

CENTENNIAL COURT

Lease Contract Addendum ("Addendum")

700 West Mitchell Circle, Arlington, TX 76013
(817) 436-4800

centennialcourt
on campus
The University of Texas
Arlington

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DEFINITIONS

Landlord (Owner): ARLINGTON RESIDENCE PARTNERSHIP I, LTD. ("us," "we" or "our").

University: University of Texas at Arlington

Manager: Century Campus Housing Management, L.P. dba Campus Living Villages

Property: A 368-unit apartment project located at 700 West Mitchell Circle in Arlington, Texas.

This Lease is for the unit style accommodation of our choice.

This Lease is for the unit style accommodation of our choice. We will determine the specific bed space and Apartment number on or before the Starting Date:

Starting and Ending dates are indicated in Part II of the Lease Contract.

The Lease Term is the length of time between the Starting Date and the Ending Date.

In the event the Starting Date and/or the Ending Date is different than those indicated in the Lease Contract, (different dates must be approved in writing by us) then the rent shall be prorated based upon a daily amount. If the date of move-in is on or before the 10th business day following the first day of classes at the University, there will be no prorated Starting Date and the Starting Date outlined in Part II of the Lease Contract will be used.

If you are paying with financial aid (which must be approved by us) you must sign an addendum to the Lease labeled Financial Aid Deferment and you agree to pay the Rent and \$25.00 non-refundable service fee as set forth in that addendum.

All checks and money orders must be payable to "Centennial Court Apartments and Chase Bank, Trustee."

Your initial deposit is **\$150.00** (a \$100.00 Security Deposit plus a non-refundable Application and Processing Fee of \$50.00).



1. DESCRIPTION AND RELOCATION

This Lease is between you and us. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- a. Your sole use of the bedspace in the Apartment;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Property (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another bedspace, and, within the Property, those areas to which all residents have general access); and
- c. Your joint use of all appliances within the Common Areas of the Apartment.

However, following ten (10) days after we provide written notice to you, we have the right to relocate you from one bedspace in the Apartment to another or to another similar bedspace Apartment in any building. If we relocate you, we will pay the costs associated with changing your phone, cable TV and electric services only.

2. OCCUPANTS

Only you can live in the Premises and only so long as you are enrolled as a student at, or are employed by, the University (or another institution of higher education in the area) where the Apartment is located. It will be used only as a private residence and for no other purpose. While you can not lease any part of your Premises to another person, you may be able to transfer 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. Even if we agree to the transfer, you will still be responsible for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

See OCCUPANTS cont'd on page 2

campus living villages
century

Managed By:
Century Campus Housing Management L.P.
dba Campus Living Villages
1001 Fannin Suite 1350
Houston, TX 77002
713-871-5100
www.clvusa.com



We have the right, when any bedspace within the Apartment is unoccupied, to place a new resident in the unoccupied bedspace 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 bedspace. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their lease application, we are not liable, but that person could be in default under their lease.

3. LEASE TERM

The Lease starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not shorten the Term or reduce your liability), but you cannot occupy your Premises until we have complete and executed lease documents and any required guaranty. If we do not provide your bedspace to you when we are supposed to, whether on the Starting Date or during the Term, we will not be liable to you for damages; however, you will not owe us Rent for that period (but that is the only remedy that you have).

4. HOLDOVER

If you still occupy the Premises past the Ending Date, the date contained in your move-out notice, or the date on which we notify you to leave the Premises, then you owe us Rent plus an additional twenty-five percent (25%) for the extra time that you stay in the Premises (payable daily in advance without notice or demand) **plus**, all of our damages and damages of the person who could not move in because of your holdover.

5. MOVE-IN

A Move-In Inventory and/or a Unit Condition Report form will be provided to you at the time you move into the Premises. Within forty-eight (48) hours after you move in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture, if any, 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. Except for what you tell us in writing, you accept the Premises, fixtures, appliances and furniture in their "**AS-IS**" **CONDITION, WITH ALL FAULTS AND IMPERFECTIONS. WE MAKE NO EXPRESS, AND DISCLAIM ANY AND ALL IMPLIED, WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

6. MOVE-OUT

a. The rest of this paragraph applies unless the Lease is terminated (see Section 30) or cancelled (see Section 31). If you intend to leave the Premises permanently, whether on or prior to the Ending Date, and you want us to return to you any remaining Security Deposit, you must provide the Manager with forty-five (45) days advance written notice of the specific date by which you will leave and you must pay all Rent through the Ending Date by the time you move out. Verbal notice is not sufficient. We suggest that you use our form for a move-out notice. If you do not, you are responsible for obtaining the Manager's written acknowledgment that the move-out notice has been received. **If you do not give us a written move-out notice, or renew your lease, at least forty-five (45) days prior to your Ending Date, we will assume you are moving out, and we will attempt to lease your space to another resident. Even if you give proper notice you are not released from liability under the Lease unless all payments through the Ending Date have been made. If you do not give us the move-**

out notice as described above we will deduct \$150.00 from your Security Deposit. This amount will be deducted prior to any other amounts you may owe are deducted.

b. When you leave, whether at or prior to the Ending Date, the Premises, including, but not limited to, the windows, bathroom, patios, balconies, and kitchen appliances in the Common Areas, must be clean and in good repair and condition, reasonable wear excepted. If you fail to clean or if any appliances have been damaged or are missing, you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff prior to your move out. If you do not, you agree to accept our assessment of damages and charges when we inspect. Also, the final determination of damages will be made by our maintenance staff who may not inspect your bedspace or Apartment until after you have moved out.

c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can, without delay, take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

d. The rest of this paragraph applies unless the Lease is cancelled (see Section 31). If you move out before the end of the Term, you also have to pay us a reletting charge of \$175.00. The reletting charge is not a cancellation fee, buy-out fee or a limitation on damages collectible by us since you have still violated the Lease and your Rent for the remainder of the Term is still payable to us. Rather this reletting charge is a liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. Such items are uncertain and difficult to ascertain, particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, and marketing costs.

7. SECURITY DEPOSIT

Once you sign the lease, you will be required to deposit with the Manager the Security Deposit as partial security for all of your obligations under this Lease (the Security Deposit is not an advance payment of Rent and will not be our limit of damages if you violate the Lease). Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within three (3) days, the funds necessary to restore the Security Deposit to its full amount. You can not use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid Rent or other obligations. You agree that we have thirty (30) days after the later of (a) expiration or termination of this Lease, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return (by U.S. mail) any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Property and if your Security Deposit is transferred to the new owner, we do not have any further liability to you for the return of all or any portion of the Security Deposit -- you must look to the new owner. We do not owe you any interest on the Security Deposit and we can commingle it with other monies of ours.

8. RENT AND ADDITIONAL CHARGES

You will pay us the Rent on or before the 1st day of each month, in advance and without us having to make demand for payment. The Rent is payable at our office (or at such other place of which we notified you in writing). **You have no right to withhold Rent for any purpose, including an Act of God, unless we do not provide your bedspace to you. You may not reduce any Rent payable to us by any of your costs or damages against us.** At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order, or personal check. All checks and money orders must be payable to "Centennial Court Apartments and Chase Bank, Trustee." **Cash will not be accepted without our prior written permission.** If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a money order, cashier's/certified check, or credit card. After two returned checks, you must make all future payments by money order, cashier's/certified check, or credit card. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations.

a. Regardless of whether it is a holiday or weekend, if you have not paid everything that is due by the 1st of the month, then on the 2nd of the month, if it remains unpaid, we can charge you a late charge of \$30.00. If you have not paid everything by the 9th day then on the 10th day you will be charged an additional \$50.00. You also agree to pay a \$30.00 charge for each returned check plus the above late charges until we receive acceptable payment.

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we do not have to, we can accept partial rental payment, but we do not waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf (unless the special services are required to be paid by us pursuant to laws requiring us to provide reasonable accommodations to those with disabilities) and for all fees or fines as described in the Community Policies which are attached to this Lease.

9. UTILITIES

We agree to furnish gas, water, sewer, garbage collection, basic cable television and Internet access for the Apartment but you and the other residents of the Apartment must separately pay and provide required deposits for all other utilities, city services and city fees. If any of those costs are paid by us, you must reimburse us and that amount is payable by you to us as additional Rent. If you want telephone service, it will be at your expense and you must contact the appropriate provider.

All utilities may be used only for normal household purposes and must not be wasted and, within one business day after you move in, utilities payable by you must be placed in your name.

We will not be liable for any interruption, surge or failure of utility services provided by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

10. COMMUNITY POLICIES

You and your guests must comply with all written rules and policies, which the University or we adopt for the Property. The current Community Policies are attached as Exhibit A. These rules and policies are considered to be a part of this Lease and either the University or we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents. If you violate any of these rules or policies you are in violation of this Lease.

By your execution of this Lease, you agree to comply with all ordinances, laws and regulations of all governmental authorities applicable to, and as are required, for your occupancy of the Apartment as such ordinances, laws and regulations are enforced by any governmental authority having jurisdiction with respect to the Property including, without limitation, the Rules and Regulations of the Board of Regents of The University of Texas System and the institutional rules and policies of the University (collectively, "Governmental Regulations"). The Board of Regents of The University of Texas System and the University may enforce and apply Governmental Regulations on the premises of the Property, including the Apartment covered by this Lease and to any person in or on the premises of the Property, and may authorize the University officers and commissioned peace officers to provide such enforcement, subject to the jurisdictional limitations provided by law.

11. PARKING RULES AND REGULATIONS

All vehicles owned or operated by you may be required to have a University or Property parking sticker if we have so designated. Guests must park in the designated guest parking areas. Otherwise, there are no assigned parking spaces and parking spaces are available on a first come, first served basis. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator. You shall be issued one gate card. A non-refundable charge of \$30.00 will be required for each replacement card. Your vehicle may be towed immediately, without notice, for the following violations:

1. Parked in a fire zone, tow away zone, no parking zone
2. Parked in a handicapped zone without proper identification
3. Parked blocking another vehicle
4. Parked blocking dumpsters
5. Parked in the grass, on sidewalks, or on curbs
6. Parked blocking an entrance or exit
7. Parked on property and not displaying a valid parking permit
8. Violations of specific university or college parking rules and regulations (Please contact their office for additional rules and regulations they may enforce).

In addition, vehicles that incur any of the following violations listed below may be noticed with a warning and given 24 hours to correct the violation before the vehicle is towed unless other arrangements have been made with management:

1. Vehicles with expired plates or inspection sticker
2. Vehicles inoperable (must drive to the office to prove operable)
3. Vehicles abandoned or not being driven (i.e. Using our property as a storage facility)
4. Vehicles on jacks or blocks (unless posing a public safety hazard in which cases, such vehicles may be removed immediately without notice).

12. MAINTENANCE, ALTERATION AND REPAIRS

a. You are responsible for and will take good care of the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, 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 the Premises or any part of the Property including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to appliances, doors, windows or screens, damage from window or doors 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 is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under Section 92.2611 of the Texas Property Code. AFTER YOU MOVE IN, YOU ALONE ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER. WE ARE NOT.**

c. On the Starting Date, we will provide lightbulbs for the light fixtures in the apartment. Thereafter, lightbulbs will be replaced at your expense.

d. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can not stop payment of or reduce the Rent.

e. With or without notice, we can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

f. Neither the Manager nor we will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because the Manager or we are making repairs, alterations or improvements to the Premises, the Apartment, or the Property. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.

g. In order to minimize the potential for any mold growth in the Premises, you are responsible to do the following:

- Keep the Premises clean - especially the kitchen, bathroom(s), carpets and floors.

Immediately throw away moldy food.

- Remove visible moisture from windows, walls, ceilings, floors and other surfaces as soon as possible. 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.
- Promptly notify us in writing about air conditioning, heating or plumbing problems you discover and about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this Lease to repair or remedy the situation as necessary.
- Clean any small areas of mold which you discover 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 (which should be of the non-staining variety and whose label states that it will kill mold). Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye.
- **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 accordance with state law.

Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nevertheless, appropriate precautions need to be taken. Compliance with these provisions will help prevent mold growth in the Premises and allow both you and us to respond appropriately to conditions that could result in mold growth. If you fail to comply with these provisions, you can be held responsible for property damage to the Premises or any health problems that may result. We can't fix problems in the Premises unless we know about them.

13. LIABILITY

Neither we, the Manager, our representative, nor our respective employees, officers, directors, agents, representatives and affiliates (collectively the "Released Parties"), will be liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or your personal conflict with your roommates. The Released Parties have no duty to remove ice, sleet or snow, but the Released Parties may do so in whole or in part, with or without notice to you. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY THEIR GROSS NEGLIGENCE.** We urge you to obtain your own insurance for losses due to such causes. YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE THE RELEASED PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND/OR DAMAGE (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL

PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE PROPERTY, EVEN IF SUCH CLAIMS AND/OR DAMAGE IS CAUSED BY, IN WHOLE OR IN PART, THE ORDINARY NEGLIGENCE OR FAULT OF THE RELEASED PARTIES AND REGARDLESS OF WHETHER SUCH NEGLIGENCE OR FAULT WAS SOLE, CONCURRENT OR JOINT. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

14. CASUALTY LOSS

If in our reasonable judgment, the Premises, the Building or the Property is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s), less lawful deductions, which may be provided in this Lease. If we determine that material damage has not been caused to the Premises, the Building or the Property, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guests are the cause of the fire or other casualty.

15. NO PETS

Except as required by law, no pets are allowed (even temporarily) anywhere in the Apartment or the Property without our prior written approval. "Pets" include all mammals, reptiles, amphibians, birds, fish and insects. Feeding stray or unauthorized pets is prohibited. If you or your guests, with or without your knowledge or permission, violate the above you may be charged for damages, evicted, and/or subject to other remedies of this lease. We may remove your pet if we provide written notice of our intent to remove the pet. We may turn the pet over to a humane society or local authority. We will return the pet to you upon request if it has not already been turned over to a humane society or local authority. We have no lien on the pet for any purpose; but you agree to pay for reasonable care and kenneling charges for such pet. If you do not pick up the pet within two (2) days after removal, the pet shall be deemed abandoned.

16. RIGHT OF ENTRY

Both we and the Manager and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable. Some reasons for our entry include, but are not limited to, the following: responding to your request; repairs; estimating repair or refurbishing costs; pest control; preventive maintenance, filter changes, testing or replacing smoke-detector batteries; retrieving unreturned tools or appliances; preventing waste of utilities; exercising contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials) and items prohibited under our Community Policies; removing unauthorized

pets; retrieving property owned or leased by former residents; inspections when immediate danger to person or property is reasonably suspected; entry by a law-enforcement officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents; or showing apartment to government inspectors, fire marshals, lenders, appraisers, prospective buyers, or insurance agents. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice to show a bedspace or the Apartment to government inspectors, fire marshals, lenders, prospective buyers, prospective residents, other residents or insurance agents.

17. DEFAULT

You are in violation of this Lease if:

- You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- You or your guest violates this Lease or any addendum to it, the Community Policies, any apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- The electric service, which is payable by you and the other residents of the Apartment is disconnected or shut-off regardless of the reason why (except for acts of God), including your failure to pay for the electric service;
- You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedspace for 5 consecutive days);
- You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- 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 as defined in applicable law;
- Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- You fail to pay any fine, charge, or penalty within ten (10) days after it is levied in accordance with this Lease or the Community Policies.

18. REMEDIES

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph) in addition to other remedies allowed by law:

- Collect any fine imposed by the Community Policies;
- Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to leave;
- Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the relet charge of \$175.00);
- Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and

- providing 24 hours for you to leave;
- Report all violations to credit reporting agencies;
- Draft your checking account any sums we say you owe that you have not disagreed with in writing;
- Accelerate the remainder of the Rent due under this Lease through the Ending Date; and
- Do any combination of a, b, c, d, e, f, g or h; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Starting Date; however, we will retain an amount of \$175.00 as a relet fee.

Lease violations, including failure to pay any sums due, may also subject you to University sanctions, which may prevent you from enrolling at the University and from obtaining grades, transcripts or diplomas.

All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

19. LANDLORD'S LIEN

All of your non-exempted property within the Premises is subject to a lien to secure payment of delinquent Rent or any other amounts that you owe us. If you have violated this Lease, we can enter the Premises and remove and/or store all of your non-exempted property, but in so doing, we will leave in the bedspace a written notice stating the amount of the delinquent Rent or the other amount owed and the phone number, name, and address of the person to contact about the amount owed. Except for pets or worthless property, if the property is removed because of non-payment of Rent, non-payment of other sums or if you have left the Premises, we will store the property removed, but we are not liable for casualty loss, damage or theft of any of such property. If the property is removed because of eviction, we have no obligation to store the property, but if we do, we are not liable for casualty, loss, damage or theft. All costs of storage and our charges for packing, removing or selling such property are to be paid by you. Property can be redeemed by paying all delinquent Rent (and other sums due) as well as charges for removal, packing, storage and sale. Property not redeemed within 30 days, can be disposed of by public or private sale which can be held no sooner than 30 days after a reasonable attempt at delivering written notice to you of the date, approximate time and place of the sale (such notice to be sent by first class mail and by certified mail, return receipt requested, to your last address on our books).

20. CUMULATIVE REMEDIES

The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

21. COSTS AND FEES

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

22. SUBORDINATION AND RIGHT TO ENCUMBER

The lien of any lender(s) on the Property will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender

takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Property. If we request, you agree to sign any document confirming the subordinate status of this Lease and you appoint us as your attorney-in-fact to execute any such document for and in your name.

23. SALES

Any sale of the Property shall 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 Property will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

24. RESIDENT INFORMATION

If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it without notice to you or any further consent.

25. MULTIPLE RESIDENTS

Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however, only you are liable for the lease obligations relating to your bedspace and the payment of your Rent. You are not liable for any of your fellow residents' obligations as to their bedspace and their rent payable to us.

26. GENERAL

Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Property will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and 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. All Lease obligations are to be performed in the county where the Property is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

27. LIABILITY OF LANDLORD

If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Property but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it (or a shorter period to cure if so required by the Texas Property Code).

28. SAFETY

YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SECURITY GUIDELINES INCLUDED IN THE COMMUNITY POLICIES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

29. GUARANTY

If the Parental or Sponsor's Guaranty provided to you is not signed and returned to the Manager by the earlier to occur of (i) 7 days after the date this Lease is signed, or (ii) one day before the Starting Date, you will be in violation of this Lease. The person who signs must have their signature notarized or attach a copy of their driver's license or other governmental photo identification.

30. LEASE TERMINATION

Unless otherwise allowed in this paragraph, you may not terminate this lease for voluntary or involuntary school withdrawal or transfer, marriage, divorce, pregnancy, loss of roommate, bad health, or any other reason other than death, unless agreed to in writing by us. **Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or military deployment or transfer.** If you are a member of the Armed Forces on active duty and receive change-of-station orders to permanently leave the local area; are relieved from active military duty; or are a national guard or reservist called to active duty, then you may terminate this lease by giving written notice to us. Your notice shall terminate the lease thirty (30) days after we receive the notice. In addition, you must provide a copy of the official orders, which allow lease termination.

31. LEASE CANCELLATION

You may cancel this Lease provided that you are current in your payment of Rent and other charges, and:

1. If you submit this Lease more than 90 days before the Start Date, you may cancel the Lease by notifying us in writing no later than 30 days from the date you submitted the Lease. Any non-refundable fees associated with this Lease will not be returned.
2. If you submit this Lease more than 30 days, but less than 91 days, before the Start Date, you may cancel the Lease by notifying us in writing no later than 72 hours from the time you submitted the Lease. Any non-refundable fees associated with this Lease will not be returned.
3. If you submit this Lease less than 31 days before the Start Date, you may cancel the Lease only as described in the following provisions:

- a. You have not enrolled in or become employed by the University (or any other institution of higher education in the Arlington area) before the Starting Date, **and** you notify us in writing at least thirty (30) days before the Starting Date that you wish to cancel the Lease, **and** you pay to us \$150.00 as a Cancellation Fee; **or**
- b. You have not enrolled in or become employed by the University (or any other institution of higher education in the

Arlington area) before the Starting Date, **and** you notify us in writing before the Starting Date that you wish to cancel the Lease, **and** you pay to us \$250.00 as a Cancellation Fee; **or**.

c. After the Starting Date, you are no longer enrolled in the University (or any other institution of higher education in the Arlington area) because of unanticipated financial hardship or medical necessity (which must be documented to our satisfaction, which shall be in our sole discretion), **and** you notify us in writing that you wish to cancel the Lease, **and** you pay to us as a Cancellation Fee an amount equal to the sum of \$150.00 plus either (1) twenty-five percent (25%) of the total Rent attributable to the unexpired Term of the Lease if the Ending Date is during months other than June, July and August, or (2) thirty percent (30%) of the total Rent attributable to the unexpired Term of the Lease if the Ending Date is during the months of June, July or August.

Except as described above, you have no right to cancel this Lease. Except to the extent that your Security Deposit is to be used to pay any of your other obligations under this Lease, you may elect to apply the remaining Security Deposit, if any, toward the Cancellation Fee.

32. METHOD OF NOTICE

All "notices" to us must be in writing and either hand delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, to Centennial Court Apartments, 700 West Mitchell Circle, Arlington, Texas 76013, Attention: Managing Director.

33. SPECIAL PROVISIONS

The following special provisions have been added to and are a part of this Lease: Apartment Lease Guaranty and Community Policies.

34. LEASE RENEWAL

If you intend to renew your Lease, you must renew the Lease forty-five (45) days prior to your Ending Date. If you don't we may lease your space to another person and you will be required to move from your space by the Ending Date.

35. PRIVACY POLICY

This Privacy Policy sets forth the privacy practices of Century Campus Housing Management, L.P. ("CCHM") with respect to protecting the confidential nature of personal information, including your social security number and/or driver's license number reported by you with the submittal of a Lease Contract or via information you provide to the University or College. Nothing in this policy is intended to prohibit or restrict the collection, use and maintenance of social security numbers as required by applicable law.

The disclosure of your social security number and/or driver's license number is required so that we may verify your eligibility to rent a bed space or apartment, to verify the eligibility of your guarantor, and, if applicable, to secure credit and criminal background reports. In addition, if you default on your Lease Agreement, we may use this information to report your default to both credit agencies and/or the University or College. The personal information you provide is stored in your resident lease file that is generally kept in a locked cabinet in the management office. All administrative personnel of CCHM, including part-time administrative help, have access to your personal information. At the end of your resident status with us, your file is maintained for a period of up to 10 years in a secure storage room. At the end of the 10-year period, your file is shredded.