

Bloomsburg University Foundation

50 East Main Street • 4th Floor • Bloomsburg, PA 17815
(570) 389-4524 or dstone@bloomufdn.org



1. Lease Terms

1.1 PARTIES

The parties to this "Agreement" are Advanced Student Housing, LLC, hereinafter called "Leasing Agent" and the persons below signed, hereinafter called "Tenant(s)".

1.2 LOCATION

<<Property Address>>, hereafter called "Premises."

1.3 UNIT LEASED

Apt. <<Unit Name>>, Bedroom Bedroom Name, hereinafter, the "Unit".

1.4 TERM

The term of this Agreement will be for the Commonwealth University Bloomsburg academic year (two semesters) beginning on <<Lease Start Date>> and ending on <<Lease End Date>>

1.5 LEASED PREMISES

Leasing Agent agrees to lease to the Tenants, jointly and severally, and the Tenants agree to lease from Leasing Agent, jointly and severally, the Unit for the Tenants' exclusive use, including the use of all of the associated appliances and furnishings located therein, and where applicable, shared use of any common areas and laundry facilities within the Premises (the "Common Areas").

1.6 RENT

The rental fee for the Premises will be \$Rent Amount sem per semester, \$ Rent Amount year per academic year. All Tenants are responsible for the payment of the entire rental fee by the due date.

Early Move-In Fee: Student tenants requiring a move-in date earlier than August 16, 2027 will be charged a \$225 Early Move-In Fee. Upon approval by Leasing Agent and pre-payment of the Early Move-In Fee, tenant will be granted access to the premises between August 1, 2027 and August 15, 2027. Athletes and Student workers employed by Commonwealth University Bloomsburg may have this Early Move-In Fee waived at the discretion of the Leasing Agent.

Rent payments are as follows:

A Security/Reservation Deposit of \$350 is due upon approval of application in order to secure the rental space.

Fall Semester – Rent must be paid by July 1, 2027, unless paying with financial aid.

Spring Semester – Rent must be paid by December 1, 2027, unless paying with financial aid.

Failure of Leasing Agent to deliver invoice, and/or errors in this Agreement, do not remove responsibility from Tenants for timely payment of rent and fees in accordance with this Agreement. Please make checks payable to and deliver to: Advanced Student Housing, LLC, 50 East Main Street, 4th Floor, Bloomsburg, PA 17815.

A. Late Charge: Payments after September 17, 2027 for Fall Semester and February 11, 2028 for Spring Semester will incur a late fee of \$100.

B. Returned Checks: A \$35.00 Administrative Fee will be charged for any check that is returned by the bank to Advanced Student Housing LLC for insufficient funds or stop payment.

C. Parking: A \$185 Parking fee is charged per semester per Tenant who utilizes parking facilities. Parking spaces are not guaranteed and are distributed on a first come first serve basis.

D. Failure to Move In or Vacating Premises Early: If any Tenant fails to move in or vacates the Premises prior to the end of the Term and the opening is not filled, rent and security/reservation deposit will not be pro-rated or refunded. A Tenant's change in University enrollment status has no bearing on the obligations under this Agreement, nor does a faculty strike, natural disaster, or any other cause, providing leased premises is habitable.

1.7 RESERVATION/SECURITY DEPOSIT

A \$350 fee, which is paid prior to lease signing, is used to reserve the Unit for the Tenants until the beginning of the term of this lease, at which time the reservation deposit converts to a security deposit. Any unpaid fees at the end of the term of this lease will be withheld from the security deposit by Leasing Agent. The security deposit is fully refundable upon move out, assuming no damages or unpaid fees. In the event excessive damages beyond the \$350 security deposit occur, the Tenants will be billed for the damage, cleaning, or cost imposed per rules.

Tenants agrees that if more than one (1) person occupies the Unit, any damages to the Premises, at the Leasing Agent's discretion, may be apportioned between all the Tenants.

1.8 REPLACEMENTS AND SUBLETTING

Replacing a Tenant, subletting, or assignment is allowed only when Leasing Agent consents in advance in writing. If departing or remaining Tenants find a replacement Tenant acceptable to Leasing Agent before moving out and Leasing Agent expressly consents to the replacement, subletting, or assignment in writing, then:

1. Re-letting fee of \$150.00 will be due from the departing Tenant.
2. A fee of \$50 will be charged to the departing Tenant for re-setting door lock codes.
3. The new Tenant is required to pay a one-time refundable \$500 Security Deposit
4. The remaining Tenants and the new Tenant will be liable for all Agreement obligations for the rest of the remainder of the original Term.

NOTE: It is the sole responsibility of the departing Tenant to find a replacement for the term of the lease. The \$150.00 fee is paid by the departing Tenant to cover administrative costs. Leasing Agent has no responsibility to find a replacement.

1.9 RETURNED CHECKS

A \$35.00 Administrative Fee will be charged for any check that is returned to Advanced Student Housing by the bank for insufficient funds or a stop payment.

1.10 DAMAGES AND REIMBURSEMENT

Leasing Agent is not liable for loss, injury, or damage to any person or property unless the loss, injury or damage is caused exclusively by the Leasing Agent's intentional act or neglect. Tenants are responsible for all acts of negligence of each Tenant, Tenant's family, guests, invitees, and others who use the Unit, and shall pay to Leasing Agent any damages incurred by Leasing Agent due to such acts within 14 days of written notice from Leasing Agent. In case of damage of any kind, from whatever source, that is so catastrophic as to render the Unit uninhabitable, Leasing Agent is not obligated to supply alternate housing.

1.11 LIMITATIONS OF CONDUCT

The Unit and other areas reserved for Tenants' private use must be kept clean by Tenants. Trash (at least weekly) and recyclable materials (at least biweekly) must be placed in proper receptacles and moved to pick-up location in accordance with local ordinances. Leasing Agent may exclude from the Premises any house guests or others who, in Leasing Agent's sole judgment, have been violating the law, violating this Agreement or any rules, or disturbing other residents, neighbors, visitors, or Leasing Agent representatives.

1.12 PARKING

Leasing Agent may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Premises or on sidewalks, under stairwells, or in handicapped parking areas. Tenants shall not give permission for any guest to park in any designated parking area reserved for Tenant's who utilize the designated parking facilities. All vehicles parked in designated parking must have a parking permit displayed; any vehicle without a parking permit will be towed or booted at the owner's expense.

1.13 FURNISHINGS

Tenants assume full responsibility for items furnished by Leasing Agent and agrees to return them at the expiration of the Term in as good condition as received, reasonable wear and tear excepted. Tenants will be responsible for returning all furniture to its original position prior to vacating the Unit. Tenants will not remove Leasing Agent's furniture, appliances, electronics, fixtures and/or furnishings from the Unit for any purpose. Tenants shall be responsible for all loss, breakage or other damage to furnished items.

1.14 INSURANCE/CASUALTY LOSS

The building within which the Unit is located is covered by insurance, but does not cover Tenants' personal property or guest liability. Leasing Agent is not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property. **Tenants may opt**

to purchase Renter's Insurance to cover their personal property.

1.15 ANIMALS

No animals, (including, but not limited to, mammals, reptiles, birds, fish, rodents, and insects), are allowed, even temporarily, anywhere in the Unit or Premises. If Tenants or any guest or occupant violates animal restrictions (with or without Tenants' knowledge), Tenants will be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the Unit or the Premises at any time during Tenants' term of occupancy Leasing Agent will charge Tenants for de-fleaing, deodorizing, and cleaning of the Premises. Leasing agent reserves the right to waive the no pet policy for any individual with the need for a service or emotional support animal who meets the legal requirements and provides the necessary medical documentation confirming disability. This excludes tenants at 415 Lightstreet Road, Apartments E, F, G and H. Restricted dog breeds are Pitbull terriers, Pitbulls and Dobermans.

1.16 UTILITIES

Leasing Agent will pay the following utilities:

1. Electric – up to \$100 per month. (All locations)
2. Gas - for all locations that have gas - up to \$100 per month.
3. Water and Sewage, and
4. Recycling and Garbage, and
5. Internet.

For any utility invoice in excess of any monthly amount set forth above, any excess charges will be due from the Tenants, and will be due within ten days of receipt of written invoice.

1.17 USE OF PREMISES

Tenants will use the Premises only for residential purposes and agree to abide by all laws and ordinances of the Town of Bloomsburg, the State of Pennsylvania, the Codes of Conduct of Commonwealth University Bloomsburg, and the Rules and Regulations addendum attached herein. Tenants will deposit all trash in proper containers as designated by the Leasing Agent. Tenants are prohibited from using Premises roofs for sunbathing or any other activity. Violation of Pennsylvania law and Commonwealth University Bloomsburg policy regarding drugs or alcoholic beverages is cause to cancel Lease with no refund. Kegs of alcohol on the Premises will result in immediate cause to cancel the Lease. No waterbeds are permitted on the Premises. Tenants agrees to conduct no "hazing" events, nor any initiation practices that involve violence, intimidation, or perceived harm of any kind. No firearms or weapons of any kind are permitted on the Premises at any time. Tenants shall not use nails or tape that leaves residue on walls. Tape residue and holes caused by nails will be considered damage (See Addendum #2). Tenants understand that only the Unit and any designated common areas within the Premises are accessible to the Tenants under this Agreement. Attic, basement, shed or other storage facilities within the property are not part of the area leased to Tenants, and may not be used by Tenants, guests, or family members for storage, congregating, or any other purpose. Tenants shall not change, add or alter the existing locking system of the Unit or the Premises. Tenants will be assessed a fee of \$50 for re-setting any door code as a result of their actions.

1.18 SMOKING

Smoking is prohibited anywhere inside the Premises. Tenants understand that any smoking inside the Premises will result in Tenant(s) being billed for deodorizing, cleaning and painting the entire Premises.

1.19 CRIMINAL ACTIVITY

ANY CRIMINAL ACTIVITY COMMITTED BY A TENANT OR BY ANY MEMBER OF THE UNIT OR ANY GUEST OR OTHER PERSON UNDER THAT TENANT'S CONTROL OR IS A DANGER TO THE PREMISES IN ANY DRUG RELATED CRIMINAL ACTIVITY ON OR NEAR THE PREMISES BY THE TENANT OR ANY MEMBER OF THE UNIT OR ANY GUEST OR OTHER PERSON IN THE TENANT'S CONTROL SHALL BE GROUNDS FOR IMMEDIATE TERMINATION OF THE LEASE. VIOLATION OF THE PROVISION SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE. A single violation of any of the provisions in this section shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the Lease.

1.20 INSPECTIONS AND SHOWINGS

Leasing Agent reserves the right to enter the Unit with reasonable notice to determine if cleaning and/or repairs are needed, or to show the Unit to prospective Tenants. Repairs and cleaning may be done and tenants charged prior to the end of the Term. Tenants agree to the showing of the Unit to other prospective Tenants or buyers. Leasing Agent may enter the Unit at any time without advanced notice when there is reasonable cause to believe that an emergency exists, a lease violation is occurring, or to perform routine or emergency maintenance, whether or not requested by the Tenant.

1.21 END OF LEASE

Tenants agree to move out of the Unit at the end of the Term. Tenants understand that once the lease has ended, the Tenants cannot remain in the Unit. If the Tenants do not move out at the end of the Term, Tenants will agree to pay \$200 per day plus any and all costs that the Leasing Agent incurs, due to any Tenant's failure to move out of the Unit on the agreed upon end date of this lease.

1.22 ABANDONMENT

Any of the Tenant's personal property or possessions remaining on the Premises after the Tenant moves out will be considered to be abandoned property. The Leasing Agent will have the right to remove and dispose of any abandoned property in any manner determined by the Leasing Agent. Tenants shall pay for the cost of removal and disposal of abandoned property.

1.23 TERMINATIONS

- In the event of a violation of any provisions of this Agreement by any one of the Tenants occupying the Premises or their guests, the Leasing Agent reserves the right to terminate the Agreement, in which case all rents will be retained by the Leasing Agent. Leasing Agent may evict one Tenant or all of the Tenants for a violation of the Agreement at Leasing Agent's discretion. A violation of the Rules and Regulations attached to this Agreement is a material breach of this Agreement.
- In the event one or more Tenants are evicted from the Unit the Tenants remain jointly and severally liable for the full amount of the rent due for the entire term or the Leasing Agent is able to re-rent the Unit.

1.24 FIRE PROTECTION

Local and State fire officials have suggested and/or mandated the following restrictions for your protection:

1. Do not tamper with smoke detectors and/or fire suppression equipment (sprinkler heads)
2. Report inoperable smoke detectors immediately

1.25 MOVE-IN INSTRUCTIONS

Before any Tenant moves in, all security deposit(s) must be paid. All rent must be paid unless paying with Financial Aid. No access to the Premises will be given out to any Tenant until all paperwork is complete and/or rents/fees are collected.

1.26 PREMISES CAPACITY

If the Unit is not filled to full occupancy and fee capacity, Leasing Agent may rent to individuals until legal capacity of the Unit has been reached.

Consequently, in the case of an eviction, Leasing Agent reserves the right to insert another Tenant into previously occupied space. Addition of a new Tenant does not release any evicted Tenant from any prior payment obligation. Tenants understand that each is jointly and severally liable for any damages which may occur at the Premises. Should any Tenant occupy the Premises prior to any other Tenant, all Tenants agree that should any damages occur during that period, they will be addressed according to the terms herein and as if all Tenants had been present.

1.27 POSSESSION AT COMMENCEMENT OF TERM

Tenants shall not be entitled to possession of the Unit designated in this Agreement until the Reservation/Security Deposit and first semester's rent (or prorated portion thereof) is paid in full and the Premises is vacated by the prior tenant. Tenants expressly agree that Leasing Agent shall not be liable for damages or costs incurred by Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the Unit.

1.28 ADDENDA

Tenants have read and agree to adhere to the following Addenda incorporated herein by reference: Rules and Regulations and the Bloomsburg Town Addendum (Tenants who reside in apartments with 2 or more Tenants must abide by and sign the Bloomsburg Town Addendum that is mandated via the regulated Rental Unit Occupancy Ordinance of the Town of Bloomsburg).

1.29 SEVERABILITY

The provisions of this Agreement are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Agreement would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision,

sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Agreement shall remain in full force and effect. It is further agreed that this Agreement may be executed in counterparts, each of which when considered together shall constitute the original contract.

1.30 INTENT TO RENEW

Tenant must notify Leasing Agent of their **Intent to Renew** their lease for the next academic year **no later than October 1, 2027**. Failure to notify may result in Tenants losing the option to renew their lease.

1.31 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Tenants and Leasing Agent with respect to the subject matter hereof and supersedes all prior written or oral agreements made by the parties. No spoken or written agreements made before are a part of this Agreement unless they are included in writing in this Agreement. This Agreement may not be modified or amended except in writing and signed by all parties.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Rules and Regulations

2.1 RULES AND REGULATIONS

Tenants agree to adhere to the following Rules and Regulations indicated below. These Rules and Regulations are part of the Student Housing Lease Agreement between Advanced Student Housing, LLC and Tenant. A violation of any of the Rules and Regulations is a violation of the Agreement.

2.2 APPEARANCE

Tenants will not:

1. Place or store items on any windowsills, ledges or balconies, front porch or back yard.
2. Hang laundry or other items from the balconies, windows and common areas.
3. Hang anything from suspended ceiling grid or fire suppression sprinkler heads.
4. Drape wires or any other materials through the ceiling grid.
5. Install window treatments, awnings, draperies or umbrellas.
6. Install radio or television reception devices such as antennas and satellite dishes.
7. Install shelving, picture hooks, wallpapers, paint or alter the features of the Property.
8. Install any additional, or relocate any of the existing telephone or cable outlets in the Property.

2.3 EARLY OR EXTENDED POSSESSION

Tenants shall not have the right to occupy the Unit prior to the beginning of, or after the end of the Lease unless the Leasing Agent grants permission to do so. Such permission to move in early or stay beyond the end of this Lease shall be at the sole discretion and approval of the Leasing Agent and may require a written agreement and/or an additional fee. If the tenants occupy the Unit before or after this Lease, such occupancy shall be subject to the terms of this Lease.

2.4 ADDITIONAL RULES

1. No waterbeds, hot tubs or aquariums are permitted on the property.
2. Tenants are not permitted access to any roof or attic of the property.
3. Tenants will not install any additional locks to the bedroom doors. Hasp locks, barrel locks and pad locks are not permitted. Tenants shall not change or alter the existing locking system. If any door code must be re-set due to tenant's actions they will be assessed a \$50 fee.
4. Toilets and other water apparatus (sinks, washing machines, dishwashers, etc.) shall not be used for anything other than intended purpose. Sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter or any other material that results in damage from misuse shall be borne by the Tenant. Any plumbing cost for any toilets/drains that are clogged due to misuse will be charged to the Tenant.

5. Tenants are responsible for any damage to appliances and/or furniture beyond normal wear and tear.
6. No weapons of any kind are permitted on the Premises.
7. Tenant shall use the Unit only for the number of persons that have a valid Lease with Leasing Agent (and no additional persons are permitted to live in the Property). Guests of the Tenant may not stay for longer than two (2) consecutive days and no more than five (5) days in total for the Lease term. No large parties (greater than 8 people) are permitted in the Unit.
8. Furniture and appliances provided by the terms of the lease and provided by the Leasing Agent MAY NOT be removed from the property.
9. The decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes on the rights of others to a quiet, orderly living environment is not acceptable. Under no circumstances shall the consumption of alcohol take place or any open container of alcohol be permitted in the common areas of the Premises, except inside the Unit or other such place expressly permitted by the Leasing Agent.
10. Tenants may not remove window screens and will be charged for any screens that have been removed and damaged.
11. Tenants are required to maintain the temperature within the unit at a minimum of 60°F during the heating season. This includes holiday breaks for Thanksgiving, Christmas and Spring Break, regardless of whether or not Tenants are staying at property over the break.
12. **For tenants of 415 Lightstreet Rd** – Units C & D do not have decks. They are the roofs for the commercial business's sidewalks, and it is a safety violation to be on them.

2.5 FIRE SUPPRESSION SYSTEM

1. Do not tamper with smoke detectors and/or fire suppression equipment (sprinkler heads).
2. It is strictly forbidden to hang any items from the sprinkler heads (i.e. clothing hangers, decorations, etc.). Dirty water will discharge when sprinkler head is tampered with or touched. Tenant is responsible for any and all damages incurred by tampering with the fire suppression system.
3. Report inoperable smoke detectors immediately.

2.6 DISRUPTIVE CONDUCT

Tenants will respect the rights of others in their building and adjacent buildings with regard to noise levels and activity. If the Leasing Agent receives complaints with regard to the Tenants, the Tenants will be: First, warned via email. Second, warned again via email and fined \$100. Should a third violation occur, the Tenant will receive written notice and may, at the sole discretion of the Leasing Agent, be removed from the Unit and the Lease will terminate without refund.

2.7 KEYS

For properties where mailbox keys are required, Tenant will return mailbox keys at Lease termination. If keys are not returned, the Tenant will be charged for replacement key cost and re-keying mailbox.

2.8 DEBRIS

Tenants will remove trash from the Property and dispose in appropriate receptacles. Trash may not be placed in hallways or stairwells. Mislaid trash will be removed at a fee of \$15 per bag.

2.9 LEASE TERMINATION

Tenants will remove all personal belongings upon Lease termination. Items left behind will be considered abandoned property and will be removed at the Tenant's expense.

2.10 NON-SMOKING BUILDING

SMOKING is prohibited anywhere inside the Premises. Tenants understands that any smoking anywhere inside the Premises will result in Tenants being billed for cleaning, deodorizing and painting of entire Premises.

2.11 PARKING

Tenants may purchase parking permits from the Leasing Agent for onsite parking, on a first come, first served basis. Tenants may also acquire permits from the Town of Bloomsburg for use of municipal lots. Tenant will not give permission for any guest to park in designated parking area; those vehicles without the appropriate parking permit displayed will be towed or booted at the owner's expense.

2.12 REQUESTS

Any maintenance request, comments or complaints by Tenants, except in the case of emergency, must be made entered as a maintenance work request through bloomsburguniversity.appfolio.com/connect/users/sign_in

2.13 HAZING

Hazing by any club, group, organization or individual is strictly forbidden. Tenants must not engage in any hazing activities. **Hazing** includes any act (i) that subjects a person to bodily damage or physical harm or the likelihood of bodily damage or physical harm, or (ii) that requires, encourages, authorizes or permits a person to be subject to any activity that is degrading, or (iii) that constitutes hazing under applicable law.

2.14 MAINTENANCE INSPECTIONS

The Leasing Agent reserves the right to enter and inspect the Premises and the Unit at any time with regards to maintaining basic cleanliness and maintenance. If the Tenants have not kept the Property to a standard of cleanliness as determined by the Leasing Agent, said Agent may have the property cleaned at the Tenant's expense. Preventative Maintenance Inspections will also be done during times of vacancy, such as semester breaks and holiday breaks.

2.15 RETURNED CHECKS

A \$35.00 fee will be assessed for any check that is returned to Advanced Housing Management by the bank for insufficient funds or a stop payment.

2.16 BED BUGS

If bed bugs are found in the property when Tenants move out, necessitating the hiring of an exterminator, Tenants will be billed \$350 per room needing treatment.

2.17 EGRESS

Tenants will become familiar with and observe all posted security regulations and all posted fire escape or evacuation routes and all fire exits. Questions concerning security and fire procedures should be directed to Leasing Agent without delay. Tenant agrees to provide safe egress, at all times, to all rented areas for Leasing Agent.

2.18 MAILING ADDRESS

We use the address given on the rental application form as your home address and this is what will be used for all mailings, i.e. correspondence, invoices, etc. Any change in mailing address or email must be reported to leasing agent immediately.

2.19 COMMON AREAS

All tenants are responsible for the common areas in the building and are responsible for keeping common areas free of trash and debris. Tenants are also responsible for damages incurred to common areas and will be billed for any repairs necessary.

2.20 SAFETY

- Tenants will respect the personal safety and property of others.
- Tenants will not use alternate heating sources such as kerosene/electric heaters, space heaters.
- The use of charcoal or flammable gas grills is not permitted.
- No open flames (i.e. candles) or Halogen light bulbs are permitted.
- Tenants may not prop open building entrance doors to allow access to non-Tenants.
- Tenants will not prop open the fire-rated doors to hallways or stairways.
- Tenants will not tamper, in any way, with safety devices provided throughout the building. These include: Smoke detectors, Heat detectors, Horn/Light units, Backup lighting, Fire extinguishers, security cameras and Alarm system panel. Also included are the self-closing devices attached to the doors at the front and rear of each hallway and building entrances. If such tampering occurs, charges will be filed with the local authorities under provisions, which prohibit "Risking a Catastrophe". In addition, the Tenant will be removed from the building, and the Lease will terminate without refund.

Tenants will not give out door codes. Tenant will be charged a \$50 fee if door code must be reprogrammed. For Tenants of 415 Lightstreet Rd-the front door of the building is equipped with a system that allows guests to call tenant for access. EXCEPT AS TO ADMINISTRATIVE CHARGES specifically set forth in these RULES AND REGULATIONS, the LEASING AGENT may impose an administrative charge of not more than \$200.00 for any violation of these Rules and Regulations. Any violation also constitutes a default under the Lease Agreement and shall entitle the Leasing Agent to pursue all remedies available under the Lease or Applicable Law. Leasing Agent's determination of a violation shall be final. Without limiting the foregoing, the Leasing Agent may, at their sole discretion, limit or revoke the privileges of any Tenant to make use of the common areas upon the Tenant's violation of all of these Rules and Regulations.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Sign and Accept

3.1 SIGNATURE

Tenant acknowledges that they have read these Rules and Regulations before signing the Lease Agreement, and Tenant agrees to abide by these during the term of this Lease. Tenant also acknowledges that the Leasing Agent expressly reserves the right to adopt additional Rules and Regulations applicable to the Community and to amend or modify any Rule or Regulation contained herein as the Leasing Agent from time to time determines to be appropriate, so long as the Leasing Agent complies with any notice or consent requirement that may be imposed by applicable law.

Tenant further acknowledges that the Rules and Regulations are established by the Leasing Agent for the governance of the Tenants and their guests with the intent to preserve the rights and privileges offered by the community to its Tenants. Although the Leasing Agent reserves the right to enforce any of the Rules and Regulations, Leasing Agent will have no responsibility to Tenants to enforce the Rules and Regulations as to any Tenant, Guest or Third Party whatsoever, and the Tenant hereby releases the Leasing Agent of and from any liability for any act of omission by the Leasing Agent in enforcing or failing to enforce any of these Rules and Regulations.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed