

LEASE AGREEMENT

For and in consideration of the rent to be paid and the premises (the "Premises") to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Resident agree as follows:

SUMMARY OF LEASE TERMS:

Name of Apartment Community: The Wynwood Apartments (the "Community") **Date:** 10/5/22
Address of Apartment (Unit): 3461 SW 2nd Ave, Gainesville, FL 32607 **Unit: to be determined**
Floor Plan Type: 1 Bedroom x 1 Bath-A **Unit Status:** Elite **Furniture Status:** Furnished **Lease Status:** New **Maximum Occupants:** 1
Resident Name(s):
1 THIS IS A SAMPLE LEASE 2 3
Landlord: Gator Apartment Investor LLC ("us", "we" or "our")
Management: L3 Campus, LLC ("Management")
Management Office Address: 3461 SW 2nd Ave, Attn: Leasing Office Gainesville, FL 32607
Lease Term: Lease Start Date: August 19th, 2023 **Lease End Date:** July 31st, 2024
Lease Type: This is a joint and several lease.

SUMMARY OF RENT:

The Base Rent for this Lease shall be:

\$ 15,780.00 is the total rent amount due for the term above to be paid in full, without proration, demand or set off in the following installments:

\$ 1,200.00 due on August 1 st , 2023	\$ 1,200.00 due on September 1 st , 2023	\$ 1,200.00 due on October 1 st , 2023
\$ 1,200.00 due on November 1 st , 2023	\$ 1,200.00 due on December 1 st , 2023	\$ 1,200.00 due on January 1 st , 2024
\$ 1,200.00 due on February 1 st , 2024	\$ 1,200.00 due on March 1 st , 2024	\$ 1,200.00 due on April 1 st , 2024
\$ 1,200.00 due on May 1 st , 2024	\$ 1,200.00 due on June 1 st , 2024	\$ 1,200.00 due on July 1 st , 2024

Other charges and fee may apply. Please see Utilities & Services for additional recurring fees

Resident understands the lease start and end date and installment due dates as stated above, in the Summary of Lease Terms. Resident recognizes and agrees to promptly pay full rental installment amounts on or before the scheduled due dates. Rental payment installments are not prorated and do not deviate in any way from the schedule outlined above.

Resident(s) Initials

- Term.** The term of this Lease ("Term") shall begin at **12:00 p.m.** on the lease start date above and terminate at **11:59 a.m.** on the lease end date above, unless lease dates are hereafter adjusted. This Lease continues regardless of whether Resident is transferred, ceases to be enrolled, or for any other reason Resident is unable to continue occupancy of the Premises, and Resident's obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it. Landlord may opt to require Resident to schedule a move in appointment in order to take possession of the unit.
- Premises.** Landlord does hereby lease unto Resident and Resident hereby leases from Landlord a room or suite accommodation (the "Unit") in the apartment community known as The Wynwood Apartments, Gainesville, FL consisting of a unit of the floor plan type selected above at the address shown above.
- Furnishings.** Landlord is not responsible to provide any furniture, unless it is agreed on by both parties in writing in this agreement in the "Summary of Lease Terms". If the furniture option is agreed on it will include for each bedroom: **a bed, mattress, dresser, desk, and desk chair**; and for the unit **a sofa, coffee table, and entertainment stand**. Furniture is included in the Elite rate only. If furniture is selected in an Upgraded apartment an additional **\$45 per bedroom** will be due and payable with each installment amount in the "Summary of Rent" section above and is subject to the same terms as rental installments. If Apartment is furnished Resident does not have the right to remove any furnishings, and Landlord is not obligated to remove or store any furnishings. Resident is responsible for full replacement cost of the furniture if damaged.
- Security Deposit.** Resident shall deposit with Landlord the sum of **\$200** for the faithful performance of Resident's promises and duties contained herein (the "Security Deposit") to be due at lease signing. Subject to the provisions of Section 83.56(5), Florida Statutes, if Resident fails to pay any part of this deposit payment, or any due rental installment prior to taking possession of the unit Landlord has the option to view this as default of the agreement and Landlord has the sole option to terminate the Lease. If Landlord chooses to terminate for this reason Landlord will notify Resident via email, to the email address Resident provided on Resident's rental application. Landlord shall not be required to pay any interest to Resident upon the Security Deposit. Landlord may charge and deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by Landlord as a result of Resident's nonpayment of rent or non-fulfillment of the term of this Lease Agreement; (2) any damages to the Premises for which Resident is responsible; (3) any unpaid bills which become a lien against the Premises due to Resident's occupancy; (4) any costs of re-renting the Premises after a breach of this Agreement by Resident; (5) any court costs incurred by Landlord in connection with terminating the tenancy; (6) any other damages of Landlord which may then be deducted and paid from the Security Deposit under the laws of this State; and (7) a \$125 per bedroom cleaning fee (this can be increased by \$100 per bedroom if cleaning is excessive); (8) any costs for removal of garbage, debris, or abandoned personal belonging or furniture left in the Unit (this is not included in the cleaning fee); (9) any other costs to return the unit to its original condition, including paint and repair of damages, including repair of damages and paint which is beyond normal wear and tear.

If Landlord uses or applies any of the Security Deposit during the Term, Resident shall immediately replenish it to its originally required amount. Subject to the provisions of Section 83.56(5), Florida Statutes, if Resident's address is unknown to Landlord, Landlord may deduct the above amounts and shall then hold the balance of the Security Deposit for Resident's collection for a six (6) month period beginning upon the Lease End Date and delivery of possession by Resident. Subject to applicable state law, if Resident fails to make demand for the balance of the Security Deposit within the six (6) month period, Landlord shall not thereafter be liable to Resident for a refund of the Security Deposit or any part thereof. The Security Deposit is not any part of the rent herein reserved and consequently cannot be applied to the final month's rent. The Security Deposit shall be forfeited should Lessee apply or deduct any portion of the Security Deposit from the last month's rent or attempt to apply the security deposit at any time in lieu of payment of rent.



This Security Deposit shall be held without any duty to pay interest and shall be held in accordance with the laws of the state of Florida. The disclosure as required by Section 83.49(2), Florida Statutes is attached to this lease agreement as Attachment "A", Security Deposit Disclosure. Both parties hereby agree that any required notice of Landlord's intention to impose a claim for damages may be delivered via email, to the email address Resident provided on the Rental Application.

5. Rent Payments. Time of rent payment is of the essence. In the event the rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. Tender is not available as a remedy to Resident; that is, if rental payments are not paid on or before the due date, the delinquent payment of same will not cure the initial breach committed by nonpayment. Resident hereby waives any requirement of notice from Landlord to Resident that Resident is in default. If Landlord elects to accept a late payment, as of 2pm on the 5th day of the month a late fee shall be assessed to Resident of forty-five dollars (\$45). There will be an additional late fee of ten dollars (\$10) assessed daily if rent is not paid in full by 2pm. Late fees will be assessed every month that each individual Resident's account balance is above \$100 and must be included with payment. If Resident mails or delivers a payment to the office drop box outside of business hours, it must be taken into consideration by Resident that it will not be processed until the next business day and therefore a late fee may be assessed to Resident, if applicable. Resident further understands that online payments may take up to 48 hours to process, and it is the sole responsibility of Resident to initiate payment early enough to ensure it can be processed within the grace period, or a late fee will be assessed. The grace period is a courtesy, but Residents are reminded rent is still due on the 1st of every month. There will be a sixty-dollar (\$60.00) fee assessed on all insufficient fund transactions, plus all applicable late fees. The same fees apply if the payment cannot be approved due to incorrect account information, a spending limit that does not allow for such transaction, or other account issues. If Resident pays with a bank account that account must allow electronic processing. In order to be given possession of the apartment Resident must pay all balances in full, and other requirements described in this Lease Agreement must be met. Resident will bear the cost of Landlord's legal fees and expenses pertaining to non-payment and collection of rent or damage fees and understands they can be sent into collections without further notice if there is an unpaid balance at the end of the Lease Term. Landlord has the right to remind Resident of any payment due date, but it is the sole responsibility of Resident to make timely payments without any further notification from Landlord. Landlord has the right to require payments or certain types of payments to be made online via Landlord's payment portal, and to charge a nominal processing fee in accordance with company policy. Landlord is not required to accept payments at the office located on the premises of The Wynwood Apartments. If at Landlord's discretion, a check, money order, cashier's check, or credit card is accepted at the office as payment, Landlord reserves the right to charge a nominal processing fee in accordance with company policy. Landlord will not accept cash under any circumstances. Landlord has the right to apply payments to charges due based on Landlord's internal payment prioritization method, meaning regardless of Resident's intent payments will be posted first to late fees, damage charges, and so on, with the balance applied against base rent only after such charges have been paid. Resident understands that full installment payments in agreed amount and timing must be tendered on stated due date. Landlord is not required to accept partial rental installments or payments less than the amount due. Resident may prepay for future rental installment payments due. If Resident overpays their balance Landlord is not responsible to refund such overpayment. If Landlord can refund such overpayment at Resident's request, a processing fee may be charged. Resident and guarantor(s) hereby opt in to receive texts, electronic mail reminders, alerts and offers at contact info provided and waive the right to hold Landlord liable for spam as defined in the CAN-SPAM Act.

6. Utilities & Services:

Utilities and services supplied to the Premises shall be paid as follows:

	Paid By:	Usage Cap*
Electric	Resident	N/A
Gas	Resident	N/A
Water & Sewer	Landlord	\$20/occupant
Internet	Resident	N/A
Telephone	Resident	N/A
Mail Delivery and Mail Forwarding	Resident	N/A
Lawn Maintenance	Landlord	N/A
Pest Control per Florida Statute	Landlord	N/A
Trash Pickup	Landlord	N/A

I have read and understand Utilities and Services section of this Lease.

Resident(S) Initials:

***Usage Cap:** This is a monthly conservation cap. Usage cap is only applicable if water and sewer is paid by Landlord. If water and sewer is paid by resident, no cap applies. In addition to Rent, Resident shall pay to Landlord such amounts in excess of the Usage Cap stated above, within five (5) days of receipt from the Landlord of the amount of such amounts billed by the utility company in excess of the Usage Cap. In the absence of individual meters Landlord has the right to calculate usage based on square footage or number of occupants.

- a) One Time Administration Fee: In connection with the administration and processing of the lease, the administration of common area utilities, and other services provided to Resident by Landlord during the term of this Lease, Resident will be required to, and agrees to pay an Administration Fee of **\$135.00 per occupant**, due with first rental installment outlined in the Summary of Lease Terms section of this Lease Agreement. This fee applies to the term of this lease only, and Resident may be charged additional fees for future leases. These fees are non-refundable and cannot be prorated.
- b) Landlord shall be reasonably diligent in Landlord's effort to restore and maintain any utility service to the Premises which is interrupted. Resident shall be solely responsible for acquiring and maintaining, at Resident's sole cost and expense, any and all utilities, other than those specifically set forth in this section as Landlord's responsibility. As applicable in this section, any utility or service for which payment is solely the responsibility of Resident must be placed/changed into legal name of Resident immediately upon the Lease Start Date, without any further notice from Landlord.
- c) If Resident fails to place appropriate utilities and services into Resident's legal name at any time during this lease, Landlord is not required, but reserves the right, to pay outstanding utility and service bills of Resident and bill the amount back to the Resident. If this is the case, Resident waives Resident's right to receive a copy of such bill and acknowledges Resident will be charged an additional \$50.00 processing fee for each occurrence, per utility type. This fee is used to compensate Owner for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Owner for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Resident and Owner agree that the charge described above is a reasonable estimate of the costs incurred. These bills will be due within five (5) days of being posted to Resident's account or Resident will be subject to the same late fees which are described in section five (5) of this Lease Agreement. If this takes place in a month of partial residency, Resident acknowledges that Landlord will use an even daily proration method to determine Resident's responsibility and may base the final invoice amount on a previous period if there is not reasonable administrative time to allow for receipt of the final invoice.
- d) Landlord shall have the right to temporarily suspend any utility or other service to the Premises and/or Unit in order to do maintenance and/or repair and/or protect the Facility, Premises, Unit or Resident from risk of harm or loss.
- e) Neither Landlord nor its agent (regardless of the negligence of Landlord or its agent) shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, or any other utility services, or for the malfunction of machinery or appliances serving



the Premises or any part of the Facility. Neither Landlord nor Agent (regardless of the negligence of Landlord or Agent) shall be liable for injury or damage to persons or property caused by any defect in the heating, gas, electrical, water, or sewer systems serving the Premises or Facility. In no event shall Landlord or its agent (regardless of the negligence of Landlord or its agent) be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Resident hereby expressly waives all claims for such injury, loss, or damage.

- f) Resident will be responsible for any utility expenses in, and not specifically laid out in, this section as Landlord's responsibility for the full term of the Lease, from the Lease Start Date to the Lease End Date regardless of whether Resident physically occupies the Premises. Resident agrees to pay for all charges billed in accordance with this agreement before the Lease End Date. Resident will be required to provide documentation that they have taken necessary steps as detailed in this section in order to be given possession of their apartment for move-in.
 - g) Resident is responsible for paying all charges billed to Resident under this Lease. The failure to make the utility payment is material and substantial breach of the Lease and shall entitle Landlord to exercise all remedies available under the Lease.
 - h) Resident is always responsible to leave heat and air-conditioning at an adequate level so that pipes are properly heated and do not freeze, and no organic growth occurs, even when they are not in the Unit. If Resident fails to do so Resident will be fully responsible for all damages.
 - i) Resident agrees not to terminate, cut off, interfere with, or disconnect any utility sub metering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Landlord to immediately exercise all remedies available.
 - j) If Landlord decides to enter into a bulk cable and internet agreement with a local provider Landlord has the right to require Resident to buy cable and internet package from Landlord, at a fair going rate. If this is the case, Landlord may notify Resident of this via email and explain rate and terms.
 - k) Should any provision of this Utility & Services Section of the Lease Agreement be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue, and we have failed to cure such matter within a reasonable time after receipt of your notice.
7. **Use and Conduct.** Resident may use and occupy the Premises for residential student housing purposes only. Resident may not conduct any commercial enterprise in the Premises. Resident shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Resident may not have any handgun; firearm; weapon of any type; explosive, flammable or hazardous substance; or anything else of a dangerous nature in the Premises. Resident may not allow the misuse of alcoholic beverages in violation of State law or THE WYNWOOD APARTMENTS rules and regulation, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known illegal drugs and/or chemicals in the Premises by Resident or Resident's guests.
8. **Rules and Regulations.** Resident, his/her guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt.
9. **Rental Application.** In the event the Resident has submitted a Rental Application in connection with this Lease, Resident acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Resident warrants to Landlord that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Resident any damages, including reasonable attorney's fees, resulting there from. Resident acknowledges that Landlord will screen Resident and Resident's guarantor in accordance with company policies and Rental Criteria.
10. **Placement.** Resident is renting a unit of a floor plan type within the apartment community of The Wynwood Apartments. Resident may submit a preference, but this is not binding and Landlord has the right to place or relocate Resident in another similar unit or floor plan in the same apartment community if Landlord deems it necessary. If resident requests a transfer Landlord is not obligated but has the option to approve it pending availability. If approved, Resident will be responsible for a \$350 transfer fee. If transferred, and only if Resident was given New Lease Start Date which is the day after the current Lease End Date, Resident agrees to transfer in a 24-hour window when they will have access to both Units. This window will be assigned at Landlord's sole discretion within 20 days of the Lease Start Date of this Agreement. Resident will be subject to all standard move-out charges for the previous unit.
11. **Resident's Obligations.** In addition to the other obligations of the Resident under this Lease, during the term of this Lease, Resident shall:
- a) Use the Premises for residential use only and in a manner so as not to disturb Resident's neighbors;
 - b) Not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - c) Keep the Premises, including, but not limited to, the apartment, all plumbing fixtures, facilities and appliances, and yards used by Resident in connection with the Premises in a clean, safe, sanitary and presentable condition;
 - d) Comply with any and all obligations imposed upon Resident by applicable building and housing codes;
 - e) Dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse; and remove all trash, waste, and debris from the premises a minimum of once per week;
 - f) Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises. Resident is liable to Landlord for any damages caused by Resident's failure to comply with this requirement;
 - g) Be responsible for all damage, disturbance, and negligence caused by their guests to the premises.
 - h) Be responsible for cost of repairs to any clogged drains or toilets during their tenancy, caused by anything Resident has intentionally or unintentionally put down the drain or into the toilet.
 - i) Be responsible for and liable to Landlord, and not deliberately create, damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage is caused by ordinary wear and tear, acts of the Landlord, or of third parties not invitees of the Resident, and natural forces.
12. **Permitted Occupants.** Only the Resident/s listed on the Lease are allowed to occupy the Premises. If the city and building codes allow additional occupants, and Residents wish to have an additional occupant move in the Premises, the new Resident must be approved by Landlord and added to the Lease Agreement. Additional Residents must meet Landlord's Rental Criteria, and Landlord may approve or decline this request. If approved Landlord has the right to increase rental installment charges, hereafter referred to as "Roommate Rent". If Landlord finds an unauthorized occupant living in the apartment in the course of normal maintenance, inspections, etc. Landlord may charge a fine and the additional rent back to the beginning of the lease term. The Resident shall not allow or permit the Community, including any clubhouse, parking area, fitness center and other common areas, to be occupied or used by any person other than the Resident and the other persons to whom the shared living area has been assigned by Landlord.
13. **Maintenance and Repairs.** Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (i) such repairs necessitated by Resident's intentional or negligent misuse of the Premises which shall be the responsibility of Resident; and (ii) the replacement, as needed, of batteries in the smoke detectors and CO detectors, and all interior and exterior light bulbs in the Premises which shall be the responsibility of Resident. (iii) the replacement of the air-conditioning filter, which Resident is responsible to change at least once per month. If repairs are necessary due to Resident's neglect or misuse Landlord has the right to make repairs without Resident's approval and bill these repairs to Residents. Once Landlord is aware of needed repairs, they have the right to

make such repairs as soon as they see fit without further notice to Resident, and Landlord does not have any obligation to allow Resident to make such repairs. Resident shall promptly inform Landlord, or its agent, in writing, of any necessary repairs which need to be performed by Landlord. If Resident fails to notify Landlord of any issues and this leads to additional damage, Resident will be responsible for the cost of the repairs of any additional damage. Resident shall keep the Premises and the items furnished by Landlord in good and clean condition. Resident shall promptly reimburse Landlord within five (5) days for all costs for necessary repairs or replacements necessitated by Resident's intentional or negligent misuse of the Premises or any items furnished by Landlord, otherwise Resident will be subject to the same late fees described in the Rent Payment section of this Lease Agreement. Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Resident, its agents and guests, due to outstanding repairs. Landlord's sole obligation is to be reasonably diligent in Landlord's effort to execute necessary maintenance repairs. If Landlord uses a third party to make repairs, Landlord is not obligated to provide receipts, and may increase charges to account for Landlord's time spent on the matter. Landlord has the right to preform regular inspections and make repairs during the term of the lease, and charge Resident for such repairs in as timely manner. Without providing concession, Landlord has the right to make improvements to the Unit during the term of the lease, while the Unit is occupied, and will make every effort to minimize disturbance to Resident.

- 14. Acceptance of Premises.** Resident acknowledges that Resident has inspected the Premises and Resident agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. If this is a new lease, Resident also acknowledges that he/she will have the opportunity to submit a condition form to Landlord within 48 hours of move in, to document the state of the Unit at that time. If a new person is joining a renewal lease they understand that Landlord will not "turnover" the Unit, they are accepting the Unit in as is condition, and will be responsible for any damages upon inspection or move out.
 - 15. Right of Entry.** Subject to applicable state law, Landlord can enter the Premises (a) by passkey or otherwise at all reasonable or necessary times, for inspection, maintenance, housekeeping, leasing, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection, and to show the Premises to prospective residents, lender, or purchasers; (b) at any time in an emergency, without liability to Resident; (c) if Resident defaults under this Lease and abandons the Premises, and (d) if any Resident submits a service request they allow entry the apartment to complete the repairs without further notice. It's the responsibility of the Resident who put in the request to notify roommates.
 - 16. Pets.** No pets shall be allowed to be kept in or about the Premises unless Landlord, and Landlord's sole option, has approved a pet via a separate pet agreement. If a pet is approved Resident must register pet with the leasing office, provide the requested documentation, and complete all required paperwork. Resident must also pay related pet fees, deposit(s) and rent before pet is kept in or about the Premises/Unit. If pet is approved Resident hereby agrees to pay the fees without proration for the entire term of the lease and understands that any damage caused by the pet will be payable to Landlord from Resident, in addition to any fees. Pet must be current on all appropriate vaccinations, shots and registration, and owner must pick up after the pet's waste promptly or pay fees. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Nothing in this Lease shall be construed to prohibit seeing-eye dogs for the visually impaired. Unauthorized and/or unregistered pets are not allowed on the property and must be removed immediately. Landlord may remove any unauthorized pet with one day's written notice of intent to remove the pet. Landlord may turn the pet over to a humane society or local authority. If Landlord finds a pet that appears to be neglected or kept in poor conditions, they may report this to authorities.
 - 17. Alterations.** The Resident shall not make any alterations, additions or improvements in or to the Premises or paint or decorate Premises without the Landlord's consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Resident's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created. Landlord may charge Resident for all costs related to returning the apartment to its original condition.
 - 18. No Assignment or Sublease.** Resident shall not sublease the Premises nor assign this Lease nor allow anyone to occupy the Premises, unless specifically approved by Landlord in writing.
 - 19. Re-lease.** Landlord has a no lease termination policy. Upon signing the lease agreement Resident is legally obligated to all terms and conditions within. Although unfortunate, school enrollment changes or other life changes do not release Resident from financial responsibility of this agreement. In order to be released from the financial responsibilities outlined in this agreement, Resident may re-lease the Unit, or their bedroom within the Unit, to another qualified individual, pending satisfaction of Rental Criteria and approval of Landlord. In order to do so, Resident must follow the exact order of steps to re-lease outlined in 1 through 6 below:
 1. Resident is required to notify Landlord in writing that Resident intends to re-lease the Unit and pay the associated re-lease fee and execute a Termination due to Release Agreement. Landlord will not countersign this agreement until all other steps below have been completed.
 2. Resident is solely responsible for finding a qualified applicant ("New Resident") to take over the remaining term and payments of the Lease Agreement.
 3. Upon finding an applicant, notify Landlord in writing of their full name and intent. All lease signers must also notify Landlord via email that they accept this intended New Resident.
 4. Coordinate with the New Resident and Landlord to facilitate the New Resident applying, and submitting other documents needed to meet the L3 Campus application requirements.
 5. Upon application approval, this individual must sign a lease agreement containing the same terms as existing lease agreement (concessions will be forfeited) and make all required payments of fees and deposits.
 6. When the New Resident signs the lease (and the lease is initialed by all lease-signers if applicable), passes screening, pays all monies due, and takes possession of the apartment, Terminating Resident will receive the Termination Agreement counter-signed by Landlord.
- Re-lease Fees:** Resident shall pay to Landlord a per bedroom fee in the amount of \$495.00 ("Re-lease Fee") for the application and administration for Tenant to re-lease the Premises, which Re-lease Fees shall be non-refundable and cannot be prorated, regardless of timing of re-leasing. New Resident will still be responsible for application fees, administration fees, and any other fees that apply to applicants. If, at Landlord's sole discretion, Landlord agrees to "turnover" the Unit Terminating Resident will be responsible for all costs related to cleaning and repairs incurred prior to the re-lease. Security deposit will be forfeited and terminating Resident will be responsible for any lost rents due to a period needed to turn the Unit, at a maximum of ten (10) days. If Landlord does not turn the Unit there will not be an inspection and New Resident will accept the Unit in as-is condition, hence is responsible for all cleaning and damages upon move out. If Resident does not take or gives up possession prior to the Lease End Date and is not paying rent, and Landlord may release the unit and the same fees will apply.
- 20. Renewal.** If, prior to the expiration of Term, Resident executes a binding lease with Landlord for the next succeeding designated term (a "Renewal Lease"), the terms of this Lease shall continue in full force and effect until the beginning of the term provided in the Renewal Lease (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of additional rent which may be or become due and owing hereunder prior to the commencement of the New Term. Resident must also pay any damage and/or cleaning fees posted to their account within thirty (30) days, be it due to normal events or a Renewal or Transfer inspection. Landlord has the right to set a renewal deadline, by which time Resident must execute Renewal Lease. If Resident does not sign a



"Renewal Lease" by this deadline Landlord has the right to lease the Premises to another party. Landlord also has the right to deny Resident's ability to sign a Renewal Lease, based on poor payment, behavior, nuisance history, or other business reasons. If Resident signs a Renewal lease, then decides at a later date they do not wish to stay in the Renewal Lease they must go through the Re-lease steps outlined above in the "Re-lease" section and will be charged the applicable fees.

- 21. Default/Landlord's Remedies.** Subject to Florida law, in the event Resident shall fail to perform any duty or condition of this Lease within three (3) days of having received notice from Landlord to do so (except no notice shall be required for failure to pay rent by the due date thereof), then Landlord, in addition to all other rights and remedies provided by law, shall have the right, without further notice and with or without legal process, immediately to terminate this Lease and reenter the Premises or to reenter and re-lease the Premises without terminating this Lease. In the event Landlord either terminates this Lease or reenters and re-leases without terminating, Landlord shall be entitled to collect any damages resulting from Resident's default, including, but not limited to, any costs of re-renting the Premises, the difference, if any, between the actual rental at which the Premises are re-leased and the rental provided for herein for the balance of the term, and a reasonable attorneys' fee. Upon any reentry pursuant to this paragraph, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises and store such property at Resident's expense for thirty (30) days. If Resident does not claim such belongings within thirty days, they can be disposed of. If Landlord re-leases the premises, in no event will Landlord be obligated to pay Resident any excess credit amounts.

As required by Section 83.67(5), Florida Statutes:

By signing this rental agreement, the Resident agrees that upon surrender, abandonment, or recovery of possession of the dwelling unit due to the death of the last remaining Resident, as provided by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the tenant's personal property.

- 22. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Resident shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert Landlord's rights.
- 23. Eminent Domain and Casualties.** Landlord shall have the option to terminate this Lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.
- 24. Check-in and Check-out procedures.** Immediately preceding the Resident's taking possession of the Unit, Resident may conduct an inspection of the Unit and shall note on condition form any defects or damages, and any other conditions observed, and return such form to Landlord within 48 hours. Landlord and Resident shall sign the report as conclusive evidence of existing defects, damages, or conditions. Upon Resident's surrendering possession of the Unit at the termination of the Lease, Landlord shall note on Landlord's move-out inspection form the condition of the Unit, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Resident's occupancy and use of the Unit. If Resident fails to return the condition form within 48 hours of move in or fails to specifically dissent in writing to any damage or defect, the Resident waives the right to dispute any assessment of damages to the Unit. This inspection and condition form applies only to new leases, not renewal leases. If a new Resident joins a renewal lease, or a new Resident re-leases a renewal lease the Unit is being accepted by Resident in as-is condition, no inspection will be performed. Resident will not be given access to the apartment until all move-in requirements are completed. These move-in requirements include, but are not limited to, payment of any due Rental Installment, fees and deposit; submittal of proof of required utility setup and renter's insurance; and satisfaction of the Guarantor Requirement. If Resident neglects to schedule a move-in or a move out appointment with Landlord the Unit may not be ready for Resident on Lease Start Date, as Landlord must schedule turnover of the apartment. Regardless of arrangements with future Residents, Resident may not leave any furniture or personal belongings in the Unit for future Residents, and if Resident does so they may be disposed of by Landlord and Resident will be charged accordingly, unless specifically approved in writing by Landlord in advance.
- 25. Resident's Insurance.** Landlord requires that Resident carries a renter's insurance policy for the entire term of the lease. Resident agrees to release and indemnify Landlord and its agents from and against liability for injury to the person of Resident or to any members of his household, licensees, and invitees resulting from any cause whatsoever. Tenant understands that the insurance coverage purchased by Landlord is not intended to protect tenant against any loss or damage, including but not limited to: burglary, vandalism, fire, smoke or flood. Landlord is not responsible for loss or damage resulting from tenant negligence. Additionally, Landlord is not responsible for any damage to the property caused by tenant and/or all associated guests including but not limited to roommates, family members or guests, whether caused willfully, accidentally or through negligence. The policy must meet Landlord's minimum requirements. Failure to comply with this requirement is a material violation of the Lease Agreement. Resident will provide proof of such insurance to Landlord prior to tenancy and will not be given possession to the Premises until this requirement has been met.

Landlord's Minimum Renter's Insurance Requirements:

- a) Coverage of at least \$100,000 in personal liability (bodily injury and property damage) for each occurrence
 - b) The Address and Unit listed above must be listed as the location of resident insured
 - c) Landlord is listed as a certificate holder
 - d) Coverage of all furniture, television(s) and other items leased or provided by The Wynwood Apartments against theft or damage
 - e) All roommates must be listed on the policy
- 26. Resident's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Resident and whether for breach or otherwise, Resident shall: (1) schedule a move out appointment in advance per Landlord's request; (2) pay all utility bills due for services to the Premises for which Resident is responsible and have all such utility services taken out of Resident's name as of the Lease End Date; (3) vacate the Premises removing all personal property located in or about the Premises of whatever nature; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, to the same condition as when this Lease was executed, ordinary wear and tear excepted; (5) fasten and lock all doors and windows; (6) return to Landlord the keys to the Premises; (7) turn off lights and anything else with an on/off switch; and (8) notify Landlord of the address to which the balance of the Security Deposit may be returned. If Resident neglects to remove all personal property Landlord may determine at Landlord's sole discretion what is garbage and dispose of it, then remove all remaining personal property immediately and store such property at Resident's expense for thirty (30) days. If Resident does not claim such belongings within thirty days, they can be disposed of.
- 27. Holding Over.** If Resident fails to surrender the Unit by the end of the Term the Landlord may recover possession of the dwelling unit as provided by law and the Landlord may recover and bill costs to holdover Resident, including a daily Holdover Fee equal to two (2) times the monthly rent for the period during



which the Resident refuses to surrender possession. After termination or expiration of this Lease, this Lease shall not be deemed to have been renewed or extended and Resident shall be deemed to be a Resident at sufferance. Landlord will have the right to commence eviction proceedings.

- 28. Delay of Occupancy.** If occupancy is or will be delayed for construction, repairs, cleaning, or previous resident holding over, Landlord is not responsible for the delay, and the Lease Agreement will remain in force and Landlord shall have no liability but does have the sole option to delay the Lease Start Date. If this occurs, Landlord shall have the sole option to delay the Lease Start Date by up to five (5) days to allow for completion, in which case the rent shall not be abated. If occupancy is delayed further, Landlord shall have the sole option to delay the Lease Start Date by up to ten (10) days to allow for completion, in which case the rent herein shall be reduced by an amount equal to dividing the First Rental installment by thirty (30) and multiplying it by the number of days the Lease Start was delayed. If occupancy is delayed for eleven (11) or more days the rent shall not be abated, provided Landlord shall supply substitute living accommodations (which may be a hotel room comparable to Bedroom, based on a monthly rate comparable to Bedroom monthly rate, availability, and other factors as dictated by the hotel, or a temporary Unit in another location) until possession of the permanent Unit is given. In this scenario and upon request, Landlord shall provide Resident with access to one (1) 10'x10' climate-controlled storage space during the period that Resident does not have possession of the Unit. Landlord or its agents shall have sixty (60) days after the Lease Start Date in which to give possession of the Bedroom to Resident, and if possession is tendered within such time, Resident agrees to accept the Unit. In the event possession cannot be delivered within such sixty (60) day period, then this Lease Agreement and all rights and obligations thereunder shall terminate upon conclusion of the sixty (60) day period from the Lease Start Date.
- 29. Notice.** All notices required under this Lease shall be in writing and shall be deemed properly served if sent by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing:
- TO LANDLORD: THE WYNWOOD APARTMENTS 3461 SW 2nd Ave, Attn: Leasing Office, Gainesville, FL 32607
TO RESIDENT: Permanent address as provided on your application and leaving a copy at the apartment unit address as assigned.
- Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefore is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Notices shall be deemed served upon posting. Any notice given herein by personal delivery shall be deemed delivered when received.
- 30. Law Applicable.** This lease is entered into in the State of Florida and shall be construed under the laws, statutes and ordinances of such jurisdiction.
- 31. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.
- 32. Easements, Restrictions and Rights of Way.** The Premises are demised subject to all easements, restrictions and rights of way legally affecting the Premises.
- 33. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Resident and by their respective successors and assigns. All negotiations and agreements of Landlord and Resident are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Resident.
- 34. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Resident that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Resident is not in default hereunder, Resident's quiet and peaceable enjoyment of the Premises shall not be disturbed by Landlord.
- 35. Construction of Lease.** Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.
- 36. Amendment of Laws.** In the event that, subsequent to the execution of this Agreement, any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at Landlord's option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- 37. Damage or Destruction of Premises.** If, in the opinion of the Landlord, the Premises or Property should become un-tenantable during the term hereof because of damage or destruction by fire or other occurrence, Landlord shall have the right to opt to terminate this lease, or to opt to relocate Resident to another similar apartment within the Property. In the event of such damage or destruction to the Premises or Property without the fault of Resident, his agents or invitees, Resident's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Resident with another similar unit within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Resident or Resident's invitees, then Resident and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.
- 38. Security.** Landlord does not promise, warrant, or guarantee the safety or security of Lessee or Lessee's personal property against the criminal actions of other residents or third parties. The Lessee agrees to look solely to the public police for security protection. In the event there are video cameras, a courtesy officer, or patrol on the property, it is to safeguard the Landlord's property and for no other purpose.
- 39. Guarantor.** Landlord has the right to require a guarantor to this Lease, or each individual Lease Signer. If required and Resident fails to provide a qualified guarantor meeting benchmarks outlined in the Rental Criteria within fifteen (15) days of signing the Lease Agreement, Resident is responsible for prompt, immediate payment of a "waiver of guarantor fee" of \$750.00, as described in Landlord's rental criteria form, without further notice from Landlord. Landlord has the right to post waiver of guarantor fee without further notice, and if Resident fails to produce a qualified guarantor and does not pay applicable qualifying fees this does not terminate the Lease. When a guarantor executes the Guarantor Agreement, guarantor agrees to guaranty the current Lease and any Renewal Leases. Guarantor will have access to information regarding the apartment, payment status, and may be copied on any communications with Residents. However, Landlord is not responsible to copy Guarantor on all communications, and Resident must communicate to their Guarantor as needed.
- 40. Parking.** Resident understands that Resident must follow all parking rules of the community. It is Resident's sole responsibility to obtain a parking permit from Landlord. In order to do so, agreement and applicable fees will be required. Resident understands that parking is limited and available for a fee on a first-come first serve basis, and it is the sole responsibility of Resident to obtain a parking agreement and permit from Landlord, without further notice. Parking agreements do not automatically renew with Resident's lease. Permits will only be available during business hours and if Resident arrives outside of business hours it is Residents responsibility to make arrangements in advance, or park elsewhere. Resident understands that if he/she or Resident's guests do not follow all parking rules, posted or not posted, does not have a permit, or parks anywhere other than a designated parking space, vehicle is subject to being



towed at the vehicle owner's expense. Parking is done at the Resident's own risk, and Resident hereby indemnifies Landlord from any possible liability. Parking permits can be revoked by Landlord at any time, without cause. Landlord is not required to give Resident any further notice, obeying parking signage and obtaining a permit before using parking lot is solely the responsibility of Resident.

- 41. Abandonment of Property.** Subject to applicable state law, any property of the Lessee remaining on the Premises, in any general storage space, or otherwise in or about the Premises after the termination hereof shall be deemed to be abandoned by the Lessee, and Landlord may remove and dispose of such property without any liability to Landlord therefore, and said property so abandoned shall be and become the property of the Landlord.
- 42. Renovations.** At Landlord's sole discretion, Landlord has the right to make renovations to the Unit during the term of this lease. This will include (but is not limited to): new cabinets, counters, flooring, appliances, lighting, and hardware. Resident understands that if these renovations are executed during their tenancy there will be some disturbances and there may be brief periods that kitchen and bathroom are not in working order. If this is the case Landlord will work to minimize these periods, and Resident agrees to clean out personal belongings and cooperate in preparing the Unit in advance. Landlord may perform this work while the unit is occupied but will make every effort to minimize disturbance to Resident. Landlord will not provide a concession during this period.
- 43. Miscellaneous.** This Lease and any attached addenda constitute the entire Lease between the parties and no oral statements shall be binding. Any amendment to this Lease, other than a change to the Rules and Regulations, must be in writing and signed by the party to be bound. Time is of the essence in the obligation under this Lease. Any addendum or exhibits attached to this Lease are hereby incorporated by reference as a part of this Lease. If Resident plans to vacate the property for more than seven days (7) Resident must notify Landlord. In the event, for any reason, that the said property is sold or there is a change in the property managing entity as assigned by the owner, this Lease may be assigned to the new property owner or management entity. Resident agrees to allow Landlord permission to use, alter and publish photographs, reproductions, video, audio or likeness of residents and the Unit for use in media referencing the Landlord for the purpose of advertising the Community and hereby consents to such use. Landlord may not process payments immediately, and it is the responsibility of Residents to ensure funds are available when processed.
- 44. Pest Infestation.** Whether or not Resident experience a pest infestation in the Premises depends largely on Resident maintaining the Premises in a neat, clean and sanitary condition, and immediately informing Landlord of any indication or sign of pests. In the event Resident observes a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect bites, Resident must promptly notify Landlord of that fact. Resident understands that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. Resident agrees to properly dispose of refuse, to refrain from using and/or storing second-hand items and to always maintain the Unit in a clean and sanitary condition, to reduce the risks of certain types of pest infestation. As part of Resident's compliance with this general obligation, Resident agrees as follows:
- a) Timely notice and cooperation are critically important to eliminating a pest infestation, and Resident agrees to immediately report to Landlord orally and in writing any pest infestation Resident discovers, identifying the location of such infestation within the Unit or Apartment Community.
 - b) Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and Resident agrees to keep the Unit, including without limitation the closets, in a clean and orderly state always.
 - c) Used articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and Resident agrees not to use or store secondhand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
 - d) Vinyl mattress covers may in certain situations be helpful to combating or preventing pest infestations, and Resident agrees to continuously use a vinyl mattress cover on all mattresses in the Unit, if Landlord asks Resident to do so.
 - e) Immediate and continuous access may be required to address a pest infestation, and Resident agrees to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
 - f) Remediation methods will be determined by Landlord, in Landlord's sole discretion, and you authorize Landlord to dispose of infested furniture and clothing articles, unless Resident immediately removes such items from the Community, without reimbursement to Resident, and Resident waives any right Resident might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
 - g) Relocation may be required during a period of pest infestation and remediation of the Unit or of another apartment within the Community. Landlord may choose to relocate Resident to another apartment, to another comparable facility, or to temporary reasonable housing.
 - h) Payment of rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not Resident continually occupies the Unit, Resident cannot stop payment of or reduce Rent.

Landlord will not be responsible for any injuries or damages to Resident or any other person that results from a pest infestation and Resident agrees for Resident and all other parties to release and indemnify Landlord in accordance with Section 35 of this Lease. Resident understands and acknowledges that Resident is responsible for all remediation cost or expense resulting from Resident's failure to comply with any of these guidelines. Furthermore, if a licensed professional determines that any infestation was introduced by Residents, guests of Residents', or otherwise caused by act or neglect of Resident's any cost to address it is not included in the Pest Control services and Landlord can bill Resident in full for the services.

- 45. Mold and Mildew Information and Prevention:** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and aged structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a residence, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken. Resident understands that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and occupants resulting from Resident's failure to comply with the terms of this paragraph.

In order to minimize the potential for mold growth in your apartment, you must do the following:

Keep your apartment clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.

Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces, as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels and bath mats so they will completely dry out.

Promptly notify the Landlord, about any air conditioning or heating system problems. Also, it is recommended that the Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of the apartment dry out.

Promptly notify the landlord about any signs of water leaks, water infiltration of organic growth. In accordance with state law and the Lease Contract the Landlord will repair or remedy the situation, as necessary.

Keep the thermostat set on the "AUTO" setting (not "FAN") to automatically circulate air in the event temperatures rise to or above 78 degrees. Relative humidity levels should always be maintained under 50% in order to prevent conditions conducive to the growth of mold and mildew. Do not block ventilation at any time. Do not run fan for an extended period with the AC off as this could bring humidity into the apartment

To avoid mold growth, it is important to prevent excessive moisture buildup in the apartment. Failure to promptly pay attention to leaks and moisture that might accumulate on the apartment's surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as: rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines; leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking; leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and insufficient drying of carpets, carpet pads, shower walls and bathroom floors

If small areas of mold have already occurred on nonporous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

Do not clean with or apply biocides to: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify the Landlord so they can take appropriate action.

46. COVID-19: Notwithstanding any provisions in the Lease to the contrary, Landlord and Resident hereby agree as follows:

Assumption of Risk, Waiver of Liability and Indemnification:

The novel coronavirus commonly referred to as "COVID-19" has been declared a worldwide pandemic by the World Health Organization and is highly contagious and is believed to spread primarily through person-to-person contact and airborne contaminants. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and limiting the congregation of groups of people in order to minimize the spread of coronaviruses. Landlord has put in place preventative measures to reduce the spread of coronaviruses; however, the Landlord cannot guarantee that you and occupants and guests of your unit will not become infected with a coronavirus when on Landlord's property. Further, occupying your unit and use of the Landlord's property could increase your risk, and that of occupants and guests of your unit, of contracting a coronavirus.

You acknowledge the contagious nature of coronaviruses and voluntarily assume the risk that you and guests may be exposed to or infected by a coronavirus by occupying the unit and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by a coronavirus at this property may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, Landlord, Manager, agents, representatives and other tenants.

Resident voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to yourself, occupants and guests to your unit, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you, occupants or guests to your unit may experience or incur in connection with your lease of the unit and use ("Claims"). You hereby release, covenant not to sue, discharge, and hold harmless the Landlord, Manager, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Landlord, Manager, agents, and representatives, whether a coronavirus infection occurs before, during, or after the term of your lease, occupancy of your unit and use of Landlord's property.

Condition to Lease: Landlord is requiring Resident to agree to these terms this as a condition to Landlord entering into the Lease and/or providing to Resident access to certain common areas and amenities at the Property. Nothing in this section shall limit the right or obligation of Landlord under the Lease or otherwise, and Landlord shall have the right in its sole discretion, to limit or restrict access to certain portions of the Property for public safety and health reasons.

Partial Invalidity; Applicable Law: In the event of any conflict between the terms and provisions of this section and the other terms and provisions of the Lease or any other Addenda attached thereto, the terms and provisions of this section shall supersede and control. and that if any provision hereof is found to be unenforceable, the remainder of this agreement shall be enforced to the fullest extent permitted by applicable law. This section of the Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located.

47. Florida law and Service Members. Notwithstanding the foregoing, the terms and conditions of this lease is subject Florida law, including but not limited to the provisions of Sections 83.682 (Termination of rental agreement by a service member) and 83.683 (Rental application by a service member), Florida Statutes.



Rules and Regulations

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

USE AND CONDITION OF APARTMENT AND LEASED PREMISES; MAINTENANCE

Windows and all doors shall not be obstructed and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If you install draperies over the blinds, any damage to the blinds will be repaired by you or at your expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment or Building, or displayed on the inside of an Apartment, so as to be visible from outside of the Apartment. Screens, if provided, must remain in place at all times.

- Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Leased Premises caused by leaving windows or doors open during inclement weather will be your responsibility. You may not remove any furniture, equipment or appliances from the Apartment. You cannot paint or wallpaper any of the walls in the Apartment. If you do so, you will be fined and charged to repaint the walls.
- Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by Landlord for use within the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. Only balcony/patio furniture may be kept on balconies/patios. You are not allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on the Leased Premises including balconies/patios or garage areas. If any unauthorized items are found on balconies/patios at any time, they may be removed by Manager at your expense, and disposed of, without further notice. Violation of this provision will result in fines and charges related to any damage caused by such violation.
- All light bulbs, tubes, and batteries must be operational at all times during the duration of the Lease Term and at the Lease End Date. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday. If the Manager finds any non-functioning bulbs or batteries, the Manager may opt to replace such bulbs or batteries and bill the cost to you, without further notice, as this is safety issue. If there are recurring violations of this provision, additional fines may be charged.
- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted.
- You may not distribute, post, or hang any signs or notices in any portion of the Apartment Community without approval from the Manager.
- No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Leased Premises, including without limitation on outside or inside walls, roof, windows, or balcony railings.
- Locks may not be changed or added by you or your Roommates without prior written permission of Landlord. Locks and the appropriate key card(s) must be left in place upon vacating the Leased Premises. Keys to changed locks will be deposited with the Landlord. If you cause a security issue and Landlord determines that the front door lock, be changed; you will be responsible for all costs associated for said lock change, \$500 for the new Latch installment. You will be fined for after-hour lock outs at \$75.00 per initial; occurrence, and \$125 per additional occurrence. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease on the Lease End Date or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
- Solicitation shall not be permitted at the Apartment Community, either by you, other residents, or outside solicitors. You shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other people within the Apartment Community.
- If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger such overhead sprinkler system. **Do not** hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither Landlord nor the Manager will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property, as well as for the cost to repair all damage to your Apartment and any other apartment and the Apartment Community, that results from your triggering of the overhead sprinkler system.
- You must dispose of all trash and recycling in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Residents should not deposit room or apartment trash in litter receptacles located throughout the grounds or building since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. Without further notice, a minimum charge of \$25.00 per bag (or equivalent) service charge will be immediately due and payable by Resident(s) for refuse which is left outside Residents' unit, placed in non-dumpster receptacles, or left elsewhere on the Premises, or for trash removed from apartment by Landlord because it is deemed by Landlord to be a health or safety risk. At move out, trash left in the apartment will also be billed a minimum charge of \$25



per bag (or equivalent), and Landlord will use their discretion and charge an appropriate fee for other furniture or debris left behind after move-out, disposal of which can be expensive.

- If Landlord finds that your apartment is not clean and deems that it could present a health, safety or damage risk, at any time without further notice, Landlord may opt to require you clean the apartment or to have it cleaned, and charge you for this service.
- You must keep all utilities to your Apartment active from the Lease Start Date through the Lease End Date regardless of whether you choose to vacate the Leased Premises before the Lease End Date, or if you choose to move in after the Lease Start Date. You cannot turn off your utilities if you leave temporarily, such as for a vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing or hot weather: (i) keep the Apartment heated or cooled to a temperature adequate to prevent the pipes from freezing or organic growth forming; (ii) Keep cabinet and closet doors open (freezing only); (iii) drip hot and cold water faucets (freezing only); and (iv) do not leave windows or door open. You are liable for damage to your property and the property of others if the damage is the result of utilities being turned off or because of broken water pipes, organic growth, or other damages due to your violation of these requirements.

Pets, unless otherwise authorized by Landlord via an executed Pet Agreement, owned or visiting, are not allowed in your Apartment or on the Leased Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the Leased Premises. The following rules shall apply to a violation of this policy:

First violation: A written warning will be issued to you specifying the complaint, a **\$250.00** per pet charge will be assessed against you, and the Landlord may, in its discretion, declare you to be in default under the Lease. Any pet must be removed from the Leased Premises within twenty-four (24) hours of written notice by Landlord. You will be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this provision. If you violate this provision, you will be charged (and agree to pay) for flea treatment on the Leased Premises.

Second violation: Landlord will declare you to be in default under the Lease and you and your Roommates will be responsible for any and all damages caused by the unauthorized pet including but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. You will be charged a second violation charge in the amount of **\$500.00** per pet.

If, at Landlord's sole option, we approve a pet, we may charge you additional pet fees and require a pet agreement, as well as valid license and up to date vaccination records. If we find an unauthorized pet and it becomes authorized, we will also charge pet rent back to the beginning of the lease term. If you do not clean up pet waste promptly, we may charge a fine of \$50 per occurrence, and \$100 per occurrence after two occurrences.

- Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one gallon are permitted on the Leased Premises. Consumption of alcohol is prohibited in all Common Areas outside of your Apartment. Keg cooling devices are also prohibited. Glass containers are not permitted in common areas of the Apartment Community.
- If Resident causes damage to the carpet Landlord will likely be forced to replace the entire carpet, as it is not possible to repair small sections or carpet. This damage could be from smoke, pets, liquids, or other debris. At Landlord's discretion, to address damage caused by Resident Landlord may have the carpeted professionally cleaned in an attempt to repair damage but could opt to replace if it is deemed that cleaning did or will not resolve the problem. If deemed necessary Resident can be charged for both the cleaning and replacement. Furthermore, damage does not have to be visible to be considered damage; it can also be a smell or odor. Landlord can treat this in the same manner.
- No odor producing items shall be used in or about the Premises. It is understood by Resident that offensive noises and odors are expressly prohibited.
- Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. If they are obstructed Landlord has the right to remove any belongings from common areas and/or fine Residents up to \$100 per occurrence. 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. Bicycles may be removed from such areas by Landlord and a \$50.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
- Basements, auxiliary areas, hallways, entryways, breezeways, attics, utility closets, and/or common areas may not be used to store Resident's belonging. If Resident stores belonging in any such area and any damages occurs, it is completely the responsibility of Resident. Landlord will have no liability.
- Residents are not allowed to leave belongings in the apartment after moveout for future Resident unless approved in writing by Landlord.
- Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

GUESTS/DELIVERIES

You must notify Manager in writing of any expected guest(s), delivery service, maid service, etc. and a form of identification may be required (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. Access will not be granted to any person, including guest(s), family members, delivery service, or maid service without your prior written permission. If we opt to provide access with written notice and proper identification, we may charge a convenience fee of \$25.00 per occurrence. All guest(s) must be accompanied by you at all times while on the Leased Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed six (6) days in one month. If your guest has exceeded three (3) consecutive days and/or six (6) days in one month, you will receive a warning asking for your guest to be gone within a twenty-four (24) hour period. If the situation is not remedied, you will be in violation of your Lease, which could result in your default. If Landlord accepts Resident packages in office Landlord will make an effort to notify Resident as a courtesy but is not obligated



to do so. Landlord is not responsible for any damage to packages. The office will hold a package for a minimum of five days, and then may opt to return package to sender. If Landlord accepts packages in the office Resident may opt to use this address at their own risk. Landlord cannot guarantee the safety of all packages at all times, as Residents collect their own package. If something is taken Landlord will not be responsible for this.

COMMON AREAS

Use of Common Areas within the Apartment Community shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of you and your family and guests. You and your guests must comply with all posted rules and regulations for Common Areas and amenities. No guest shall be permitted at the clubhouse facilities or amenities unless you are also present, and Landlord may opt to enforce a maximum of two guests per resident using such facilities. No persons under the age of sixteen (16) will be allowed in any recreational area at any time, unless accompanied by an adult. You hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for personal injury sustained by you and your family and/or guests in their use and enjoyment of the Common Areas or other provided facilities and amenities. You are responsible for the actions of your guests. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community. Landlord has the right to close amenity and/or community areas as needed for upgrades, routine maintenance, or if Landlord otherwise sees fit due to extenuating circumstances, without providing compensation to Resident. Use of amenity spaces is a privilege and if Resident does not treat the area or other Residents respectfully, they may lose access to such amenities, if notified as such via email by Landlord.

FIRE SAFETY/SAFETY

DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICES. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING DAMAGE TO THE COMMUNITY. IF, IN OUR SOLE JUDGMENT, YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULTS FROM YOU, YOUR FAMILY MEMBERS' OR YOUR GUESTS' VIOLATION OF THIS RULE.

- All grills (gas, charcoal, electric) and smokers are prohibited in the Apartment or on the balconies/patios and garage areas of the Building. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of community provided grills or grill areas results in any injury, loss or property damage **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Once Resident takes possession of the unit it is Resident's responsibility to maintain functional batteries in all smoke detectors. If Landlord finds a missing smoke detector or batteries Landlord may opt to replace and will charge Resident \$65 per detector and \$10 per battery. If fire extinguisher needs servicing due to your act or neglect we will bill you \$75 to recharge, and \$95 to replace it.
- The intentional sounding of any smoke alarm or any safety devices is a criminal offense and is prohibited unless the intentional sounding of the smoke alarm or any safety device is related to smoke, fire or emergency. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. Tampering or altering smoke detectors will result in a \$50.00 fine. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
- You are responsible for maintaining the smoke detector and keeping it in working condition. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Immediately call 911 in the event of a fire or life-threatening emergency.
- Candles or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, and all other smoking devices. Neither Landlord nor Manager will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within your Apartment and the Apartment Community and acknowledge that smoking is prohibited in the clubhouse, office areas and amenities. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Storage of any flammable, hazardous, or explosive materials strictly prohibited. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- Fireworks or other combustibles are not permitted within the community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUESTS' VIOLATIONS OF THIS RULE.**
- We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
- Neither Landlord nor the Manager assumes any liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Leased Premises.
- You agree that we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that we have NO DUTY OF PROTECTION FOR YOU. If we inform you of a civil order to evacuate, or in our judgment an evacuation is required to protect life or property, and you fail or refuse to evacuate, you have sole liability for any injury, loss, damage



or claim from such failure or refusal to evacuate.

- Violations of these policies may result in fines or charges to repair damages caused by the violations assessed by the Manager or the fire marshal. Multiple violations may result in double fines.

VEHICLES/PARKING

Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour. Resident may be fined \$100 per initial occurrence and \$200 for additional occurrence if they are driving over this speed or recklessly in the community. This will apply if reported by a minimum of one L3 Campus Team Member or a minimum of one other witnesses. After two incidents Landlord has the right to require that your vehicle is removed from and no longer aloud in the community, or it will be towed at vehicle owner's expense.

If Landlord designates certain parking areas within the Apartment Community as "Resident Only Parking" or "Guest Only Parking", you acknowledge that you and/or your guests who violate these designations are subject to being towed at the expense and sole risk of the vehicle owner/operator.

If a visitor permit is required, you understand that any friends, family, or other guests may not park in the parking lots without a permit, and if they do they can be towed at vehicle owner's expense.

You shall hold Landlord and its agents harmless from all claims of damages, loss, or injury to any automobile, person, or any kind while in the parking area.

You and/or your guests cannot park in covered or uncovered parking spaces unless you obtain a parking permit for such from management. You acknowledge that you and/or your guests who violate this are subject to being towed at the expense and sole risk of the vehicle owner/operator, without further notice. If a permit is required, you are responsible to obtain one in advance of your using the permitted spot during business hours.

If spaces are assigned you may not park in a space not assigned to you, under any circumstance, or you risk being towed at vehicle owner's expense

You shall be solely responsible for obtaining proper vehicle insurance. You will be responsible for any repairs to the parking lot caused by the neglect or misuse by you or your guests.

You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.

If Landlord requires a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, or you are not parked in a legal parking spot, or a spot not assigned to you, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you vacate the Leased Premises or upon your Lease End Date. A returned parking decal will not be accepted after keys have been turned in; items must be turned in at the same time to avoid replacement cost being charged by the Manager of the Apartment Community. Landlord may require the time and date on which items must be returned.

In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the Manager's office before a replacement parking decal will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is your responsibility to pick up a new parking decal. If you wish to allow another person/car to use your assigned parking spot this must be approved in advance by Management, a permit provided and correctly affixed, and an additional \$25 fee assessed.

You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle anywhere within the Apartment Community.

If you rent an assigned parking space Manager has the right to require that you switch to a different assigned parking space, which may be necessary to accommodate different types of vehicles or for other reasons, within 48 hours of written notice is sent via email or text.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the owner/operator of the vehicle.

Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed. Landlord may require you to remove your vehicle from the lot due to an emergency, or for regular maintenance.

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 the Apartment Community or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other resident(s) or Bedroom(s).

Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the owner and/or operator of the vehicle, if any of the following situations exist:

- The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
- The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
- The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the owner or operator of the vehicle or motorcycle.

- The vehicle or motorcycle is parked in an Apartment or Building.
- Any other violation of the foregoing rules and regulations exist.

OTHER RULES AND REGULATIONS/PROHIBITIONS

Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other residents of the Apartment Community. Management reserves the right at any time to fine, contact Guarantors, charge a fine, or declare you in violation of the Lease due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels and reserve the right to enforce these rules.

Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.

Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after-hours phone number (after business hours). Instructions will be provided to contact the appropriate management personnel to handle the disturbance.

No gathering, unless sponsored by Landlord or Manager, may exceed ten (10) people.

Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.

Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct; (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia; (iv) engaging in or threatening violence or any criminal activity; (v) possessing a weapon; (vi) discharging a firearm in the Apartment Community; (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community in a threatening manner; (viii) canvassing or soliciting business or contributions; (ix) operating a business or child care service within the Leased Premises or Apartment Community; (x) storing anything in closets having gas and/or electric appliances; (xi) tampering with utilities or utility systems; (xii) bringing or storing hazardous materials into the Apartment Community; or (xiii) using candles or kerosene or gas lamps in the Leased Premises or Apartment Community. Management reserves the right at any time to fine, contact guarantors, or declares you in default of your Lease for any of the above-mentioned violations.

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

Resident understand that the model apartment is a representation of what a fully furnished and decorated apartment could look like, and that not all items in the apartment are provided with Landlord’s furniture package.

Resident understands that while Landlord may include Guarantors on some communications, they may not be included on all and it is fully the responsibly of Resident to communicate any pertinent information to their guarantor.

SERVICE REQUESTS

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

MODIFICATION OF RULES AND REGULATIONS

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time in our sole discretion. Any changes to these Rules and Regulations will be effective and part of the Lease once they have been delivered to you via email, posted on the property website or portal, or posted in a public area of the Apartment Community. You are responsible for your guests’ compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

SECURITY ACKNOWLEDGMENT AND RELEASE

BY EXECUTION OF THE LEASE, YOU AGREE AS FOLLOWS:

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

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

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety



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

NOTICE ACKNOWLEDGEMENT AND RELEASE

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

MEDIA AND MARKETING ACTIVITIES

You consent to our use of photographs and/or video of you taken at functions or events sponsored by Landlord or Manager, on the property's grounds, or in offices or Common Areas of the Apartment Community, for all purposes, in any and all media, including the Internet, social media, company websites, and other graphic media, without limitation, including promotion, solicitation, advertising or trade. Resident hereby waives any right to inspect or approve the finished images or other content. I understand that any distribution of the images will be fully compliant with L3 Campus policies, statements and values. I release L3 Campus and those acting under their authority from any liability related to the alteration, intentional or otherwise, that may occur in connection with the processing, editing, transmission, display or publication of the images, and understand that images may be cropped or altered for purposes of illustration. I understand that all images in which I participate, including film, photographic prints, digital files or video are the exclusive property of L3 Campus and I grant to L3 Campus the unrestricted right to copyright, publish and republish the images.

At Landlord's discretion, Landlord may impose a fine of up to \$250 per person, unless a greater amount is specified herein, per occurrence for any violation of these Rules and Regulations, except as to lesser fine amounts specifically set forth above. Any violation of these Rules and Regulations also constitutes a default under the lease agreements and shall entitle the Landlord to pursue all remedies available to Landlord pursuant to said lease. Landlord's determination of a violation shall be final. Resident also acknowledges that Landlord expressly reserves the right to promulgate additional Rules and Regulations and to amend or modify any Rules or Regulations contained herein from time to time as Landlord determines to be appropriate.

COVID-19 RULES AND REGULATIONS - USE OF AMENITIES AND COMMON AREAS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the common areas, office, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a "Facility" and collectively the "Facilities"), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

Each Resident of the Property ("you") must:

Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention ("CDC") – www.coronavirus.gov

Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.

Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.

Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.

Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:

Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages. If soap and water are not available use hand sanitizer with at least 60% alcohol. This is especially important before touching your face.

Avoid close contact with others. Six feet of distance is recommended.

Cover your mouth and nose with a mask in public settings and when around people who don't live in your household, especially when other social distancing measures are difficult to maintain.

Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.

Clean AND disinfect frequently touched surfaces daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.

Monitor Your Health Daily. Be alert for symptoms. Watch for fever, cough, shortness of breath, or other symptoms of COVID-19. Take your temperature regularly.

Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.

Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.

Do not host or engage in any gatherings in the Facilities of more than 6 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.

Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.

Self-screen before allowing any employee or representative of Landlord enter your apartment, utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT ALLOW ANY EMPLOYEE OR REPRESENTATIVE OF LANDLORD TO ENTER YOUR APARTMENT, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL HEALTHCARE PROVIDER FOR MEDICAL ADVICE.

If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT ALLOW ANY EMPLOYEE OR REPRESENTATIVE OF LANDLORD TO ENTER YOUR APARTMENT, OR USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.

If either of the immediately prior two bullet points apply, do not allow any employee, representative of Landlord, or vendor to enter your apartment without disclosure of such. If you enter a service request and either of these apply, please make Landlord aware so it can be put on hold. If Landlord opts to conduct screening, you agree to answer screening questions fully and accurately prior to any representative entering the apartment.

Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.

USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19. COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.

Throughout the COVID-19 crisis, information has changed rapidly, and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others. A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law. By signing below, Resident acknowledges and represents that Resident is sufficiently informed about the risks involved in residing at The Property with respect to COVID-19.

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

Resident Initials: _____

Lead-Based Paint Disclosure

Lead Warning Statement



Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure

Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

____ Known lead-based paint and/or lead-based hazards are present in the housing (explain).

____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

____ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

____ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

Resident’s Acknowledgment (initial)

____ Resident has received copies of all information listed above.

____ Resident has received the pamphlet *Protect Your Family from Lead in Your Home*. Pamphlet is viewable online here:
<https://www.epa.gov/lead/protect-your-family-lead-your-home>

Management’s Acknowledgment (initial)

____ Management has informed Landlord of Landlord’s obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. part 35, subpart A.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

____ Applicant Signature Date

____ Applicant Signature Date

____ Applicant Signature Date

____ Applicant Signature Date

____ Management Signature Date

