Additional Rent (If Applicable):

Monthly Parking Fee: \$ _____	Monthly Pet Rent: \$ _____	Premium Unit Fee: \$ _____
Monthly Storage Fee: \$ _____	Monthly Utility Fee: \$ _____	Monthly Furniture Fee: \$ _____
Double Occupancy Fee: \$ _____	Other (____): \$ _____	

Total Monthly Installment of Base Rent, Fees and Additional Rent: \$ _____

Initial Fees and/or Deposits (If Applicable):

Applications Fee: \$ _____	Admin Fee: \$ _____	Security Deposit: \$ _____	Early M/I Fee: \$ _____
Access Card Deposit: \$ _____	Pet Deposit: \$ _____	Activity Fee: \$ _____	Reservation Fee: \$ _____
Redecorating Fee: \$ _____	First Month’s Rent: \$ _____	Last Month’s Rent: \$ _____	Other (____): \$ _____

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.

a. You will pay to Landlord Base Rent for the Lease Term in the amount of \$ _____, payable in advance, 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”. Rent will not be prorated for partial months. You understand that the full amount of Rent is due even though the Lease Term is less than 365 days.

Your Rent does NOT include the following utilities which you must pay separately to the utility provider as detailed herein: Electricity; Gas; Water; Sewer; Trash; Internet; Cable. **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. You will pay a full Monthly Installment of Rent before you move in to cover the part of Rent from the Starting Date through the last day of that month. Your next monthly installment of Rent will then be due on or before the 1st day of the second month of the Lease Term. For subsequent months, you will pay us the monthly installment of Rent on or before the 1st day of each

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month, in advance, and without us having to make demand for payment. However, we also reserve the right to collect the last monthly installment of Rent before you move in. Rent is payable at the Management Office Address listed above (or at such other place of which we notify you in writing). You have no right to withhold Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages against 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 your check 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. Cash will not be accepted under any circumstances. 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 _____ day of the month are considered late. If any portion of your monthly payment is not received by the above date, you will be assessed an initial late fee of \$_____ plus \$_____ per day or _____ percent of outstanding balance beginning on the above date until the date paid. We will not charge late fees in excess of \$_____ per month. You also agree to pay either [a service fee of \$_____ for each NSF or returned check or rejected automated clearing house draft plus the above late fees] or [a fee equal to 1% of the face value of the check plus an additional fee equal to the fee charged by the bank to Management plus the above late charges until we receive acceptable payment].

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 associated with us providing special services to you or on your behalf and for all fees or fines as 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, fines, utility overages, etc.) 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. LEASE TERM. The Lease Term starts on the Starting Date at noon and ends at noon on the Ending Date. You do not have any right to renew this Lease and this Lease automatically terminates on the Ending Date. You cannot occupy your Premises until we receive all Rent required to be paid before you move in and have completed and executed lease documents and the Guaranty, if required. 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. 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. If we cannot provide the Premises to you, or you are not relocated, 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 to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. Except as set forth in this Section, no other remedy is available to you and you waive your right to any other remedy.

3. PREMISES DESCRIPTION. This Lease is between you and us. We agree to lease to you and you agree to lease from us, the "Premises". If "By the Bed" is the Lease Type checked in the Summary of Lease Terms and you are leasing a Bedroom as specifically identified in the Summary of Lease Terms, then the Premises is defined as including each of the following:

- a. Your sole use of the Bedroom and Bathroom (if the Apartment has separate bathrooms for each bedroom) in the Apartment;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
- c. Your sole use of the furniture within the Bedroom (if provided by us); and your joint use of all appliances and furniture within the Common Areas of the Apartment;
- d. Your joint use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you. 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. 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.

If "By the Unit" is the Lease Type checked in the Summary of Lease Terms, then the Premises is defined as the entire Apartment and any references in this Lease to "Bedroom" means the entire "Apartment".

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4. 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. 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. We have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice. 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. 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 your Rent may be increased or decreased from the Rent listed above due to premiums assessed for location, view or other value added or lost variations from the basic Unit Type requested. You understand that if this Lease is signed by you listing only the Unit Type and not an Apartment or Bedroom that the Lease is subject to availability. We cannot guarantee the availability of the Unit Type you have leased.

5. USE/OCCUPANTS. Only you can live in the Premises. It 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.

6. GUARANTY. At our option, the parental or sponsor's guaranty (the "Guaranty") provided to you must be signed and returned to Management by the earlier of (i) fourteen (14) days after the date of this Lease or (ii) the Starting Date. At our option, we may terminate this Lease and your right to possession of the Premises if the 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 the 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. If the person who signs the Guaranty (the "Guarantor") is unable to sign in the presence of our authorized employee, then the person who signs must have their signature notarized or attach a copy of their driver's license or other government-issued photo identification.

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 defects or damages that may have occurred before you moved in. 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 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 the move-out inspection; 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 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. If all keys are not returned to us, you must pay all costs to re-key the Premises.

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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. There is no early termination clause in this Lease.

9. **HOLDOVER.** If you still occupy the Premises past the Ending Date, you will be in violation of this Lease and will owe us two times the total Monthly Installment of Rent for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, the damages of any contractor scheduled to perform work in the Premises and the damages of the person who could not move in because of your holdover.

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 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. A reletting charge will be due 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 a reletting charge equal to 85% of the highest monthly installment of Rent during the Lease Term in the event that you require us to procure a new resident to assume responsibility for the Premises. In the event that you procure a new resident without our assistance, and we accept such new resident as determined in our sole judgment, you will be liable for a reletting charge equal to \$_____. Additionally, you must complete a Relet and Release Acknowledgement, 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.

11. SECURITY DEPOSIT AND FEES.

a. Once you sign the Lease application, you may be required to deposit a Security Deposit, at our option, (this may be in the form of an application deposit which is transferred over as the 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 (except for the non-payment of utilities)). Among other items, any damage to the Premises, the cost of labor and materials for cleaning and repairs, and the amount of delinquent 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, and so long as you do not owe us Rent at the time of your surrender of the Premises, 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. The Security Deposit will be deposited at _____ in an [interest-bearing] [non-interest bearing] account. Any interest earned on the Security Deposit will accrue for the benefit of, and will be paid to us or as we direct, and such interest, if any, may be withdrawn by us or our agent from such account as it accrues as often as is permitted by the terms of the account.

b. You will be responsible for paying the following charges (if applicable): 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; 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; fines and 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.

c. In addition to the Security Deposit, at our option, you may be required to pay certain other deposits and fees to Management including but not limited to reservation fees, parking fees, pet fees, storage fees, utility fees, application fees, administration fees, activity fees, redecorating fees and such other fees and deposits listed in the Summary of Rent, Fees and Deposits. The only purpose of the Reservation Fee is to place your name on a reservation list for an unspecified Apartment or Bedroom, as the case may be, in the Apartment Community, although this does not guarantee you any living arrangements. However, if we are unable to provide you an Apartment or a Bedroom, as the case may be, we will refund the Reservation Fee to you. If we can provide you with an Apartment or a Bedroom, as the case may be, the Reservation Fee is ours to keep. If we do not receive the Reservation Fee within fifteen (15) days after the date you sign this Lease, this Lease may be cancelled by us at our option.

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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 jointly and severally liable for payment of utilities that are required to be paid by you and/or your roommates. 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 and 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 prepay or, if we elect, you agree to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you 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). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this Section will continue after the Ending Date. Our repair costs may include a fifteen percent (15%) overhead charge.

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. We can require that you pay in advance all costs relating to the replacement or repair of a security device if due to your misuse or damage.

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, 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.

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

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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, repairers, servicers and representatives may, without notice, at any time, 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 prior 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.

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 of nonpayment;
- 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 five (5) consecutive days);
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You are arrested for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;
- g. You engage in or permit (i) any drug related criminal activity, (ii) any activity that endangers the health or safety of other residents, (iii) any activity that, in Landlord's sole judgment, is injurious or harmful to the Apartment Community or its reputation, (iv) the possession or use of any weapons in the Apartment or the Apartment Community, or (v) any act of violence in your Apartment;
- h. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease, any Addenda to this Lease or the Resident Handbook; or
- i. You allow a previously evicted resident or occupant to reside in your Apartment.

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19. **REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than as provided in this Section) in addition to other remedies allowed by law:

- a. Collect any fine 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 (except for non-payment of utilities) the Premises but not terminate this Lease nor end your monetary obligation for the Premises;
- e. Terminate this Lease and your right to occupy the Premises and institute an action for eviction;
- 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.

In addition to the foregoing remedies, if you commit any violation of Section 18, paragraph f. or g. of this Lease, we can immediately require you to vacate the Premises within 24 hours after notice from us.

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 (except in Arizona where the prevailing party may be awarded reasonable attorney's fees).

22. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership of the Apartment Community, it can, at its discretion, end this Lease or elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community.

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. 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.

Resident Initials: _____



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.

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.** 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:

- 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 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.

Resident Initials: _____



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

Resident's Name (Printed)

Management, as Agent for Landlord

Resident's Signature

Date

Date

Resident Initials: _____





UTILITY ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident: _____

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

1. UTILITY OPTION. For the following utilities you must select one of the following options. Electricity; Gas (select one). You acknowledge that no portion of the rent to be paid by you will pay for any portion of the checked utilities in the preceding sentence.

You and your roommates contract directly with the local utility service provider and are fully responsible for the bills which will be sent to you by the provider. Management shall incur no liability for any roommates' failure to reimburse you for their share of utility bills. If all roommates in your unit do not agree to this option then it shall automatically revert to the option below.

OR

The account for service from the local utilities provider(s) will remain in Management's name. For your convenience, the utility provider's bills for service it provides to your unit will be divided equally based on the number of roommates and presented to you by our third party billing provider. Our third party billing provider functions as a billing provider, not a utility, in order to allow you to pay such bills without having to sign up for service with the utility service provider directly or having to collect payments from your roommates. Neither Management nor our third party billing provider are providing or furnishing the utility service itself and the functions described herein are limited to dividing the utility provider's bill to each individual.

Additionally, in order to assist you in paying such bills and to encourage conservation, Management shall pay the first \$_____ of your bill monthly. Any amounts billed to you by our third party billing provider over this amount are your responsibility. Under this option, you will also be responsible to pay an annual fee of \$45.00 administrative fee as described in more detail below.

Whether or not you elect the utility package option, all other provisions of this Addendum are applicable.

2. PAYMENT OF UTILITIES. Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below, with the method of allocation described in the key at the bottom of this page:

a. Electric service and associated fees will be paid:

- By Us entirely
- As described in Section 1 above based on your selection.
- By You, directly to the utility service provider
 - By You, to reimburse us for our payment to the utility service provider, based upon:
 - Submetering. If this is checked, YOUR PREMISES IS SUBMETERED to determine electrical usage. The bills you receive from us will be based on the usage measured by the submeter times the average costs per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). Charges for consumption of electricity in the common areas of the Apartment Community (such as, but not limited to, the leasing office, the parking area, the pool and recreational areas) are paid by us and you will not be charged for them.
 - Allocation. If this is checked, you will be paying for electricity based on an ALLOCATION of electrical costs to the Apartment Community. The method of allocating the cost among the apartments is the square footage of the living area of the Apartment as a percentage of the sum of

Resident Initials: _____



(i) the square footage of living areas of all apartments, and (ii) the square footage of all heated and air conditioned common areas. For this Apartment, the percentage is ____%. [alternatively – the submetered usage of the Apartment as a percentage of the sum of the submetered usage of all apartments]. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period’s average cost per kilowatt hour (both amounts will be available to you at the manager’s office during reasonable business hours). This Apartment’s average monthly bill for the previous calendar year was \$_____.

b. Gas service and associated fees will be paid:

- By Us entirely
- As described in Section 1 above based on your selection.
- By You, to reimburse us for our payment to the utility service provider, based upon an allocation of the cost among the apartments equal to the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated common areas. For this Apartment, the percentage is ____%. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period’s average cost of gas per ____ cubic feet (both amounts will be available to you at the manager’s office during reasonable business hours). For this Apartment’s average monthly bill for the previous calendar year was \$_____.

c. Water/Sewer service and associated fees will be paid:

- By Us entirely
- By You, directly to the service provider
- By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the water/sewer charges (less base unit and customer service charges, and common area usage calculated pursuant to applicable rules) times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy
 - ratio of submetered hot and cold water for the Apartment to the total

With respect to prior water/sewer billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____. During that calendar year, the highest water/sewer bill for an apartment was \$_____ and the lowest bill was \$_____.

d. Trash service and associated fees will be paid:

- By Us entirely
- By You, directly to the service provider
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the trash service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior trash service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____. During that calendar year, the highest trash service bill for an apartment was \$_____ and the lowest bill was \$_____.

Resident Initials: _____



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

- By Us entirely,
- By You, directly to the service provider, should you elect to establish service
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the cable service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior cable service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____. During that calendar year, the highest cable service bill for an apartment was \$_____ and the lowest bill was \$_____.

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

- By Us, entirely
- By You, directly to the service provider, should you elect to establish service
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the internet service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior internet service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____. During that calendar year, the highest internet service bill for an apartment was \$_____ and the lowest bill was \$_____.

g. **Local telephone service and associated fees will be paid:**

- By Us entirely
- By You, directly to the service provider, should you elect to establish service
- By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the local telephone service charges times an allocation formula equal to one of the following methods:
 - actual occupants
 - ratioed occupancy
 - average occupancy
 - combination of square footage and occupancy

With respect to prior local telephone service billings and periods, the average monthly bill for all apartments for the previous calendar year was \$_____. During that calendar year, the highest local telephone service bill for an apartment was \$_____ and the lowest bill was \$_____.

You and the other residents of your Apartment must separately pay for all charges, taxes and fees and provide required deposits for all utilities not listed above, as well as those paid by you directly to the service provider and those paid by you to us or our billing company.

3. At our option, we may bill for services provided by local utility providers either through a billing company or directly by us. If you elect to have these various utility and service accounts remain in the name of Management, then for such services billed directly by our billing company, you will be charged an amount equal to \$45 on the date the Lease starts (or at the first billing for utility reimbursement, at the discretion of Management). This annual fee is for administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by us for entire school year. You must make payment in full of the various utility and service reimbursement charges to us or the billing company prior to the due date listed on each bill. Whether or not we bill you directly or through a billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility and service reimbursement billings on time is difficult or impossible to determine, but you agree that in the event of a late payment, we or our billing company 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. Accordingly, you agree that if the payment is received after the stated due date, you will immediately pay a late payment in the amount of \$15.00, which is a reasonable estimate of the costs incurred. Regardless of whether we bill you directly or through a billing company, payments for reimbursement of your utility and service charges billings are due each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle Management to exercise all remedies available under the Lease.

Resident Initials: _____



4. Management will have sole discretion to select the utility providers, except where prohibited by law. The billing for services provided to you by that provider will be sent to you by a billing company. You acknowledge that the billing company is not a public utility and that neither we nor the billing company will provide or furnish you with any utility service. Any disputes related to the computation of your bills will be between you and us.

5. General Information:

a. In the event that you are paying to us (as opposed to the utility provider) then any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility service provider. Please call the manager to discuss this.

b. We will typically read submeters.

c. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utility providers from the prior billing period and for all billing periods during the last 12 months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your submeter readings and the readings from our master meter; and (v) submeter test results for the current month and the prior 12 months; and (v) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.

d. We will use our reasonable efforts to repair reported leaks and broken submeters within 7 days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within 7 days after we become aware of the issue.

e. You must not allow service for electricity, water, wastewater or gas to be terminated during the term of your Lease. If allowable under the law and if the respective utility account is in your or one or more of your roommates names, you may be able to change your utility provider; however, (a) all roommates must agree on that provider or you will be required to use the same provider used for the Project, and (b) you must give us written notice of such change within ten (10) days after you elect to change providers. You are liable for all costs to change providers and all costs to return the utility to our provider at the end of the term (if you fail to return it to our name we can charge you a fee of up to \$50 plus all other costs necessary to return to our provider). You are liable for all of your unpaid utility bills through the termination of your Lease, which liability shall survive such termination.

6. Payment for your respective utilities is due upon receipt of your bill from us or the third party billing provider. In order to avoid late fees, all amounts are due by or before the 1st Day of the monthly billing cycle. If your payment is late, if your check doesn't clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees and other remedies under this Lease are available to us.

7. Unless you elected to have these various utility and service accounts remain in the name of Management, all utility and service accounts in your name or your roommate's name must remain on, in your name, through the Ending Date regardless of whether you have moved out, except and unless you have sublet the Premises pursuant to Section 10 of this Lease. Refusal to maintain utility service in your name will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.

8. If Resident fails to place all applicable utilities in Resident's name as of the starting date or at any time thereafter during the lease term, and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of \$50 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 billing provider 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.

9. If local telephone is paid by us, you agree to reimburse us for all charges, taxes and fees associated with long distance telephone calls, additional or private lines and telephone calls to directory assistance. In addition, if local telephone service is paid by us, you agree not to access, use or order any service that may result in charges assessed to or costs incurred by us, including, but not limited to, acceptance of collect calls, third party billing, or any service (including calling cards) which may be billed to the telephone number furnished to you. If you are in violation of the Lease or of a local carrier's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue telephone service to the Premises.

Resident Initials: _____



10. If you want additional telephone lines, additional cable channels or alternative providers of telephone, cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services. The installation of a satellite dish requires our prior written approval.

11. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider and/or university network. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to our internet service. We are not responsible for the purchase of these items, and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's or university network's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises.

12. You agree 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 the Lease and will entitle Management to exercise all remedies available under the Lease.

13. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. You release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

14. Should any provision of this addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





INTERNET ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident: _____

Not Applicable

NETWORK ACCESS POLICY.

Internet access will be provided to the Apartment Community by a company selected by Management in its discretion ("Provider") that may, from time to time, supply content, software or information service to the Premises or the Apartment Community through Provider's integrated communications and/or internet access system ("System"). We may, at our discretion, from time to time change the Provider and make changes to the System. As an integrated communications provider, Provider offers its subscribers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We want you to be informed of your rights and obligations -- and those of Provider and Management -- in connection with your use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. The fundamental fact about the Internet is that no one --neither Provider, Landlord, Management, you nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When you obtain information through the Internet, you must keep in mind that we cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because we cannot monitor and censor the Internet, and will not generally attempt to do so, we cannot accept any responsibility for injury to or damages suffered by you or other users of the System that results from inaccurate, unsuitable or offensive Internet communications.

2. When you disseminate information through the Internet, you must keep in mind that we do not review, edit, censor or take responsibility for any information you or other users may create. This places on you what will be, for most, an unfamiliar responsibility. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information you create is carried over Provider's System and may reach a large number of people, including both subscribers and nonsubscribers of Provider, you and other users' postings to the Internet may affect other users and may harm our goodwill, business reputation and operations. For these reasons, you violate this Policy when you engage in any of the following activities. Such violation by you constitutes a default by you under this Lease.

a. Spamming -- Unsolicited, commercial mass e-mailing is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's subscribers.

b. Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve us in litigation and possible loss of reputation.

c. Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

d. Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against us, whose facilities were used to distribute the defamatory material.

e. Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

f. Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

g. Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

h. Other Activities whether lawful or unlawful, that we determine, and so notify you, to be harmful to the System or to its or our respective subscribers, tenants, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

Resident Initials: _____



3. The responsibility for avoiding the harmful activities described above rests primarily with you. We will not, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Management becomes aware of harmful communications, however, it may take any of a variety of actions. We may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including Management exercising remedies for your breach of this Lease.

4. Provider also is aware that many of the users of its System may be, themselves, providers of Internet services (you are not such a provider, and will not provide Internet services through the System), and that information reaching the System from those users may have been originated by customers of those users or other third parties. Provider does not generally require its users who offer Internet services to monitor or censor transmissions created by customers of its users. At the same time, users who knowingly transmit materials that violate law or this Policy are, themselves, in violation of this Policy. Similarly, Provider expects that users who offer Internet services will cooperate with Provider in any corrective action that Provider deems necessary, in order to correct and prevent the transmission of material that is harmful to Provider or its users. Failure to cooperate with such corrective and preventive measures is a violation of this Policy and the Lease.

5. We are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you and other users of the System to assume that all of their on-line communications are insecure.

6. We cannot take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. We may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, we may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over the System where necessary to protect us and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.

7. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System and will not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, such as FTP, WWW, Napster and NNTP, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

8. Excessive data transfer may interfere with the experience of other users of the System. You will not disrupt, or interfere with the use by other subscribers of the System or with the services available through the System. We will have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Management may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine such utilization is excessive.

9. Use of the System is at your sole risk, and we or any of our respective affiliates will not be liable in connection with any usage of the System by you or any third party. We nor any of our respective affiliates represent or warrant that the System will be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the tenant network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.

10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.

11. Because the System is shared by many other users, we recommend your use of "Personal Firewall Software".

12. Without limitation to any other provision of this Lease, violations of this Policy by you may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.

13. You hereby agree to indemnify, protect and save harmless us and each of our affiliates, agents, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from your violation of this Policy. Among other things, this means, that if we are sued because of your activities that violate this Policy, any law or the portions of this Lease dealing with your use of the System, you will pay any damages awarded against us, plus costs and attorneys' fees.

Resident Initials: _____



14. We will not be liable for any interruption, surge, or failure of the System or of any utilities or services provided to you or any damage directly or indirectly caused by such interruption, surge or failure.

15. We may provide direct connections, or wireless connections, to Provider's and/or the University or College network, where available, as chosen by us. Use of these services is subject to the terms and conditions of (i) Management (ii) Provider (including the Policy set forth above), and (iii) the terms and conditions governing the use of University or College-provided services, as applicable. In the event you are in default under any of the terms of this Lease (including, without limitation, the Policy), Management will have the right to discontinue your connections to the System and/or University or College-provided services. If Provider re-connects you to the System, and/ or a University or College provided service, after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee,

16. Should you desire to use alternative Internet or on-line services, you will have the right to do so, at your expense.

17. You are required to have an anti-virus software package installed on your computer system at all times when accessing the Apartment Community's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.

18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, you are responsible for ensuring that your operating system is up to date, with all security/critical update patches for your specific operating systems. Such patches are generally made available by the operating system provider.

19. This Policy may be amended or supplemented from time to time by us. Such amendments or supplements will be effective upon the transmission of written notice to you as provided in the foregoing Lease, or, as we communicate such amendment or supplement over the Internet.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





UNIT ASSIGNMENT ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

As of the Starting Date of the Lease Term, the Premises, as defined in Section 2 of the Lease, shall consist of the following:

Not Applicable

Apartment: Bedroom: Unit # _____ Bed Letter _____

RENT. According to the preferences you have previously stated or based on the availability of the unit type requested, the Rent for the above referenced Apartment and/or Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basic unit type requested. You agree that your Monthly Rent will be adjusted by the following amount, for the following reasons:

Monthly Rent Adjustment: \$ _____

Reason for Adjustment: _____

Monthly Rent Adjustment: \$ _____

Reason for Adjustment: _____

Monthly Rent Adjustment: \$ _____

Reason for Adjustment: _____

New Monthly Installment of Rent: \$ _____

You agree that the above New Monthly Installment of Rent amount will be due as Rent. This New Monthly Rent is payable according to the terms of Section 1 of the Lease.

REASSIGNMENT. Though we will try to avoid it, we reserve the right to reassign your Apartment or the Bedroom listed above prior to you taking possession of the Apartment.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





PARKING RULES

Apartment Community: The Pointe at Berkeley

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

I do not have a garage, carport or reserved parking space at this time. If I obtain a garage, carport, or reserved parking space I understand that I must complete a new Parking Agreement.

Leased Parking/Storage

You agree to lease a Garage, Carport, and/or [Parking Space (#____)], the “Additional Space”, located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on _____ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease. Notwithstanding the foregoing we may cancel the leased parking/storage at any time upon thirty (30) days prior written notice.

2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:

- No charge
- One-Time Charge of \$_____ per year.
- Two equal installments of \$_____ with the first installment due at the time of Agreement submission and the second due _____ 20____.
- Ongoing Monthly Charge of \$_____, due with the Rent and subject to all late fees or penalties outlined in the Lease.

3. You agree to pay a security deposit of \$_____. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.

4. You acknowledge receipt of the following entry device [Key] [Remote], or [Access Card (#____)] for which you have paid a non-refundable fee in the amount of \$_____. You understand that there is a non-refundable replacement fee of \$_____ for this device if you should fail to return it upon vacating the Premises.

5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.

6. You agree that Management may enter the Additional Space pursuant to Section 17 of the Lease.

7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.

8. You agree to accept the Additional Space “AS IS”, and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.

9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

General Apartment Community Parking Rules and Regulations

1. Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations or any unauthorized vehicles may be towed at the expense and sole risk of the owner of the vehicle.

2. You may not have more than one vehicle in the Apartment Community at one time, and your vehicle must be properly registered with our office. The vehicle must be properly insured and a current state inspection and registration sticker(s) must be visible. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

Resident Initials: _____



3. Your vehicle and those of your guest(s) may not, at any time, park your vehicle such that it takes up more than one parking space, park in a fire lane, in a “no parking” area, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces without a required handicap identifying card or license, in spaces designated for visitors or management representatives, in a location which blocks exit from or entrance to a parking space, in areas without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner’s expense and sole risk.
4. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than a pick-up may not remain on our property except for loading and unloading, though we reserve the right to permit these vehicles in designated areas.
5. You may not wash your vehicle or perform any mechanical repairs or maintenance while in the Apartment Community, except in areas, if any, designated by us for such uses.
6. You agree to inform your guests/non-residents of all parking rules and restrictions.
7. The vehicle must appear to be in operable condition, that is, it cannot have a flat tire; be on jacks or blocks; have an expired state inspection sticker; have an expired or no license plate or no registration sticker. Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Handbook. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local legal requirements with no advance or further notice.
8. You agree to pay for towing and storage charges. The Apartment Community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property.
9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

Parking Permits

1. If your Apartment Community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver’s side of your front windshield, unless otherwise directed in writing by us. Vehicles violating this provision may be towed at the vehicle owner’s expense.
2. A parking permit allows the resident to park in designated areas within the Apartment Community upon availability. A permit in no way guarantees the availability of parking in front of your building or even in the Apartment Community.
3. Parking permits become invalid on Ending Date of your Lease or earlier if your Lease is terminated either by us or you or if you sublease your Apartment in accordance with Section 10 of the Lease.
4. If you enter into a new Lease, you must obtain a new permit from us at the Ending Date of your prior Lease. Your old permit will not protect you against towing.
5. Parking permits are valid only on the vehicle assigned per this Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
6. We reserve the right to revoke parking permits at any time for any reason.
7. You have received a [Decal (#_____)] for which you have paid a non-refundable fee in the amount of \$_____. You understand that there is a non-refundable replacement fee of \$_____ for this if a replacement is needed.

Resident Initials: _____



Guest Parking

- 1. You understand that the Apartment Community [does] [does not] require guest parking permits.
- 2. Your guests must park only in designated guest or visitor parking, and they are subject to all the provisions in this Addendum.
- 3. If your Apartment Community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number of guest parking permits issued each day and to issue none on any day we choose. There is no guest or visitor parking area-only guest permits. Guest permits must be clearly in view in the area specified by Management when you sign out the permit (It is your responsibility to ask Management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at your expense.

Acceptance of parking privileges (access card, special permits and hang-tags) constitutes an agreement between the Tenant and the Landlord that the Landlord shall not be responsible for loss or damage to the vehicle or to persons, its accessories or contents, resulting from theft, fire, collision, or any other cause

Vehicle Information

Vehicle Make/Model:	
Vehicle Identification Number:	Vehicle License Number:
Vehicle Year:	Vehicle Color:
Insurance Company Name:	
Policy Number:	
Effective Date of Policy:	

Copy of current Driver's License on file with Management? Yes No

Management, as Agent for Landlord Date Resident Date

Resident Initials: _____





STORAGE ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

Not Applicable

Storage

You agree to lease a [Storage Facility] the “Additional Space”, located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on _____ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease.
2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:
 - No charge
 - One-Time Charge of \$_____ per year.
 - Ongoing Monthly Charge of \$_____, due with the Rent and subject to all late fees or penalties outlined in the Lease.
3. You agree to pay a security deposit of \$_____. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.
4. You acknowledge receipt of the key to the Additional Space, for which you have paid a non-refundable fee in the amount of \$_____. You understand that there is a non-refundable replacement fee of \$_____ for this key if you should fail to return it upon vacating the Premises.
5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.
6. You agree that Management may enter the Additional Space pursuant to Section 17 of the Lease.
7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.
8. You agree to accept the Additional Space “as is”, and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.
9. You agree to indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space. You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





CONCESSION ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident: _____

Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

With the expectation of full performance of the Lease in its entirety, Management is extending the Resident a concession totaling \$_____.

The concession has been/will be applied as described below:

<input type="checkbox"/> Upfront Rental Concession of \$_____ to be taken in the month(s) of _____ =	\$_____
Description: _____	Concession Amount
<input type="checkbox"/> New Lease Incentive of \$_____ given in the month of _____ =	\$_____
New Lease Incentive Description: _____	Concession Amount
<input type="checkbox"/> Other: _____ =	\$_____
	Concession Amount

*In the event of a violation, as outlined in the Lease, all concessions detailed above and received prior to such violation must be repaid in full. Future concessions do not require repayment.

Management, as Agent for Landlord Date

Resident Date

Resident Initials: _____





GUARANTY AGREEMENT ADDENDUM

Apartment Community: The Pointe at Berkeley

Landlord: Clemson I, LLC

Resident: _____

Guarantor(s): _____

Lease Date: _____

The Resident named above desires to enter into a Lease with Landlord for certain Premises within the Apartment Community named above.

Landlord requires security in exchange for entering into a Lease. The Guarantor(s) named above are willing to give such security.

The Guarantor(s) and the Resident will be jointly and severally responsible for full payment and performance of all of the Resident's obligations under the Lease.

The Guarantor(s) and the Resident will be obligated to:

- Complete a rental application and qualify according to the standards of the Apartment Community and Management.
- Ensure prompt payment of Rent including all Additional Rent and other charges associated with the Lease.
- Ensure that all utility accounts associated with the Apartment are kept in good standing.
- Adhere to all conditions of the Lease and the Resident Handbook.
- Pay for any and all damages to the Apartment while Resident is in possession of the Apartment and/or obligated under the Lease.

If the Resident or the Guarantor(s) are in violation of the Lease or if the Lease is not fulfilled in its entirety,

- Both the Guarantor(s) and the Resident may be named in any and all court proceedings, and both will be subject to any judgments resulting from court proceedings.
- Both the Guarantor(s) and the Resident will be named on any accounts turned over to collection agencies.
- The Guarantor(s) and the Resident will agree to pay reasonable legal fees and costs associated with the enforcement of the Lease or this Guaranty Agreement and/or the collection of any and all monies due to Landlord.
- All remedies against the Resident will apply to the Guarantor(s) as well.

If the Guarantor(s) is/are married, then both the Guarantor and spouse must sign and execute this Guaranty Agreement, where required by law.

It is not necessary for the Guarantor(s) to sign the Lease itself or to be named in the Lease. The Guaranty Agreement or the Guarantor(s) does/do not have to be mentioned in the Lease.

This Guaranty Agreement applies to the Lease with the above Lease Date and will be valid and continuous through the Lease Term and any renewals of the Lease and any transfers to other apartments within the same Apartment Community. The Lease may be extended, renewed or modified and will be subject to and covered by this Guaranty Agreement without further notice, authorization or signature of the Guarantor(s). The liability of Guarantor(s) under the Guaranty Agreement is unconditional and primary. Landlord may, at its option, proceed solely against all or any of the Guarantors without first commencing an action, exhausting any remedy, obtaining any judgment, or proceeding in any way against Resident or any other person or entity. Guarantor(s) waive the benefits of any right of discharge, if any, and any rights of sureties and guarantors under law. This Guaranty Agreement and its underlying obligations are not released, impaired, reduced or affected by the occurrence of any one or more of the following: (i) any assignment or sublease of the Premises; (ii) the insolvency, bankruptcy, disability, or death of the Resident; (iii) renewal, extension or modification of the Lease, either with or without notice to Guarantor(s); (iv) any delay, failure or refusal of Landlord to take or prosecute any action for collection or enforcement of the Lease; or (v) Landlord's failure to notify Guarantor(s) of any assignment, sublease, renewal, extension or modification of the Lease. This Guaranty Agreement shall be construed according to the laws of the State where the Community is located in the county where the Apartment Community is located. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR(S) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO ANY OF THE PROVISIONS OF THIS GUARANTY AGREEMENT.**

Resident Initials: _____



GUARANTY AGREEMENT ADDENDUM (Page 2)

Apartment Community: The Pointe at Berkeley

In witness whereof, the undersigned have executed this Guaranty Agreement on _____, 20_____.

Guarantor Signature* Date

Guarantor Signature* Date

Resident Signature Date

Management, as Agent for Landlord Date

Notary Signature (if applicable) Date

*If Guarantor(s) does/do not sign this Guaranty Agreement in the presence of an authorized community associate, Guarantor(s) should sign this Guaranty Agreement in front of a notary public and must include a photocopy of a government issued photo ID.

Resident Initials: _____





RESIDENT HANDBOOK ACKNOWLEDGEMENT

Apartment Community: The Pointe at Berkeley

Resident: _____

I acknowledge the following (initial):

- _____ I have received a copy of the Resident Handbook or one has been made available to me for my review.
- _____ I have read and agree to abide by all rules and policies contained in the Resident Handbook.
- _____ These rules are subject to revision, pursuant to Section 13 of the Lease.
- _____ I am responsible for complying with, and ensuring that my guests comply with, all of the Resident Handbook.
- _____ The Resident Handbook is considered to be part of the Lease.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





PET ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident (“I” or “Pet Owner”): _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

I understand that my Apartment Community does not accept pets, and I will be subject to the penalties listed in the Resident Handbook if I am found to have a pet.

I have no pet at this time. If I acquire a pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges, complete a new Pet Agreement, and adhere to all pet policies established by Management now or in the future. I understand that if I am found to have an unregistered pet in my Apartment prior to completing any of the aforementioned steps, I am responsible for paying a \$450.00 pet fine, which is due in addition to all other deposits, fees and pet rent—failure to pay the fine within 10 days after written notice from Landlord or Manager is a default.

I do have a pet at this time. My pet’s information is listed below. If I acquire a replacement pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges for an additional pet, complete a new Pet Agreement, and adhere to all pet policies established by Management now or in the future.

Pet is a:
Name:
Breed:
Weight:
Color:

1. All pet must wear an identification tag at all times.
2. All pet must be licensed and inoculated in accordance with local law.
3. Pet out of doors must be on leash and under Pet Owner’s supervision at all times. Pet Owner must walk the pet in designated pet areas only and must immediately dispose of waste in a sanitary manner. If Pet Owner does not dispose of waste, a \$_____ fee per incident will be charged to Pet Owner. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
4. Pet may not be tied up or left unattended on patios, balconies or any other areas outside of the Apartment.
5. Pet may not disturb other residents or damage or destroy our property. Pet Owner agrees to be financially responsible for repairing or replacing any damage caused by pet. If needed, the cost of carpet and/or vinyl replacement will be charged to Pet Owner. If a pet is disturbing other residents or pets or if pet damages property, Pet Owner will permanently remove pet from Apartment Community within 10 days upon request of Management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pet Owner agrees to assume full responsibility, financial and otherwise, for any injury caused by his/her pet to any person.
7. Pet may not exceed 25 pounds in weight at full maturity, unless otherwise agreed to in writing by Management. Consult Management for other restrictions.
8. Only 1 pet(s) (either cat or dog) will be allowed per Apartment. Cats must be de-clawed and, if male, neutered.
9. Periodic apartment inspections will be made to determine the condition of Pet Owner’s Apartment, with regards to your pet.
10. In the event that pet moves from the Apartment Community or becomes deceased, Pet Owner may not replace pet without consent from Management.
11. This Pet Agreement pertains only to the pet listed on this Pet Agreement, as approved by Management.
12. This Pet Agreement is valid only during the current Lease Term and can be discontinued at the Ending Date of the Lease if deemed necessary or desirable by Management.
13. Pet Owner agrees and understands that a \$_____ pet fee is due upon signing this Pet Agreement. This pet fee does not cover damages, will not be applied toward any damages, and is non-refundable.
14. A refundable Pet Deposit of \$_____ will be submitted by Pet Owner to Management. The Pet Deposit will be refunded after Pet Owner moves out or after the Ending Date of the Lease Term (whichever is later), if no damages to Pet Owner’s apartment or the Apartment Community are assessed to the Pet Owner.
15. An additional Monthly Pet Rent in the amount of \$_____ will be assessed and paid by Pet Owner with Rent subject to the terms of Section 1 of the Lease. Pet Rent may be adjusted at the beginning of every Lease Term. Failure to pay Pet Rent timely is a default under the Lease.
16. Pet Owner’s payment of the pet charges, the Pet Deposit and the Monthly Pet Rent shall not act to limit Pet Owner’s liability under this Addendum.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





INFESTATION ADDENDUM

Apartment Community: The Pointe at Berkeley

Resident: _____

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

- a. Timely Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Apartment or Apartment Community. You must follow all directions from us or our agents to clean and treat the apartment and building that infested. Follow-up treatments or inspections may be necessary.
- b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Apartment, including without limitation the closets, in a clean and orderly state at all times.
- c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
- d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if we ask you to do so.
- e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
- f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
- g. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. You may have to be relocated to another apartment, to another comparable facility, or to temporary reasonable housing.
- h. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Apartment, you cannot stop payment of or reduce Rent.

We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation, and you agree for yourself and all other parties to release and indemnify us in accordance with Section 15 of this Lease. You understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Infestation Addendum.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards

Apartment Community: The Pointe at Berkeley

Resident: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

Known lead-based paint and/or lead-based hazards are present in the housing (explain).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Resident's Acknowledgment (initial)

_____ Resident has received copies of all information listed above.

_____ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

Management's Acknowledgment (initial)

_____ Management has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. Part 35, subpart A.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____





SOUTH CAROLINA ADDENDUM

(Revised 12/23/2009)

Apartment Community: The Pointe at Berkeley

Resident: _____

This is an addendum to the Lease and controls in the event of a conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

1. MEGAN’S LAW DISCLAIMER. We have not made any investigation or inquiry under Megan’s Law (Sex Offender Registration Law), and you agree to make such inquiry or investigation as you deem necessary. By signing this addendum, you acknowledge that any information disclosed under Megan’s Law may not be used with respect to the provision of housing or accommodations. By the acceptance of this Lease, you release us and Management of any obligation or responsibility to obtain or to disclose such information to you. The South Carolina Law Enforcement Division keeps a current central South Carolina Sex Offender Registry, which is available on the Internet at <http://services.sled.sc.gov/sor/>.

2. SOUTH CAROLINA RESIDENTIAL LANDLORD AND TENANT ACT. In addition to your rights and obligations under the Lease, you may have additional rights and obligations under the South Carolina Residential Landlord and Tenant Act (the “Act”).

3. SECTION 1(c). The first sentence of Section 1(c) of the Lease is hereby deleted and replaced with the following:

If Rent is unpaid when due and you fail to pay Rent within five days from the date due, we may terminate the Lease provided we have given you written notice of nonpayment and our intention to terminate the Lease if the Rent is not paid within such period. Our written notice requirement is satisfied by the following being stated in this addendum:

IF YOU DO NOT PAY YOUR RENT ON TIME, THIS STATEMENT IS YOUR NOTICE OF LATE PAYMENT. IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, WE CAN BEGIN EVICTION PROCEEDINGS AGAINST YOU WITHOUT THE NEED TO PROVIDE YOU WITH ADDITIONAL NOTICE OR OPPORTUNITY TO CURE. YOU WILL RECEIVE NO OTHER LATE PAYMENT NOTICE AS LONG AS YOU LIVE IN THE PREMISES.

The remainder of Section 1(c) of the Lease shall remain in full force and effect.

4. SECTION 9. Section 9 of the Lease is deleted in its entirety as your rights and obligations are controlled by the Act.

Management, as Agent for Landlord

Date

Resident

Date

Resident Initials: _____

