

RESIDENT LEASE AGREEMENT

This Resident Lease Agreement (this "Lease", which term shall include this document, the State Addendum attached to this document and all other applicable addenda referred to in this document or executed by the Resident identified herein) is made and entered into on this _____ day of _____, _____ by and between Sterling University _____ Apartments (the "Owner") and _____ ("Resident"). References to the attached State Addendum are meant to assist the parties; however, there may be additional provisions in the attached State Addendum not referenced herein. The State Addendum should be read carefully. In the event there is a conflict between the provisions of this document and the provisions of the State Addendum, the provisions of the State Addendum shall control. For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Premises.** Owner hereby leases to Resident and Resident hereby leases from Owner certain space consisting of space _____ (the "Exclusive Space") in Apartment No. _____ (the "Unit") at Sterling University _____ Apartments located at _____. The Exclusive Space is more particularly identified on the floor plan attached hereto as Exhibit "A", which Exclusive Space shall be the exclusive space of Resident to occupy. Further, there is also leased hereunder within the Unit the areas not exclusively leased to other persons residing in the Unit (the "Common Area"). The Exclusive Space together with the Common Area shall be referred to as the "Premises". In the event the Exclusive Space or the Unit is not assigned to Resident as of the date Resident executes this Lease, Resident acknowledges that the blanks next to these terms will be filled in at a later date in accordance with this provision. Resident represents that Resident will sign a new or modified lease upon Owner's request, upon the same terms stated herein which identifies the Exclusive Space and Unit. In the event Resident fails to sign a new or modified lease as provided herein, Resident agrees that Owner shall have the right to identify such Exclusive Space and Unit in a new or modified lease and that such designation shall be incorporated in this Lease as if Resident has signed this Lease identifying such Exclusive Space and Unit.

2. **Roommates.** The persons occupying the other exclusive spaces within the Unit (collectively referred to as the "Roommates") will also be allowed to reside in the Unit. Resident acknowledges that OWNER HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS LEASE WITHOUT NOTICE and that Resident's right to occupy the Common Area is only as a co-occupant with the Roommates, all of whom have executed separate Resident Lease Agreements with Owner to occupy their exclusive spaces and the Common Area of the Unit. Resident acknowledges that whether or not the Roommates have been selected by Resident or by the Owner, the Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

3. **Term.** The term of this Lease shall begin _____, _____ and end at noon on _____, _____. Resident shall be obligated to move out of the Premises and the Unit at the expiration of the term of this Lease unless, prior to the expiration of the term of this Lease, Resident and Owner have executed another lease with a term commencing after the termination of this Lease. *(See attached State Addendum for additional provisions).*

4. **Rent and other Charges.** Resident shall pay a total rental amount under this Lease of \$ _____ as Rent during the term of this Lease. Resident's payment of the total amount of rent shall be in _____ equal installments, to be paid as indicated below, each such installment consisting of the following:

- | | | |
|-------|--|----------|
| (i) | Base Fee: | \$ _____ |
| (ii) | Furniture Fee: (for furniture listed on the attached Furniture Addendum) | \$ _____ |
| (iii) | Other Fees: (_____) | \$ _____ |
| (iv) | Other Fees: (_____) | \$ _____ |
| | Amount of each Rent Installment: | \$ _____ |

The term "Base Fee" includes (check if applicable):

- | | |
|--|------------------------------------|
| <input type="checkbox"/> basic cable service | <input type="checkbox"/> gas |
| <input type="checkbox"/> intrusion alarm | <input type="checkbox"/> sewer |
| <input type="checkbox"/> water | <input type="checkbox"/> trash |
| <input type="checkbox"/> internet service | <input type="checkbox"/> furniture |
| <input type="checkbox"/> electricity | |

The first installment of Rent shall be paid by Resident at the commencement of the term of this Lease and the remaining installments of Rent shall be paid by Resident, on or before the first day of each subsequent calendar month until all installments of Rent have been paid without a grace period in advance and without demand or offset to Owner's representative at the property's management office or such other place as Owner shall designate.

The total amount indicated above shall be deemed "Rent" for the Premises. In addition to Rent, Resident shall pay a one-time non-refundable administration fee (to help offset administrative costs such as preparing necessary paperwork and setting up a file for Resident) of \$ _____ upon the execution of this Lease.

Unless otherwise provided by applicable state statute, Resident's obligation to pay Rent is an independent covenant and not conditional upon the performance by Owner or Owner's responsibilities under this Lease. Unless otherwise provided by law, Rent may not be withheld for any reason. Unless otherwise required by applicable law, Resident shall make rental payments by check, money order or other traceable or negotiable instrument, as determined by Owner; no cash will be accepted. Owner shall have the right, but not the obligation, to require Resident to pay Rent only by cashier's check or money order in the event that Resident pays Rent after the 10th day of the month. Resident acknowledges that the Rent shall be deemed to be the monthly obligation of Resident and that, in the event any such charges are due under this Lease by Resident, any amount paid to the Owner shall be applied to such other charges before applying amounts paid to the Rent. (See attached State Addendum for additional provisions).

5. (See attached State Addendum for additional provisions)

6. **Deposit.** As security for the performance of this Lease by Resident, Resident agrees to deposit with Owner the sum of \$ _____ (the "Security Deposit"). Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Premises and Unit or to furniture, furnishings, equipment or appliances, if any, in the Premises and Unit, Resident agrees, after notice, to deposit such additional amounts as may be required to restore the Security Deposit to the original amount. When the Unit (including the Premises) is vacated and Resident has turned in all keys for the Premises and Unit and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any Rent, other amounts due under this Lease or any reasonable charges for cleaning and damages to the Premises and Unit (beyond reasonable wear and tear), PROVIDED RESIDENT VACATES THE UNIT (INCLUDING THE PREMISES) ON OR BEFORE THE EXPIRATION OF THE TERM OF THIS LEASE AND PROVIDED FURTHER THAT RESIDENT HAS FULFILLED ALL OF THE PROVISIONS OF THIS LEASE, INCLUDING THE COVENANT TO OCCUPY THE UNIT (INCLUDING THE PREMISES) AND PAY RENT FOR THE FULL TERM OF THIS LEASE. Notwithstanding any other provision in this Lease, Resident may not withhold payment of any portion of the last month's Rent on grounds that the Security Deposit is security for unpaid Rent.

7. **Notices.** Notice for any reason under this Lease shall be proper if given by any method allowed by applicable law or, to the extent allowed by law, by first class mail, certified mail, return receipt requested, overnight delivery, telefax or by hand delivery to Resident at the address of the Unit. Unless otherwise provided by law, notice for all purposes, shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. To the extent allowed by applicable law, notices for entry into the Unit may be posted on the door of the Unit.

8. **Permitted Use.** Resident shall occupy the Premises and Unit during the term of this Lease and use the Premises and Unit solely for residential purposes. Resident represents that the Premises and Unit shall not be used for any purpose other than residential purposes. Only Resident and the Roommates shall be entitled to occupy the Unit. An overnight guest may not stay more than 3 consecutive nights and no more than 6 nights in any one month. Resident is not allowed to occupy or use or allow another person to occupy or use an empty bedroom within the Unit. Rent will be assessed to Resident if Owner or Owner's managing agent deem that an empty bedroom is occupied or used.

9. **Utilities and Services.** Resident shall pay for all utilities or services not included in the Rent, as itemized above including, but not limited to, additional cable service, telephone service, internet service, water and sewer service and electricity service. All utilities and services shall be used for ordinary household purposes only. Resident shall not allow any of the utilities to be cut off. To the fullest extent allowed by applicable law, in the event that Resident is required to pay for electricity service and the electricity service is either not placed in Resident's name or has been switched from Resident's name, Resident shall pay to Owner all electricity service which should have been paid for by Resident. Resident shall promptly advise Owner if Resident receives notice from any applicable authority that any of the utilities are to be disconnected. To the extent allowed by law, Resident hereby agrees that Owner may select the electricity service provider for the apartment community including the Premises. If the Apartments is in an area open to competition and the Unit is separately metered, Resident may choose or change Resident's retail electric provider at any time. If Resident qualifies, Resident's provider will be the same as the Owner's provider, unless Resident provides the Owner with written notice of Resident's intent to choose a different provider. Resident shall give Owner advance written notice of any change in providers and shall be responsible for paying all provider fees related to any change, including fees to change back to Owner's provider when Resident moved out of the Unit. Before moving out Resident shall notify Resident's provider so electric service can be transferred back into Owner's name and the meter can be timely read. Resident agrees to execute such documents as may be necessary to authorize Owner to select the electricity service provider for the apartment community including the Premises, upon request, but not later than 10 days after such request is made.

10. **Conduct of Resident.** Resident shall comply with all written rules and regulations furnished to Resident or posted in the common areas of the property with respect to Resident's conduct in, on, and around the property and the Unit (including the Premises). Resident agrees that Resident or Resident's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the apartment community; (iii) disturb or disrupt the business operations of the apartment community; (iv) engage in or threaten violence; (v) display, discharge, or possess a gun, knife or other weapon in a way that may alarm others; (vi) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit and Premises or anywhere else at the property; (vii) operate a business in the Unit and Premises or at the property; (viii) bring or store hazardous materials in the Unit and Premises or at the property; or (ix) be involved in or commit criminal activity, including being arrested for a criminal offense involving actual or potential physical harm to another person or involving possession, manufacture or delivery of a controlled substance, marijuana or drug

paraphernalia. Resident shall maintain and clean all patios, the Premises and other areas which are reserved for the Resident's private or semi-private use; garbage shall be disposed of only in appropriate receptacles. In the event that trash is not disposed of in appropriate receptacles, Owner shall have the right to assess Resident, and Resident shall be required to pay, a \$25 trash fee for each trash bag not placed in an appropriate receptacle. In addition to the foregoing, Resident shall be responsible for keeping the Unit and Premises in a good and clean condition, reasonable wear and tear excepted, and shall be liable for and shall pay all costs and expenses for damages to the Premises and Unit including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows, regardless whether such damages are caused by Resident or Resident's guests or the Roommates or Roommate's respective guests and regardless whether Resident has allowed a Roommate or another person to use or sleep in the Exclusive Space identified in this Lease. At any time during the term of this Lease, Owner shall have the right to inspect the Unit and the Premises to perform whatever cleaning services Owner deems appropriate. In the event that Resident fails to comply with Resident's obligation under this Lease to keep the Unit and the Premises in a good and clean condition, Owner may charge Resident any reasonable cleaning costs.

11. *(See Attached State Addendum for additional provisions).*

12. **Condition of Premises.** Resident acknowledges that Owner's ability to provide the Unit and Premises in a timely fashion will depend on the availability of the Premises and the Unit and that, even though the previous resident or roommates residing in the Premises or the Unit, respectively, may be scheduled to move out, such resident or roommates, as the case may be, may not move out in a timely fashion. If actual commencement of occupancy of the Unit or Premises is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner shall not be liable for damages by reason of such delay, but the rental will be abated per diem, and pro-rata, during the period of delay. Such delay will not affect any of the other terms of this Lease. If Resident does not move in once the Unit and Premises is ready, to the fullest extent allowed by applicable law, Owner may sue for damages (including attorneys' fees) and may forfeit any deposits or monies of Resident in possession of Owner.

A Move-In Inventory/Condition Form will be provided to Resident at the time that Resident moves into the Unit and Premises. Resident acknowledges that the Unit is not a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Unit will not be the same as the condition of any model unit which Resident may have previously toured. Resident acknowledges that unless Resident notifies Owner within 24 hours after Resident begins occupancy in the Unit and Premises of any problems with the Premises, the Unit or furniture, furnishings, equipment or appliances if any in the Premises and Unit, the Premises, the Unit and all furniture, furnishings, equipment or appliances if any contained with the Premises and the Unit are in good condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE PREMISES, THE UNIT OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, IN THE PREMISES AND THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

In the event that the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Premises or their respective guests is strictly prohibited.

Resident acknowledges that, at the commencement of Resident's occupancy of the Premises, Resident has inspected the Premises and has found the Premises to be free of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Premises or discoloration or staining in the sheetrock or any wood of the Premises, at any time during Resident's occupancy of the Premises, Resident shall immediately provide written notice to Owner of the any such condition. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Premises clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Premises and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Premises through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from your failure to maintain the Premises in accordance with this provision.

In the event that the Premises is damaged by fire or catastrophic damage or in the event that the Premises is affected by environmental issues and, in Owner's opinion, the Premises is either not habitable or that the maintenance and repair of the Premises will render the Premises uninhabitable, the Owner may, in the Owner's sole discretion, terminate this Lease upon giving notice to Resident. In the event of such termination, Resident shall vacate the Premises and remove all of Resident's personal belongings from the Premises and Rent will be prorated accordingly through the termination date.

13. **Default by Owner.** Owner agrees to abide by applicable state and local laws regarding repairs. Owner and Resident agree that, except for those conditions caused by the negligence of Owner, Resident has a duty to pay for the repair of the following conditions that may occur during the term of this Lease: (a) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Unit; (b) damage to doors, windows, or screens; and (c) damage from windows and doors left open; and (d) any other damages pursuant to this Lease.

14. **Default by Resident.** If Resident fails to pay Rent or other lawful charges when due or if Resident moves out of the Premises or the Unit prior to the expiration of the term of this Lease or if Resident gives false information on any application for rental, or if Resident, Roommates or their respective guests fail to comply with any other term, covenant or condition of this Lease or the rules of the property, Owner may pursue any rights or remedies provided by this Lease or applicable law. (See attached State Addendum for additional provisions). In addition to the foregoing, in the event Resident defaults under this Lease, to the fullest extent allowed by applicable law, Resident shall be liable for any court costs and reasonable attorney's fees incurred by Owner to enforce this Lease plus interest on all unpaid amounts at the maximum rate of legal interest from the due date until paid. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. Resident hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose. Unless otherwise provided by law or unless Owner agrees in writing, Resident shall have no right to be released from the obligations contained in this Lease, including a situation in which Resident fails to obtain a required signature of a guarantor on a Guaranty of Resident Obligations.

15. (See attached State Addendum for additional provisions).

16. **Verbal Representations.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Owner, such addendum shall be deemed to be a part of this Lease as well as any future Lease unless a similar addendum is signed by the parties which covers the subject matter of the previous addendum. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing.

17. **Entry.** Owner shall have the right to enter the Unit (including the Premises) for any reasonable business purpose in accordance with applicable law.

18. **Alterations.** Resident shall not make or permit to be made any alterations, additions or attachments to the Premises and Unit or any part thereof including, but not limited to, the balcony or overhang, or change or add any lock, without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by the Owner in writing. No holes or stickers are allowed inside or outside the Unit; however, a reasonable number of small nail holes from picture hanging are permitted. No water furniture, antennae, additional phone or tv cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by the Owner's prior written consent. The Resident shall not disable, disconnect, alter or remove the Owner's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Resident acknowledges that the Owner has no obligation to furnish light bulbs for fixtures furnished by the Owner; Resident shall be responsible for furnishing all light bulbs for such fixtures. When moving out, Resident shall surrender the Premises in the same condition as when received, reasonable wear and tear excepted.

19. **Parking.** Resident shall display the parking identification sticker provided by Owner at all times on the driver's side of the front windshield of Resident's vehicle (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the property. Resident shall comply with all parking rules and instructions posted by Owner. Neither Resident nor Roommates nor their respective guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas.

20. **Assignment and Subletting.** Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Unit and Premises to anyone without the Owner's prior written consent. In order to request assignment or subletting, Resident must submit such request in writing on Owner's form and no assignment or subletting will be approved unless the new resident and a guarantor, if applicable, is approved and signs all appropriate documents. Resident and Subleasee shall be responsible for paying a nonrefundable Sublease or Assignment Processing fee of up to \$350 paid to Owner with Resident's request for assignment or subletting; provided however Resident shall not be released from obligations under this Lease unless Owner expressly agrees in writing. Under no circumstances, unless required by law, shall Owner have any obligation to find or assist Resident in finding a Subleasee or Assignee.

21. **Transfers.** During Resident's current lease term, if Resident wants to transfer from one unit to another or from one exclusive space to another within the same unit, the transfer must be approved by the Owner's on-site manager (Resident can not be in violation of the Lease and must be approved). If Owner's on-site manager approves the transfer, Resident will need to sign a new lease, complete applicable paperwork, and pay a new security deposit. If this Lease has not yet expired, a Transfer Fee of up to \$150 will be required if the transfer is from unit to unit and a Transfer Fee of up to \$100 if the transfer is from one exclusive space to another within the same unit. Owner shall have the right to require Resident to transfer to another unit, upon 5 days notice, if Owner determines, in its sole discretion, that consolidation of resident space is warranted.

22. **Animals.** Animals (except for service animals) are prohibited in the apartment community unless the Owner, the Resident and all Roommates execute Owner's standard form animal addendum. Provided, however, animals over 30 pounds are not permitted and the following breeds of dogs are not permitted: Akita, Doberman Pincher, Rotweiler, Dalmatian, Pit Bull, Chow, Wolf Hybrid or Bull Mastiff. This restricted breed list is subject to change without notice. Fish which can remain in an aquarium no larger than 35 gallons are allowed; however, the following animals are not allowed: birds, parrots, toucans, hamsters, gerbils, snakes, frogs, spiders, ferrets or other exotic animals. Owner shall be

entitled, without waiving any other rights or remedies, to assess a charge of up to \$300 in the event Resident violates Owner's rules including, but not limited to, this provision or any other rules relating to animals in the Unit.

23. **Applicable Law.** This Lease shall be governed by the laws of the state in which the Unit is located; this Lease is performable and venue for any action shall be proper in the county in which the Unit is located.

24. **Addenda.** Resident acknowledges that all lease addenda are considered to be part of this Lease. Resident understands the addenda and agrees to comply with them. Resident represents that he/she has received and reviewed the lease addenda. These lease addenda include:

- | | |
|--|--|
| <input type="checkbox"/> State Addendum to Residential Lease Agreement | <input type="checkbox"/> Assignment of Lease Obligations |
| <input type="checkbox"/> Apartment & Community Guidelines | <input type="checkbox"/> Sublease |
| <input type="checkbox"/> Security | <input type="checkbox"/> Preleasing Preferences |
| <input type="checkbox"/> Estimated Damage Charges | <input type="checkbox"/> Carport |
| <input type="checkbox"/> Utility Responsibility | <input type="checkbox"/> Early Move-In |
| <input type="checkbox"/> Furniture | <input type="checkbox"/> Tanning Warning and Liability Statement |
| <input type="checkbox"/> Guaranty of Resident Obligations | <input type="checkbox"/> Shuttle Release |
| <input type="checkbox"/> Internet Service Agreement | <input type="checkbox"/> Summer Storage |
| <input type="checkbox"/> Internet Guidelines for Use | <input type="checkbox"/> Animal Addendum |
| <input type="checkbox"/> Satellite Dish Rules | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Move-In Inventory/Condition Form | |

25. **Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall not be affected thereby and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law.

26. **SPECIAL PROVISIONS:** _____

The terms of this Lease are agreed to and accepted by:

OWNER:

RESIDENT:

STERLING UNIVERSITY _____ APARTMENTS

Signature: _____

By: _____

Name Printed: _____

Name Printed: _____

Community Manager

