



**THE DISTRICT APARTMENTS  
LEASE AGREEMENT**

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, whereby Ambling Management Company, agent for the owner of The District Apartments, Ambling whose address is 1000 District Drive, Morgantown, WV 26505 hereinafter referred to as Landlord, does hereby lease unto \_\_\_\_\_, hereinafter referred to as Resident, **BEDROOM** \_\_, hereinafter referred to as the “Bedroom”, in the premises known as **APARTMENT** \_\_\_\_\_, Morgantown, West Virginia (the “Apartment”), along with the right to use in common with other Residents of the Apartment and such Residents’ agents and guests, the living room, kitchen and any bathroom(s) located within the Apartment not leased to another Resident for that Resident’s exclusive use within said Apartment, with the Bedroom, Bathroom and those portions of the Apartment which Resident may use in common with others being hereinafter referred to as the Premises for a period commencing on the \_\_\_\_\_ **and ending on the** \_\_\_\_\_ at 12:00 p.m.at a total base rental of \_\_\_\_\_ payable in **TWELVE** equal installments of \_\_\_\_\_ in advance, without notice, deduction, setoff, or demand, on the lease commencement date and then on the first day of each month until the end of the Lease term. Resident shall be deemed to have taken possession of the Premises as of \_\_\_\_\_.

Payment 1: \$ _____ due _____	Payment 5: \$ _____ due _____	Payment 9: \$ _____ due _____
Payment 2: \$ _____ due _____	Payment 6: \$ _____ due _____	Payment 10:\$ _____ due _____
Payment 3: \$ _____ due _____	Payment 7: \$ _____ due _____	Payment 11:\$ _____ due _____
Payment 4: \$ _____ due _____	Payment 8: \$ _____ due _____	Payment 12:\$ _____ due _____

This Lease is executed upon the following terms, covenants, rules, and regulations which the Landlord and Resident agree to keep and perform:

1. **SECURITY DEPOSIT:** Landlord hereby acknowledges receipt from Resident of the sum of **\$300.00**, of which \$175 shall be non-refundable and the remainder shall be retained for the faithful performance by the Resident of the covenants, conditions, rules and regulations contained herein. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by Resident or the Resident’s agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by the Landlord. In the event that the Resident fails to perform and observe all of the obligations and conditions to be performed and observed on the part of the Resident, then the Landlord may apply all or any part of the security deposit to the costs or damages incurred or suffered by the Landlord as a result of any such default. The applications of the deposit shall not relieve the Resident from such default, nor shall it prejudice the Landlord in any way from seeking damages from or any recovery against the Resident. It is understood and agreed, however, that irrespective of said Security Deposit, rent shall be paid when due for the entire term of the lease including the last month, in accordance with the terms hereof. Within sixty (60) days after the expiration of the Lease Term, any portion of the security deposit not retained by the Landlord along with a written list of any charges against the Security Deposit claimed by the Landlord and the actual costs, shall be returned to the Resident to the forwarding address provided to the Landlord by the Resident or in the absence thereof, to the last known address for the Resident. No deposit shall be returned to any Resident prior to the expiration of the Lease and surrender of the premises to the Landlord.

2. **PET POLICY:** All pets may not be over 30 pounds and must consist of dogs and/or cats, no reptiles (such as snakes), rabbits, mice, hamsters and so forth. Resident must submit written approval from all roommates to the leasing office before placing such pet into the Premises and must pay a \$350.00 pet fee which is non-refundable. In addition, there is a monthly fee of \$25.00 added to the monthly lease installment as shown on page one. Pets shall not be permitted in the clubhouse or pool area at any time. Any violation of this policy shall require that Resident immediately undertake all necessary cleaning of the Premises and repair of any damage to the satisfaction of Landlord and will subject Resident to a service fee of \$200.00. In addition to the foregoing, a subsequent violation of this policy will result in eviction from the Premises. **It is also required that all resident’s who have approval to have a pet carry renter’s insurance.**

**ASSIGNABILITY:** In the event of sale or transfer of the Landlord’s interest in the Premises by Landlord, the Resident agrees to accept such new owner as the Landlord under this Lease Agreement, and to look solely to the Agreement, including, without limitation, the return of the security deposit. Upon such sale, the Landlord shall have no further obligations or liability pursuant to this Lease Agreement.

Landlord \_\_\_\_\_; Resident \_\_\_\_\_

4. **POSSESSION PRIOR TO COMMENCEMENT OF LEASE:** If permission is given to Resident to enter into possession of the Premises prior to the date specified for the commencement of the term of this Lease. Resident covenants and agrees that such occupancy shall be deemed to be under all of the terms, covenants, rules and regulations of this Lease, with the rent provided for under this Lease to be apportioned on a daily basis for the period of occupancy prior to the lease start date.

5. **DEFINITION OF RENT:** All payments from Resident to Landlord required under the terms of this Lease, including, but not limited to, court costs, shall be deemed rent.

6. **PAYMENT OF RENT:** Resident shall pay the rent at the Landlord's office at 1000 District Drive, Morgantown, West Virginia, 26505 or at such other place as may be designated by the Landlord. All rental payments made by Resident to Landlord shall be by check, or money order. Should any check given by Resident to Landlord be dishonored by Resident's bank, Landlord shall have the right to require that all future rent payments, except as may otherwise be required by law, be paid by money order or certified check. The Landlord will accept rent during Landlord's business hours as posted, at Landlord's business office or at the marked rent drop box in the entry foyer of the clubhouse or by mail at 1000 District Drive, Morgantown, West Virginia 26505.

If applicable, Resident acknowledges that a parent or sponsor has executed a *Parental or Sponsor's Guaranty Agreement* in connection with the Lease, which, among other things, allows the Landlord to process payments for sums due from Resident under the Lease, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, re-letting charges, utility charges, fines or other amounts to such parent or sponsor's authorized credit card, if not paid by Resident. Unpaid rent charges will be charged to the authorized credit card if payments are not received by 8:00 am on the eleventh (11<sup>th</sup>) day of the month. Landlord shall have the option to submit any unpaid charges owed by Resident to a collection agency, in which event Resident also shall be liable for all fees charged by the collection agency. Addition to all other remedies afforded Landlord under the said lease agreement, the landlord reserves the right to discontinue the internet to said room until rent is paid in full.

7. **LATE CHARGE:** Rent is due on the first day of each month for the duration of the lease term. If the rent remains unpaid at 8:00 am on the sixth (6<sup>th</sup>) day of the month, Resident will pay, as additional rent, a charge of fifty dollars (\$50.00). Thereafter, Resident will pay, as additional rent, a charge of five dollars (\$5.00) for each day that rent remains unpaid. It is understood and agreed that the Landlord reserves the right to institute legal proceedings for rent damages and/or repossession of the premises in the event the full amount of the rent is not paid by 8:00 am on the eleventh (11<sup>th</sup>) day of the month. The Landlord reserves the right to discontinue the internet in said room until the rent is paid in full.

8. **BANK RETURNED CHECKS:** Any payment made by check which does not clear the bank costs the Landlord additional expenses for bookkeeping and clerical services and, therefore, Resident will pay to Landlord thirty-five dollars (\$35.00) for each such bank returned check. The amount of the check plus the thirty-five dollar charge and any applicable late fees that have since accrued shall become due, payable by cashier's check or money order within 24 hour notification to Resident.

9. **UTILITIES:** Landlord will pay all charges for heat, water, sewerage, basic cable/satellite service, computer data connection and electricity used in the Apartment during the term of this Lease, and any extension thereof. Resident shall, however, for each three month period in which the total of such charges for water, sewerage, gas and electricity exceed an average of \$40.00 per month per Resident if the Apartment is a two bedroom, two bath apartment, \$35.00 per month per Resident if the Apartment is a three bedroom, three bath apartment, and \$30.00 per month per Resident if the Apartment is a four bedroom four bath apartment, immediately reimburse Landlord, as additional rent, Resident's pro rata portion of such excess utility charges. Landlord agrees to bill Resident on or about the 25<sup>th</sup> of the month following the end of each three-month period for the amount due from Resident on the first of the following month. Landlord further agrees to make available utility and governmental bills and all calculations used to determine Resident's pro-rata share in Landlord's office on the same day the bills are mailed and for seven days thereafter. The Resident's share will be computed as follows: The total gas, water, sewerage and electricity bills paid by the Landlord during the previous three months for the said Apartment will be divided by the number of bedrooms in the Apartment.

10. **ALTERATIONS:** Resident will leave the Premises and the Apartment at the end of the Lease term in as good condition as received, reasonable wear and tear excepted, and will not, make any alterations, additions or improvements (including painting and papering) to either the Premises or the Apartment. Notwithstanding the above, any alterations, additions or improvements of a permanent nature which may be made to either the Premises or the Apartment shall, at the expiration of the Lease term, be the property of the Landlord and remain with the Premises and/or the Apartment.

11. **COMPLIANCE WITH RULES AND REGULATIONS:** The Resident, Resident's family, employees, agents and guests, will observe and comply with the University's Code of Student Conduct and the rules and regulations set forth in this Lease and which are to be considered a part hereof, and with such further reasonable rules and regulations as the Landlord may adopt. In the event Resident, Resident's family, agents, employees or guests violate any term or provision of this Lease, or the rules and regulations thereof, Resident shall pay to Landlord damages and expenses incurred by Landlord as a result thereof.

12. **NON-WAIVER:** The failure of the Landlord to insist upon a strict compliance with any of the covenants, rules or regulations of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, rule, regulation or option, but that all covenants, rules, regulations and options shall remain in full force and effect. Landlord shall not be liable or responsible to Resident for the violation of any covenant, rule or regulation in any other lease by any other Resident.

13. **DEFAULT:** If (i) any of the representations made by Resident in Resident's Lease Application or this Lease Agreement are misleading or untrue; or (ii) if Resident, Resident's employees, agents, invitees or guests violate any provision of this Lease or any rule or regulation herein imposed, then Landlord may treat such as a breach of this Lease. Resident's possession of the Premises shall be terminated upon thirty days notice from Landlord. Under such circumstances, Landlord may re-enter and take possession of the Premises by utilizing applicable law. If Resident's possession of the Premises should be so terminated, or if the Premises should otherwise become vacant during the term of this Lease, the Resident will remain liable to the Landlord for the rent through what would have been the expiration date of this Lease, had Resident's possession not been so terminated; and shall further remain liable for such other

damages sustained by the Landlord due to Resident's breach of Lease and/or Resident's termination of possession of the Premises so long as such liability is not expressly prohibited by applicable law. Such other damages shall include, but are not limited to, costs incurred in recovering possession of the Premises, costs incurred in re-letting the Premises and costs incurred in preparing the Premises for reletting.

14. **SUBLETTING:** Resident may sublet said Premises, with the prior written consent of Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord. In the event Landlord agrees to an assignment of this Lease or a subletting of the Premises, Resident will be charged a fee of \$350.00 for the additional administrative work involved. The Resident will lose their security deposit as it will transfer to the Sublessor. The Sublessor will be required to complete the standard application process and execute a lease. Once the Sublessor signs the lease, pays rent and takes possession of the Premises, Resident's legal obligations under this lease shall be terminated.

15. **INTERRUPTION OF SERVICE:** The Resident will receive no rent reduction, nor will Landlord be liable to Resident, due to repairs or interruption of services to utilities, appliances or equipment in or about the Premises or due to defects in the Premises not caused by Landlord's fault, omission, negligence or other misconduct; or due to the inability of Landlord to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto, for Landlord to stop or curtail the operation of said equipment or utilities, Landlord may do so, but in such case due diligence shall be used to complete the work.

16. **RIGHT OF ENTRY:** The Landlord and its agents, employees and duly authorized representatives shall have the right to enter the premises at all reasonable times and upon 24 hour notice to the Resident for the purposes of: (a) inspecting the condition of the same and making such repairs, alterations, additions or improvements thereto as it may deem necessary or desirable; (b) exhibiting the same to persons who may wish to purchase or lease the same; and (c) during the last thirty (30) days of the Lease Term, making such improvements in the Premises as the Landlord deems appropriate in connection with preparing the Premises for the next Resident. The Landlord shall have the right to enter without notice in an emergency and to check for all suspected lease violations. In the event there is a vacant bedroom in the apartment, management may enter without 24-hour notice to show the vacant bedroom to prospects and a new roommate may move into the premises at any time without notice. It is agreed by all parties to this lease that a pest control service schedule given to each Resident at the beginning of said Lease giving notice of a monthly pest control treatment shall meet the statutory 24-hour notice requirement.

17. **DESTRUCTION OF PREMISES:** In case of damage to the Premises by fire or the elements (not caused by the fault, omission, negligence or other misconduct of Resident, Resident's employees, agents, invitees or guests), the Landlord will repair the damage, the rent being suspended only for such time as the Premises, in the reasonable opinion of Landlord, shall remain unable; but if the Premises are so damaged that the Landlord shall decide that it is not advisable to repair the Premises with the Resident occupying same, this Lease shall terminate and the Resident shall only be liable for rent to the date of damage.

18. **NOTICES:** All notices from Resident to Landlord shall be delivered personally to the Leasing Office at 1000 District Drive or sent by certified mail, return receipt requested, and addressed to Landlord at 1000 District Drive, Morgantown, WV 26505. All notices from Landlord to Resident shall be delivered personally or to the Apartment, or sent by First Class or Certified Mail, addressed to Resident at the Apartment or, after vacating the Premises to any forwarding address provided to the Landlord in writing.

19. **ENTIRE AGREEMENT:** This Lease contains the entire agreement between Landlord and Resident, and can only be changed in writing, signed by both parties, except that Landlord may unilaterally modify the rules and regulations contained herein in accordance with Section 11 of this Lease Agreement.

20. **SEVERABILITY:** If any provision of this Lease or application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application; and to this end, the provisions of this Lease are declared to be severable.

21. **RELOCATION OF RESIDENT:** To promote the well-being of its student residents; to maintain, operate or renovate facilities; to establish a special interest building, floor, unit or section; to convert or consolidate rooms for occupancy by the opposite sex; to fill an apartment; or for the other reasonable purposes, Landlord may require Resident, upon seven days prior notice, to relocate to another apartment within The District Apartments.

22. **CONDITION OF PREMISES:** At all times during the tenancy, Landlord will comply with all applicable provisions of any Federal, State, County or municipal statute, Code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part. Landlord shall be responsible for repairs to the Premises, its equipment and appliances furnished by Landlord, except that Resident agrees to pay the cost for all labor and material for repairs or replacement if the damage or malfunction to the Premises, its equipment or appliances or any other part of the apartment community, is due negligence or misuse by the Resident, Resident's invitees, guests, agents or employees. Such damages that occur in the shared areas of the Premises are the shared responsibility of the Residents and resulting bill shall be divided between every resident of the Premises unless one Resident willingly assumes responsibility for said damage.

23. **ACCEPTANCE OF PREMISES:** Resident accepts said premises in their present condition, as evidenced by a Move-in Acceptance Form provided to Resident upon move-in and returned to Landlord within 48 hours of move-in. Resident agrees that unless, within forty-eight (48) hours of the first to occur of the commencement of this Lease Agreement or Resident's occupancy of the Premises, Resident sends notice to Landlord (in accord with Section 18 of the Lease) to the contrary, Resident will be deemed to acknowledge that the Premises are in good condition. Resident further agrees that when Resident vacates the Premises, the Premises will be left in the same condition as when leased, reasonable wear and tear excepted.

24. **FURNISHINGS:** Resident agrees that unless, within five (5) days of the first to occur of the commencement of this Lease Agreement or Resident's occupancy of the Premises, Resident sends notice to Landlord (in accord with Section 18 of the Lease) to the contrary, Resident will be deemed to acknowledge that the Premises contain the furnishings specified below, hereinafter referred to as the "Furnishings", and that said Furnishings are in good condition. Resident further agrees that when Resident vacates the Premises, all of the Furnishings will remain in the Premises and be in the same condition as when Resident occupied the Premises, reasonable wear and tear excepted. Resident will be billed the total

replacement cost of any furnishing(s) in place at move-in and not on the Premises when Resident vacates or any furnishing(s) damaged beyond usable condition. Resident will be billed for the total cost of repair for any furnishing that is damaged but repairable. Resident agrees that furniture provided by the landlord will not be removed from the intended apartment for any reason, including usage for balconies and breezeways.

COMMON AREA: two (2) sectional sofas, one (1) corner loveseat, one (1) coffee table, one (1) entertainment center, one (1) microwave, one (1) refrigerator, one (1) electric range, one (1) dishwasher, one (1) clothes washer/dryer, one (1) dining table, four (4) dining chairs, window treatments

RESIDENT'S BEDROOM: one (1) full size bed and one (1) mattress, one (1) nightstand table, one (1) desk chair, one (1) dresser, window treatments

25. **VEHICLE PARKING:** Any vehicle parked by Resident or Resident's family, employees, agents or guests in the parking areas must display, as directed by Landlord, a valid parking hangtag as provided by Landlord, one per Resident. Any vehicle or other property parked on the premises without a valid parking hangtag will be towed at owner's risk and expense. Resident will obey all parking and speed regulations which Landlord may promulgate or post, and park, in the designated parking areas, only one properly tagged and functioning passenger motor vehicle, or truck whose appearance, in Landlord's reasonable opinion, does not detract from the apartment community, and will not permit nor maintain any commercial vehicles or trucks in excess of 3/4 ton GVW, trailers, campers or boats in or about the apartment community. Resident shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas within 24 hours of request by Landlord. If Resident shall fail to comply with this Section 25, Resident agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area. Any vehicle or other property improperly parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner's risk and expense. The Lessee agrees that the Lessor shall not be responsible for any loss, theft or damage to the motor vehicle or to any articles left in the motor vehicle, parked on the premises by the Lessee, its agent or invitee. Any vehicle parked by Resident or Resident's family or guests in the parking areas must also be parked in a designated, lined parking space. Parking anywhere else will result with the vehicle being towed at the owner's expense.

26. **USE OF PREMISES:** The Resident shall use the premises for residential purposes only. No commercial venture or business of any kind may be operated from the Premises. All parties living in said apartment must be a party on the applicable, executed Lease, with the exception of minor children. The Resident may allow temporary guests to stay on the premises, only with the consent of all roommates in the applicable apartment, a maximum of seven days per calendar month.

The use of the premises, balconies, elevator, parking spaces, laundry equipment, volleyball court, pool, grilling area (if provided), clubhouse, fitness center, computer lab, community kitchen, and all other common facilities provided by Landlord shall be at the risk of Resident, Resident's guests, invitees, employees and agents, each of whom does hereby and release and indemnify Landlord from and against any claim, demand, debt, liability, judgment, cost or expense, damage to person or property or injury to or death of any person arising out of use of such common areas.

Resident covenants that he will (a) keep the part of the premises he uses and occupies safe and sanitary; (b) dispose of all rubbish, garbage and other wastes in a clean, safe and sanitary manner in the large steel dumpsters provided by Landlord for the purpose only; (c) refrain and forbid his guests from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or any part of the Premises or common area; (d) conduct himself and require his guests to conduct themselves in a manner which will not disturb his neighbors peaceful enjoyment of the premises.

Resident shall purchase and install 60-watt bulbs that burn out during the term of the lease; however, Landlord shall replace any fluorescent bulbs and the vanity bulbs in the bathroom upon Resident request.

Resident shall not allow any hair, thread, razors, toothbrushes, bottle caps, rags, paper towels or rubbish of any kind to enter the drainage pipes of the toilet, sinks or bathtub of the Premises. Resident shall be billed for the labor and parts to repair damages due to such negligence. Such damages that occur in the shared areas of the Premises are the shared responsibility of the Residents and resulting charges shall be divided between every resident of the Premises unless one Resident willingly assumes responsibility for said damage.

27. **USE OF FACILITIES:** Use all facilities which Landlord provides for Resident's comfort, such as a swimming pool, parking areas, volleyball, basketball, tanning rooms, fitness center, clubhouse and computer center (none of which facilities are included in the rent) solely at Resident's own risk, and Resident agrees that Landlord shall not be responsible for any injury to person or loss or damage to property arising out of Resident's use thereof, unless the same is caused solely by Landlord's fault, omission, negligence or other misconduct. Resident agrees to indemnify and hold harmless the Landlord and its agent(s) from and against any and all claims or demands, cost or expenses arising out of or in any way related to my use of the facilities. The Landlord may revoke use of any of these facilities without affecting the remainder of this Lease. Landlord will provide a seasonal outdoor swimming pool for Resident's use in common with others, Resident agrees to comply with, and to cause Resident's family and guests to comply with, all rules and regulations relating to the use thereof, which Landlord posts at or near the pool or mails to Resident (in accordance with Section 18 of this Lease Agreement). A failure to comply with said rules and regulations may result, at Landlord's option, in Landlord revoking Resident's use of the pool.

Resident agrees to follow all rules and regulations established by the Landlord and its agent with respect to the use of the facilities. Resident understands that any instructors in the Fitness Center are independent contractors and neither they nor the Landlord and its agent are to be relied upon for my health or safety. Resident hereby represents to the Landlord and its agent that (1) Resident will only use the equipment in the Fitness Center which Resident is capable of using and understand how to use safely, (2) Resident does not have any health problems which would restrict Resident's ability to use the Fitness Center; and (3) whether or not any health problems exist, Resident is using the Fitness Center at Resident's own risk and discretion.

Resident's are cautioned regarding use of the tanning facilities and are advised as follows:

1. Failure to wear eye protection may result in permanent damage to your eyes.
2. Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
3. Exposure to ultraviolet light (whether from natural or artificial sources) may result in skin damage,

including premature aging of the skin.

4. Abnormal skin sensitivity or burning may result from reactions between ultraviolet light and certain: (a) foods; (b) cosmetics; or (c) medications, including but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
5. If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
6. If you are pregnant, you should consult your physician before using a tanning device.
7. 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.

RESIDENT ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE FOREGOING WARNINGS AND AGREE TO USE PROTECTIVE EYEWEAR AND FOLLOW THE OTHER PRECAUTIONS WHEN USING THE TANNING DEVICE. ON BEHALF OF RESIDENT, RESIDENT'S FAMILY, HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS RESIDENT ASSUMES THE RISK FOR ANY INJURY, DAMAGE (INCLUDING DEATH) OR ACCIDENT, WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO RESIDENT'S USE OF THE TANNING DEVICE. RESIDENT FURTHER AGREES TO REVIEW THE SIGNS POSTED IN THE TANNING FACILITY, WHICH CONTAIN ADDITIONAL WARNINGS.

28. **NOISE & BEHAVIOR:** Resident will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Resident, Resident's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts, quiet enjoyment or convenience of other Residents or Landlord.

Resident will not permit to enter the Premises or to remain therein any person who engages in improper behavior. Resident further agrees not to conduct, give or permit vocal or instrumental instruction or practice in the Premises. Resident shall further prevent any person on the Premises with Resident's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the building, the Apartment, or the Premises or the facilities, equipment or appurtenances thereto, nor may the Resident do any such thing.

29. **ILLEGAL DRUGS:** If Resident, Resident's employees, agents, invitees and/or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Resident will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Resident's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as defined under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or if the Landlord has actual knowledge of or has reasonable cause to believe that the Resident or any person on the premises with the consent of the Resident previously has or presently is engaged in a violation as described in West Virginia Revised Code Sec. 1923.02(A)(6)(2)(i) dealing with drug offenses.

30. **RENEWAL OF LEASE:** Resident agrees to notify Landlord in writing one-hundred and eighty (180) days in advance of the lease end date of his intention to renew the lease on said apartment. Failure to provide such notification will be considered by the Landlord as Resident's intent to vacate the apartment at the end of the current lease term.

31. **SURRENDER OF PREMISES:** Upon termination of the leasehold interest of the Resident, whether by lapse of time or otherwise, the Resident shall at once surrender the possession of the premises to the Landlord in the same condition as the premises were in upon delivery thereof, excepting normal wear and tear, and shall return all electronic keys, deadbolt keys and mailbox keys for the Premises to the leasing office at 1000 District Avenue, Morgantown, West Virginia 26505. If all keys are not immediately surrendered, the Resident shall pay an additional charge of \$35 to cover the cost of changing the lock(s) and/or replacing the electronic key. If upon such event the Resident does not at once surrender possession of the same and remove all Resident's property therefrom, and clean the premises and remove all trash, the Landlord may forthwith reenter and repossess the same, clean the premises, remove all Resident's property therefrom, without being guilty of trespass or of forcible entry or detainer and without any liability to the Resident for loss or damage to the Resident's property and thereafter, the Landlord may recover from the Resident all costs and expenses incurred in cleaning, removing trash, and removing Resident's property. Any fixture or chattels left in the Premises upon the termination of the lease shall be declared abandoned and will become the property of the Landlord. It is understood that if the next Resident is unable to enter and occupy the premises by reason of the holding over past the lease end date of Resident, Resident shall be liable for damages incurred by the next Resident.

32. **ABANDONMENT:** If any of your property is left in the apartment or on the premises after you vacate or abandon the apartment, we may remove or dispose of that property and you waive any claim for damages as a result of our disposal of it. Any such property shall be considered Landlord's property and title shall vest in Landlord. Landlord shall also have the right to re-rent the apartment after Resident(s) abandons the same. Landlord in its sole discretion shall have the right to determine those other circumstances under which it considers the apartment to be abandoned. Resident(s) agrees that such circumstances as evidence of his abandonment of the premises include, but are not limited to, the failure to pay rent or other charges, discontinuance of any utility service, failure to respond to any notices, phone calls or correspondence from Landlord, or removal of Resident(s) personal property for the apartment. Resident(s) understands that a Resident(s) tenancy still exists during the time that the Resident(s) personal possessions remain in the apartment after the Resident(s) household has personally ceased occupancy with the intent to vacate and leave the community, until such time as the personal possessions have been removed voluntarily or by legal means, subject to the provision of the State or local law in such matters.

33. **INDEMNIFICATION:** Resident agrees to indemnify and save harmless the Landlord against all liability, including liability arising from death or injury to person or property, during the term of this Lease, and any renewal or extension thereof, caused by any act or omission of the Resident, or of the family, guests, agents or employees of the Resident.

34. **LIABILITY OF LANDLORD:** Landlord shall not be liable for any injury, damage or loss to person or property caused by other Residents or other persons, or caused by theft, vandalism, fire, water, smoke, explosions or other causes

unless the same is exclusively due to the omission, fault, negligence or other misconduct of the Landlord. Failure or delay in enforcing Lease covenants of other Residents shall not be deemed omission, fault, negligence or other misconduct on the part of the Landlord. Resident shall defend and indemnify Landlord from any claim or liability from which Landlord is hereby exonerated.

35. **AGENCY:** If any employee of Landlord's at Resident's request, moves, handles or stores anything, or drives or parks Resident's motor vehicle, then and in every case, such employee shall be deemed Resident's agent, and Landlord shall not be liable for any loss, damage or expense in connection therewith. All property that is on the Premises during the term shall be at the sole risk and responsibility of Resident.

Initials

36. **INSURANCE:** During the term of this Lease, and any extension thereof, Resident should, at Resident's sole cost and expense, purchase renter's form homeowner's insurance coverage providing for personal liability (bodily injury and property damage) coverage with a limit of not less than \$500,000.00 each occurrence and \$5,000.00 in medical payments coverage; and further, providing coverage to keep Resident's personal property on and in the Premises insured for the benefit of Resident against loss or damage resulting from broad form named perils on a replacement cost basis. Resident acknowledges that Landlord does not carry any insurance on Resident's personal possessions.

37. **SMOKE DETECTOR:** Resident acknowledges that as of the date of initial occupancy, the Unit is equipped with one or more smoke detectors; that Resident has inspected the smoke detector(s), and that Resident finds it/them to be in good working order. **Repair.** Resident agrees that it is Resident's duty to regularly test the smoke detector(s). Resident further agrees to notify the Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and to notify the Landlord of the need to install, inspect or repair the smoke detector(s). Within seven (7) days of receipt of such written notification by Landlord owner shall repair the smoke detector(s), assuming the availability of labor and materials. **Maintenance.** Resident agrees to replace the smoke detector(s) battery if necessary. Resident must not disconnect or intentionally damage a smoke detector or remove the battery of a smoke detector without immediately replacing it with a working battery. Resident may be subject to damage, civil penalties and attorney's fees for not complying with this provision. **Replacement.** Resident agrees to reimburse the Landlord, upon request, for the cost of a new smoke detector and the installation thereof in the event Resident, his or her guests and/or invitees damage the existing smoke detector(s). **Disclaimer.** Resident acknowledges and agrees that the Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). Resident assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction of the smoke detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s). No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by Landlord, its agents or employees to Resident regarding said smoke detector(s), or the alleged performance of the same, Landlord neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose, or habitability, or any and all other expressed or implied warranties, except as expressly provided in statute, Landlord shall not be liable for damages or losses to person or property caused by (1) Resident's failure to regularly test the smoke detector(s); (2) Resident's failure to notify Landlord of any problem, defect, malfunction, or failure of the smoke detector(s); (3) theft of the smoke detector(s). There are no warranties, which extend beyond the description on the face hereof. Resident assumes all liability to test the detector(s) and hereby releases and exonerates Landlord from any and all liability resulting from any defective detector(s) which Resident shall not have specifically reported to Landlord.

38. **SECURITY PROTECTION:** Except for locks on doors and windows, Landlord does not provide any type of security protection in, on or about the Premises. Attached hereto as Exhibit C is an Acknowledgement of Safety Policy which is incorporated herein.

39. **CONDEMNATION:** In the event the Premises, or any part thereof, shall be taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking and Resident shall thereupon be released from any further liability hereunder. Under such circumstances Landlord shall be entitled to receive the entire award in the condemnation proceeding.

40. **SECTION HEADINGS AND NUMBERS:** Section Headings and Section Numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, construe or describe the scope or intent of such sections or in any way affect this Lease.

41. **HEIRS AND ASSIGNS:** This Lease, and all covenants, conditions, rules and regulations herein contained, are binding upon and shall inure to the benefit of the successors and assigns of the Landlord and the heirs, administrators and those assigns of the Resident who shall have been approved in accordance with Section 14 of this Lease.

42. **ENTIRE AGREEMENT HEREIN:** This Lease contains all agreements, promises, and undertakings between Resident and Landlord and there are no verbal or oral agreements, promises, or undertakings of any kind or nature and no verbal or oral agreements hereafter made shall be binding upon either the Resident or Landlord unless reduced to a writing and signed by the parties. This lease shall not be binding on the Landlord until executed by the Landlord or an authorized employee of Landlord.

43. **APPLICABLE LAW:** This Lease shall be given effect and shall be construed by application of the law of West Virginia.

44. **SUBORDINATION, ATTORNMENT, ESTOPPEL CERTIFICATES:** In consideration of the execution of this Lease by Landlord, Resident accepts this Lease subject to any master leases, security interest or first mortgage which might now or hereafter constitute a lien upon the Premises or any building or improvements within the apartment community and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Premises or the common areas of the apartment community. Although no instrument or act on the part of the Resident shall be necessary to effectuate such subordination, Resident shall, nevertheless, for the purposes of confirmation, at any time hereafter, on demand, in the form(s) prescribed by Landlord, execute any instruments, certificates, releases or other documents that may be requested or required by any holder of any superior interest for the purposes of subjecting and subordinating this Lease to the lien of any such master lease, security interest, mortgage, or superior interest. Resident hereby appoints Landlord as his/her attorney in fact, irrevocably to execute and deliver any

such instrument or document for Resident should Resident fail or refuse to do so. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by the owner of the apartment community or in the event a deed is given in lieu of foreclosure of any such mortgage, Resident shall attorn to the purchaser, or grantee in lieu of foreclosure, upon any such foreclosure or sale and recognize such purchaser, or grantee in lieu of foreclosure, as the Landlord under this Lease. Resident agrees to furnish from time to time when requested by Landlord, a certificate signed by Resident to the effect that this Lease is then presently in full force and effect and unmodified (or has been modified and is as set forth in the certificate); that the term of this Lease has commenced and the full rental is then accruing hereunder: the amount of rent currently being paid by the Resident; that Resident has accepted possession of the Premises and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Resident; that the address for notices to be sent to Resident is as set forth in this Lease (or has been changed by notice duly given and is set forth in the certificate); that Resident, as of the date of such certificate, has no charge, lien, or claim of offset under this Lease or otherwise against rents or other charges due or to become due hereunder; and that to the knowledge of Resident, Landlord is not then in default under this Lease. The certificate shall also contain such other and further information as may be requested by Landlord.

45. **PACKAGE RELEASE:** Resident hereby gives permission to The District Apartments, its Landlord, representatives, managing agents, and employees to accept packages on my behalf. Resident also holds harmless and understands that the Landlord, Landlord's representatives, managing agents, employees and all other subsidiaries are not liable or responsible for the acceptance of such packages that are delivered to Resident(s) by the United States Postal Service, UPS®, FedEx®, FedEx Express®, or any other mail delivery service.

This shall include packages that are delivered to the leasing office or that are left outside the Resident's apartment by the deliverer. Resident(s) shall be responsible for notifying senders of the proper address (including apartment number) and delivery methods to ensure the package is received.

In addition, Resident agrees that Landlord has the right to refuse acceptance of any package(s) and have at any time returned so called packages if not removed from the management office within 15 business days.

46. **EXHIBITS:** Resident acknowledges that the following Lease Exhibits have been received and reviewed and are considered to be part of this Lease, and must comply with the information provided within those exhibits. The lease exhibits are as follows:

- a) Rules & Regulations (Community Policies)
- b) Mold Information & Prevention
- c) Acknowledgement of Safety
- d) Video & Internet Services Addendum

In Witness Whereof the parties hereto have executed this Lease Agreement the day and year first above written:

WITNESS/ATTEST:

AMBLING MANAGEMENT COMPANY,

\_\_\_\_\_

By: \_\_\_\_\_

- Landlord -

\_\_\_\_\_

- Resident -

## EXHIBIT A

### RULES AND REGULATIONS COMMUNITY POLICIES

#### GENERAL:

**SOLICITATION** of any nature is not permitted on the Premises, including, but not limited to peddling door to door, posting fliers on apartment doors or vehicles, distributing handbills, fliers or circulars. Fliers may be placed on community bulletin boards in the Clubhouse.

**PARKING:** Only vehicles with a valid District hangtag on the rear-view mirror will be permitted to park on the Premises. Any vehicle or other property parked on the premises without a valid parking hangtag will be towed at vehicle owner's risk and expense. One hangtag will be distributed per bedroom. There will be a charge of \$20 for replacement of the hangtag due to loss, theft, or destruction. Motorcycles must park in the designated motorcycle parking area and may not park on the asphalt. The maintenance or washing of vehicles is not permitted on the Premises.

#### USE OF UNIT:

**BEDROOM ASSIGNMENTS** within the apartment are a condition of the lease agreement and may not be changed, traded or otherwise altered from that stated on the lease.

**WATERBEDS** are not permitted on the Premises.

**MATTRESS COVER:** Each Resident is required to purchase and install a waterproof mattress cover on the mattress in his/her room.

**DART BOARDS** are not permitted on the Premises.

#### **WALLS:**

- a. Double-sided tape is extremely damaging to the walls and woodwork and is not to be affixed in any manner in any area of the Premises.
- b. Small finishing nails, no larger than 2d, may be used to display pictures, but must be kept to a maximum of eight (8) per each room within the apartment. Resident will be charged for the patching and repair of screw holes, excessive nail holes and related drywall damage.
- c. Stick-um may be used to hang posters; however, only the white or gray color may be utilized as the blue will permanently stain the walls for which Resident will be charged.
- d. Mirrors are not to be affixed to the walls, doors or any part of the Premises and Resident will be charged for the removal of such.
- e. Painting and wallpapering of any nature is not permitted.

**INSTALLATION OF ADDITIONAL FIXTURES OR APPLIANCES** including but not limited to washing machines, dryers, dishwashers, and air conditioners is not permitted.

**FIRE HAZARDS:** Gas and charcoal grills are not permitted inside of units, or on balconies or patios and may not be stored in any common areas upon the property, nor may any type of accelerant, fuel or other combustible material that would increase the risk of fire, be stored in the apartment or in any common areas on the Premises. Kerosene heaters are not permitted on the Premises. No objects at all may be stored in the utility closet, which houses the hot water tank and furnace.

#### **BALCONIES, WINDOWS, SILLS:**

- a. Only lightweight patio furniture intended for exterior use may be located on the balcony at any time. The furniture provided by Landlord may at no time be placed on the balcony. A maximum of six persons may be on any one balcony at the same time.
- b. Resident must not throw or drop any item of any nature out of the windows or doors or from the patio or balcony.
- c. No signs, flags, lights, decorations, advertisements, paper, banners, tiki torches, or article of any type may be affixed to or displayed on the exterior windows, French doors, balcony, balcony railing or exterior of the building nor may any items be suspended outside of the building.
- d. Landlord will provide white mini-blinds on each exterior window and door and this must be the only object seen in the window or door from the outside to maintain the uniform appearance of the property.
- e. Resident shall be billed actual replacement cost for any window panes that are broken after they take occupancy of the Premises.
- f. Cigarettes are not to be thrown off balconies, out of windows or on the ground anywhere on the Premises or extinguished on any part of the building. It is suggested that a coffee can filled with sand be utilized as a receptacle by any resident who utilizes the balcony or patio as a smoking area.

**LOCKS:** Under no circumstances may Resident change any of the locks on the Premises.

#### **CONDUCT:**

- a. All exterior windows and doors must remain closed when a stereo or any type of music or instrument is being played so as not to disturb the other residents in the community.
- b. No noisy or disorderly conduct annoying or disturbing to other occupants of the Premises shall be permitted.
- c. Kegs of alcohol are absolutely banned from the Premises under any circumstances.
- d. Firearms and any type of explosive or incendiary device is expressly prohibited from the Premises, including but not limited to the parking lots, grounds, common areas or any part of the apartment community.

**SANITATION:** Resident must keep the Premises in a neat, clean, sanitary condition at all times.

#### COMMON AREAS:

- a. **GARBAGE** must be taken directly from the Apartment to the community trash compactor provided for that purpose. Trash bags, refuse and/or personal property may not at any time be left outside of the Apartment door or placed anywhere else upon the Premises. There will be a \$50 charge for violation of this policy.
- b. **SMOKING** is not permitted inside of the Clubhouse.

Landlord \_\_\_\_; Resident \_\_\_\_

**CLUBHOUSE:** Use of all facilities which Landlord provides for Resident's comfort, such as a swimming pool, parking areas, volleyball, basketball, tanning rooms, fitness center, clubhouse and computer center (none of which facilities are included in the rent) is solely at Resident's own risk.

- a. Individuals under the age of 18 must be accompanied by an adult at all times when in any area of the clubhouse or the pool area. The equipment in the fitness center is not designed to be used by children and use shall be restricted to those ages 14 and up.
- b. Use of the Computer Lab is restricted to Residents only. Guests may not use the computer lab. Resident may use the computers and printer located in the lab during the posted Clubhouse hours. Resident must supply his/her own floppy disks and paper. Resident must save documents onto a floppy disk and should not ever save documents onto the hard drive of the computer. Resident(s) may not alter the system setup of the computers in the lab.

**POOL RULES:** The pool facilities shall be for residents and their guests only. Residents may have up to two guests and must accompany their guests in the pool area at all times. Residents shall conduct themselves in a safe and proper manner at all times and shall comply with posted rules and regulations regarding the use of the pool. Any resident or guest who is observed in violation of the rules or engaging in unsafe or inappropriate conduct, will be instructed to leave the pool area.

- a. Alcohol is strictly prohibited from the pool, sundeck, yard, and clubhouse.
- b. No unattended solo bathing shall be permitted.
- c. No diving, running or boisterous behavior shall be permitted.
- d. No glass is permitted in the pool area.
- e. All swimming and or use of the pool shall be at your own risk.
- f. At no time will there be a lifeguard on duty.
- g. Call 911 immediately in the case of any emergency in the pool area.
- h. The lounges, tables and chairs provided in the pool area must remain within the fenced area.
- i. All trash must be disposed of in the receptacles provided.
- j. Any person under the age of 18 must be accompanied by an adult at all times.

Additional Rules and Regulations may be implemented during the course of the lease. Resident will be notified in writing of any such additions.

**The Resident agrees to pay the following fees when applicable:**

- a. **Late Rent Fee:** \$50 if rent is received after 8am on the 6<sup>th</sup> day of the month and \$5.00 per day starting on the 7<sup>th</sup> until rent is paid.
- b. Deadbolt Lock Change Fee..... \$35.00
- c. Key replaced due to loss or theft..... \$10.00
- d. Bookkeeping Fee on Returned Check..... \$35.00
- e. Maintenance (when due to Resident damage)..... \$25/hr plus materials (1 hour minimum)
- f. Cleaning Charge (applicable after move-out)..... \$20/hr
- g. Sublet Fee..... \$350.00
- h. Transfer to new unit Fee..... \$150.00
- i. Lock out up to 9:00pm (when office is open)..... \$25.00
- j. Lock out after 9:00pm..... \$50.00
- k. Non-return of Apartment or mail key at move-out..... \$35.00 per key
- l. Non-return of Parking Hangtag at move-out..... \$20.00
- m. Fine for trash left in any area other than compactor ... .. \$50.00 per item/bag
- n. Non-registered Pet Fine..... \$200.00
- o. Garbage removed from intended area..... \$50.00 per item

## EXHIBIT B

### MOLD INFORMATION AND PREVENTION

**About Mold.** Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all of our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health affects. Nonetheless, appropriate precautions need to be taken.

**Preventing Mold Begins With You.** In order to minimize the potential for mold growth in your dwelling, you must so the following:

- a) Keep your dwelling clean – particularly in the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- b) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonable possible. Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- c) Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on says when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- d) Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

**In Order to Avoid Mold Growth,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- a) Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- b) Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- c) Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- d) Washing machine hose leaks, plant watering overflows, per urine, cooking spills, beverage spills and steam from excessive open pot cooking;
- e) Leaks from cloth dryer discharge vents (Which can put lots of moisture into the air); and
- f) Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**If Small Areas of Mold Have Already Occurred on Non-porous Surfaces** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray on type household biocide, such as Lysol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 to 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A Vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

**Do Not Clean or Apply Biocides to:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with applicable laws.

**Compliance.** Complying with this EXHIBIT will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this EXHIBIT, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this EXHIBIT, you could be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

Landlord \_\_\_\_; Resident \_\_\_\_

## EXHIBIT C

### ACKNOWLEDGEMENT OF SAFETY POLICY

We realize that safety is a genuine concern to all Residents. Although there is no way for us to guarantee protection for Residents who live at our properties, we feel that it is important for us to outline the steps that we take with respect to safety issues. The best service we can provide relating to safety issues is to keep you informed of what we do and of what we expect you to do for yourself. We feel that by keeping our Residents informed, the Resident will be able to take whatever measures they feel are necessary to protect themselves, their guests and their respective personal belongings. The purpose of this Acknowledgement is to explain the Owner's / Landlord's safety philosophy, to inform you of the steps we take with respect to safety issues and to make suggestions with respect to what steps you can take to protect yourself.

- 1) **Responsibility for your safety.** *No matter what steps we take with respect to safety issues, it is absolutely imperative that you realize that there is nothing we can do to prevent crime from occurring. Unfortunately, crime appears to be a fact of life when living in a major U.S. city. There is no guarantee that any effort by either the Owner or the Owner's managing agent will in any way increase any Resident's personal safety or the safety of a Resident's family or guests of their respective belongings. We cannot assume responsibility for the criminal action of third parties. We are not trained police officers and in fact, have no greater legal right to stop criminals or enforce laws than do you. The only way that you can effectively avert the impact that the criminal element of our society has upon you and your guests is to take any and all precautions you can with respect to safety issues. Each Resident has to realize that the local law enforcement agencies and the Resident are responsible for the Resident's safety and the safety of all guests. You should contact the local law enforcement agency directly if you are in need of safety services.*
- 2) **Safety Devices.** We will comply with the requirements of state law with respect to providing safety devices to Apartments at the property. At the commencement of your lease, your Apartment is equipped with: (1) a window latch on each exterior window; (ii) a doorknob lock or keyed dead bolt on each exterior door; (iii) a sliding door pin lock on each exterior sliding glass door; (iv) a sliding door handle latch or a sliding door safety bar on each exterior sliding glass door; and (v) a keyless bolting device and a door viewer on each exterior door. Upon written request to the management office, and at your expense, we will perform additional re-keying or change a safety device pursuant to applicable state law.
- 3) **Lighting.** The property is lit during evening hours. However, no matter how much lighting is provided, we cannot eliminate all potential hiding places in the common areas of the Apartment Community. If you have occasion to walk around the community at night, we urge you to refrain from walking alone. Also always attempt to walk in well-lit areas. Once again, please appreciate that light fixtures can be damaged or malfunction;
- 4) **Suggestions regarding safety issues.** We are relying on you to be as cautious as possible with respect to your property and your surroundings. Although you may develop your own safety program as you desire, you acknowledge that we have given you the following tips that we have suggested you follow:
  - a) Always contact the local law enforcement agency whenever you are in need of safety services. Do not contact the answering service; the management office or any guest service for this can only delay the response time.
  - b) Keep the telephone number of the local law enforcement agency in a readily accessible place; call "911" in the event of an emergency.
  - c) Get to know your neighbors. Be able to recognize whether there are strangers in your area of the community.
  - d) Contact the local law enforcement agency if you see that your neighbor's safety is threatened; request that they do the same for you.
  - e) Always lock your apartment door whenever you leave your apartment even if you are just gone momentarily or when you are in your apartment.
  - f) Always lock your car door whenever it is left unattended in the parking lot.
  - g) If you have occasion to walk around the community at night, try to refrain from walking alone.
  - h) Be sure that you have a sufficient amount of insurance on your own person, your personal belongings, and the personal belongings of your guests.
  - i) Be aware of criminal activities in the area. In the event that the management becomes aware of criminal incidents, such as an assault of a person or a theft of an automobile, in the community or in the immediate area, we will attempt to convey information to Residents as soon as possible.

It is imperative that you understand the terms of this Acknowledgement. By initialing below, you represent that you have read and understand this Acknowledgement and that you understand that Owner/ Landlord is relying upon you to use common sense and prudence in matters concerning your safety. If you have any questions regarding Owner's/Landlord's safety policy or would like to inquire about any items discussed in this Acknowledgement, please contact the management office.

Landlord \_\_\_\_; Resident \_\_\_\_

## EXHIBIT D

### VIDEO & INTERNET SERVICES ADDENDUM

This Video and Internet Services Addendum is part of the Apartment Lease between Owner and Resident(s).

Owner has engaged third party provider(s) to provide: (a) basic digital Internet access services to the Internet ports in the apartments at the Property ("Internet Services"); and (b) satellite television services to the video outlets in the units at the Property (the "Video Services"). The Internet Services and Video Services at times are collectively referred to as the "Services".

#### **General Provisions**

The use of the Services by Resident(s) is subject to the following terms and conditions:

1. Resident acknowledges that Resident is receiving the Services selected directly from the respective providers, Owner is not a provider, and Owner has no liability to Resident for equipment failure, quality, quantity, availability, or outages of the Services.
2. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. OWNER DISCLAIMS, AND RESIDENT WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE SERVICES WILL BE FREE FROM VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. RESIDENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY CLAIM THAT RESIDENT MIGHT HAVE OR MAKE AGAINST OWNER AS A RESULT OF RESIDENT'S USE OF THE SERVICES AND RESIDENT WAIVES ANY LIABILITY THAT OWNER MIGHT HAVE (WHETHER SUCH LIABILITY IS FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES) FOR ANY SUCH CLAIM. SOME STATES DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.
3. Resident must supply all hardware and software necessary to access the Services at Resident's cost and expense. Resident may not use the Services to operate an Internet-based business. Resident must comply with any terms of use or acceptable use policies published by the provider(s). Violation of the terms of use or acceptable use policies may result in termination of Resident's right to access the Services.
4. OWNER IS NOT LIABLE FOR INTERRUPTIONS, INABILITY TO CONNECT, OR FAILURE OF THE PROVIDER(S) TO PROVIDE THE SERVICES, NOR FOR ANY LOSSES, DAMAGES, OR EXPENSES, DIRECTLY OR INDIRECTLY, RELATED TO THE SERVICES. NO CHANGE, FAILURE, INTERFERENCE, DISRUPTION, DEFECT, UNAVAILABILITY, OR UNSUITABILITY IN THE SERVICES CONSTITUTES OR MAY BE DEEMED TO CONSTITUTE AN ACTUAL OR CONSTRUCTIVE EVICTION, IN WHOLE OR IN PART, OR IN ANY WAY ENTITLE RESIDENT TO ANY ABATEMENT OR DIMINUTION OF RENT OR IN ANY WAY RELIEVE RESIDENT FROM ANY OBLIGATION UNDER THE LEASE. OWNER IS ALSO NOT LIABLE FOR, AND RESIDENT AGREES TO TAKE SOLE RESPONSIBILITY FOR, AND TO INDEMNIFY, DEFEND, AND HOLD OWNER, THE OWNER OF THE PROPERTY, ANY PROPERTY MANAGEMENT COMPANY, AND THEIR EMPLOYEES AND AGENTS HARMLESS FROM, ANY DAMAGES OR CLAIMS RESIDENT OR ANY OTHER PERSON MAY SUFFER OR HAVE AS A RESULT OF RESIDENT'S USE OF, OR INABILITY TO USE, THE SERVICES, INCLUDING, BUT NOT LIMITED TO, COMPUTER VIRUSES, LOSS OF DATA, INVASION OF PRIVACY, DEFAMATION, FRAUD, AND COPYRIGHT AND TRADEMARK INFRINGEMENT. OWNER ASSUMES NO RESPONSIBILITY FOR THE CONTENT OF THE SERVICES OR INFORMATION OTHERWISE AVAILABLE THROUGH THE SERVICES.
5. Resident authorizes all providers to provide Owner with information regarding Resident's usage of the Services and any violation of their terms of use or acceptable use policies.
6. To provide the Services, certain equipment, including amplifiers, distribution cables, lock boxes, connectors, splitters, wall plates, and other appurtenant devices may need to be installed in Resident's Property. Resident shall allow each provider's service personnel reasonable access to the Property for purposes of installing, maintaining, repairing, replacing, or removing this equipment, as well as for auditing, selling, or disconnecting its Service.
7. Resident agrees not to damage the equipment described in Section 6 above, and agrees to indemnify, defend, and hold Owner harmless from and against any and all claims, demands, costs, expenses (including legal fees and court costs), and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Owner is required to pay to cover the costs of any such damage to any provider.
8. Owner reserves the right to switch providers at any time for any reason, change the quantity and quality of the Services provided, or discontinue providing the Services to the Property at any time and for any reason at its sole discretion (with an appropriate reduction in Resident's rent).
9. Any breach of this Addendum by Resident is a default under the Lease.

Landlord \_\_\_\_; Resident \_\_\_\_

### **Video Services Provisions**

The use of the Video Services by Resident is subject to the following terms and conditions:

1. Resident agrees to contact Fusion Broadband directly at (866) 236-6688 to order any additional video-related services other than the bulk Video Services provided under this Agreement.
2. Resident agrees to contact Fusion Broadband directly at (866) 236-6688 for all concerns involving the connection, reception, or repair of the Video Services and any additional services received from Fusion Broadband.

### **Internet Services Provisions**

The use of the Internet Services by Resident is subject to the following terms and conditions:

1. Resident agrees to contact Fusion Broadband directly at (866) 236-6688 to order any additional Internet-related services other than the Internet Services.
2. Resident agrees to contact Fusion Broadband directly at (866) 236-6688 for all concerns involving the connection, operation, or repair of the Internet Services and any additional services received from Fusion Broadband.
3. Any use of the Internet Services that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Property, is prohibited. Resident may have a web site or e-mail address that is hosted over third-party servers, like America Online, and that is stored at a site not on the Property.
4. Any Resident who receives the Internet Services in his or her apartment shall not install network devices, whether wireline or wireless, to enable any person who does not reside in Resident's apartment to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations and IEEE 802.11 standards (or its successor), and must not interfere with the Services or wireless systems operated by Owner or any service provider at the Property.
5. Resident shall: (a) install, operate, and regularly update (at least weekly) anti-virus software on Resident's computer; and (b) install and regularly update (at least weekly) any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, Fusion Broadband's ability to provide the Internet Services to Resident or others at the Property is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to Fusion Broadband's satisfaction that Resident's computer is free of viruses and the operating system is updated.
6. Owner is not liable to Resident for any losses incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident does so at Resident's own risk.
7. OWNER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, MORAL STANDARD, OR SUITABILITY FOR ANY PURPOSE OF THE MATERIAL AVAILABLE ON THE INTERNET. OWNER IS NOT LIABLE FOR THE CONTENT OR DATA TRANSMITTED AND RECEIVED OVER THE INTERNET.