

LEASE AGREEMENT

BASIC TERMS:

Date: \_\_\_\_\_  
Apartment Community: The Province Louisville  
Resident: \_\_\_\_\_ (you” or “your”)  
Landlord (Owner): Louisville Properties I, LLC (“us”, “we” or “our”)  
Landlord’s Address: c/o Manager, Attention: General Manager 600 Ruggles Place, Louisville, KY 40208  
Manager: ACC OP Management LLC  
Premises: A ☐ shared ☐ private bedroom (“Bedroom”) accommodation in a \_\_\_\_\_ bedroom, \_\_\_\_\_ bathroom apartment (“Apartment”), within an apartment building (“Building”) within the Apartment Community, as more specifically described in Paragraph 1a below.  
Unit Type: \_\_\_\_\_  
Lease Term: Starting Date of Lease Term: \_\_\_\_\_ Ending Date of Lease Term: \_\_\_\_\_  
Rent: Base Rent: Your total Base Rent for the Lease Term is \$ \_\_\_\_\_ (you must also pay additional charges as identified in this Lease and applicable sales taxes).  
Deposits and Fees: In addition to paying Base Rent, you agree to pay us the following Deposits and fees:  
Security Deposit: \$ \_\_\_\_\_ (see Paragraph 4 below)  
Application Fee: \$ \_\_\_\_\_ (the Application Fee is nonrefundable for any reason)

The Base Rent, and any additional fees or charges payable by you under this Lease are together referred to as “Rent”. Base Rent and the additional fees or charges payable in installments for the Lease Term is \$ \_\_\_\_\_ and is payable in \_\_\_\_\_ installments, without offset or deduction, and you agree to pay such Rent as follows:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____
\$ _____	_____	\$ _____	_____

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

- Exhibits attached to this Lease:
- Exhibit A Apartment Community Rules and Regulations
  - Exhibit B Safety Guidelines
  - Exhibit C Pet Addendum (if applicable)

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

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

LANDLORD:

Louisville Properties I, LLC

By: ACC OP Management LLC

By: \_\_\_\_\_  
Signature

RESIDENT:

By: \_\_\_\_\_  
Signature

ADDITIONAL TERMS AND PROVISIONS AND EXHIBITS FOLLOW THIS PAGE

## ADDITIONAL TERMS AND PROVISIONS:

### 1. PREMISES.

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

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

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

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

#### b. Occupants. Only you can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent but, the giving of our consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

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 unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever unless you are paying rent for the room. If we discover that you are using a room in your apartment that should be vacant, we have the right to charge an amount equal to 30 days rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the residents of the apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room.

Resident agrees that he/she shall occupy the Premises in a lawful and orderly manner, so as not to disturb the quiet enjoyment of the Premises by neighboring tenants. Further, resident agrees to display common courtesy and polite behavior in all discussions with the Landlord and its staff.

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

#### c. Condition on Starting Date. An Inventory And Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Inventory And Condition Form by the end of the day following the day on which you move in, **you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

#### d. Maintenance, Alterations and Repairs.

- i. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. 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 sheet rock 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 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we

send you an invoice. You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

- ii. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must give us written notice thereof.**

- iii. iii. Emergency Repair Notification: Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.

Non-Emergency Repair Notification: You must notify us promptly in writing at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the premises in good working order or prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- v. **Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, vandalism, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of Manager.** We urge you to obtain your own insurance for losses due to such causes.

**e. Mold Provisions and Pest Control**

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

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

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

- ii. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, Resident must do the following:

- a. *Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.*
  - b. *Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow property rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of Resident's dwelling dry out.*
  - c. *Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Lease to repair or remedy the situation, as necessary.*
- iii. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
- i. *rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;*
  - ii. *overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;*
  - iii. *leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;*
  - iv. *washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;*
  - v. *leaks from clothes drying discharge vents (which can put lots of moisture into the air); and*
  - vi. *insufficient drying of carpets, carpet pads, shower walls and bathroom floors.*
- iv. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.
- Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.
- DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify Manager in writing.
- v. COMPLIANCE. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact Manager.
- vi. If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager can't fix problems in your dwelling unless it knows about them.
- vii. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
- viii. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
- Resident agrees to keep the premises in clean and sanitary condition at all times and further agrees not to introduce any furniture or textiles from unknown sources into the apartment.
  - Resident agrees to cooperate with Manager with timely access to the resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.

- Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
- Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by landlord.
- Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence.

f. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property without our being liable to you.

2. **LEASE TERM.** This Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the term or reduce or limit your liability), but you may not occupy your Premises until this Lease and other required documents have been fully signed by all parties.

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

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. The new applicant must be approved by the Manager and if the new applicant is of a different gender than the others in the apartment all occupants and guarantors must approve in writing of coed living arrangements. Your obligations will be terminated under this lease contract once the new applicant has been approved, moved in and paid the first month's rent. Should your request to transfer your rights under this Lease be approved, you also have to pay us a reletting charge equal to \$250.00, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The Reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us. If Resident relets their lease, it is required to give Management a minimum of 5 business days prior to the incoming tenant's lease start date to make the premises available. The current lease holder is responsible for rent and utilities until the new Resident has been approved, moved in, and paid the first month's rent.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will owe us an extra fee in the amount of \$75.00 for any portion of each subsequent 24 hour period that you occupy the Premises beyond your Ending Date (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover; provided, however, that the amount of such extra fee shall not exceed the greater of (a) three months' periodic rent or (b) three times the actual damages sustained by Landlord as a result of your holdover.

3. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All checks should be made payable to Landlord. The Rent is payable at the Manager's office at the Manager's Address (or at such other place as we may notify you in writing). **Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** At our option, we can require that rent, fees or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid in either certified or cashier's check or money order. **Cash will not be accepted.**

- Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Manager on or after the sixth (6th) day of the month, and Manager will charge you (and you agree to pay) an initial late charge of \$50.00 on the sixth (6th) day of the month; in addition, if Rent remains unpaid on the seventh (7th) day of the month, Manager will charge you (and you agree to pay) an additional late charge of \$5.00 per day each additional day rent remains unpaid not to exceed \$150 in total late fees per month. You also agree to pay \$40.00 for each returned check (plus any fees charged to us by our bank) plus the above late charges until we receive acceptable payment.
- At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.
- While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In

addition, Landlord's acceptance of any check marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.

- d. You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease as Exhibit A. Additional policies, regulations and fines may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.
- e. Tenant is responsible for any cost incurred by the Landlord in effort to collect delinquent balances due to Tenants failure to pay; including attorney's fees and collection agency fees.

4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security for all of your obligations under this Lease. **The Security Deposit will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within 3 days after written demand by Manager, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit for any of your unpaid obligations. **You agree that we have 30 days after the later of (a) expiration or termination of this Lease, (b) surrender and acceptance of the Premises and (c) our receipt of written notice from you of your surrender of the Premises, to return any unused portion of the Security Deposit to you.** Along with that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. Notwithstanding the foregoing, we are not obligated to return your security deposit or give you a written description of damages and charges until you give us a written statement of your forwarding address for the purpose of refunding the Security Deposit. If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new owner for return of the Security Deposit. Your Security Deposit will be maintained in a segregated account with Bank of America under Account No. 488014648672.

Damages beyond normal wear due to customary use of the apartment will be paid by the tenant. At termination of this lease, all personal items, trash, and refuse must be removed by you. An additional cleaning charge will be assessed if any personal items are left in the apartment.

5. **BASIC UTILITIES.** We agree to furnish water, sewer, trash removal from designated collection points and basic cable television and internet for the Apartment at the Owner's expense, but you and the other residents of the Apartment must separately provide required deposits and pay for all utilities, city services, city fees, and 911 calls. If you want additional cable channels or additional Internet connections, they will be at your expense and you must contact the appropriate utility service provider. We are not responsible or liable for your use of the Internet or any utility. We are not responsible for any discomfort, inconvenience or damage of any kind caused by interruption or failure of any of these services. No abatement or adjustment of rent will be made for any failure of utility services. All utilities may be used only for normal household purposes and must not be wasted. All utilities payable by you must be placed in your name or the name of another resident within 24 hours of your receipt of the key to the Apartment.

**ELECTRICITY.** The Apartment is separately metered for electricity and you and the other residents of the Apartment will only be billed for electricity charges which exceed \$50.00 per month, per resident for a studio or 1 bedroom apartment, \$30.00 per month, per resident for a 2 bedroom apartment, \$25.00 per month, per resident for a 3 bedroom apartment, \$25.00 per month, per resident for a 4 bedroom apartment. To the extent that the monthly electricity charges for the Apartment exceed this basic usage, the amount of such excess will be billed, in equal shares, to each resident of the Apartment. This excess billing shall be deemed additional rent and shall be payable with and in addition to the next installment of base rent due.

**REIMBURSEMENT OF LANDLORD.** If at any time we use an outside vendor to provide utility billing services, we have the right to charge you up to \$30 per year for such services, and such amount will be payable by you to us as additional Rent. If it is necessary for us to pay any costs or repairs due to your failure to pay; failure to activate any utility under your name; or if you disconnect any utility before the lease end date; then you will reimburse us for such amount plus \$50.00 (for administrative costs) and the total amount is payable by you to us as additional Rent. You are responsible to pay for all utilities during the lease term even if you move out prior to the ending date.

6. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMON AREAS, THE**

**APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

**YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.**

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

**7. DEFAULT AND REMEDIES.** You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
- b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, any apartment or amenity rules, or fire, health or criminal laws, regulations, and codes, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis or are disconnected or shut-off;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for 7 consecutive days while unpaid Rent is due and payable;
- e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the lease document was tampered with or modified in any way without consent of Landlord;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You create a nuisance or disturbance within the Apartment or the Apartment Community; or
- i. You fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Rules and Regulations.

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

- a. Collect any fine imposed by the Rules and Regulations;
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, without terminating the Lease or your monetary obligations for the Premises by giving you written notice providing 7 days for you to vacate the Premises; (Tenant-Landlord Act, Kentucky (KRS.383Et.Seq.)
- d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 7 days (Tenant-Landlord Act, Kentucky (KRS.383Et.Seq.) for you to leave; and/or
- f. Report all violations to credit reporting agencies.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing. In the event that we are terminating this lease and your right to occupy due to non-payment of rent, we will not accept any partial payment of the amount outstanding.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

8. **LANDLORD'S RIGHT TO ENTER.** In the event of an emergency, if any resident of the Apartment has placed a work order with Manager, or if it is otherwise impractical to provide any required notice, both we and the Manager, and our respective agents, employees, repairers, services and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. The entry can be gained by use of a pass key 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 caused thereby). With two (2) day prior notice to you, we and/or the Manager can also enter the Premises to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents or to perform maintenance or pest control.
9. **FIRE OR OTHER CASUALTY.** If in our judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction we may provide temporary housing within the Premises or within a reasonable distance of the Premises and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or other casualty.
10. **SUBORDINATION.** The lien of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a tenant under this Lease. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules and policies are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice for 30 days on a bulletin board or other area that we designate for notices to residents or by written notice to you.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease 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 Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new owner of the Apartment Community a copy of this Lease and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection therewith.
13. **RESIDENT INFORMATION.** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.
14. **LIABILITY OF RESIDENTS.** Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease. You are not liable for any of your fellow resident's obligations as to their bedroom or their rent payable to us. Your bedroom has been assigned to you by the Landlord. **If you fail to move into the correct bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We will not rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Residents are responsible for any damage/violations caused by their guests. You will be charged a \$50.00 administrative Fee if you do not move into the bedroom/bathroom to which you were assigned.**
15. **LIABILITY OF LANDLORD.** If we violate this Lease, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us 14 days to cure it.
16. **SAFETY.** WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. **None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that Manager and we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. Manager and we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the premises are not a security building and that you do not hold Manager or us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
17. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of obligations on us. All Lease obligations are to be performed in the county where the Apartment Community is located. Unless this Lease clearly



states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.

18. **MANAGER/NOTICES.** Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease. Any notices you need to send to us under this Lease (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease must be delivered by personal delivery or certified mail, return receipt requested and will be considered delivered and received upon actual receipt. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: c/o American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Senior Vice President of Management Services. Unless this Lease or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given electronically and/or via text message, subject to our rules.

19. **MODEL DISCLAIMER.** The model apartment unit (located at the leasing office or within the Apartment Community), including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture and window treatments, shown to Resident is intended to be representative of the general quality, quantity and type of construction and materials which Owner intends to use in the apartment unit to be leased to Resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the apartment unit to be leased to Resident may vary. The actual apartment to be leased may vary in approximate size, square footage, and layout. Resident acknowledges that the actual apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths leased by resident.

20. **QUALIFICATION GUIDELINES** You will provide information so we may verify that you have secured full time, permanent employment with a monthly income of at least 3 (three) times the amount of rent as outlined on the first page of this lease agreement. You must have held that employment for at least one year prior to your application date. We must be able to verify that you have a satisfactory credit history and a satisfactory rental history.  
Or

**You will obtain a Guarantor that meets or exceeds the above stated guidelines.**

Applicants and Guarantors are required to provide a valid Social Security Number. International applicants and guarantors without a Social Security Number may qualify for residency by providing a copy of their passport or other government issued photo identification, and paying the final rental installment on the contract prior to move-in.

By signing this lease you promise to provide the required information within 10 days of the day you sign this lease or before the lease begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the option, but not the obligation to declare this lease in default and market the room (s) you have contracted as described on the front page of this agreement to others. You will be responsible for the cost to market the room (s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.

21. **ROOMMATE ASSIGNMENTS.** Roommate assignments are offered as a convenience to you, and neither Owner nor Management assumes any liability for claims relating in any way to roommate assignments. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT MANAGEMENT DOES A ROUTINE RENTAL APPLICATION SCREEN, WHICH MAY NOT CONSTITUTE A FULL CRIMINAL BACKGROUND CHECK. MANAGEMENT DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS RESIDENTS (BEYOND WHAT IS CONTAINED IN THE RENTAL APPLICATION) OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS RESIDENTS. NEITHER OWNER NOR MANAGEMENT MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF ROOMMATES OR THEIR COMPATIBILITY WITH OTHER ROOMMATES.

YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL OWNER OR MANAGEMENT BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE ROOMMATE ASSIGNMENT SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR RESIDENCY WITH OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT OWNER AND MANAGEMENT MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL OR PERSONAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO YOUR ROOMMATES.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

### APARTMENT COMMUNITY RULES AND REGULATIONS

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

#### USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents cannot paint or wallpaper any of the walls in the apartment. If violation occurs this will result in fines and charges to repaint.
3. Balcony areas are to be kept in a clean and orderly manner. Balconies are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Furniture provided by the apartment community may not be stored on balconies. Objects such as bicycles and coolers may not be stored on balconies. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Community. If a violation occurs this will result in fines. Only patio furniture may be kept on balconies. No one is allowed to throw any objects from patios, balconies, windows or garage areas. Kegs are not permitted anywhere on premises including balconies, patios, or garage areas.
4. All light bulbs and tubes must be operational at all times during the duration of the lease term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
5. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
7. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
8. Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be fined for after hour lock outs. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the lease contract on the ending date of the Lease or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
9. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other residents.
10. If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
11. You must dispose of all trash in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Landlord will impose a reasonable fine for violation of this provision as well as for any littering by Resident or Resident's guests.
12. Resident must keep all utilities to the Premises active through the end of the lease term regardless if you choose to vacate the Premises before the Lease Ending Date; you cannot turn off your utilities if you leave,

even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.

13. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. The following rules shall apply to a violation of this policy:
  - a. First violation: A written warning will be issued to the Resident specifying the complaint, a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
  - b. Second violation: Landlord will declare the Resident to be in default under the Lease and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Resident will be charged a second violation charge in the amount of \$500.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers are permitted on the Premises, which are larger than one gallon. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.

#### INTERNET

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

#### GUESTS/DELIVERIES

Resident must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one month. If your guest has exceeded 3 consecutive days and/or 3 times in one month, you will receive a warning asking for your guest to be gone within a 24 hour period. If the situation is not remedied, you will be in violation of your lease which could result in default of the lease contract. If we accept packages for resident it is only as a service and we are not responsible for their packages or deliveries. If packages or deliveries have not been picked up within 30 days of delivery Landlord may return to sender.

#### COMMON AREAS

Use of common areas within the Apartment Community shall be governed by the rules and regulations posted in the common areas and shall be at the risk of Resident and Resident's family and guests. Resident and Residents guests must comply with all posted rules and regulations for common areas and amenities. **No guest shall be permitted at the clubhouse facilities or amenities unless the Resident is also present.** No persons under the age of sixteen (16) will be allowed in any recreational area at ANY time, unless accompanied by an adult age seventeen (17) and older. **Resident does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by Resident and Resident's family and/or guests in their use and enjoyment of the common areas or other provided facilities and amenities.** Glass containers pose a serious risk of injury and are **PROHIBITED** anywhere on the Common Areas of the Apartment Community.

#### FIRE SAFETY/SAFETY

1. **DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.**
2. All grills (gas, charcoal, electric) and smokers are prohibited within the apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
3. You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

4. Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
5. The intentional sounding of any smoke alarm or any safety devices is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
6. Immediately call 911 in the event of a fire or life-threatening emergency.
7. Candles or any other burning or smoking devices are not permitted within the apartment. This includes hookahs, shishas, and all other smoking devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your apartment and the Apartment Community, smoking is prohibited in clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
8. Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
9. Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
10. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
11. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the premises.
12. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU.** If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
13. Violations of these policies may result in fines or charges to repair damages caused by the violations from the Fire Marshall and from manager. Multiple violations may result in double fines.
14. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices not otherwise permitted in your lease are recognized as potential fire hazards and are prohibited from being used and/or stored in the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

#### **RENTAL INSURANCE**

You are responsible for obtaining your own property, causality and liability insurance. All property kept or stored on the premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by your insurance carrier. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.**

1. You acknowledge that Owner/Manager have no responsibility for any damage or loss to Resident's personal property.
2. **By initialing below I understand the following:**
  - a. I understand that if I currently carry Renter's Insurance proof of my policy will be given to the Owner/Management prior to Move-in.
  - b. I understand that if I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting, proof of my policy will be given to the Owner/Management prior to Move-in.
  - c. I understand that if I do not have a Renter's Insurance policy and do not plan to obtain a policy during my lease term that the Owner/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause.

i \_\_\_\_\_

#### **VEHICLES/PARKING**

1. Vehicles in use in the Apartment Community may not exceed a speed of 5 miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by management. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner.
4. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.

5. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.
6. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
7. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner of the vehicle.
8. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or bedroom(s).
10. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:
  - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
  - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
  - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.
  - d. The vehicle or motorcycle is parked in an apartment or apartment building.
  - e. Any other violation of the foregoing rules and regulations exist.

#### **OTHER RULES AND REGULATIONS/PROHIBITIONS**

1. **Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents. Management reserves the right at any time to fine, contact guarantors, or declare you in violation of the Lease due to excessive noise and disturbances.** The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
3. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.
4. No gathering, unless sponsored by Owner or Manager, may exceed 10 persons.
5. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
6. **Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in closets having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declare you in default of your lease for any of the above mentioned violations.**

## SERVICE REQUESTS

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

## MODIFICATION OF RULES AND REGULATIONS

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

## SECURITY ACKNOWLEDGMENT AND RELEASE.

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

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

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

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

## NOTICE ACKNOWLEDGEMENT AND RELEASE

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

## MEDIA AND MARKETING ACTIVITIES

You consent to our use of photographs of you take at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

Landlord uses email and text messaging as a method of communication with its residents. By signing this Exhibit, Resident gives Landlord permission to email and text message information as it relates to the Apartment Community and Premises. You will receive email and text messaging directly from the Landlord, no spam or external advertising will occur. Message and data rates apply and no premium messaging will be incurred. To opt out of text messages, reply as directed.

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

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LEASE AGREEMENT (the “Lease”) EXECUTED BY LOUISVILLE PROPERTIES I, LLC (“Landlord”) and (“Resident”), A COPY OF WHICH LEASE IS ATTACHED HERETO.

1.

**UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications or amendments to the Lease or extensions, renewals, or apartment reassignment of or during the Lease Term shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions.
2.

**NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3.

**DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4.

**ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.
5.

**MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty.

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

GUARANTOR:

Name

Employer

Home Address – Street Address

Employer Address – Street Address

Home Address – City, State, Zip

Employer Address – City, State, Zip

Cell Phone

Home Phone

Employer Telephone

E-Mail Address

SSN

Signature

Date