

# THE DISTRICT ON APACHE

## LEASE AGREEMENT

<b>Date:</b>	<b>Apartment Community:</b> <u>The District on Apache</u> (the "Community")	
<b>Resident Name:</b> _(herein "you" or "your")	<b>Permanent Address:</b>	
<b>Landlord/Owner:</b> <u>BREIT SH District Apache, LLC</u> (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)	<b>Owner's Address:</b> <u>977 East Apache Boulevard</u> <u>Tempe, AZ 85281</u>	
<b>Property Manager:</b> <u>GREP Southwest, LLC</u> ("Manager") <u>977 E. Apache Boulevard, Tempe, AZ 85281</u>	<b>Lease Term:</b> _"Starting Date") to ("Ending Date")	

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.**

**NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one furnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a \_\_\_bedroom apartment and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities and patio or balcony within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery," we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
  
2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at **Noon** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except where obligated by law. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. Except as otherwise provided by law, if your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 12 of this Lease. **To the extent permitted by applicable law, under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**
  
3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is **\$0.00** (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in \_\_\_equal installments of **\$0.00** payable as follows; the first installment due on \_\_\_\_, with remaining installments due on or before the **1st** day of each month beginning \_\_\_\_



Resident: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	\$0.00
Sales Tax (1.8%)	\$0.00
<b>TOTAL RENT</b>	<b>\$0.00</b>

With the exception of the first installment, you will pay us the "Rent Installment", which is composed of the Base Rent and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience except as otherwise provided by law, the failure or disruption of any of these amenities shall not reduce or offset your rent. Should the applicable municipal rental tax change during the term of this lease or any extension, renewal or modification, upon a 30 day notice, the total rent shall be adjusted to reflect any change and you shall be responsible to pay the adjusted amount.

**If your Rent is not paid on the third (3rd) day of the month, your Rent is late and you will be charged \$30.00 in addition to your Rent. In addition, beginning with the 6th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply. Please note that we reserve the right to require you to pay by certified funds, cashier's check or money order only, at any time. We reserve the unilateral right to discontinue your ability to pay any Rent Installment via electronic payment at any time. We will give you a receipt for rents paid in cash and, upon request, for rents paid by checks.**

**4. APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of \$30.00 per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

**5. UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked:

- Cable TV,  Water,  Sewer,  Garbage Removal,  Electricity,  Gas,  Telephone.

Electricity is not furnished by us and you will be required to establish a utility account and transfer the electric service into that account prior to taking occupancy. You understand that if disputes arise between you and your roommates regarding payment of the electric utility account, that we cannot mediate or become any part of those disputes. It is your responsibility and you agree to maintain all applicable utilities not included by us, including but not limited to electricity; at all times for the duration of the lease. You will be in default of the lease if the electricity is shut off or disconnected due to nonpayment. If your electrical service bill is not paid by the due date established by the electrical service provider, you will be charged \$50.00 in addition to your Rent. In addition, you will be charged \$0.00 per day for each additional day that the electric service bill is not paid. In the event that all or a portion of the electrical service for your unit is billed to us, you are required to pay the entire amount of the electrical service bill paid by us, if any, regardless of whether or not the electrical service is in your name. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. Except as provided by applicable law, we will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

**6. INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not



responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 6.**

7. **RELOCATION.** It is understood that the Apartment may contain other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon 5 days advance written notice to relocate you to another apartment unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than 5 days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$300.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.
8. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of **\$250.00** for the use of facilities and service-related functions associated with this Lease (the "Service Fee"). The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.
9. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
10. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks. You agree that your request for maintenance or repairs shall constitute permission to enter.**
11. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. You are responsible for obtaining your own property, casualty and liability insurance to cover your property and any damages you are liable for under this Lease or otherwise. Any property you keep or store at the Community is at your own risk.

**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free**



from crime.

**12. DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom, if we furnish you with a bedroom within the Community or reasonably similar accommodation, your obligation to pay Rent will not be waived.

**13. DEFAULT.** You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, when due after execution of this Lease or if no due date is specified, within ten days after the lease is executed by us. You fail to provide proof of general liability insurance coverage within **10** days prior to your move-in date;
- b. You fail to pay Rent or any other amount owed as directed by this Lease;
- c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
- j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
- k. If any legal action, including an eviction action, is initiated, each party waives their right to a jury trial.

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

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.
- i. As to a default for failure to provide a guaranty or security deposit, within **10** days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of **three** Rent Installments, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

**The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.**

**15. RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.



**16. CONDITION OF PREMISES.**

- a. Acceptance of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**
- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately in writing of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other residents' belongs or other portions of the Community as necessary to eradicate the infestation.
- c. Responsibility for Damages. You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

**17. RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.

**18. TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. Except as otherwise provided by applicable law, you will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any



provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment. You have the right to be present at the move-out inspection unless otherwise provided by law.

19. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above.
20. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
21. **CONSENT TO JURISDICTION.** This Lease has been entered into in the **Maricopa** County, **Arizona**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **Maricopa** County, **Arizona**.
22. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the state of **Arizona**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
23. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease, the prevailing party shall be entitled to the costs and expenses of such action incurred, including reasonable attorneys' fees.
25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease or a signed Addendum. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
26. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
27. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
28. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$200.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
29. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.



30. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
31. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
32. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
33. **HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of **\$150.00** per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.
34. **NOTICES; ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager via electronic delivery, except as otherwise required by law. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery. By providing current and accurate information you acknowledge and agree to this provision and will accept notice via email and text messaging (\*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents. A copy of the **Arizona** Residential Landlord and Resident Act is available on the website of the **Arizona** Department of Housing. If we are required to serve you any notice due to your non-compliance of any term of the Lease, law or Rules and Regulations, you agree to pay a **\$0.00** notice fee as additional rent.
35. **PARKING.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage.
36. **PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
37. **INSURANCE.** You are required to provide either proof of general liability insurance to cover certain damages you are liable for to us under this Lease or participate in the Program as described in the Liability Insurance Requirement Addendum that is a part of this Lease. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE OR PARTICIPATE IN THE PROGRAM.** In addition, you may choose to talk to an insurance agent about property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
38. **GUESTS AND OVERNIGHT STAYS.** You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of **5** nights per month, but only **3** consecutive nights each month, and in no event more than **30** days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum



number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

**39. MARIJUANA.** The Arizona Medical Marijuana Act permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule 1 substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the US Department of Housing and Urban Development and The District on Apache 7 N.S. 3ECFF1AD is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a resident who is a current medical marijuana user. Disabled residents who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises. The Community follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Pursuant to your lease agreement, and the crime/drug free addendum, the possession, use, manufacture or sale of any illegal substance, including marijuana, is strictly prohibited. Management hereby informs and reminds all residents that possession, or manufacture, or any use of marijuana by the resident and/or their guests will result in an immediate termination. If you have any questions or concerns about this policy, please speak to management. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

**40. CRIME FREE PROVISIONS.** Resident agrees as follows:

- a. Resident, any members of Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section of the Controlled Substance Act (21 U.S.C. 802)).
- b. Resident, any member of the Resident's household or a guest of other person under the Resident's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
- c. Resident, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
- d. Resident, any member of Resident's household or guest, or another person under the Resident's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451 and Federal Law, at any locations, whether on or near the premises or otherwise.
- e. Resident, any member of the Resident's household, or a guest or another person under the Resident's control shall not engage in any illegal activity, including prostitution, as defined in A.R.S. 13-1211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203 including but not limited to the unlawful discharge of firearms, on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other resident or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368(A).
- f. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement under A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
- g. In case of conflict between the provisions of these provisions and any other provisions of the rental agreement, the provisions of this paragraph shall govern.
- h. Resident hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of these provisions.
- i. Resident authorizes owner/agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.
- j. Resident acknowledges that if the lease is terminated all rental concessions will become due and owing and that the Resident will be liable for lease-break fees and all rent due for the remainder of the lease term.

**41. SMOKE-FREE PROPERTY.** Resident acknowledges that, to the extent allowed by applicable law, the Community in which the Unit is located has been designed as a "smoke-free community". Accordingly, Resident represents that neither Resident nor Resident's guests, invitees or contractors shall smoke (including inhaling, exhaling, burning or carrying any lighted cigar, cigarette, tobacco product, plant or other combustible substance intended to be inhaled or exhaled) in the apartments within the Community. E-Cigarettes are also not allowed. Resident acknowledges that this prohibition against smoking does not include outdoor areas on the property, except as otherwise provided in this Agreement, its' addendums,





rules or regulations or any applicable law. Resident acknowledges that Resident is responsible for the conduct of Resident as well as Resident's guests, invitees and contractors with respect to compliance with this Addendum. In Owner's sole discretion, at any time during the Lease term, upon 30 days' prior written notice, Owner shall have the right to remove the "smoke-free" designation in the Community and allow smoking in the Community or any building in the Community, including the building in which the Unit is located.

1. **Smoke-Free Designation of the Property** Resident acknowledges that the designation of the Community as a "smoke-free community" is not a representation, guarantee or warranty by Owner, and Owner hereby disclaims all representations or warranties, that smoking will not occur in or around the Community or that the Community will be a smoke-free environment or have improved air quality. Resident further acknowledges that the smoke-free designation of the Community will depend upon the cooperation by Resident and all other persons residing in the Community.
2. **Default** In the event Resident fails to comply with the terms of these provisions, Resident shall be deemed to be in default of this Lease. In the event of such default, the Community shall be entitled to pursue all rights and remedies allowed by the Lease and applicable law including terminating the Resident's right to possession of the Unit. Additionally, Resident shall be responsible for cleaning costs and expenses associated with any smoke odor, discoloration or any other costs and expenses associated with Resident's default.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.**

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: BREIT SH District Apache, LLC

By: GREP Southwest, LLC, a Delaware corporation, agent for Owner

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date



## THE DISTRICT ON APACHE RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in **The District on Apache**, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement and we reserve the right to pursue all possible remedies set forth in the lease or provided by law. Additional rules and regulations can be found in the Resident Handbook.

Notwithstanding our right to serve you a legal notice for non-compliance with the Lease, law or the Rules and Regulations, complaints for violations of these Rules and Regulations may be addressed in accordance with the following procedure:

- First:** If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.
- Second:** If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.
- Third:** If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately as additional rent. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease and/or pursue all possible remedies set forth in the lease or provided by law.
1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
  2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
  3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
  4. If the Community allows pets, you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Apartment. Otherwise, pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:

**First:** A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

**Second:** Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.
- Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.
5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
  6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
  7. Live decorations such as trees/wreaths are prohibited.
  8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.
  9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal



laws.

10. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
12. Keys and key cards belong to us and must be returned to us by the end of the Lease Term. Charges of **\$25.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs.
13. You must comply with posted Rules and Regulations.
14. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
15. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you.**
16. Subject to our right to remove it at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Community - it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.
17. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
  1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
  2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
  3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
  4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
  5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting our property by checking your apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to your apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are required to purchase insurance to cover liability you may have for damage to our property and the property of others.

18. **TANNING DEVICE WARNING AND RELEASE.** Use of the facility by you is subject to the following:
  - Your failure to wear eye protection may result in permanent damage to your eyes.

## The District on Apache

- Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain; (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to; tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult your physician before using a tanning device.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

**I acknowledge that I have read and that I understand the foregoing warning, on behalf of myself and my family and heirs. I assume the risk for any injury (including death) or accident which relates to the use or misuse of the tanning device. I waive, release, and hold harmless the owner and manager of the apartment community where the tanning device is located (as they are identified in the lease) as well as their partners, officers, employees, contractors and agents. From actions, claims, costs, damages, demands, expenses, and losses arising out of or related to the tanning device itself and/or my use or misuse of the tanning device including without limitation, the negligent acts of omissions of the foregoing released party.**

### **DANGER - ULTRAVIOLET RADIATION**

1. Follow instructions.
  2. Avoid overexposure. As with natural sunlight, exposure can cause eye and skin injury and allergic reactions. Repeated exposure may cause premature aging of the skin, dryness, wrinkling, and skin cancer.
  3. Wear protective eyewear. **FAILURE TO USE PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG TERM INJURY TO THE EYES.**
  4. Medications or cosmetics may increase your sensitivity to the ultraviolet radiation. Consult a physician before using a sunlamp if you are using medications or have a history of skin problems or believe you are especially sensitive to sunlight.
  5. If you do not tan in the sun, you are unlikely to tan from use of this device.
19. Self-balancing scooters, e.g. battery operated scooters, hands-free Segways, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.



Resident: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

## LIABILITY INSURANCE

You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, no less than **\$100,000.00** per occurrence ("Insurance Requirement") of liability limit for your liability to the landlord. At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings.

You acknowledge that Owner has made available to you and the other tenants at the Community a program (the "Program") providing tenants with an opportunity to satisfy the "Insurance Requirement" through either:

1. Providing evidence of **\$100,000.00** in landlord liability limit from an outside vendor at the time of lease inception. If you are going to show evidence of coverage from an insurance company of your choosing, you must:
  - a. Obtain and maintain a policy of **\$100,000.00** liability insurance for no less than the following causes of loss: Fire, Smoke, Explosion, Backup or Overflow of Sewer or Drain and Water Damage
  - b. Have your insurance policy designate Owner and Manager as an "additional interest"
  - c. Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Or

2. Purchase the "Program".
  - a. Total cost of the Program to you for the Landlord obtaining Landlord liability insurance is **\$12.00** per month. This includes:
    - i. **\$9.00** per month in premium payable to Landlord's insurer
    - ii. **\$3.00** per month as an administrative fee to the Landlord for the expense of billing, processing, collecting, and administering monthly payments or claims
  - b. The Program covers your liability to the landlord only. THERE IS NO COVERAGE FOR TENANT'S PERSONAL PROPERTY (CONTENTS), ADDITIONAL LIVING EXPENSES, OR LIABILITY FOR BODILY INJURY OR DAMAGE TO THE PROPERTIES OF OTHERS.
    - i. You are encouraged to speak to a licensed insurance agent to obtain these coverages if you so desire them.

Failure to provide written proof and maintain the Insurance Requirement or purchase the "Program" shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity, including enrollment into the "Program" until written proof that other insurance satisfies the "insurance requirement" is provided. Licensed insurance agents may receive commission on the "Program" and the landlord may have a profit interest or ownership interest in the insurance company taking the risk. The management company may also take an administrative fee on the "Program".

"\_\_\_\_\_"(Initial) I understand if I do not provide proof of insurance which meets the "Insurance Requirement" provision of the lease agreement that I will be automatically enrolled in the "Program". The total cost associated with the "Program" will be added to my rent until such time that I furnish evidence of outside coverage which meets the "Insurance Requirement" provision. I understand that the cost associated with the "Program" will be added to my rent if I provide proof of insurance which meets the "Insurance Requirement" but the policy is cancelled or expires.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date