

RESIDENT LEASE CONTRACT

Date:

Community: **The Bridges**

Community Address: **1601 N. University Drive, Fargo, ND 58102**

Resident:

Unit/Bedspace: See Bedspace Addendum

Mailing Address: **1601 N. University Drive, Fargo, ND 58102**

Starting Date:

Ending Date: **At 10a.m. on**

Your Total Rent for the Term is \$ (plus additional charges as identified in the Lease or Community Addendum, along with applicable sales taxes). It is payable in **equal installments of \$ as detailed herein**. The breakdown of your installment schedule will be outlined on your Bedspace Assignment Addendum. Additional fees that may apply are listed within the Community Addendum. All payments will be applied to additional charges first and any remaining amounts will then be applied to rent.

1. SPECIAL PROVISIONS. The following special provisions have been added to and are a part of this Lease:

2. DESCRIPTION. The Terms used in this Lease Contract are defined:

Lease: This Resident Lease Contract ("Lease"), which includes this document, the Community Addendum, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.

Execution Date: "Execution Date" shall be the date on which this lease contract was executed by Resident.

Owner: "Owner" shall be Shack Village, LLC, and the Community, The Bridges.

Resident: "Resident" is defined as the leaseholder listed above.

Roommates: "Roommates" shall be persons occupying the other exclusive bedspace(s) within the unit and sharing the common area.

Exclusive Bedspace: "Exclusive Bedspace" is your sole (if bedroom is private) or shared (if bedroom is shared) use of a bedroom ("Bedroom") in an apartment ("Apartment" or "unit").

Manager: Owner's Agent listed in paragraph 32 of this lease.

Owner hereby leases to Resident and Resident hereby leases from Owner the premises listed above. The "Premises" is defined as including each of the following:

- a. Your exclusive use of the Bedroom in the Apartment.
- b. Together with the other residents of the Apartment, your joint use of the Common Areas. For purposes of this Lease contract, Common Areas are those areas that you have access to that are outside your Bedroom or Exclusive Bedspace, and which may be accessed by other residents within the Apartment. The term Common Area also refers to those areas to which all residents have general access to in the Apartment Community.
- c. Your exclusive use of the furniture (if applicable) within the Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment.
- d. The furniture, fixtures, equipment, and appliances within the Premises.
- e. Your joint use of the Mail Box and your exclusive use of the Parking space if one or both have been assigned to you.

3. LEASE TERM.

- a. This Lease commences on the Starting Date listed above, and ends at 10:00a.m. on the Ending Date listed above. Physical occupancy shall not commence prior to the completion of the executed lease document and any lease guaranty. Should there be a delay in occupancy due to unforeseen circumstances, Owner has the right, but not the obligation, to provide temporary housing, if available. If temporary housing is not available, your Rent will abate until the Premises are ready. Abatement of Rent is your sole remedy for the delay, unless additional remedies exist under state or local law.
- b. The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. You must surrender possession of your Bedroom by 10:00a.m. on the Ending Date. You may be given the opportunity to sign a renewal lease for the next year during the Lease term and remain in your current Bedroom. **However, if you do not sign a renewal lease,**

your Bedroom will be placed on our “available” list and may be leased to another applicant. Once the Bedroom has been leased to another applicant, you WILL NOT be able to sign a renewal lease for your Bedroom.

4. RESIDENT INFORMATION. If you or the Guarantor has supplied information to us, you represent that all information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we may provide it. By signing this Lease, you consent to the release of your contact information including email address, telephone number and permanent mailing address for roommate matching, colleges/universities, if deemed a reasonable request, and other needed business purposes.

5. GUARANTY/CONDITIONAL APPROVAL. THE PARENTAL OR SPONSOR'S GUARANTY PROVIDED TO YOU MUST BE SIGNED AND RETURNED TO MANAGER WITHIN 7 DAYS AFTER THE DATE OF THIS LEASE. AT OUR OPTION, THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF THE PARENTAL OR SPONSOR'S GUARANTY IS NOT SIGNED AND RETURNED TO THE MANAGER. IF YOUR APPROVAL WAS CONDITIONAL, ALL REQUIRED DOCUMENTS NECESSARY FOR APPROVAL MUST BE SUBMITTED WITHIN 48 HOURS OF EXECUTING THIS LEASE.

6. 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. Only Resident and the roommates shall be entitled to occupy the unit. An overnight guest may not stay more than 2 consecutive nights and no more than 4 nights in any one month. Resident is not allowed to occupy or use or allow another person to occupy or use an empty bedspace within the unit. Rent will be assessed to Resident if management or authorized agent deems that an empty bedspace is occupied or used. In addition to rent, you will be responsible for cleaning, repairs and any other make-ready expenses related to your use or occupancy of an empty bedspace. Resident and Resident's guests are not allowed to use the exclusive bedspace of other residents of the unit. The total maximum number of guests allowed in the Apartment at any one time is ten (10).

7. BEDROOM ASSIGNMENT. Your Apartment and Exclusive Bedspace will be assigned to you at or before move-in. You agree to the assignment of a specific Apartment and Bedroom subsequent to the execution of the Lease, and agree that such future assignment does not prevent the formation of a valid Lease. You understand that this is a binding contract and you are responsible for all conditions set forth in the Lease Agreement upon execution.

According to the preferences you have previously stated or based on the availability of the Unit Type requested, the Rent for the above-referenced Apartment and Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basic Unit Type requested. You agree that your Monthly Total may be adjusted for these reasons, and that the revised Monthly Total will be due as Rent. Though we will try to avoid it, we reserve the right to reassign any Apartment or the Bedroom assigned to you prior to you taking possession of the Apartment.

8. ROOMMATES. Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to Common Areas and utilities (if applicable); however only you are liable for the Lease obligations relating to your Exclusive Bedspace and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bedspace and their rent payable to us. Resident acknowledges that Manager has the right to assign a roommate to any vacant exclusive bedspace in the unit before or during the term of this Lease without notice and the Resident's right to occupy the Common Area is only as co-occupant with roommates, all of whom have executed individual lease contracts to occupy their exclusive bedspaces and the Common Area of the unit. Resident acknowledges that whether the roommates have been selected by Resident or by Manager, neither Owner or Manager are responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between residents and roommates. Manager has the right to require Resident to transfer to another unit upon 5 days notice if management or authorized agents determine at its sole discretion that such transfer is warranted. Under no circumstances will the Manager be responsible for paying moving costs.

9. TRANSFER INFORMATION. If you want to transfer from one Exclusive Bedspace to another, the transfer must be approved by the Manager. Approval is at the sole discretion of the Manager and contingent upon completion of all applicable paperwork, receipt of up to a \$150 transfer fee, and verification that your account is current and in good standing. The rental rate for the new exclusive bedspace you are transferring to will begin on the 1st of the following month and continue through the Lease Ending Date. The vacated bedroom must be left in the condition it was at the time of your initial occupancy, less normal wear and tear. After we have inspected the Exclusive Bedspace and unit you have transferred from, the appropriate charges/damages will be charged to your account.

10. REPLACEMENT OF RESIDENT.

Resident shall not assign 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 roommate replacement, Resident must submit such request in writing and no

replacement will be approved unless the new resident and guarantor, if applicable, is approved and signs all appropriate documents. Resident will be responsible for paying a non-refundable replacement fee of up to \$300 with Resident's request for replacement, provided however, Resident shall not be released from obligations under this Lease unless Owner agrees in writing. Under no circumstances, unless required by law, shall Owner have any obligation to find Resident's replacement. Resident agrees not to list the Apartment, Exclusive Bedspace, Premises, or any portion thereof, on a lodging rental website or service such as Airbnb.

11. RENT AND ADDITIONAL CHARGES. Resident agrees to pay each **Installment** on or before the 1st day of each month, in advance and without us having to make demand for payment. Late fees will begin to accrue in accordance with your local and state laws. (See attached Addendum) The Installment is payable at the management office (or at such other place of which we notified you in writing). **Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of Nature, or to reduce or offset Rent payable to us** by any of your costs or damages against us. At our option, we can require that all money payable to us is to be paid by certified funds (money order or cashier's check). Payment by personal check is accepted, however, we are not obligated to accept personal checks after the 10th day of the month. **Cash will not be accepted.** At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations. Owner is not responsible for or affiliated with any third party payment processor who may charge Resident a fee to use their online payment service to pay Rent and other charges. If Resident elects to use a third party payment processing service (via a web portal link on Owner's website, or other means), Resident waives all claims against Owner related to Resident's use of said service and further agrees to indemnify Owner for Resident's use of said service, to include any lost, missing, redirected or delayed payments, any downtime or website maintenance that may prevent Resident from paying Owner on time or Owner receiving payment on time; and any fees charged for any reason by the third party processor.

12. UTILITIES. All utilities should be used only for normal household purposes and must not be wasted. Roommates are jointly and severally liable for utilities (if applicable), other than the ones we have agreed to provide. Your Lease will not be terminated, altered, and fees will not be waived for roommate utility disputes. You must comply with all rules and regulations of the telephone and internet access providers. **We will not be liable for any interruption, surge, or failure of utility services to the Premises or any damage directly or indirectly caused by the interruption, surge, or failure.**

13. FURNITURE, FIXTURES, AND EQUIPMENT. The following furniture, fixtures and equipment are supplied by Landlord to you: _____.

14. SECURITY DEPOSIT. Once you sign the Lease, you may be required to pay a deposit for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate the Lease). Upon move out we reserve the right, but not the obligation, to deduct any delinquent balances and damage charges above "normal wear and tear" (including cost of labor and materials) from the Security Deposit. If the Security Deposit does not cover all of your unpaid obligations, you agree that on our written demand, you will remit payment for the remainder of the unpaid balance within thirty (30) days.

You cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we choose to, all or any part of the Security Deposit, for any unpaid obligations. You agree that you will give advance written notice of a forwarding address at least thirty (30) days prior to move out. You agree that in accordance with State statutes we will return any remaining portion of the Security Deposit to you upon (a) expiration or termination of this Lease, and (b) payment in full of amounts that you owe to us. Upon move out, we will provide to you a description and itemized listing of deductions that have been taken from the Security Deposit. If we sell the Apartment Community and if your Security Deposit is transferred to the new owner, we do not have any further liability to you for the return of all or any portion of the Security Deposit; you must contact the new owner. We will endeavor to abide by any applicable State law regarding Security Deposit return and interest bearing accounts.

15. MOVE-IN. An Inventory and Condition Form will be provided to you at the time that you move into the Premises. This form can be turned into the office or submitted online. Within 24 hours of move-in, or in accordance with applicable law, you must put in writing on such inventory and condition form any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and in good working condition. You will be held responsible for any defects or damages not listed on the inventory and condition form. Except for what is listed in writing on the inventory and condition form, you accept the Premises, fixtures, equipment, appliances and furniture in **"AS-IS" CONDITION, WITH ALL FAULTS. EXCEPT AS REQUIRED BY APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, EQUIPMENT, APPLIANCES, OR FURNITURE.**

16. EARLY MOVE-IN. Early move-ins are at the discretion of the Manager, and are subject to an Early Move-In fee of up to \$300. If approved, you acknowledge it is your choice to move in early and that many services may not be available (or may be available, but discontinued or disrupted) between the time you move into the unit and the previously designated Starting Date of the Lease including, but not limited to, telephone service, cable service, intrusion alarm service, internet service, furniture, access gates and

other community amenities. You accept the unit without such services and amenities, which may not be present. Additionally, you acknowledge that there may be a reasonable delay to bring your Exclusive Bedspace to "move-in ready" condition. You release the Owner from all claims related to the condition of the unit or related to not having the above mentioned services or amenities.

17. RIGHT OF ENTRY. Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. If we have given prior notice of entry, and you refuse, you will be in violation of your Lease contract and will incur any charges associated with rescheduling. You also agree to furnish all alarm codes to the Manager in order to disarm the intrusion alarm upon installation and/or activation, and agree to pay for all associated false alarm fees if the codes are not provided. Any additional entry locks (including additional deadbolts, sliding chain locks, hinge locks, etc.) are prohibited without prior written authorization from the Manager.

18. MAINTENANCE, ALTERATIONS AND REPAIRS.

- a. You are responsible for and will take good care of the Premises and Common Areas, to include maintaining your Apartment in a good, clean, sanitary condition. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. For any damage or repairs due to negligence by you, your guests or any other persons under your control or invitation, we can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice. You will be held in violation of this Lease, and will be financially responsible for the cost of replacement or repairs, because of negligent or careless use of the Premises or any part of the Apartment Community including without limitation: damage from waste water stoppages caused by foreign or improper objects in lines serving your Apartment, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open, and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be applied as a credit; if your prepayment was less than the cost incurred, you will pay us the remainder of the amount due upon our demand. Your obligations to pay the charges described in this paragraph will remain due even after the ending of this Lease. In addition to the foregoing, you will be responsible for any vandalism or property damage anywhere in the Apartment Community which is due to a violation of this Lease or Apartment Community rules, negligence, abuse, misuse or other conduct by you or by your guests.
- b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees pursuant to state statutes.**
- c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause you must notify us immediately. In the event of a life threatening emergency, first report the incident to first responders by calling 911. In case of a malfunction of air conditioning, heating or other equipment, you must notify us as soon as possible in writing. Additionally, you are required to notify us in writing immediately of: water leaks, electrical problems, safety concerns (including but not limited to loose and/or damaged flooring, broken glass, malfunctioning locks or latches), and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent except to the extent allowed by law.
- d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Disruption of internet or cable television services does not constitute an emergency, nor will Rent abate in whole or part. Owner is not liable for damages resulting from interruption of services, and any interruption does not constitute a breach of contract on Owner's part.
- e. We will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises due to repairs, alterations or improvements to the Premises, the Apartment, the building or the Apartment Community. If you request any repairs, they will be done during our usual maintenance working hours.
- f. Emergency maintenance requests include but are not limited to the following:
 - i. No hot water or running water in the Premises.
 - ii. No heat or air-conditioning when outside temperatures are less than 50 degrees or higher than 80 degrees.

- iii. Stopped up toilet if only one is available in the Apartment.
- iv. Water problems such as leaks, severe back-ups, or broken pipes.
- v. Malfunctioning controlled access gates that inhibit ingress and egress.
- vi. Any unsecured apartment entry. (Bedroom door access is NOT considered an emergency)
- g. We are not obligated to provide after-hours lockout services.
- h. We are not liable to you or your guests for personal injury or damage or loss of personal property from any cause, including, but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, acts of God, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our negligence or the negligence of the Manager. **Our insurance does not cover the loss of or damage to your personal property. It is required that you maintain Liability Renter's Insurance covering the Premises for the duration of your Lease term. Additionally, we recommend that you purchase personal property coverage for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance does not cover losses due to a flood.**
- i. FOR ALL LIFE THREATENING EMERGENCIES CALL 911 PRIOR TO ALERTING MANAGEMENT.

19. MOVE-OUT.

- a. If you intend to leave the Premises permanently prior to the Ending Date, your Security Deposit will be applied to your outstanding balance. Telling us about your leaving without putting it in writing is not sufficient. You must use the approved move-out notice provided by the management office. Even if you give proper advance written notice to vacate prior to the Ending Date, this does not release you from your obligations under the Lease. You will be responsible for all Installments of Rent through the end of the Lease term or until a replacement resident is found, whichever occurs first. If you move out prior to your Ending Date, you will still be responsible for utilities until your Apartment has been re-let.
- b. When you leave, whether at or prior to the Ending Date, the Premises and Common Areas must be clean and in good repair and condition. If they are not, you will be liable for reasonable charges to complete such cleaning, repair or replacement, in excess of regular "wear and tear."
- c. If you leave any property in the Premises after surrender, whether through return of possession, judicial eviction, or the end of this Lease, you agree and acknowledge that your property is abandoned by you and we can take such actions to dispose of your property in accordance with applicable law. You may be liable for any costs incurred to store, move, sell or dispose of your abandoned property, and such costs may be collected prior to the return of your abandoned property. **After you surrender possession of the Premises, we are not liable for any abandoned property left by you.**

20. HOLDOVER. If you still occupy the Premises past the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will be charged daily (payable daily; refer to the amount listed on the Community Addendum) **plus**, all of our actual damages incurred (including rescheduling contractors and other vendors), and damages of the person who could not move in because of your holdover.

21. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease contract as directed by this Lease contract;
- b. You or your guest violates this Lease contract or any addendum to it, any Apartment Community rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease contract, clothes and personal belongings have been substantially moved out and you haven't been in the Bedroom for 5 consecutive days); or, 3 days after your scheduled move-in day if you fail to move in;
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You fail to vacate the Premises at the expiration of the Lease term; or
- i. You fail to pay any fine within 10 days after it is levied in accordance with this Lease contract or the Lease Addendum.

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

- a. Collect any fine imposed by the Lease Addendum;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice for you to leave;
- d. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice for you to leave;
- f. Report all violations to credit reporting agencies;
- g. Subject to applicable laws, interrupt or terminate the provision of internet access and/or video services (even if you have enhanced services or additional channels) to the Premises or your Bedroom as applicable until all delinquencies are brought current;
- h. Do any combination of a, b, c, d, e, f, or g under Section 22.

23. COSTS AND FEES. 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, to the extent allowed by applicable law.

24. CUMULATIVE REMEDIES. Termination of your possession rights or subsequent reletting does not release you from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance does not waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings. If you are evicted, you must leave the Apartment and cannot live in another bedroom or anywhere else in the community.

25. CASUALTY LOSS. In the event of fire or other casualty, Resident must immediately notify Owner and/or management. 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 promptly restored and repaired by Owner and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rental Installment(s) will not be abated. However, if the Premises are substantially destroyed, then this Lease may be terminated by Owner, in which event the remaining unpaid Rental Installments 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 Rental Installment 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.

26. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us. Our 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 no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax or electronic signatures are binding. All notices must be signed. Notices may be given by email or other electronic transmission to the extent permitted by applicable law. Exercising one remedy will not constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners, but upon such sale, we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of landlord from and after the date of such sale. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the Apartment is located.

27. LIABILITY. 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 criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. Unless we have prior knowledge of a dangerous condition, we have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS, OUR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND AFFILIATES (THE "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, 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 OR THE APARTMENT COMMUNITY UNLESS SUCH CLAIM OR DAMAGE WAS CAUSED BY THE NEGLIGENCE OF THE RELEASEES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY'S RECREATIONAL/PUBLIC FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

28. SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE REFERENCE THE COMMUNITY GUIDELINES ADDENDUM ATTACHED TO THIS LEASE FOR ADDITIONAL INFORMATION. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

29. INSURANCE. Our insurance does not provide coverage for your personal property. It is required that you maintain Liability Renter's Insurance covering the Premises for the duration of your Lease term. Additionally, we recommend that you purchase personal property coverage for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance does not cover losses due to a flood. Please refer to the Community Addendum for renter's insurance requirements for your Community.

30. MILITARY PERSONNEL. You may terminate the Lease if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- a. You are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- b. You (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute a permanent change-of-station order. After your move out, we will return your Security Deposit, less lawful deductions. For the purposes of this Lease, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise, you represent when signing this Lease that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease term; and (3) the term of your enlistment or obligation will not end before the Lease term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, less rents from others received in mitigation. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

31. ADDENDUMS AND ATTACHMENTS. The attached Community Guidelines & Addenda become part of this Lease and are binding even if not initialed or signed.

32. OWNER'S AGENT. GREP Southwest, LLC, 3200 East Camelback Road, #255, Phoenix, Arizona 85018, is authorized to manage the Apartment Community and to accept service of process and receive and receipt notices and demands.

You are legally bound by this document, please read it carefully. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to review and obtain a copy of this Lease Contract and any related documents.

RESIDENT SIGNATURE:

OWNER OR AUTHORIZED AGENT:

Signature

Printed Name

Date: _____

Signature

Date: _____

SAMPLE