

LEASE AGREEMENT

BASIC TERMS:

DATE:

APARTMENT COMMUNITY (check one):

The Regency: Auraria’s Student Housing Community

or

The Villas at The Regency

RESIDENT:

LANDLORD (check one) and LANDLORD’S ADDRESS:

The Regency – Auraria’s Student Housing Community, LLC. located at 3900 Elati Street, Denver, Colorado 80216

or

Villas at The Regency, LLC, located at 3900 Elati Street, Denver, Colorado 80216

PREMISES: A Bedroom (“Bedroom”) accommodation in the Apartment Community described above as more specifically described in Paragraph 1.a. below.

BASE RENT, SECURITY DEPOSIT, AND LEASE TERM: Resident’s Base Rent is calculated as the market rent for the Premises less one-hundred and fifty dollar (\$150) rent concession (prorated for partial months of the term). Base Rent and additional fees are payable in five (5) or seven (7) installments, as indicated by the lease term selected below, for the Renewal term, without demand, offset or deduction. **Note: In order to receive promotional incentives, Resident must be current with a \$0 balance on the 4th month (in a 5 month lease) or 6th month (in a 7 month lease) payment date stated on Lease Contract.**

You acknowledge and agree that your Rent Concession Discount will be forfeited for the entire Lease Period if you are in default of this Lease for any reason, and your Rent will automatically revert to the Market Rent amount as set forth in this Lease.

You agree to pay a Security Deposit and Base Rent as follows:

<u>Lease Terms</u>	<u>Move In Date</u>	<u>Move Out Date</u>
Full	August 19, 2016	July 31, 2017
Academic	August 19, 2016	May 31, 2017

The Regency

Your Initials	Security Deposit		Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	\$															
Single Floor Plan (1 bed in private unit)	\$100	Full	\$8,100	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675	\$675
	\$100	Academic	\$6,990	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699

Your Initials	Security Deposit		Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	\$															
Studio Floor Plan (1 bed in private unit)	\$250	Full	\$9,000	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
	\$250	Academic	\$7,750	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775

Your Initials	Security Deposit		Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	\$															
Double Floor Plan (1 bed in shared bedroom)	\$100	Full	\$6,240	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520	\$520
	\$100	Academic	\$5,500	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550

Your Initials	Security Deposit		Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	\$															
2 bedroom, 1 bath Floor Plan (1 private bedroom in shared unit)	\$100	Full	\$8,220	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685	\$685
	\$100	Academic	\$6,990	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699	\$699

Your Initials	Security Deposit		Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	\$															
2 bedroom, 2 bath Floor Plan (1 private bedroom in shared unit)	\$100	Full	\$9,360	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780	\$780
	\$100	Academic	\$7,990	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799

The Villas

Your Initials	Security Deposit		Term	Total Value	8/1/16	9/1/16	10/1/16	11/1/16	12/1/16	1/1/17	2/1/17	3/1/17	4/1/17	5/1/17	6/1/17	7/1/17
	\$															
Villas Floor Plan (1 bedroom in 3 bedroom unit)	\$250	Full	\$9,588	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799	\$799
	\$250	Academic	\$9,590	\$959	\$959	\$959	\$959	\$959	\$959	\$959	\$959	\$959	\$959	\$959	\$959	\$959

You must also pay additional charges as identified in this Lease and applicable sales taxes. Base Rent and any additional fees or charges payable by you under this Lease are together referred to as “Rent.”). Base Rent (payable in equal monthly installments) and additional fees are due on the 1st day of each month throughout the Lease Term, without demand, offset or deduction.

Deposits and Fees: In addition to paying a Security Deposit and Base Rent, you agree to pay Landlord the following Fees:

Meal Plan: As a Resident of the Apartment Community, you are required to purchase a meal plan each semester during the term of your lease in accordance with Exhibit B (see Exhibit B for Meal Plan Agreement).

Parking: \$0 (due and payable at the same time each installment of Base Rent is due and Payable the fee is included in the rent below).

Guarantor: The Guaranty guarantees Resident’s duties and obligations hereunder pursuant to a separate Guaranty Agreement executed by the Guarantor.

Resident’s Initials

EXHIBITS ATTACHED TO THIS LEASE:

- Exhibit A: Apartment Community Rules and Regulations
- Exhibit B: Meal Plan Agreement
- Exhibit C: Guaranty Agreement
- Exhibit D: Safety Guidelines
- Exhibit E: Parking Provisions
- Exhibit F: Student Computer & Network User Policy
- Exhibit G: Application for Housing
- Exhibit H: Shuttle Bus Release and Waiver

ADDITIONAL TERMS AND PROVISIONS: Additional Terms and Provisions, as well as the Exhibits, are attached as subsequent pages to this Lease and are incorporated herein. This Lease consists of this page, and the Additional Terms and Provisions and the Exhibits.

ADDITIONAL TERMS AND PROVISIONS:

1. PREMISIES

- a. **Description.** The "Premises" is defined as including each of the following:
 - i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in the Apartment Community. Your specific Bedroom will be assigned to you by Landlord prior to the date you move into the Apartment Community; provided however, Landlord has the right to relocate you from one Bedroom in the Apartment Community to another within the Apartment Community, with five (5) days written notice;
 - ii. Together with the other residents of the Apartment Community, your shared use of the Common Area in the Apartment Community (for purposes of this Lease, "Common Area" are those Areas within the Apartment to which you have access without going into another Bedroom within the Apartment Community and those Areas to which all residents have general access);
 - iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment Community; and
 - iv. Your shared use of the mailbox assigned to you by Landlord.
- b. **Occupants.** Only you can live in the Premises. Except in a shared Bedroom where Landlord approves your roommate(s), you may not permit another person to live in the Premises or in the Bedroom. The Premises will be used only as a private residence and for no other purpose. Upon Landlord's demand, you shall provide to Landlord any information necessary to establish the residence of any person who appears to be residing at the Premises in Landlord's reasonable judgment. If Landlord claims that any person residing in Landlord's Premises is an unauthorized occupant, you shall bear the burden of proving in any court action or eviction proceeding that the person challenged by Landlord as an unauthorized occupant does not reside at the Premises. While you cannot Lease any part of your Premises to another person, you may be able to transfer to another bedroom within the Apartment Community, subject to Landlord's consent in writing, which is at Landlord's sole and absolute discretion. Even if Landlord agrees to the transfer, you will still be liable for all of the Rent and other obligations under this Lease unless Landlord specifically agrees in writing to release you. Landlord's consent to one or more transfers will not be a waiver of Landlord's rights of consent to any future transfer.

If the Apartment consists of more than one Bedroom, Landlord has the right, when any Bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied Bedroom unless you and all other residents in the Apartment agree to pay Landlord, as part of your respective Rent, the rent due and other charges due for such unoccupied Bedroom. The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Lease.

- c. **Eligibility.** To be eligible for occupancy in the Apartment Community, you must be enrolled at an Educational Institution, or an employee of an Educational Institution, including but not limited to, Metropolitan State College of Denver, University of Colorado at Denver, Community College of Denver, or Rocky Mountain College of Art and Design (hereinafter "the Colleges") for resident instruction or continuing education as an undergraduate, for a minimum credit load of six (6) credits per semester for at least two (2) semesters of a traditional academic year, or as a graduate student, for a minimum credit load of five (5) credits per semester for at least two (2) semesters of a traditional academic year. By signing this lease, you authorize Landlord to regularly verify your eligibility based on enrollment at the Colleges. This eligibility requirement may be waived by the Landlord at any time, without notice to resident or guarantor, at the Landlord's sole discretion.
- d. **Condition on Starting Date.** A Unit Condition Form will be provided to you at the time you move into the Premises. By 5:00 p.m. on the day following the day on which you move into the Premises, you must provide Landlord the Unit Condition Form indicating any defects or damages in your Premises; otherwise, it shall be a binding admission that the items described in the Unit Condition Form are acceptable and in good condition, and you will be responsible for defects or damages that may have occurred before you moved into the Premises. Except for what you indicate to Landlord in writing on the Unit Condition Form, you accept the Premises and the fixtures, appliances and furniture in the Bedroom in their "AS-IS" CONDITION, WITH ALL FAULTS, UNLESS PROHIBITED BY LAW, LANDLORD MAKES NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISIES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT. Landlord specifically disclaims and you specifically waive any warranty or covenant of quiet enjoyment. **You specifically acknowledge that no condition exists in the Premises that make the Premises materially dangerous or hazardous to your life, health, or safety.**
- e. **Maintenance, Alterations and Repairs**
 - i. You are responsible for, and will take good care of, the Premises and the furniture in the Premises and Common Areas. You will not remove any of Landlord's 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 without Landlord's prior written consent. You are required to repay Landlord, within ten (10) days after Landlord sends you an invoice, for the cost of all repairs made necessary by you or your guests or the negligent or careless use of the Premises or any part of the Apartment Community, including, without limitation, damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom; damage to furniture, appliances, doors, windows or screens; damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage from you or your guests (this includes damages that may have been made to the Apartment Community by other residents of the Apartment Community if Landlord cannot determine who was responsible for the damages). If you prepay, any overpayment will be applied against any amount that you owe Landlord, and the remainder will be returned to you. If your prepayment was less than the costs incurred, you will pay Landlord that amount within ten (10) days after Landlord sends you an invoice. Your obligation to pay the charges described in this paragraph will survive after the termination of this Lease. 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. Damage caused by smoking tobacco or other products is not considered normal wear and tear.
 - ii. Except in the event of an emergency, if you have a request for repairs or services to the Premises, the request must be in writing to Landlord. In case of malfunction of utilities or smoke detectors or damage by fire, water, storm, or similar cause, you must immediately notify Landlord. In case of malfunction of air conditioning or heating equipment, you must notify Landlord as soon as

Resident's Initials

possible. Additionally, you are required to promptly notify Landlord in writing of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to the health or safety of you or others. Once Landlord receives the notice, Landlord shall 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 expressly authorized by law. You may never disconnect or intentionally damage a smoke or carbon monoxide detector or remove the battery of a smoke or carbon monoxide detector without immediately replacing the battery with a working battery.

iii. Landlord may temporarily turn off the equipment and/or interrupt utilities to your Bedroom, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in Landlord's sole judgment. Landlord will not be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because Landlord is making repairs, alterations or improvements to the Premises, the Building or the Apartment Community. If you request any repairs, and Landlord approves such request, the repairs will be completed during Landlord's usual working hours unless you request in writing that such repairs will be completed during other hours, in which case Landlord will use reasonable efforts to accommodate that request. If Landlord approves such request, you will have to pay in advance any additional charges resulting from such request.

iv. **BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT LANDLORD IS NOT LIABLE TO YOU OR YOUR GUESTS AND YOU EXPRESSLY, INTENTIONALLY, AND KNOWINGLY WAIVE ALL CLAIMS AGAINST LANDLORD FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, STORM, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES, EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE, OR LOSS IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. LANDLORD URGES YOU TO OBTAIN YOUR OWN INSURANCE FOR LOSSES DUE TO SUCH CAUSES.**

v. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Premises and Apartment Community. To prevent or minimize the occurrence and growth of mold, you hereby agree to the following:

You shall (a) remove any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings and bathroom fixtures; (b) mop up spills and thoroughly dry affected Areas as soon as possible after occurrence; (c) use exhaust fans in kitchen and bathroom when necessary; (d) keep climate and moisture in the Apartment Community at reasonable levels; and (e) not block any heating, ventilation or air-conditioning ducts.

You shall regularly clean and dust the Premises and shall keep the Premises, particularly the kitchen and bath, clean and dry.

You shall promptly notify Landlord in writing of the presence of any of the following conditions:

- A water leak, excessive moisture or standing water inside the Premises or any Common Areas.
- Mold or mildew growth in or on the Premises that persists after you have tried to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox or a combination of water and bleach.
- A malfunction in any part of the heating, air-conditioning or ventilation system in the Bedroom or common areas.
- Any inoperable doors or windows.

You shall be liable for damages sustained to the Premises and your personal property as well as any injury to you or others as a result of your failure to comply with the terms of this subsection.

vi. You agree to take reasonable steps in order to prevent any bed bugs within the Premises and Apartment Community. To prevent or minimize the chance, you hereby agree to the following:

a. **Description.** Bedbugs are wingless parasites about 1/5 of an inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, generally at night while the host is sleeping. During the day, bedbugs generally hide in crevices such as seams in mattresses and box springs, bed frame cracks, behind picture frames, and inside furniture and upholstery.

b. **Growing Problem.** In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bedbug infestations are becoming more common and can be found even in first-class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.

c. **Inspection Before Bringing Items to Apartment and After Overnight Travel.** To prevent bedbug infestations, you agree that before move-in and/or bringing new items to the Premises, and after overnight travel outside the Premises, you will inspect all luggage, bedding, clothing, and personal property and carefully scrutinize and consider the history of any used furniture before bringing it to the Premises. You should be mindful that furniture found discarded in or around dumpsters or elsewhere may have been discarded because of a bedbug infestation. You agree to allow us to do the same upon request. If we have a concern about possible infestation, we may (but are not obligated to) either prohibit you from bringing the item into the Premises and building, or require you to have the item treated at your expense before the item is brought into the Premises or building.

d. **Your Notification to Us of Infestation.** You agree immediately to notify us of any condition in the Premises indicating a bedbug infestation, such as itchy welts on your skin, bedbugs (whether alive or dead), blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed, or a sweet odor.

e. **Bedbug Treatment.** Bedbug treatment is challenging. It requires your cooperation, professional treatments over several weeks, and requires treatment and/or discarding of furniture, clothing, and personal property. Because of the difficulty of bedbug extermination, and because of the risk that bedbugs could spread into other apartments, you agree that if bedbugs are found, you immediately will contact us, and further agree that you will not attempt to personally exterminate bedbugs. You agree to notify us and you further agree that we have the right to choose and manage the extermination with professional assistance of our choice.

f. **Bedbug Prevention.** The following bedbug prevention tips will help you reduce your risk of bedbugs:

- i. Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- ii. Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- iii. Use a plastic cover over your mattress. Bedbugs can't hide on the plastic cover.
- iv. If you purchase used furniture, examine it for bedbugs. Pay attention to used mattresses and bed frames.
- v. Keep your bed isolated. Make sure to pull the bed away from the wall. Move nightstands so that they don't touch any part of the bed or bedding. Don't let bedding touch the floor. And don't put things on the bed (clothes, bags, shoes).
- vi. Check your own bed for bedbugs from time to time. Catching them early will make treatment easier.
- vii. If you do see bedbugs or signs of bedbugs, notify your building's management immediately.

g. **Protect Yourself While Traveling.** Many times bedbugs get into peoples' homes after traveling. Whether you stay in a hotel or at a friend's house, you can bring bedbugs home with you. Here are a few tips of what to do while traveling to keep bedbugs from hitching a ride home with you:

- i. Look over the bed and bedding for any signs of bedbugs.
- ii. Another sign of them, other than physically seeing them, is the detection of feces. The feces are usually light brown to black in color and have a peculiar smell similar to coriander.
- iii. Do not leave clothes on the floor or lying out on your bed. Put your clothes in the closet, dresser drawers, or keep them inside your luggage.
- iv. Keep your luggage zipped up at all times, with or without clothes inside.
- v. Keep your luggage off the floor. Put it on a luggage stand, a chair or in the closet.
- vi. When you return home, immediately launder your clothes and vacuum your luggage. Immediately dispose of the vacuum bag.
- vii. Any toys, diapers, paper towels, tampons, sanitary napkins or other foreign object(s) found in the plumbing/sewer drainage system will be removed at your expense.

f. **Move-out Condition/Abandoned Property.** When you vacate the Premises, whether at or prior to the Ending Date, the Premises, including all windows, bathrooms, kitchen appliances and furniture, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, you will be liable for reasonable charges to complete any necessary cleaning, repair or replacement. If you desire a final walk-through inspection with Landlord, you must notify Landlord in writing seven (7) days prior to your scheduled move out date. If you do not, you agree to accept Landlord's assessment of damages and charges when Landlord inspects the Premises. If any of your property remains in the Premises after you vacate the Premises or after the Ending Date, that property is deemed to be abandoned by you and Landlord can take such action as Landlord desires, without Landlord being liable to you. In addition, in the event any personal property is so abandoned, you will be regarded as holding over in the Premises without Landlord's permission, and Landlord may resort to any and all remedies and proceedings available under applicable law, including, but not limited to, evicting you, disposing of all the abandoned property in any manner permitted thereby and recovering all related damages, costs and expenses, including attorneys' fees that Landlord may incur.

g. **Furnishing and Appliances.** Landlord will furnish your bedroom and shared living/dining areas (if applicable). Bedroom furniture may include a mattress, box spring, bed frame, desk, desk chair, and dresser. Living/dining area furniture may include a sofa, side chair, entertainment center, and coffee table, kitchen table and chairs, mini refrigerator, and microwave. Furniture supplied will vary depending on unit type selected. No other furnishings or appliances will be provided. You assume full responsibility for said furnishings and appliances and agree to return same to Landlord at the expiration of the term hereof in as good a condition as when received, normal wear and tear excepted. You shall be responsible for all loss, breakage or other damage or destruction to the items furnished to your unit and bedroom, and to the common facilities. You also shall have non-exclusive use (at times scheduled by Landlord) of all the common facilities at the Apartment Community, including dining areas, laundry facilities, social lounges, business center, and the fitness center. From time to time, the common facilities may be closed for repairs, renovations, special events, or during holiday periods at Landlord's sole discretion. You shall not receive a rent credit or refund because of said closed periods.

2. **LEASE TERM.** This Lease starts on the Starting Date at 12:00 noon, and ends at 12:00 noon on the Ending Date, however you may not occupy your Premises until this Lease and other required documents have been fully signed by all parties. In the event that the Landlord is unable to accommodate the resident on the start of the Lease Term the Landlord will provide outside accommodation or compensation for the day(s) the Premises is not available.

If you intend to permanently leave the Premises prior to the Ending Date of the Lease Term and you want Landlord to return to you any remaining Security Deposit, you must provide Landlord with thirty (30) days advance written notice and the specific date you will be leaving. In addition, you must pay all rent through the Ending Date of the Lease Term by the time that you move out of the Premises or make arrangements with the Landlord to pay on a monthly basis. If you fail to do this before moving out, or if you fail to make agreed-upon payments at any time thereafter, you will be deemed to have abandoned the Premises and to be in default under this Lease and Landlord will have the remedies described in this Lease. Informing Landlord about your leaving without delivering written notice to Landlord is not sufficient. Landlord can withhold your Security Deposit as set forth by law unless all payments through the Ending Date of the Lease Term have been made.

In the event you fail to fulfill the entire term of your Lease of the Premises, Landlord, at its election, has the following options:

- (a) Without terminating this Lease, Landlord may retake possession of the Premises and relet the same to another resident, in which case, you shall be responsible for all costs incurred by Landlord in retaking possession of the Premises and restoring them to good order and condition. In addition, you shall continue to be responsible for Rent on a monthly basis through the Ending Date of the Lease Term. In the event Landlord obtains a new resident for the Premises, your liability under this paragraph shall be reduced by the amount of Rent received from the new resident.
- (b) Alternatively, Landlord may terminate this Lease, in which case, Landlord may immediately recover from you, as damages for loss of the bargain and not as a penalty, all future monthly Rent, which will be automatically accelerated for the remainder of the Lease Term without notice or demand from Landlord, plus all costs incurred by Landlord in retaking possession of the Premises and restoring them to good order and condition..

The fact that you are not a student or not attending any of the area colleges does not release you from the Lease or limit your liability under the Lease.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice or the date on which Landlord notifies you to leave the Premises, you will owe Landlord (in addition to the Rent set forth in this Lease) an extra fee in the amount of \$75.00 per day for the extra time that you stay in the Premises (such sum is payable daily in advance), plus all of Landlord's damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover.

3. **RENT AND ADDITIONAL CHARGES.** You will pay Landlord the Rent (and any other fees or charges which are payable by you at the same time installments of Rent are payable) on or before the date on which it is due and without Landlord having to make demand for payment. All checks should be made payable to the Landlord indicated on page 1 of the Lease. The Rent is payable at Landlord's office at Landlord's Address (or at such other place as Landlord may notify you in writing). **Except as expressly authorized, you have no right to withhold or offset any part of your Rent for any purpose, even as the result of any acts beyond the control of the Landlord, or to reduce any Rent payable to Landlord by any of your costs or damages.** At Landlord's option, Landlord can require that all money payable to Landlord be paid in either certified or cashier's check, money order or personal check. In addition, if any one (1) of your personal checks for Rent is returned to Landlord due to insufficient funds, Landlord will require that all money payable to Landlord be paid in either certified funds or cashier's check or money order. Cash will not be accepted.

- a. **Regardless of whether it is a holiday or weekend, Rent is due on the first (1st) day of each month. Rent is late if Rent is received by Landlord any time after the fourth (4th) day of the month, and Landlord will charge you (and you agree to pay) late charges equal to \$100 on the fifth (5th) of the month.** In addition, you agree that if rent is not paid by the fifth (5th) of the month, Landlord will temporarily deactivate your meal plan until your account is current. You agree that these late charges are a reasonable estimate of the damages Landlord will sustain as a result of your failure to timely make the required payments and are not intended as a penalty. You also agree to pay a \$20.00 charge or the maximum amount allowed by law, whichever is less, for each returned check plus the above late charges until Landlord receives acceptable payment.
- b. At Landlord's option and without notice to you, any payment that Landlord receives may be applied to any of your obligations which may or may not constitute Rent (including Meal Plans), regardless of whether or not you have made notations on checks or money orders and regardless of when or how the obligation came about.

- c. While Landlord is not required to do so, Landlord can accept partial payment of Rent, but Landlord does not waive Landlord's rights to collect and enforce the payment of the remainder of such Rent.
- d. You are liable for all costs or charges associated with Landlord having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rules and Regulations (the "Rules and Regulations"), which are attached to this Lease as Exhibit A.
- e. If you make payment in response to an eviction notice or demand for rent/possession after the 3-day demand period expires, you owe Landlord \$350 for eviction administrative fees and attorneys' fees. The eviction administrative fee is not a late fee or penalty; it is in addition to any charges due under the Lease.

4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease, you must deposit with Landlord the Security Deposit (this may have been paid at the time you completed your application for this Lease) as partial security for all of your obligations under this Lease. **The Security Deposit will not be Landlord's limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear," the amount of delinquent payments of Rent and other charges and late charges may be deducted by Landlord from the Security Deposit. If the Security Deposit is reduced because Landlord has applied all or part of it to your unpaid obligations, you agree that you will deposit with Landlord, within three (3) days after written demand by Landlord, the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease, but Landlord can use, at Landlord's discretion, all or any part of the Security Deposit for any of your unpaid obligations. You agree that Landlord has sixty (60) days after the later of (a) expiration or termination of this Lease, or (b) surrender and acceptance of the Premises, to return any unused portion of the Security Deposit, without interest, to you by regular United States mail at your last known address. Except as required by applicable law, all interest on such security deposit shall accrue to the benefit of Landlord. Along with that return, Landlord will provide to you a description and itemized listing of deductions that Landlord has made from the Security Deposit. If Landlord sells the Apartment Community and your Security Deposit is transferred to the new owner, Landlord will notify you by mail of such transfer and will not have any further liability to you for the return of all or any portion of the Security Deposit and you must look to the new owner for return of the Security Deposit.

5. **UTILITIES.** Landlord agrees to furnish the following utilities and services: gas, water, sewer, trash removal from designated collection points, Internet and basic cable television services. Landlord also agrees to incur the costs associated with furnishing the electricity. In recognition of the national energy conservation efforts, you agree to use the utilities in a conservative, and economic manner. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages or inconvenience to person or property from the interruption of any utility service, and such interruption shall not constitute an eviction, allow an abatement of Rent or relieve you from fulfillment of any covenant or agreement of this Lease.

6. **LIABILITY/INDEMNITY.** Neither Landlord nor its respective employees, agents, directors, owners, officers or affiliates, will be liable to you or any of your guests for injury, damage, claims or loss to person or property caused by the criminal conduct of other persons, including without limitation, theft, burglary, assault, vandalism or other crimes, or your personal conflict with your roommates or other residents of the Apartment Community. Neither Landlord nor its employees are responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between potential or selected roommates. Except as required by applicable law, Landlord shall have no duty to remove ice, sleet, snow, water or debris in or around the Apartment Community, but Landlord may do so in whole or in part, with or without notice to you. **EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE LANDLORD, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS AND ITS RESPECTIVE EMPLOYEES, OFFICERS, OWNERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY/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 OR YOUR GUESTS, IN OR ABOUT THE BEDROOM, THE PREMISES, 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 YOUR GUESTS, ANY AND ALL RISKS ASSOCIATED WITH USING THE PREMISES, THE APARTMENT COMMUNITY, THE APARTMENT COMMUNITY'S RECREATIONAL AND ATHLETIC FACILITIES OR OTHER AMENITIES THAT ARE GRATUITOUSLY SUPPLIED FOR YOUR USE. UNLESS PROHIBITED BY LAW, YOU WAIVE ANY INSURANCE SUBROGATION RIGHTS OR CLAIMS AGAINST AGENT, OWNER, AND THEIR INSURERS.**

YOU HEREBY AGREE TO INDEMNIFY LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THE RELEASED PARTIES MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENT, RECKLESS OR CRIMINAL ACTS OR OMISSIONS, WILLFUL MISCONDUCT, OR VIOLATION OF THIS LEASE OR THE LAWS OF THE CITY AND COUNTY OF DENVER OR STATE OF COLORADO.

7. **DEFAULT.** You are in default of this lease if:
- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease;
 - b. You or your guest(s) violate this Lease; the Rules and Regulations or other Exhibits to this Lease; any apartment or amenity rules or fire, health or criminal laws, regardless of whether an arrest or conviction occurs;
 - c. Any of the utilities, which are payable by you, or the other residents of the Apartment are not paid on a timely basis or are disconnected;
 - d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (you agree 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 (5) consecutive days while unpaid Rent is due and payable);
 - e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to Landlord;
 - f. You are convicted of a felony or misdemeanor 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 by applicable law;
 - g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not Landlord can establish possession, Landlord may refer any violation to the police);
 - h. You create a nuisance or disturbance within the Premises or the Apartment Community; or
 - i. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease or the Rules and Regulations;
 - j. You fail to purchase a Meal Plan each semester during the term of this Lease in accordance with Exhibit B;
 - k. You keep in your bed space, the apartment or any location at the property, any (1) hand-gun, firearm, air gun, implement of martial arts, or weapon of any type, (2) any explosive, flammable or any extra hazardous substance or device, or (3) any other article or thing of a dangerous nature, not usually and customarily used for individual residential living purposes.

8. **REMEDIES.** If you are in violation of this Lease, Landlord 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 in this Lease and to the extent permitted by applicable law, do any or all of the following:

- a. Temporarily deactivate your meal plan until your account is brought current;
- b. Forfeit your Rent Concession Discount during the entire Lease Period, and revert your rent to the Market Rent amount as set forth in this Lease immediately. References to monthly rent in the Lease for calculation of any sums due will not include the amount of the concession. The total rent concession discount for the Lease Term is a monthly rent discount of one-hundred and fifty dollars (\$150) off the monthly market rent prorated for partial months of the term;
- c. Collect any fine imposed by the Rules and Regulations;
- d. Bring a legal action against you to collect past due Rent and any other damages Landlord has incurred because of your violation of this Lease;
- e. Terminate your right to occupy the Premises and institute an action for eviction, without terminating the Lease or your monetary obligations for the Premises, by giving you written notice providing three (3) days for you to cure the violation or leave, and which notice and opportunity to cure shall be the same as and not in addition to any notice and opportunity to cure under applicable law or, when applicable, terminate your right to occupy the Premises by giving you a three (3) day written notice to quit;
- f. Bring a legal action against you to collect all unpaid Rent and other sums which would become due at the Ending Date of the Lease or until another person takes occupancy (and then, Landlord can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense Landlord incurred to relet the Premises);
- g. Report all violations to credit reporting agencies.

The exercise of any remedy by Landlord shall not be deemed to exclude or waive Landlord's right to exercise against you any other right or remedy that Landlord might have. After Landlord gives you notice to leave the Premises, or if Landlord files an eviction suit, even if Landlord accepts Rent or other sums due, such acceptance does not waive or diminish Landlord's continuing rights of eviction or any other contractual or statutory right unless Landlord specifically agrees to it in writing. **Landlord and you agree that any action or proceeding arising out of or in any way connected with this Agreement, regardless of whether such claim is based on contract, tort, or other legal theory, shall be heard by a court sitting without a jury and thus you hereby waive all rights to a trial by jury.**

If you default and Landlord retains legal counsel or you are turned over for collection or to a collection agency, you are liable for and shall pay all collection costs and legal costs incurred by Landlord, including Landlord's reasonable attorneys' fees and costs, from the date any such matter is turned over to an attorney and regardless of whether suit is commenced or not, in connection with your default. In any action, proceeding, or suit (collectively "suit") between Landlord and you, you agree to and shall pay all costs incurred by Landlord and Landlord's Agent, including reasonable attorneys' fees if Landlord is the prevailing party in any suit. Suit shall have the broadest possible interpretation and shall specifically include but not be limited to any suit to collect any rent, amounts, or damages owing by you under this Lease, to enforce any provision of this Lease, any governmental agency action including any fair housing claim (if permitted by law), any litigation concerning your security deposit, or any other proceeding, between Landlord and you to enforce this Lease, arising from this Lease, or in any way connected with this Lease or your tenancy at the Premises. Notwithstanding anything to the contrary in this paragraph of Lease, Landlord and you agree that the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under C.R.S. § 13-40-101 et seq., their reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this paragraph or Lease, Landlord and you agree that the Court shall not award either party attorneys' fees and costs in any warranty of habitability lawsuit, including but not limited to any action brought under or pursuant to C.R.S. § 38-12-501 et seq.

8. **LANDLORD'S RIGHT TO ENTER.** In the event of an emergency, or if any resident of the Apartment has placed a work order with Landlord, or if it is otherwise impractical to provide any required notice, Landlord and its respective agents, employees, repairers, services and representatives may, without notice, at any time, enter the Premises for any lawful reason that Landlord deems to be reasonable. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). With one (1) day prior notice to you, Landlord can also enter the Premises to show a Bedroom or the Premises to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents or to perform maintenance or pest control. Any such entry by Landlord does not constitute an eviction or entitle you or any resident of the Bedroom to abatement of Rent.
9. **INTERRUPTION OF SERVICES, FORCE MAJEURE, FIRE OR OTHER CASUALTY.** In the event of the interruption of any services necessary to your occupancy in the Premises, the Building or the Apartment Community, or the cessation of access to the Premises, the Building or the Apartment Community arising out of any event that can be neither anticipated nor controlled by Landlord (Force Majeure or otherwise), or, if, in Landlord's sole judgment, the Premises, the Building or the Apartment Community are materially damaged by fire or other casualty, Landlord may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If Landlord terminates this Lease, and you did not cause the cessation of access or loss, Landlord will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. Landlord shall have no duty to relocate or otherwise compensate you for any costs or expenses incurred as a result of termination of this Lease. If Landlord determines that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if Landlord has elected not to terminate this Lease, Landlord will, within a reasonable time, rebuild the damaged improvements. During such restoration or reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the cessation of access or fire or casualty, in which case there shall be no reduction of Rent.
10. **SUBORDINATION.** The lien of any Lender(s) of loans secured by the Apartment Community will be superior to your rights as a Resident under this Lease. Therefore, if Landlord violates the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. Your rights under this Lease are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules and policies, which Landlord adopts for the Apartment Community, including without limitation, the Rules and Regulations attached as Exhibit A. These rules and policies are considered to be a part of this Lease and Landlord can revise, change, amend, expand or discontinue the rules and policies at any time at Landlord's sole discretion by posting thirty (30) days notice on a bulletin board or other area that Landlord designates for notices to residents or by written notice to you.
12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale, Landlord will be released from all of Landlord's obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.
13. **RESIDENT INFORMATION.** If you or the Guarantor has supplied information to Landlord by means of a rental application or similar instrument, you represent that all such information is true and correct and was voluntarily and knowingly given by you and the Guarantor. If such information is false or materially misleading, then Landlord shall have the option to terminate this Lease upon three (3) days notice to quit. You shall promptly notify Landlord in writing of any subsequent change in the information provided by you on your Rental Application. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, then you agree that Landlord can provide such information.
14. **LIABILITY OF RESIDENTS.** Each resident of the Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas; however, only you are liable for the lease obligations relating to your Bedroom and the payment of

your Rent and other payment obligations under this Lease. You are not liable for any of your fellow residents' obligations as to their bedroom or their rent payable to Landlord.

15. **LIABILITY OF LANDLORD.** If Landlord violates this Lease, before you bring any action against Landlord for such violation, you must first give Landlord written notice of the nature of Landlord's violation and allow Landlord thirty (30) days to cure the alleged violation. In any lawsuit or claim brought against Landlord by you, the prevailing party shall be awarded reasonable legal fees and costs.
16. **SAFETY. LANDLORD DOES NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE AS EXHIBIT D.** None of Landlord's safety measures are an express or implied warranty of security or a guarantee against crime or of a reduced risk of crime. Landlord is not liable to you or any of your guests for injury to persons or damage or loss to property caused by criminal conduct of other persons. Landlord is not obligated to furnish security personnel, security lighting, security gates or fences or other forms of security, and Landlord can discontinue any of such items provided at any time without notice. You are responsible for your own safety and security.
17. **HAZARDOUS SUBSTANCES.** You shall not cause or permit any Hazardous Substance (as defined below) to be brought upon, kept, produced or used in or about the Premises, the Building or the Apartment Community, without the prior written consent of Landlord, with the exception of small quantities of household cleaners of types typically found in a residential apartment, which are permitted, but then only to the extent such items are used in compliance with the manufacturer's instructions and all applicable laws. If you breach the obligations stated in the preceding sentence, or if the presence of Hazardous Substances in or about the Premises, the Building or the Apartment Community caused or permitted by you results in contamination of the same, or if contamination of the Premises, the Building or the Apartment Community otherwise occurs for which you are legally liable to Landlord for damage resulting therefrom, then you shall indemnify, defend and hold Landlord and the Released Parties harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution of value of the Premises, the Building or the Apartment Community, as applicable, damages for the loss or restriction on use of rentable or usable space of any amenity of the Premises, the Building or the Apartment Community and sums paid in settlement of claims, attorneys' fees, consultant fees, expert fees, removal, clean-up, demolition or restoration work) that arise during or after the lease term as a result of such contamination. "Hazardous Substance" means any hazardous or toxic substance, material or waste, including, but not limited to, pesticides, poisons, illegal drugs, antifreeze, solvents, gasoline and other petroleum products.
18. **GENERAL.** With regard to all provisions of this Lease, time is of the essence (this means that timing is very important in the performance of all matters under this Lease, and all deadlines will be strictly enforced). Your execution of this Lease confirms that you are not entitled to rely on oral promises, representations or agreements made by Landlord or any of its representatives, and that this Lease is the entire agreement between the parties. Landlord makes no representations or warranties that all residents of the Apartment Community will be students. Landlord's representatives (including management and leasing personnel, employees and other agents) have no authority to waive, amend or terminate this Lease or any part of it and have no authority to make promises, representations or agreements that impose duties of security or other obligations on Landlord. All Lease obligations are to be performed in Denver County. Unless this Lease clearly states otherwise, all sums owed by you are due upon demand. Landlord's delay in enforcing, or failure to enforce, Landlord's rights shall not be a waiver under any circumstances of Landlord's future right to enforce such rights. Omission of initials as indicated throughout the Lease will not invalidate this Lease. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles or sections.
19. **PHOTOGRAPHIC RELEASE.** You consent to the use of any photograph or photographic image taken of you while in any public spaces, grounds, offices at the Apartment Community, or any events and activities in the Community or otherwise. You understand that your photograph or photographic image will be used for nothing other than legitimate business purposes. You hereby grant the Apartment Community and assigns, those acting with its authority and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise and use, re-use, publish, and re-publish photographic portraits or pictures of you or in which you may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with your own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, marketing, trade, or any other legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless the Apartment Community and assigns, and all persons acting under its permission or authority from any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced by the Apartment Community, its officers, employees, attorneys, representatives, insurers and assigns from any and all demands, cause of action and/or judgments of whatsoever nature or character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of your photograph or photographic image. This release contains the entire agreement on this subject matter between the parties and will be binding upon and inure to the benefits of the successors and assigns of the undersigned.
20. **FAIR HOUSING.** Landlord is dedicated to honoring all fair housing laws. Landlord will permit reasonable accommodations and modifications as required by fair housing laws. Prior to making any modifications, Landlord and you may be required to enter into a modification agreement to govern the approval and implementation of any modifications as well as restoration obligations, if any. You agree that requests for reasonable accommodations and modifications are facilitated when made in writing and agree to make all such requests in writing when possible. You acknowledge that Landlord has written forms to facilitate fair housing requests and that Landlord will assist you in any fair housing matter upon request.
21. **LEGAL ADVICE.** You acknowledge that this is a legal and binding contract and that you have been instructed to seek legal advice if you do not understand any provision herein.
22. **LANDLORD/NOTICES.** Any notices you need to send to Landlord under this Lease are to be delivered to Landlord, attention "General Manager." Landlord's address for this purpose is described on page 1 of this Lease.
23. **SIGNATURES BY FACSIMILE AND ELECTRONIC SIGNATURES.** You and Landlord agree that signatures by facsimile and electronic signatures are legal and binding and carry the same force and effect as original signatures.
24. **SPECIAL PROVISIONS.** The following special provisions have been added to and are a part of this Lease:

N/A

AGREEMENT:

RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND THAT RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE.

LANDLORD (check one):

- THE REGENCY: AURARIA'S STUDENT HOUSING COMMUNITY, LLC, or**
- The Villas at The Regency, LLC**

RESIDENT:

By: General Manager

Signature

By:

Signature

THE REGENCY: AURARIA'S STUDENT HOUSING COMMUNITY, LLC AND THE VILLAS AT THE REGENCY

**EXHIBIT A
COMMUNITY RULES AND REGULATIONS**

The following Rules and Regulations are a binding part of the Lease between Landlord and Resident. Landlord provides these Rules and Regulations for your benefit and the benefit of the other residents of the Apartment Community. Please understand that any violation of one of these Rules and Regulations by you or your guest(s) constitutes a violation of the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease.

1. USE AND CONDITION OF PREMISES/MAINTENANCE

- 1.1. Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. Landlord will provide mini blinds on windows. Resident may not remove such mini blinds or install draperies over the blinds. Residents shall not hang or erect anything on or about the interior of the common Premises or the Apartment Community, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises (other than for small nail holes in walls for hanging pictures) or the Apartment Community without the prior written consent of Landlord. Posters should be secured to walls using pushpins or thumbtacks. Framed pictures or heavy wall hangings should be secured using proper hanging hooks that do not penetrate through the entire dry wall boards. Decals and stickers (with the exception of security ID stickers) are prohibited on walls, windows and surfaces in the Premises and the Apartment Community. No article, sign, poster, decoration or thing may be hung or placed on the outside of the Premises or displayed on the inside of the Premises so as to be visible from the outside of the Premises. Darts and dartboards are not permitted in the Premises and the Apartment Community. Landlord may, at its sole discretion, require the removal of anything deemed to be potentially offensive to other Residents or guests.
- 1.2. Damage to property, including but not limited to, paint, plaster, walls, appliances, doors, cabinets, carpets, floors or furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather, will be the responsibility of Resident. Resident may not remove any of Landlord's furniture, equipment or appliances from the Premises and in no event shall such items be placed in such a way that they block or in any way impede passage of others.
- 1.3. All light bulbs and tubes must be operational at the time Resident vacates the Premises. Colored bulbs are not allowed as a replacement of Apartment fixtures. Colored bulbs can only be used as replacements for resident purchased light fixtures.
- 1.4. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
- 1.5. Residents may not, distribute post or hang any signs, flyers, posters or notices in any portion of the Apartment Community without the approval of Landlord.
- 1.6. No electrical or telephone wiring may be installed within the Premises. Absolutely no holes may be drilled within the Premises (including, without limitation, outside or inside walls, roof, windows or balcony railings).
- 1.7. Locks may not be changed or added by a Resident without prior written permission of Landlord, which permission may be withheld in Landlord's sole discretion. Locks and the appropriate key (card) s and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with Landlord. All keys and, if applicable, gate cards, must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
- 1.8. Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Residents are requested to notify Landlord of any such activity.
- 1.9. Resident must take care not to unintentionally trigger the overhead fire sprinkler system in the Premises. A simple depression of the sprinkler head may result in a total draining of water from the system. Landlord will not be responsible for any damage incurred from such situations. Resident will be responsible for all damages caused to the property.
- 1.10. Resident must dispose of all trash and recycling items in the proper bins in various collection areas in the Apartment Community. Do not leave trash around the outside of the Premises or in the Apartment Community. No hazardous substances may be disposed of in the trash containers (including, but not limited to, pesticides or poisons), but must be disposed of as required by applicable health and safety regulations and codes. Landlord will impose a reasonable fine for violation of this provision as well as for any littering by Resident or Resident's guests. Resident assumes all costs of fumigation and extermination of infestation occurring during the Resident's tenancy as a result of Resident's failure to comply with this policy or for any other reason caused by Resident.
- 1.11. Resident must conserve the use of utilities of the Premises. Resident must turn off utilities if Resident leaves the Premises. Unless we instruct Resident in writing otherwise, Resident must, for twenty-four (24)-hours a day during freezing weather, (a) keep the Premises heated to at least 50 degrees F.; (b) keep cabinet and closet doors open. Resident is liable for damage to Resident's property and the property of others if the damage is the result of the utilities being turned completely off or because of broken water pipes due to a violation of these requirements.
- 1.12. Pets are not allowed in the Premises. Prohibited pets include all mammals, reptiles, birds, fish and insects. Guide or assistive animals required for the safety of Residents or guests are permitted within the Apartment Community. The following rules shall apply to a violation of this policy:
 - a. First violation: A written warning will be issued to Resident specifying the complaint, a \$250.00 charge will be assessed against Resident, and Landlord may, in its discretion, declare Resident to be in default under the Lease. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement.
 - b. Second violation: Landlord will declare Resident to be in default under the Lease and in addition to any remedies available under the Lease or applicable law, Resident will be responsible for any and all damages caused by the unauthorized pet including, but not limited to, furniture cleaning and carpet cleaning and/or replacement.
- 1.13. Dangerous substances and chemicals (including, without limitation, automobile batteries, gasoline, acids and similar materials) are prohibited in the Apartment Community.
- 1.14. Weapons including, but not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nunchucks, switchblades, explosives, ammunition and dangerous chemicals are not permitted in the Premises or the Apartment Community at any time.
- 1.15. Residents are not permitted to construct lofts, wall partitions or any similar structure or place waterbeds or other liquid filled furniture in the Premises or the Apartment Community without the prior written consent of Landlord which consent may be withheld in Landlord's sole discretion.
- 1.16. Throwing, dropping or hanging any and all objects from windows and balconies (including, without limitation, balls, frisbees, paper gliders, etc.) in the Apartment Community is expressly prohibited.
- 1.17. Locks may not be altered, changed or added by Resident under any circumstances. Keys are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited. Resident will be charged \$20.00 for each key that is damaged or misplaced. If Resident becomes locked out of their room, Resident will be charged \$20.00 for a replacement key. If resident provides Landlord a functioning key within one (1) hour of receiving the replacement key, management may waive the replacement key fee. Resident

may be charged \$100.00 to rekey the Premises due to a lost key. Landlord may, from time to time and without prior notice, change locks on apartments in the Apartment Community for security purposes. In such case, Resident will be instructed to exchange keys at Landlord's office. In the event of any missing apartment keys, the responsible tenant shall pay for the lock change of the entire apartment. Resident shall immediately notify Landlord if any door or window lock in his/her bedroom becomes inoperable. Landlord holds the right to adjust key replacement, room let in, etc. policies by providing written documentation to resident or by posting letter in common space for 30 days.

- 1.18. Items that could be assumed to be stolen property, such as construction barriers, street signs and newspaper machines, are not permitted in the Premises or the Apartment Community at any time.
- 1.19. Bicycles must be kept in the bicycle storage area. Bicycles may not be locked to or kept on any stairwell or balcony railing.
- 1.20. Resident shall notify Landlord of any necessary repairs to the bedroom or any common area of the Apartment Community as soon as possible after the discovery thereof. Resident shall be responsible for keeping all drains in his or her bedroom unit free of things that may tend to cause clogging. Water leaks, faucet drips or slow drains shall be immediately reported to Landlord. Resident shall not make any maintenance requests of maintenance personnel or workmen.

2. GUESTS/DELIVERIES

- 2.1. It is understood that Resident may have visitors or guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident and that guests must adhere to the Rules and Regulations and respect the rights of other residents. Residents will be held responsible for the conduct of their visitors or guests. No guests or visitors will be provided access through the gate outside of normal business hours Monday-Friday from 9am-5pm. All guests must be accompanied at all times by Resident on premises and Resident is responsible for Resident's guests' access to the community. Landlord reserves the right to change business hours and gate access policy in its sole discretion.
- 2.2. No guest may visit overnight for any period exceeding two (2) nights in a one-month period. All overnight guests must be approved by all residents occupying the apartment including, but not limited to shared common spaces. If a Resident allows a guest to visit overnight in the Resident's Bedroom for a period of time that exceeds two (2) nights in a one-month period, unless previously approved in writing by Landlord, Resident will be found in violation of the Lease. Resident will be charged \$75 per night, per guest. This Guest Fee will be applied to the Resident's monthly bill.
- 2.3. Resident must notify Landlord of any expected guest(s), delivery service (with the exception of food deliveries), maid service, etc. In order to gain entry into the Apartment Community, any guest, delivery service, etc. must obtain permission from Landlord which permission requires a form of identification (e.g. social security number, birthday). Otherwise Landlord may deny access into the Apartment Community and into the Premises. No key will be given to any guest, delivery service, etc. without prior written permission of Resident and Landlord reserves the right to deny providing key access in its sole discretion. Packages must be delivered to a resident's name with "attention to" the guest. The Landlord may, at its sole discretion, return packages to the delivery service if receiving packages for non-residents or if the resident fails to pick up a package within 48 hours. Resident authorizes the Apartment Community to sign for Resident's parcel packages. All responsibility for said packages will fall solely upon Resident. The Apartment Community is not responsible for any lost or stolen items.
- 2.4. No guests or visitors shall be allowed in the recreational areas unless accompanied by Resident.
- 2.5. It is understood that Resident may have visitors or guests eat in the Dining Hall, but Resident understands that Resident may not use his or her meal plan for guest meals. Residents will be held responsible for the conduct of their visitors or guests in the Dining Hall, and Resident agrees that in order for guests to eat in the Dining Hall, he or she must either pay by cash, credit card, or the declining balance of their Resident.
- 2.6. Resident will not have more than two (2) guests, and the Apartment Community reserves the right to limit guests at any time. Resident must register guests at the reception desk. Resident must accompany and remain with guests in the pool area at all times.

3. COMMON AREAS

- 3.1. Use of Common Areas within the Apartment Community shall be governed by the Lease, these Rules and Regulations, and the rules and regulations posted in the Common Areas, and use of the Common Areas shall be at the risk of Resident and Resident's guests. No guest shall be permitted in the Common Areas unless Resident is also present. Resident does hereby indemnify Landlord and holds Landlord harmless against all claims for personal injury sustained by Resident or Resident's guests in their use and enjoyment of the common areas or other provided facilities and amenities. Glass containers pose a serious risk of injury and are **PROHIBITED** anywhere on the Common Areas of the Apartment Community. **OPEN CONTAINERS OF ALCOHOLIC BEVERAGES ARE PROHIBITED IN THE COMMON AREAS AT ALL TIMES.**
- 3.2. Driveways, sidewalks, courts, halls, entry passages, elevators, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles or any other structure. Landlord may remove any bicycle from such areas and a \$25.00 removal fee will be charged to the owner of the bicycle. Landlord will not be liable for damage or loss of any bicycle.
- 3.3. Dining, laundry, computing and business center facilities are for the sole use of Resident and residents of the Apartment Community.
- 3.4. The landlord reserves the right to rent out common areas for exclusive use including but not limited to, private events, private parties, fundraising events, and for such other purposes the Landlord deems fit. At such time the Landlord may and can restrict access to such common areas to the residents.

4. SWIMMING POOL POLICIES

Resident will comply with all swimming pool rules and restrictions now in effect or created in the future. These include, but are not limited to the following:

- 4.1. No lifeguard or other safety personnel will be on duty at the swimming pool at any time. Resident or Resident's guests swim at his or her own risk. The Apartment Community is not responsible for accidents or injuries.
- 4.2. The pool area is for the exclusive use for Resident and Resident's guests.
- 4.3. An adult must accompany persons under the age of 14.
- 4.4. Resident or Resident's guests will not run, jump or otherwise play in an unsafe manner in the pool area.
- 4.5. Resident will not have more than two (2) guests, and the Apartment Community reserves the right to limit guests at any time. Resident must register guests at the reception desk. Resident must accompany and remain with guests in the pool area at all times.
- 4.6. The Apartment Community does not allow breakable items in the pool area.

- 4.7. If Resident or Resident's guest has skin abrasions, an infectious disease or any other similar condition Resident or Resident's guest will not use the pool.
- 4.8. Resident must wear appropriate bathing attire. The Apartment Community does not permit thongs, t-backed or other such suit styles.
- 4.9. Resident will keep pool gates closed and latched at all times.
- 4.10. Persons with incontinence are required to wear a waterproof covering.
- 4.11. Resident or Resident's guests will not have alcohol at the pool.
- 4.12. The Apartment Community does not allow diving.
- 4.13. The Apartment Community is not responsible for lost or stolen articles.
- 4.14. The Apartment Community opens and closes the pool at its discretion.

5. FIRE SAFETY

- 5.1. All grills and smokers are prohibited within the Premises or in the Apartment Community. Resident is responsible for any damages caused by violation of this rule.
- 5.2. Seasonal decor must be of a non-flammable nature. Live-cut Christmas trees are not permitted within the Premises.
- 5.3. Residents may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped or other similar vehicle in the area of the Apartment Community.
- 5.4. Space heaters, halogen lamps and other similar appliances are prohibited in the Apartment Community. Major appliances such as keg coolers, personal washers and dryers and other appliances that use excessive amounts of electricity and/or create excessive heat are prohibited in the Apartment Community.
- 5.5. Fireworks are not permitted in the Apartment Community at any time.
- 5.6. The intentional sounding of any smoke alarm is prohibited. Resident must not disconnect or intentionally damage a smoke or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for reporting any malfunctioning smoke or carbon monoxide detectors to Landlord.
- 5.7. Resident shall immediately call 911 in the event of a fire emergency.
- 5.8. In the event of an alarm, Resident is to vacate the Premises immediately. Landlord's staff will instruct residents when they will be allowed to return to the Premises.

6. VEHICLES/PARKING

- 6.1. Parking is by permit only in specified areas. Possession of a parking permit does not guarantee the availability of a parking space.
- 6.2. Vehicles in use in the Apartment Community parking areas may not exceed a speed of (10) miles per hour.
- 6.3. There are limited designated guest parking spaces within the Apartment Community. Violators will be towed without notice at owner's expense and sole risk.
- 6.4. Residents and/or guests cannot park in reserved parking spaces unless assigned such spaces, in writing, by Landlord.
- 6.5. Improperly parked vehicles are subject to being towed without notice at the vehicle owner's expense and sole risk.
- 6.6. If Landlord provides Resident with a vehicle identification number (decal), Resident must place it in the lower left hand corner of the front windshield of Resident's vehicle (if applicable) or rearview mirror. Resident must give up the vehicle identification sticker when Resident moves out of the Apartment Community.
- 6.7. Resident cannot wash cars or other vehicles on the Apartment Community grounds unless there is a designated car wash area. Resident cannot repair or perform other mechanical or maintenance work on any vehicle within the Apartment Community.
- 6.8. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing without notice at the expense of the vehicle's owner.
- 6.9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a Resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap identification required by applicable law; blocks another vehicle from exiting or entering; is double parked; is parked in a fire lane or designated "no parking area"; or is parked in a space marked for or assigned to other resident(s). Violations will result in the vehicle being ticketed or towed at the vehicle owner's expense. Landlord is not responsible for damage that may occur during towing.
- 6.10. Call Landlord to report a parking violation. Landlord may notify the towing company, which will, in accordance with applicable law, tow the vehicle without notice to the owner or operator of the vehicle and at the expense of the owner and operator of the vehicle.

7. OTHER RULES AND REGULATIONS/PROHIBITIONS

- 7.1. Neither Resident nor Resident's guests may make or permit to be made any loud, disturbing or objectionable noises in the Apartment Community. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents or Landlord's agents. Landlord reserves the right at any time to fine, contact Guarantors or declare Resident in violation of the Lease due to excessive noise and disturbances. Landlord and/or its agents on duty are the sole judge of excessive volume levels and reserve the right to enforce these rules.
- 7.2. Neither Resident nor Resident's guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents or Landlord's agents.

- 7.3. Any general noise disturbances, e.g. noise from parties, machinery, etc., should be reported to Landlord (during business hours) or the answering service (after hours). The answering service will be instructed to contact the appropriate management personnel to handle the disturbance.
- 7.4. Landlord has and reserves the right to exclude guests or others who, in Landlord's sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community or disturbing other residents, neighbors, visitors or representatives of Landlord. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as a Resident's guest.
- 7.5. Neither Resident nor Resident's guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct; (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, including Landlord or Landlord's agents; (iii) interfering with management; (iv) canvassing or soliciting business or contributions; (v) operating a business or child care service within the Premises or Apartment Community; (vi) storing anything in closets having gas appliances; (vii) tampering with utilities or utility systems; (viii) bringing hazardous materials into the Apartment Community or (ix) using candles, incense or kerosene or gas lamps in the Premises or Apartment Community.
- 7.6. Neither Resident nor Resident's guests will be allowed to engage in the following prohibited activities: (i) possessing, using, selling or manufacturing illegal drugs or drug paraphernalia, such as bongs, hash pipes, blow tubes and water pipes; (ii) engaging in or threatening violence; (iii) possessing a weapon (unless authorized by law); (iv) hazing or (v) possessing kegs and other beverage containers larger than for single consumption purposes. Any violation shall be a default under the Lease, and in addition to any remedies under the Lease or applicable law, Landlord shall have the right to notify the police and confiscate any prohibited items.
- 7.7. Neither Resident nor Resident's guest are allowed in restricted access areas. Any Resident or Resident's guest who is caught in a restricted access area of the building (including, but not limited to, the kitchen, the basement and the penthouse) or any Resident or Resident's guest caught attempting to gain access to a restricted area of the building will be assessed a \$500 fee and may be, at the Landlord's discretion, prosecuted criminally. Additionally, Resident will not be given a warning for this type of policy violation, but will be deemed immediately in violation of his or her lease. At the Landlord's discretion, the Resident involved may be evicted from the Apartment Community immediately. If the Resident is evicted from the Apartment Community for policy violations he or she will remain responsible for his or her rent payments, meal plan payments and any other tenant fees or fines for the remainder of his or her lease, subject to the terms of the lease.
- 7.8. Residents and Resident's guest are not permitted to smoke within the Premises or Apartment Community at any time, except in designated areas. A fee of \$250 will be assessed to any Resident who is either caught smoking or if there is evidence that smoking has taken place within the Premises or Apartment Community. Resident's guests found in violation of this policy may be banned from the community and the Resident will be assessed the \$250 fee applicable to guest's actions.
- 7.9. Neither Resident nor Resident's guests are allowed to take food or beverages outside of the dining and seating area due to the fact that The Atrium is an all-you-can-eat establishment.
- 7.10. Residents and guests are required to comply with all federal, state and local laws, rules and regulations and their College's Student Code of Conduct. Any violation may be a default under the Lease.
- 7.11. Resident has been informed of the dangers of harmful viruses and diseases. Landlord has recommended Resident receive vaccines. Resident agrees not to hold landlord or its respective employees, agents, directors, owners, officers or affiliates responsible if Resident contracts any virus or disease.
- 7.12. It is understood that Resident may have visitors or guests eat in the Dining Hall, but Resident understands that Resident may not use his or her meal plan for guest meals. Residents will be held responsible for the conduct of their visitors or guests in the Dining Hall, and Resident agrees that in order for guests to enter the Dining Hall, he or she must either pay by cash, credit card, or the declining balance of their Resident. Resident may not permit another Resident to use his or her meal plan.

FINES FOR EXHIBIT A VIOLATIONS

The following steps shall be taken and apply to any and all violations of the Community Rules and Regulations at the sole discretion of the Landlord:

- A. First violation: A written warning notice will be issued to Resident specifying the complaint and violation in the form of an incident report form or letter and a \$50 fine may be levied and applied to the Resident's monthly bill. At the Landlord's discretion, a copy of this notice may be sent to Resident's Guarantor.
- B. Second violation: A written notice will be issued to Resident specifying the complaint and violation in the form of an incident report form or letter and a \$100 fine will be levied and applied to the Resident's monthly bill. At the Landlord's discretion, a copy of this notice may be sent to Resident's Guarantor.
- C. Third violation: A written notice will be issued to Resident specifying the complaint and violation in the form of an incident report form or letter and a \$200 fine will be levied and applied to the Resident's monthly bill. At the Landlord's discretion, a copy of this notice may be sent to Resident's Guarantor.
- D. Any Additional violations: A written notice will be issued to Resident specifying the complaint and violation in the form of an incident report form or letter and a \$300 fine will be levied and applied to the Resident's monthly bill and eviction action may begin. At the Landlord's discretion, a copy of this notice may be sent to Resident's Guarantor. Please understand that any and especially repeated violations of these Rules and Regulations by you or your guest(s) constitutes a violation of the Lease and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease and provided by law.

NOTE: ALL FINES LEVIED AND ACTIONS TAKEN ARE AT THE DISCRETION OF THE LANDLORD AND APPLY TO ALL VIOLATIONS OF THE RULES AND REGULATIONS WITH THE EXCEPTION OF THE NO PET RULE EXPLAINED IN PAGE 1, SECTION #12, ITEM A, THE NO SMOKING RULE EXPLAINED IN PAGE 4, SECTION 8, AND THE NO TRESPASSING RULE EXPLAINED IN PAGE 4, SECTION 7.

SERVICE REQUESTS

The Apartment Community offers twenty-four (24)-hour response to emergency service requests. Call 911 in case of fire and other life threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call Landlord (the answering service will answer) and explain the situation after you call 911. The answering service will be instructed to contact the proper service personnel. For normal service requests, please call during normal management office hours.

MODIFICATION OF RULES AND REGULATIONS

Residents and guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord deems necessary. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to Resident or posted in a public area of the Apartment Community used for such purposes. Resident is responsible for its guest's compliance with all of these Rules and Regulations. Landlord will not be responsible to Resident for failure to cause compliance by any person with these Rules and Regulations.

SECURITY ACKNOWLEDGMENT AND RELEASE.

BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS:

Resident's initials at the end of these Rules and Regulations indicate that Resident will, upon move in, inspect the Premises and determine to Resident's satisfaction that the smoke and carbon monoxide detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is Resident's responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact Landlord if Resident has any questions. Under all circumstances, Resident should assume that electronic and mechanical systems may malfunction and realize that the persons responsible for them are capable of making mistakes.

Resident understands that Landlord cannot guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord to continue furnishing them. Landlord assumes no duties of security except to proceed with reasonable diligence to repair such existing systems after Landlord has received written notice of malfunction. Resident must understand that any personnel or any mechanical or electronic devices that we are providing (courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates, (if any), etc.) cannot be relied upon by Resident as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems, and criminals can circumvent systems designed to deter or prevent crime. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Accordingly, Resident hereby releases Landlord and its respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, it being understood that none of such persons or entities are insurers or Guarantors of Resident's or Resident's guests' safety or that of Resident's property in the Apartment Community. **RESIDENT IS RESPONSIBLE FOR RESIDENT'S OWN SECURITY AND FOR THE SECURITY OF RESIDENT'S GUESTS AND HIS/HER PROPERTY.**

BY INITIALING THESE RULES AND REGULATIONS, RESIDENT CONFIRMS THAT RESIDENT HAS READ THESE RULES AND REGULATIONS AND FULLY UNDERSTANDS THEM. THESE RULES AND REGULATIONS ARE A PART OF THE LEASE AND THEY APPLY TO RESIDENT'S GUESTS. RESIDENT ALSO CONFIRMS THAT RESIDENT UNDERSTANDS THAT IF RESIDENT OR RESIDENT'S GUESTS VIOLATE THESE RULES AND REGULATIONS, RESIDENT IS IN VIOLATION OF THE LEASE.

Resident's Initials

**THE REGENCY: AURARIA'S STUDENT HOUSING COMMUNITY, LLC
OR
THE VILLAS AT THE REGENCY, LLC**

EXHIBIT B ADDENDUM

MEAL PLAN AGREEMENT

In accordance with your Lease Agreement you have agreed to purchase a meal plan each semester during the Term of your Lease. You understand you are obligated to purchase a Meal Plan each semester during the term of your Lease even if your chosen Meal Plan is revised during the Term of your Lease. Meal plans are available during the Fall and Spring semesters only. All meal plan fees must be paid in full prior to the start of each semester and are non-refundable.

CHECK ONE

1. This is an Addendum ("Addendum") to the Lease dated _____, 20__ (the "Lease"), by and between The Regency – Auraria's Student Community Housing, LLC (hereinafter, "Landlord"), and _____ (hereinafter, "Resident") and shall replace the previously executed Exhibit B Addendum in its entirety.

2. This is an Addendum ("Addendum") to the Lease dated _____, 20__ (the "Lease"), by and between The Villas at The Regency, LLC (hereinafter, "Landlord"), and _____ (hereinafter, "Resident") and shall replace the previously executed Exhibit B Addendum in its entirety.

For your meal plan, please enclose a check (can be combined with rent) and make payable to
The Regency Student Housing, or pay online at <http://www.regencystudenthousing.com/payment.php>.

Meal Plans have Two Components:

Access to the Atrium Dining Hall and a Declining Balance to spend for Guest Meals, and at The Rail Convenience Store

Meal Plan Options For the Fall 2016 and Spring 2017 Semesters (**August 22, 2016 - December 17, 2016 and January 16, 2017 – May 13, 2017**). **Prices below are per semester.**

PLEASE CHOOSE ONE:

Regency & Villas Residents:

- 19 Meals per week, \$100 Declining Balance per semester - \$1,775
(\$5.42 per meal - Best Deal)**
- 15 Meals per week, \$100 Declining Balance per semester - \$1,675
(\$6.47 per meal – Great Deal)**
- 10 Meals per week, \$100 Declining Balance per semester - \$1,575**
- 7 Meals per week, \$100 Declining Balance per semester - \$1,375**
- 5 Meals per week, No Declining Balance - per semester - \$995**

Villas Residents Only:

- \$150 Flex Plan – per year**

Resident Name:

Signature:

Date:

**THE REGENCY: AURARIA'S STUDENT HOUSING COMMUNITY, LLC AND THE VILLAS AT THE REGENCY
EXHIBIT C
GUARANTY AGREEMENT**

THIS CONTINUING GUARANTY ("Guaranty"), dated as of the Lease Contract Date ("Basic Terms" section), is made by the Guarantor in connection with a LEASE AGREEMENT executed by Regency Student Housing, LLC and/or Villas at the Regency, LLC ("Landlord") and Resident ("Basic Terms" section), a copy of which is attached.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Lease, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Lease and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Lease or in the performance of any other duties or obligations of the Resident contained in the Lease, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Lease as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Lease by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications or amendments to the Lease or extensions, renewals, or apartment reassignment of or during the Lease Term or Renewal Terms shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions or changes to the Lease or Renewal Agreements.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Landlord's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Resident's default or violation under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference to the Lease or in handling or pursuing any of Landlord's rights under the Lease.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Lease. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Lease and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Lease. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease or Resident's lack of sufficient legal capacity to enter into the Lease. Failure of Landlord to enforce the Lease or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.
5. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Lease. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Lease. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with this Lease. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease. The absence of a copy of the Lease attached hereto shall not affect the validity or effectiveness of this Guaranty. Any married person who signed this instrument expressly agrees that recourse may be had against his or her separate property for all of his or her obligations under this agreement. If any term, provision, covenant, or condition or any application is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all provisions, covenants, and conditions and all applications not held invalid, void, or unenforceable will continue in full force and will in no way be affected. Section headings in this Guaranty are included for convenience of reference only and do not constitute a part of this Guaranty for any other purpose. This document is the full scope of the agreement; the Guarantor agrees that no oral representations have been made pursuant to this agreement.
6. **CONTINUING GUARANTY; TRANSFER OF NOTE.** One advantage of leasing with the Landlord is the ability to unilaterally transfer to and from the Regency Student Housing, LLC and/or Villas at the Regency LLC, should the Resident desire to do so. This Guaranty is a continuing guaranty and will remain in place when the Resident transfers from one property of the Landlord to another. An additional Guaranty will not be executed for the new property. There will be no material change in the Guarantor's obligation, and the Guarantor will be subject to the provisions of this Guaranty Agreement and the Lease regardless if the Resident changed properties.

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

GUARANTOR:

Name

Employer

Home Address

Employer Address

Cell Phone

Home Phone

E-Mail Address

Signature:

Employer Telephone

Driver's License # / State Issued

SS#:

Date:

THE REGENCY: AURARIA STUDENT HOUSING COMMUNITY, LLC AND THE VILLAS AT THE REGENCY

EXHIBIT D

SAFETY GUIDELINES

Landlord would like for you to be aware of some important guidelines for your safety and the safety of your guests and your property. Landlord recommends that you consider following these guidelines, in addition to other common sense safety practices:

INSIDE YOUR BEDROOM

1. Lock your doors and windows even when you are inside.
2. Use your night latches or dead bolt locks on the doors when you are inside.
3. When answering the door, see who is there by looking through a window or peephole. If you do not know the person, then first talk with him or her without opening the door. Do not open the door if you have any doubts.
4. Do not give out keys, gate or lock combinations.
5. Do not put your name, address or phone number on your key ring.
6. If you are concerned because you have lost your key or because someone you distrust has a key, ask Landlord to rekey the locks. Landlord will be happy to accommodate you, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, then call Landlord.
8. Check your smoke and carbon monoxide detectors monthly for dead batteries or malfunctions.
9. Check your door locks, window latches and other security devices regularly to be sure they are working properly.
10. Immediately report the following to Landlord-in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke and carbon monoxide detectors and alarm systems; and
 - Any malfunction of other safety devices outside Your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close mini blinds at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR BEDROOM

13. Lock your doors when you are gone.
14. Close and latch your windows when you are gone, particularly when you are on vacation.
15. Tell your roommate(s) when you will be gone for any extended periods of time.
16. Do not walk alone at night.
17. Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
18. Do not give entry codes or electronic gate cards to anyone.
19. Use lamp timers when you go out in the evening or go away on vacation.
20. While on vacation, have your newspaper delivery stopped.
21. While on vacation, have your mail temporarily stopped by the post office.
22. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

YOUR VEHICLE

23. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
24. Whenever possible, do not leave items, such as tapes, CD's, wrapped packages, briefcases or purses, in your car in view.
25. Do not leave your keys in the car.
26. Carry your key ring in your hand while walking to your car whether it is daylight or dark and whether you are at home, school, work or on vacation.
27. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
28. Check the backseat before getting into your car.
29. Do not stop at gas stations or automatic teller machines at night or anytime when you suspect danger.

PERSONAL AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always be aware of your surroundings, and always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. Landlord disclaims any express or implied warranties of security to the fullest extent permitted by applicable law.

THE REGENCY: AURARIA STUDENT HOUSING COMMUNITY, LLC AND THE VILLAS AT THE REGENCY

EXHIBIT E

ADDITIONAL PARKING PROVISIONS

Please furnish the following information regarding your vehicle:

Your Name:

Driver's License Number: State: License Plate Number:

Vehicle Make: Model: Year: Color:

If you would like to decline your option for a parking space, please indicate below by checking the cancellation box, and initialing in the space provided. By canceling your parking option, you realize that you will not have a parking space at the Apartment Community.

I would like to decline the parking option: (Please initial)

The following rules and regulations are in addition to the Rules and Regulation in Exhibit A, and you agree to abide by them:

1. When you move in to the Premises, Landlord will issue a parking permit, which must be properly displayed.
2. Vehicles may not be parked in a fire zone, next to a dumpster, by the curb, in any reserved parking space not assigned to the resident or any place other than designated parking spaces.
3. Vehicle repairs and maintenance are not permitted at the Apartment Community.
4. Landlord can tow any vehicle that does not have a parking decal. Landlord can also tow any vehicle that is not properly parked in a designated parking space and/or that is in violation of these rules and regulations. The owner of this vehicle will be responsible for all costs and expenses of the towing.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE ADDITIONAL PARKING REQUIREMENTS AND AGREE TO BE BOUND BY THEM.

EXHIBIT F

STUDENT COMPUTER & NETWORK USER POLICY

Resident is responsible for providing Firewall, Anti-Virus, and Spy ware Software for his or her personal computer.

I understand that the following activities are forbidden and may subject me to loss of my computer access.

- 1) I will not Attempt to circumvent or subvert system or network security measures.
- 2) I will not engage in any activity that might be harmful to systems or to any information stored thereon, such as creating or propagating viruses, disrupting services, or damaging files.
- 3) I will not use the Apartment Community's computing resources for private profit.
- 4) I will not make illegal copies of copyrighted software, published materials or music, store such copies on the Apartment Community's systems or transmit them over the Apartment Community's networks.
- 5) I will not intentionally impede the legitimate use of computing facilities by other people.
- 6) I will not use E-Mail to harass, intimidate, or otherwise annoy another person.
- 7) I will not use facilities, including printers, for junk mail or mass mailings.
- 8) I will not waste computing resources, including printing excessive amounts of paper.
- 10) I recognize that the Apartment Community disclaims responsibility for loss of data, time delay, system performance, software performance or any other damages arising from the use of the Apartment Community's computing facilities.
- 11) I will not use the Apartment Community's computing facilities for any unauthorized or illegal purpose, such as creation or deliberate introduction of a computer virus, destruction or alteration of data owned by others, destruction or alteration of computing facilities, interference with legitimate access to computing facilities or harassment of users of such facilities at the Apartment Community or elsewhere, unauthorized disruption of the Apartment Community's computing facilities, attempts to discover or alter passwords or to bypass security systems in the Apartment Community's computing facilities or any other computing facilities.
- 12) Computers are to be plugged directly into the wall plate. I understand that if I plug in any type of device other than a computer and it is determined that the device caused a network problem, I will be held responsible for paying all fees associated with fixing the problem.

Individuals using the Apartment Community's computer network without authority, or in excess of their authority, are subject to having all of their activities on this system monitored and recorded by system personnel.

I understand that usage of the Apartment Community's network may be monitored. I agree to such monitoring and further agree that if it reveals possible evidence of criminal activity, system personnel may provide this evidence to law enforcement officials.

I have read and understand the above policy and agree to be bound by its terms.

Signature: Date:

Print your name:

THE REGENCY: AURARIA STUDENT HOUSING COMMUNITY, LLC AND THE VILLAS AT THE REGENCY

EXHIBIT H

SHUTTLE BUS RELEASE AND WAIVER

I understand that The Regency: Auraria Student Housing Community, LLC and The Villas at The Regency, LLC (collectively, hereinafter referred to as “The Regency”) have arranged transportation, free of charge, for my convenience to and from Auraria’s Higher Education Center Campus. As such, I understand The Regency is relying on my full release for its Agreement to provide the transportation services to me. I also acknowledge that I am riding in the vehicles voluntarily, of my own free will.

I, the undersigned Passenger, in consideration of the furnishing of services, time, skills, transportation, vehicles and other related costs and expenses being arranged and provided, hereby agree to forever release, discharge, and hold harmless The Regency, its operators and contractors, vehicles owner(s) and/or lessor(s) as applicable, and each of their respective divisions, parents, subsidiaries, member organizations, affiliates, chapters, officers, directors, agents, employees, volunteers, contractors, insurers, heirs, assigns, and successors in interest, any and all persons or entities who referred me to The Regency, of any and all claims, demands, liability, (under the law of any state or country), fees, expenses, and costs of any kind whatsoever that I may have or claim to have on account of or in any way related to or arising from, directly or indirectly, the proposed transportation, the cancellation or delay of the transportation, and/or the failure to provide return transportation. My release specifically includes, but is not limited to, any and all alleged negligent acts, errors, omissions of any of the released persons or entities and any property loss. In addition to economic damages, costs, and expenses, this release also specifically covers any and all injuries, deaths, and conditions of health, whether or not immediately apparent following the transportation, or which may at any time thereafter develop. Further, this release includes any liability as it relates to my attendance, tardiness or otherwise any issue as it relates to my inability to attend any scheduled classes. The passenger understands that The Regency will attempt to keep a working schedule; however, The Regency is not responsible for any delayed and/or missed pickup or drop off times. As evidenced by my signing this release, I regard the services, time, skills, transportation, vehicles, and other related costs and expenses being furnished to me as significant, material, and valuable consideration in exchange for this release, and I value this consideration as a significant, material factor in my well-being and physical prosperity. I have read and fully understand this document. I understand that I have, and continue to have, the right to obtain legal advice from an attorney of my choice.

This Agreement shall be binding upon all the heirs at law, assigns, and successors in interest of all parties hereto. This Agreement may be enforced by any party hereto and/or by any person or organization released in this Agreement. I agree that this Agreement shall be governed and interpreted by the laws of the State of Colorado.

Signature:

Date:

Print your name: