

ADDITIONAL TERMS AND CONDITIONS TO EXCLUSIVE BED SPACE ADDENDUM AND LEASE AMENDMENT

1. RENT

- A. You will pay to Landlord Base Rent for the Lease Term in the amount set forth in your Exclusive Bed Space Addendum. Base Rent and all incidental charges, fees, penalties or other amounts which may be due and payable from you to us under this Lease will together be referred to as "Rent." Rent is not be prorated for partial months. You understand that the full amount of Rent is due even though the Lease Term may be less than 365 days. All Rent and all other charges due shall be paid by personal check, cashier's check, certified funds, or money order to us. Rent is payable at the Apartment Community address listed above (or at such other place we may designate in writing to you). Except as expressly permitted by law, you may not withhold or offset any portion of 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 all money payable to us be paid by cashier's check, money order or personal check. However, we are not obligated to accept personal checks after Rent is late. Payments made after the fifth day of the month must be paid by cashier's check or money order. When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations. Rent is payable for the entire Lease Term, regardless of whether you vacate the Premises before the Ending Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents or poor health. The normal hours available to make payments in person are from 9 to 6 pm Monday through Friday and 1 to 5 pm Saturday, or at such other place or in such manner as we may from time to time designate. If available, a twenty-four hour, seven days a week rent payment drop box is available at the same location. We may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and we reserve the right to charge reasonable processing fees for such payment methods. We have the right to refuse partial payments and third party checks. Cash will not be accepted under any circumstances. If Resident elects to mail any payment, it is Resident's responsibility to ensure that payment is received in the management office by the due date.
- B. You will pay a full Monthly Installment of Rent before you move in to cover the part of Rent from the Starting Date through the last day of that month. Each following Monthly Installment of Rent will be due on or before the 1st day of each subsequent month during the Lease Term, in advance, and without us having to make demand for payment. However, we reserve the right to collect the last monthly installment of Rent before you move in.
- C. Regardless of whether it is a holiday or weekend, all monies due but not received on or before the 1st day of the month are considered late, and demand therefore can be anytime thereafter. If any portion of your monthly payment is not received by the end of the 3rd day of the month, you will be assessed an initial late fee of \$75. You also agree to pay \$35 charge for your first NSF or returned check and \$35 for each subsequent NSF or returned check. You acknowledge that either late payment of rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. Landlord and Resident agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Resident's late payment or attempted payment with a dishonored/NSF check. Landlord's right to collect a late fee shall not be deemed an extension of the due date of Rent. If you present two (2) dishonored/NSF checks to us, you are required to make any future amounts due to us by either cashier's check or money order. Cash will not be accepted under any circumstances.
- D. At our option, we can accept a full or partial payment of Rent in any form, except cash, but we do not waive any of our rights to collect and/or enforce any payment of any remaining amount which may be due,



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regardless of whether you have made any notations on any such method of payment and regardless of when the obligation came about. Additionally and without limitation, the acceptance of any Rent, at any time or in any form, shall not under any circumstances constitute a waiver of any of our rights and remedies available to us because of any non-monetary breach of this Lease by you.

- E. You are liable for all costs or charges associated with us providing special services to you or on your behalf and for all fees or fines as described in this Lease, all Addenda to this Lease and the Resident Handbook, all of which are hereby expressly incorporated into this Lease as if set forth in full herein.
- F. Rent may be increased due to the addition of any or all of the Additional Monthly Fees during the Lease term, or any other amendment to this Lease that requires a reoccurring monthly payment, which shall be treated as additional rent.
- G. At our option, and without notice to you, any money that we receive from you can first be applied to any outstanding charges (including but not limited to late fees, damage or repair charges, returned check fees, fines, utility overages, etc.) that you owe us and then to the current monthly installment of Rent, regardless of whether you have made any notations on any check or money order and regardless of when the obligation came about. If the payment you make does not cover the total charges outstanding, then you will immediately pay the difference, plus any applicable late fees.

2. DEPOSIT

Resident's deposit shall rollover from the original Lease term. No portion of the Security Deposit shall be deemed Rent for any rental month, unless Landlord so specifies or so elects, nor shall it constitute a measure of Landlord's damages in the event of default. No interest shall be paid on the Security Deposit unless required by local ordinance. Any deductions from the Security Deposit made by Landlord, other than for Rent or cleaning the Premises, shall be deemed to be for repair or damages caused by Resident or Resident's guests or invitees, which shall include damage to the Common Areas. If the Security Deposit is not sufficient for such purposes, Landlord may proceed with collection of the deficiency from Resident. Within twenty-one (21) days after Resident vacates the Premises, Landlord shall mail the Security Deposit, less deductions allowed by law, to the Resident's forwarding addresses as provided. Along with that return, Landlord will provide an itemized statement of any deductions that Landlord may have made from the Security Deposit.

3. LEASE TERM

The Lease Term starts on the Starting Date and ends on the Ending Date. If Landlord so elects in its sole and absolute discretion, you may be given an opportunity to renew this Lease and should you decline or fail to do so by a date decided by Landlord, this Lease automatically terminates on the Ending Date. You cannot occupy your Apartment Unit until we receive all Rent required to be paid before you move in and have completed and executed lease documents and the Guaranty, if required. If actual commencement of occupancy of the Apartment Unit is delayed, either by construction, repair, make ready, or holdover by prior resident, Landlord shall not be liable for damages by reason of such delay. Landlord has the right, but not the obligation, to relocate you to another Bedspace and/or Apartment, as the case may be, in the Apartment Community and you shall have no right to abate Rent. Landlord also has the right, but not the obligation, to provide temporary housing if it is available and Resident shall have no right to abate Rent. If we are unable to provide temporary housing, Rent will be abated pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Lease. If Resident does not move in once the Apartment Unit is ready, Resident shall be in breach of this Lease. If we cannot provide an Apartment Unit to you, or you are not relocated, within thirty (30) days of the Starting Date, then you will have the right to terminate this Lease by giving us written notice before we make the Apartment Unit available to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. Except as set forth in this Section, no other remedy is available to you and you waive your right to any other remedy.

If you move out before the Ending Date in breach of this Lease, you are responsible for all Rent which would have otherwise become due and owing to Landlord for the remainder of the Lease Term. This Lease does not include a buy-out clause or cancellation fee.





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If this Lease is not renewed prior to the expiration of this Lease Term, and the Resident executes a new lease with Landlord within thirty (30) days after the ending date, in addition to the Base Rent for the new Lease Term, Resident will be subject to a \$300.00 renewal and administration fee.

4. PREMISES DESCRIPTION

This Lease is between you and us. We agree to lease to you and you agree to lease from us, the "Premises." If "By the Bed" is indicated in the Summary of Lease Terms and you are leasing a Bedspace, which may be specifically identified or later assigned by Landlord, then the Premises is defined as including each of the following:

- A. Your assigned Bedspace(s);
- B. Together with the other co-resident of the Bedroom in which your assigned Bedspace(s) is located (there are two Bedspaces in a Bedroom and one or more Bedrooms in an Apartment), joint use of the Bedroom and Bathroom to which you are assigned in the Apartment;
- C. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedspace or Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
- D. Together with the other co-resident in your Bedroom, joint use of the furniture within the Bedroom (if provided by us), and your joint use of all appliances and furniture within the Common Areas of the Apartment. All apartments come fully furnished and there is no option for removal of furniture by Landlord. No furniture, appliances, or any other items provided by the Landlord shall be removed from the apartment at any time or for any non-emergency reason unless written authorization is provided by Landlord first.
- E. Your joint use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you. If the postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the mailbox, but assume no liability and you release us from liability for misdelivery, delays in delivery, failure of delivery or lost or damaged packages, envelopes or any other type of mail delivery. In addition, at the Ending Date, you will notify the U.S. Postal Service to forward your mail to such address as you may specify and postalforwarding.com. We have no obligation to forward your mail.

5. BEDSPACE AND UNIT ASSIGNMENT

- A. At our option, we may not assign a rental Bedspace at the time of the execution of this Lease. You expressly understand and agree that our failure to assign a rental Bedspace at the time of the execution of this Lease will not relieve you of your responsibilities under this Lease. You agree that this Lease will remain effective so long as we are able, on or before the Starting Date, to assign you a rental Bedspace similar to the Unit Type specified in this Lease. We have the right to assign a roommate to any unoccupied Bedspace in the Apartment before or during the Lease Term with or without notice. While we will not act arbitrarily, we have the right to relocate you from one Bedspace in the Apartment to another Bedspace, or even to another Apartment in the Apartment Community, upon fifteen (15) days' written notice to you. In the event of an ongoing maintenance or repair issue or emergency issue, as determined by Landlord in its sole discretion, Landlord may relocate Resident to another Apartment in the Apartment Community upon reasonable notice.
- B. If this Lease is signed by you, listing only the Unit Type and not an Apartment or Bedspace we may, at a time deemed appropriate by us, assign you an Apartment or Bedspace, as the case may be. You





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understand that if this Lease is signed by you listing only the Unit Type and not an Apartment or Bedspace that the Lease is subject to availability. We cannot guarantee the availability of the Unit Type you have leased.

- C. Resident acknowledges Landlord has the right to assign a Roommate to any vacant Bedspace in an Apartment before or during the Lease Term with or without notice. Resident acknowledges that reasonable cooperation and respect should be shared among Roommates and non-smoker rights shall prevail. Resident is solely responsible for getting along with Roommates, even if we placed you with the Roommates. Neither Landlord nor Manager shall be liable for any personal conflict between you and your Roommates, Roommates' guests, licensees, invitees, or with any other residents that may reside at the Community. Roommate assignments are offered as a convenience to you, and neither Landlord nor Manager assumes any liability for claims relating in any way to any roommate assignment. You are solely responsible for any interactions of any kind with your roommates and any other resident. Manager performs a routine rental application screen which may not constitute a complete criminal background check. Manager does not necessarily inquire into the backgrounds of all residents or attempt to verify the statements of its residents. **NEITHER LANDLORD NOR MANAGER 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 LANDLORD AND MANAGER 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 LANDLORD OR MANAGER 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 LANDLORD AND MANAGER MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE.**

6. USE/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 subject to the terms of this Lease. 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 Bedspace, we have the right, when any Bedspace within the Apartment is unoccupied, to place a new resident in the unoccupied Bedspace unless you and all other residents in the Apartment, or the Bedroom as the case may be, agree to pay us, as part of your respective Rent, the rent due and other charges due for such unoccupied Bedspace. You are not allowed to use any vacant Bedspace in your apartment for any purpose whatsoever unless you are paying rent for the Bedspace. If we discover that you are using a Bedspace 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 charged to the other leaseholder of the bedroom. Multiple violations will result in multiple charges both for prohibited use of the Bedspace and for refurbishment of the Bedspace.

7. GUARANTY





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Unless you meet Landlord's rental criteria as applicable at the time this Lease is signed, you are required to obtain a guarantor, who meets such criteria, to execute Landlord's guaranty form (the "Guaranty") provided to you, which Guaranty must be signed and returned to Manager by the earlier of: (1) fourteen (14) days after the date of this Lease; or (2) the Starting Date. At our option, we may terminate this Lease and your right to possession of the Premises if the Guaranty is not timely signed and returned to Manager. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this Lease; we still have the right to terminate the Lease at any time before we receive the fully executed Guaranty. Regardless of whether a Guaranty has been properly executed, you still have to pay us Rent otherwise due under the Lease and fulfil all the other Lease obligations. The Guaranty only secures your faithful performance under the Lease and is for our benefit only. If the person who signs the Guaranty (the "Guarantor") is unable to sign in the presence of our authorized employee or via electronic signature, then the person who signs must have their signature notarized, which requirement is for our benefit only and shall not affect the legal validity of Guaranty executed in another manner. **FURTHER, THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE LEASE, WHEN RESIDENT TRANSFERS TO A DIFFERENT APARTMENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE LEASE.**

8. MOVE-IN

A "Resident Move-In Form" will be provided to you at the time that you move into the Premises. By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition, and you will be responsible for defects or damages that may have occurred before you moved in if you fail to timely submit this form. **EXCEPT FOR DAMAGES AND DEFECTS INCLUDED ON YOUR "RESIDENT MOVE-IN FORM", YOU ACCEPT THE PREMISES, FIXTURES, APPLIANCES AND FURNITURE "AS IS" AND "WITH ALL FAULTS." LANDLORD MAKES NO EXPRESS WARRANTIES OF ANY NATURE OR KIND AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE FIXTURES, APPLIANCES, FURNITURE AND PREMISES.**

9. MOVE-OUT & PROPERTY LEFT IN PREMISES

- A. No move-out will release you from your remaining obligations under this Lease unless otherwise specified herein. When you leave, whether on, after or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition, normal wear and tear excepted. You must remove all trash and debris. You must follow any move-out instructions provided to you by us. If you do not or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed in the Resident Handbook or any move-out notice or such other reasonable charges to complete such cleaning, repair or replacement. You have the option to be present at the move-out inspection; if you are not, you agree to accept our assessment of damages and charges when we inspect.
- B. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us.
- C. Damage to your Bedspace and its furnishings are your sole responsibility; damage to the Bedroom and its furnishings and appliances are the joint and several responsibility of all residents of the Apartment; and damage to the Common Areas and its furnishings and appliances are the joint and several responsibility of all residents of the Apartment.
- D. All keys must be returned to us. If all keys are not returned to us, you must pay all costs to re-key the Premises.





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- E. If you move out permanently prior to the Ending Date, you are not released from liability under this Lease and we can apply your Security Deposit to your account. You will be responsible for monthly installments of Rent through the Ending Date.

10. HOLDOVER

If you still occupy the Premises past the Ending Date, you will be in violation of this Lease and will owe us \$300.00 plus the total Monthly Installment of Rent for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, which include, but are not limited to the following: (1) the damages of any contractor scheduled to perform work in the Premises; and (2) the damages of the person who could not move in because of your holdover.

11. ASSIGNMENT, SUBLETTING AND RELETTING

You cannot sublease any part of your Premises. You cannot assign any part of your Premises to another person without our prior written consent. Any attempted subletting (such as advertising or marketing the Premises as available for lease, subletting, or assignment) or any unapproved assignment by Resident shall, at the election of us, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law. If we agree to an assignment (or relet), you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignments will not be a waiver of our rights of consent in the future. In the event that you procure a new resident without our assistance, and we accept such new resident subject to our rental criteria, you will be liable for a reletting charge of five hundred dollars (\$500.00) or as otherwise set forth in the Resident Handbook. Additionally, you must complete a Relet and Release Acknowledgement form, and you must abide by all provisions contained in that form. The reletting charge is not a cancellation or buyout fee and does not release you from your obligations under this Lease, including your obligation to pay Rent. All relets must agree to take the Apartment Unit as is, in the condition it is/was vacated by you. Any security deposit on file will be credited to the new resident. In the event the relet at any time decides not to take possession of the originally assigned unit, a transfer fee, as identified in the Resident Handbook, will be applied and must be paid before a new unit is assigned.

12. APARTMENT COMMUNITY GUIDELINES

You must comply with all written rules and policies, including those defined in the Resident Handbook for the Apartment Community. The Resident Handbook, including the rules and policies therein, are considered to be a part of this Lease and we can revise, amend, expand or discontinue the Resident Handbook at any time and in our sole judgment by posting a notice on the Premises, electronically to you, or on or at any other area we designate for notices to residents. We may make changes to the handbook upon providing 30 days' notice to you. Any such changes shall be deemed as equally binding upon Resident as if originally set forth herein.

13. MAINTENANCE, ALTERATIONS AND REPAIRS

- A. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will 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 walls for hanging pictures) of the Premises, including the patio/balcony and any overhang, 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, flooring, fixtures, walls, 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 (this includes proportional 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 to us; if your prepayment was less than the





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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.

- B. You must not disconnect or intentionally damage a smoke detector/ sprinkler head device or remove the battery without immediately replacing it with a working battery. You are responsible for maintaining the smoke detector and keeping it in working condition. You will be held responsible if you engage the sprinkler head within the common areas or your Apartment. You may not hang any objects from the sprinkler head device. Water damage caused by the sprinkler head will be billed back to the resident and or guarantor for all personal and apartment property.
- C. 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, others or Premises. You agree to complete a written notification within a reasonable time after 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.
- D. Non-Emergency Repair Notification: You must notify us promptly in writing through the resident portal 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 promptly notify us in writing of: electrical problems, damaged flooring, 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 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.
- E. 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 circumstances we determine warrant otherwise.
- F. 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, standing water, storm, hail, ice, snow, lightning, wind, explosion, 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 any losses you may suffer due to such causes.
- G. Resident agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment and keep it in other good repair. Whether or not you experience mold growth in the Apartment Unit depends largely on how you manage and maintain your Apartment Unit, and on your prompt notice to us of any mold or moisture conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain





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the Apartment Unit as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Apartment Unit is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Apartment Unit in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Apartment Unit. As part of your compliance with this general obligation, you agree to do the following:

1. Remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures;
 2. Mop up spills and thoroughly dry affected area as soon as possible after occurrence;
 3. Use exhaust fans in kitchen and bathroom when necessary;
 4. Keep climate and moisture in the Apartment at reasonable levels;
 5. Dust the Apartment regularly;
 6. Keep the Apartment, particularly the kitchen and bath, sanitary and dry;
 7. Use fans in the bathroom while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated;
 8. Wipe down all moisture from the shower walls and doors, the bathtub and the bathroom floor;
 9. Hang all wet towels so they will completely dry;
 10. Use reasonable care to prevent outdoor water from penetrating into the interior of the Apartment Unit via doors, windows or otherwise;
 11. Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment Unit.
 12. Take all reasonable measures to control the moisture level in the Apartment Unit; and
 13. Routinely, and at least once per month, visually inspect all areas of the Apartment Unit for mold growth or signs of water damage and accumulation.
 14. Dispose of all rubbish, garbage and waste in a clean and sanitary manner.
 15. Properly use and operate all electrical, gas, and plumbing fixtures and keep the same in good condition.
 16. Occupy and use the Premises in the manner for which they were designed and intended.
- H. Resident shall immediately notify Manager orally and in writing of the presence of any of the following conditions:
1. A water overflow/intrusion/or leakage, excessive moisture, or standing water inside the Apartment or any Common Areas;
 2. Mold or mildew growth in or on the Apartment that persists after resident has tried to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach; and
 3. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Apartment.

Resident shall be liable to Landlord for damages sustained to the Apartment Unit or to Resident's person or property as a result of Resident's failure to comply with the terms of this subsection.

- I. 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.
- J. 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.
- K. 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.





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- L. 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 Landlord nor Manager is liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.

14. 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 or another resident. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW AND AS LIMITED IN THIS LEASE, AND TO THE FULLEST EXTENT ALLOWED BY 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 COMMON AREAS, FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH AREAS, 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.

15. LOSS

If in our sole judgment, the Premises, the Apartment Community or any part of the Apartment Community is materially damaged, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and deposit(s) less lawful deductions. If we determine not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction 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 damage.

16. RIGHT OF ENTRY

Resident shall make the Premises available to Landlord or its representatives for the purpose of entering to make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services, or to show the Premises to prospective or actual purchasers, tenants, mortgages, lenders, appraisers, or contractors. Landlord and Resident agree that twenty-four (24) hours written notice shall be reasonable and sufficient notice. In the event of an emergency, or when Resident has abandoned or surrendered the Premises, Landlord or its representatives may enter the Premises, including any unoccupied Bedspace, by any means at any time without prior notice.

17. DEFAULT & REMEDIES

You are in violation of this Lease if:





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- 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, Resident Handbook or any other Addenda 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. 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 five consecutive days while unpaid Rent is due and payable);
- D. 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;
- E. 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, or illegal drug paraphernalia as defined by applicable law;
- F. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- G. You create a nuisance or disturbance within the Apartment Unit or the Apartment Community;
- H. You are not a "student" as defined in this Lease.
- I. You fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Rules and Regulations.
- J. You are arrested for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;
- K. You engage in or permit (i) any drug related criminal activity, (ii) any activity that endangers the health or safety of other residents, (iii) any activity that, in Landlord's sole judgment, is injurious or harmful to the Apartment Community or its reputation, (iv) the possession or use of any weapons in the Apartment or the Apartment Community, (v) disrupt the quiet enjoyment of other residents; or (vi) any act of violence in your Apartment; and/or
- L. You allow an unauthorized person to reside in your Apartment.

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;





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- 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 72 hours for you to vacate the premises;
- D. Bring a legal action against you to collect all unpaid Rent and other sums. The damages we may recover include the worth at the time of award of the amount by which the unpaid Rent for the balance of the Lease Term after the time of award, or for any shorter period of time specified in this Lease;
- E. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 72 hours for you to leave;
- F. Landlord has the remedy described in California Civil Code Section 1951.4. Landlord may continue this Lease in effect after Resident's breach or abandonment and recover rent as it becomes due, because Resident has the right to assign, subject only to reasonable limitations; and/or
- G. 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 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.

Any notice provided to Resident under this Lease shall be in lieu of, and not in addition to, any notice required under Section 1161, et seq., of the California Code of Civil Procedure.

18. COSTS AND FEES In the event any action or proceeding is brought by any party to enforce any terms of this Lease or to recover possession of the Premises pursuant to a breach of contract or similar action, the prevailing party shall recover from the other party his or her costs and attorney fees incurred in connection with such action, provided that, neither party shall be entitled to recover any such fees or costs in excess of Two Thousand Dollars (\$2,000.00).

19. SUBORDINATION AND RIGHT TO ENCUMBER

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

20. SALE

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

21. 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 about you or your rental history for law enforcement, governmental or legitimate business purposes, you agree that we are permitted to provide it.

22. RESIDENT'S RESPONSIBILITY FOR SECURITY





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Resident acknowledges that neither Landlord nor Manager has made any representations, either written or oral, concerning the safety of the Apartment Community or the effectiveness or operability of any security devices or measures employed at the Apartment Community. Neither Landlord nor Manager warrants or guarantees the safety or security of Resident or Resident's guest(s) or invitee(s) against any criminal or wrongful acts of third parties. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests or occupants of any Bedspace. In the event cameras have been installed, these cameras are not monitored on a 24 hour basis and are not designed to provide personal security services. Each Resident and their guest (s) or invitee (s) is responsible for protecting his or her own person and property. Residents are required to contact local law enforcement if they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Landlord of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Apartment Unit, including but not limited to, alarms and smoke detectors. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Any charges resulting from the use of the intrusion alarm will be charged to Resident as additional rent, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Landlord with the alarm code and any special instructions for lawful entry into the Unit when no one is there. In the event access gates are present in the Apartment Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including but not limited to approaching the gates slowly, with caution; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; and not tampering with the gates). Landlord has no duty to maintain the gates or fencing.

All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's guest.

23. STUDENT STATUS REQUIRED

Landlord requires each Resident to hold and maintain current student status throughout the Lease Term. The term "student" as used in this Lease is defined as an individual enrolled as a student in an institute of higher education (including, without limitation, a community college, a trade or vocational school, or a college or university, including graduate degree programs). Also, the student must be enrolled in at least one course which requires in classroom instruction as the student may not be enrolled in exclusively online courses. Resident acknowledges he or she was required to verify he or she meets this requirement. Resident hereby represents and warrants any and all documentation provided to Landlord and/or Manager regarding Resident's student status was true and correct. In the event Landlord or Manager learns any documentation provided by the Resident was false or misleading, or that Resident is not a student as defined herein during any portion of the Lease Term, then Resident shall be deemed to be in material default of this Lease.

24. GUESTS

Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitees, family, and licensees. Resident must accompany and supervise Resident's guest(s) at all times while in any area of the Apartment Community, including the Apartment Unit. Any violation of this Lease by Resident's guest shall be considered a violation by the Resident. Landlord has the right to exclude guests or others who, in Landlord's sole judgment, have been in violation of the law, the Lease or any rules of the Apartment Community, or disturbing other residents, neighbors, visitors or Landlord or its representatives. A guest may not stay in your Apartment Unit for more than 3 consecutive days or no more than 6 days during any 30-day period. **RESIDENT MUST STRICTLY ADHERE TO ALL GUEST POLICIES SET FORTH IN THIS LEASE AND THE RESIDENT HANDBOOK AND ANY BREACH THEREOF SHALL BE CONSIDERED A MATERIAL BREACH OF THIS LEASE.**





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25. MODEL DISCLAIMER

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

26. RESIDENT'S PROPERTY AND RENTERS INSURANCE

All Residents must acquire and maintain renters insurance, and provide proof of such policy to us upon demand, with coverage of at least one hundred thousand dollars (\$100,000.00) in personal liability, and must provide proof of insurance at the time of move in. Renters insurance must cover property damage, bodily injury, our personal property, including, but not limited to furniture, electronic equipment, motorized vehicles, and fixtures. **WE SHALL NOT BE LIABLE TO RESIDENT, ROOMMATES, OR THEIR RESPECTIVE GUESTS FOR ANY DAMAGE, INJURY, OR LOSS TO PERSON OR PROPERTY (FURNITURE, JEWELRY, CLOTHING, ELECTRONIC EQUIPMENT, VEHICLES, AND OTHER VALUABLES, ETC.) FROM MECHANICAL MALFUNCTION, FIRE, FLOOD, WATER LEAKS, RAIN, HAIL, ICE, SNOW, SMOKE, LIGHTNING, WIND, EXPLOSIONS, INTERRUPTION OF UTILITIES, OR OTHER OCCURRENCES UNLESS SUCH DAMAGE, INJURY, OR LOSS IS CAUSED BY THE DIRECT NEGLIGENCE OF US. RESIDENT EXPRESSLY WAIVES ALL CLAIMS FOR SUCH INJURY, LOSS, OR DAMAGE. WE ARE NOT RESPONSIBLE FOR AND WILL NOT PROVIDE FIRE OR CASUALTY INSURANCE FOR RESIDENT'S PERSONAL PROPERTY. RESIDENT WILL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY RESIDENT, OR THEIR GUESTS OR INVITEES, INCLUDING BUT NOT LIMITED TO, WATER INTRUSIONS, FIRE, SMOKE, GREASE OR COOKING FIRES, OR ACTIVATION OF THE SPRINKLER SYSTEM AS THE CASE MAY BE.**





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27. NOTICES

Resident shall, within five (5) days after occurrence, to notify Landlord, in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Failure of Resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Lease. Landlord has designated Manager as its agent for the purposes of managing and operating this Apartment Community and for exercising any of Landlord's rights hereunder. Every notice or demand to Landlord, whether pursuant to this Lease or otherwise, must be in writing and must be delivered by certified mail, Return Receipt Requested, to: GHP Management; 1082 W 7th. St. Los Angeles, CA 90017. Landlord may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, emailed, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Apartment Unit. Notices for entry into the Premises may be posted on the entry door of the Apartment Unit if permitted by law. Any non-material condition of the tenancy shall be deemed changed upon expiration of thirty (30) days following the service by Landlord on Resident of a written notice setting forth the change in such condition.

28. PHOTOGRAPHS, VIDEOS & TEXT MESSAGES

Resident consents to Landlord's use of photographs and/or video images taken of the Resident while at the Apartment Community, including those taken at functions or events sponsored by the Apartment Community, for the purpose of advertising the Apartment Community or other similar apartment communities owned or operated by Landlord on a royalty-free, perpetual license basis. Landlord may use these images, as Landlord may alter in its sole discretion, in advertising materials, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Landlord for use of such images. Resident also permits Landlord and/or Manager to contact Resident on any phone number provided and you authorize us to send text messages to your cell phone in lieu of phone calls in order to convey information, including emergency notifications. You understand that text messaging rates will apply to any messages received from us. You also understand that you may revoke this permission in writing at any time. You agree not to hold us liable for any electronic messaging charges or fees generated by these messages. You further agree that in the event your contact/cell phone number changes that you will inform us or be liable for any fees or charges incurred.

29. VEHICLE PARKING

Resident acknowledges that this Lease does not include the right to park in the designated Resident parking area, unless Resident has entered into a parking agreement with Landlord. If Resident has entered into a parking agreement with Landlord, a copy of the same is attached hereto and incorporated herein. Resident agrees to comply with the terms and conditions of the Parking Agreement and rules and regulations applicable to parking which may be promulgated by Landlord from time to time during the Lease Term. Parking is subject to limited availability.

30. CREDIT REPORTS

A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident hereby expressly authorizes Landlord/Manager (including a collection agency) to obtain Resident's consumer credit report, which Landlord/Manager may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Lease and thereafter.

31. QUIET ENJOYMENT

In addition to anything else herein, Resident and Resident's guests shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, neighbor or roommate. Any such action may result in the immediate termination of this Lease as provided herein and/or by law.

32. UTILITIES AND SERVICES We agree to furnish water, sewer, gas, electric, trash, basic cable television and Internet for the Apartment Unit, but Resident and the other residents of the apartment must separately pay and provide required deposits for all other utilities, city services, city fees, charges for local and long distance phone service,





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additional or private lines, and information. Except for utilities provided by us, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Starting Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Contract and that Resident is jointly and severally liable with Roommates for utility bills. We are not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. We are not responsible for outages or lapses caused by outside providers. We are not responsible for Resident's or any other's use of the Internet.

33. EARLY TERMINATION OF CONTRACT Resident acknowledges there is no right to early termination of the Lease and Resident will not be released from this Lease for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, property purchase or death.

34. OWNER'S RIGHT OF INSPECTION AND ENTRY Resident agrees that we may enter the Premises, Apartment Unit, or other units at the Community without the Resident's consent in an emergency situation. Except in cases of emergency or if it is impracticable to do so, we shall give you reasonable notice of intent to enter and shall enter only during normal business hours. Twenty-four (24) hours shall be presumed to be reasonable notice, if served in person, posted on, at or near the usual entry door or mailed at least six (6) days prior to the intended entry. Resident agrees not to withhold consent to our entry if proper notice has been provided. If Resident refuses us the right of entry, Resident will be held responsible for any financial losses that are sustained by us. Specifically, Resident agrees to permit us to enter the Premises, Apartment Unit, or other units at the Community for the purpose of (1) making necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, residents, workmen, or contractors; (2) making annual, semi-annual, or other routine inspections; (3) decorate, remodel, alter or otherwise prepare the Premises for re-occupancy if the Resident moves before this Lease ends; (4) entering pursuant to court order; (5) entering when the Resident has abandoned or surrendered the Premises. We will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the Premises;
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement;
- Resident is present and consents to entry at the time of entry, or
- As otherwise provided by law.

35. RELOCATION For purposes of operating efficiency, we reserve the right to relocate Resident to another Apartment Unit or Bedspace at the Apartment Community. In the event of a maintenance issue or emergency issue, as determined by us, we may relocate Resident to another Apartment Unit in the Community. If required by us to relocate, Resident will not be required to pay the Transfer fee.

36. CASUALTY In the event of fire or other casualty, Resident must immediately notify us. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest, licensee, or invitee, the Premises may be restored and repaired by us and any Rental for the period that the Premises is not livable shall abate, unless we provide Resident with an alternative living space, in which event Rent will not be abated. However, if the Premises are substantially destroyed, then this Lease may be terminated by us, in which event the remaining unpaid Rent due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rent if the damage or destruction to the Premises is the result of or attributable to Resident or the guests, licensees, or invitees of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.

37. RENEWAL If, prior to the Ending Date of the Term, Resident executes a binding Lease with Landlord for the next succeeding term (a "New Housing Contract"), the terms of this Lease shall continue in full force and effect until the





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beginning of the term provided in the New Housing Contract (the "New Term"). Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the term of the New Housing Contract. Resident's renewal will be null and void if Resident is found in default under this Lease at our sole election. If Resident does not execute a New Housing Contract as and when required at our sole discretion, Resident may not be able to maintain Resident's current Exclusive Bedspace, Premises, and Apartment Unit in the New Housing Contract.

38. PROXIMITY OF REGISTERED SEX OFFENDERS Disclosure Pursuant to Civil Code 12079.10a. Registered Sex Offenders Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

39. PROPOSITION 65 WARNING This disclosure is made pursuant to California Health and Safety Code Section 25249.6. More information on specific exposure has been provided to Resident and is available at www.prop65apt.org.

Environmental Disclosure Notice: The State of California requires that Owner warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from the building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to, carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils. Because of the possible danger posed if asbestos fibers are released into the Premises, Resident may not take or permit any action which in any way damages or disturbs the ceiling in the Premises, including but without limitation: piercing the surface of the ceiling by drilling or any other method; hanging plants, mobiles, or other objects from the ceiling; attaching any fixtures to the ceiling; allowing any objects to come in contact with the ceiling; painting, cleaning, or undertaking any repairs of any portion of the ceiling; replacing light fixtures; engaging in any activity which results in building vibration which may cause damage to the ceiling.

40. SPECIAL PROVISIONS If the Resident fails in any respect to fulfill the full obligations of this Lease, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals.

41. ADDENDA

All Addenda to this Lease including, but not limited to, Resident Handbook, Exclusive Bed Space Addendum, Utility Addendum, Guaranty Agreement, Parking Addendum, California Addendum and Concession Addendum, are all considered to be a part of this Lease and are incorporated herein.

42. GENERAL

Time is of the essence for each and every provision set forth this Lease. Your execution of this Lease confirms that neither we nor any of our representatives have made any representations or agreements not otherwise documented herein. This Lease, including all Addenda, constitute the entire agreement between you and us. We cannot and do not guaranty that all residents of the Apartment Community will be students, as defined herein. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to enter into, waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by an authorized agent of Landlord or Manager. All Lease obligations are to be performed and enforced in the Los Angeles County, and the law of the State of California will govern the Lease. Unless this Lease states otherwise, all sums owed by you are due upon demand. Under no circumstances will our delay or non-enforcement of our rights under this Lease constitute a waiver of our future right to enforce such rights. The omission of any initials as may be indicated throughout this Lease does not invalidate all or





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any part of this Lease. If any part of this Lease is not valid or enforceable, it will not invalidate the remainder of this Lease. If more than one person signs this Lease, then the liability of all such persons to us will be joint and several and references to "Resident" or "you" in this Lease will be deemed to include all such persons that sign this Lease or will be accountable and responsible for your actions or inactions. In addition, for the purposes of this Lease, the reference to "you" with respect to any defaults, violations or liabilities of the Resident or with respect to any disclaimers of liability, indemnities, waivers or releases from the Resident, will mean "you", "your guest(s)", "your family member(s)", "your invitee(s)", and "any other parties related to you or who are at the Apartment Community or the Premises because of you." For purposes of this Lease, all references to "we" in any disclaimers of liability, releases, waivers or any indemnities by you will mean, and be in favor of, us, Manager, and any employees, officers, directors, members, agents, affiliates, successors and assigns of us, Manager and any of them.

Resident acknowledges that Resident has read the Additional Terms and Conditions, and they are a part of your lease with us, and you agree to be bound by the same. Resident acknowledges that accepting the Additional Terms and Conditions electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

Resident's Name (Printed)

Resident's Signature

Date

