



UNIVERSITYTOWERS

LEASE AGREEMENT

Date: February 28, 2016	Apartment Community: University Towers (the "Community")		
Resident Name: _(herein "you" or "your")		Permanent Address: fake value fake value. AL fake value	
Landlord/Owner: University Towers Operating Partnership, LP <small>(the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)</small>		Owner's Address: 111 Friendly Drive Raleigh, NC 27607	
Property Manager: EDR Management Inc. ("Manager")	Lease Term: _("Starting Date") to ("Ending Date")		

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

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

1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one-half of a furnished bedroom for your exclusive use (referred to herein as your "**Bed**" and the bedroom in which it is located is referred to herein as the "Bedroom") in a -bedroom suite (**Person / Bath Suite**), and together with the other residents of the suite, you have the joint right to use the common areas of the suite, which are composed of those areas within the suite to which you have access without going into another bedroom, including a common bathroom, (the "**Common Areas**"). Your Bed, the Bedroom, the other bedroom in the suite and the Common Areas are referred to collectively in this Lease as the "Suite". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within 30 days of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.

2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at 12:00pm on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You may not occupy your Bed until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bed for you while we are waiting on you to submit a complete set of documents. If your Bed is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bed is available for your occupancy. Thereafter, if your Bed cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 13 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent.**

PRE-TERM TERMINATION BY RESIDENT. If Resident decides for any reason **not to enroll in a University (as defined in Paragraph 36 of this Lease)**, Resident shall provide Owner at least 60 days written notice prior to the beginning of the term of this lease and shall provide documentation from the University that resident is not enrolled in classes during the term of this lease. Upon such notice and receipt of such documentation, this Lease shall automatically terminate, Owner shall refund to Resident any previously paid rent, and Resident shall be automatically released from liability under this lease. In the event Resident fails to comply with the notice provisions of this paragraph, and Resident does not enroll in a University, the Lease shall continue in full force and effect, and the Owner shall have the remedies set forth in Paragraph 15.

GRADUATION OR WITHDRAWAL FROM THE UNIVERSITY. (A) If Resident graduates from a University and is not

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enrolling in a graduate program at a University prior to the end of the Term of this Lease, Resident shall vacate the Premises Bed and provide documentation of graduation from the University and Owner shall refund to Resident any previously paid rent to the extent such rent is for a period during which Resident will not be occupying the Bed, and this Lease shall terminate as of the date that is three (3) days after the date of graduation. (B) If after the term of this lease begins and Resident then withdraws from a University (without enrolling in a different University) for any reason that would not constitute an act of default under paragraph 14 of this Lease, Resident shall vacate the Bed and provide documentation of withdrawal from the University, and Owner shall refund to Resident any previously paid rent to the extent such rent is for a period during which Resident will not be occupying the Bed, and the Lease shall terminate as of the date of the notice. In the event that Resident withdraws from the University as a result of an act that constitutes an act of default under paragraph 14 of this Lease, the Owner shall have all rights and remedies set forth in paragraph 15 of this Lease..

3. **RENT AND ADDITIONAL CHARGES.** Your "Rent" for the Term is **\$** (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable as follows;

PAYMENT	DUE DATE
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	

Total Rent: **\$**

You will pay us the "Rent Installment", which is composed of the Base Rent and other incidental charges according the schedule above without any demand from us for payment. The Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Rent. **If your Rent is not paid by 4pm on the fifth (5th) day of the month, your Rent is late and you will be charged \$25.00 in addition to your Rent. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.**

4. **MEALS.** Provided that Resident is not in default in the payment of rent hereunder, Resident will be entitled to meal service in accordance with the **Unlimited Meals Semester**. The hours of meal service will be designated by Owner. Meal service will begin on the first day of undergraduate classes for each academic period and will terminate on the last day of final examinations for undergraduates as shown in the NC State University calendar; provided, however, meals will not be served during any academic recess, in which event the last meal served will be lunch the day preceding such a recess and the next meal will be breakfast on the day undergraduate classes are resumed.

5. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$25.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe. Acceptance of partial payments shall not waive our right to enforce any and all remedies available to us under the Lease, including but not limited to your summary ejection for default.

6. **UTILITIES.** We will furnish the following utilities (through independent third party providers) if checked:
Cable TV, Electricity, Gas, Water, Sewer, Garbage Removal, Telephone. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any

interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

7. **INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET AND/OR MEAL SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 7.**

8. **RELOCATION.** It is understood that the bed may contain another bed in which another resident may reside. If the Bedroom consists of more than one bed, we have the right, when any bed within the Bedroom is unoccupied, to place a new resident in the unoccupied bed unless you pay as part of your Rent, the Rent due for such unoccupied bed. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon 5 days advance written notice to relocate you to another bedroom unit in the Community. In the event of an emergency, as determined by us, we may relocate you upon less than 5 days' notice. Our consent to one or more relocations will not be a waiver of any rights to consent to any future relocation.

9. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of **\$125.00** for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Suite in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.

10. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Suite for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

11. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Suite and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Suite and your Bedroom as we see fit, in our sole discretion, and to show the Suite or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter for housekeeping services on a schedule we will set and communicate to you. This schedule may change from time to time to accommodate holidays and university closures. You may not refuse housekeeping service due to the nature of the shared space. You must keep your room in an orderly condition to allow housekeeping services to be performed. We have the right to enter your Suite and Bedroom at any time without notice in the event of an emergency. You may not change any locks. You agree that your request for maintenance or repairs shall constitute permission to enter.

12. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Suite or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct. We are not liable if another resident in the Suite was untruthful on any written documentation.

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

13. **DAMAGE OR DESTRUCTION OF BED.** If, in our opinion, your Bed should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bed. In the event of such damage or destruction to your Bed your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.
14. **DEFAULT.** You are in violation of this Lease if:
- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
 - b. You fail to pay Rent or any other amount owed as directed by this Lease;
 - c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
 - d. Any of the utilities which are payable by you or the other residents of the Suite are disconnected or shut-off because of non-payment;
 - e. You fail to move into your Bed after completion of all required documentation, or if you abandon or apparently abandon your Bed (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bed);
 - f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
 - g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
 - h. Any illegal drugs or illegal drug paraphernalia are found in your Bed, Bedroom, the Suite, Common Areas (whether or not we can establish possession) in your vehicle or otherwise in your possession while on the Community property.
 - i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident Suite environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
 - j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Suite.

If Resident defaults in the performance of Resident's obligations under this Lease, Owner may seek all remedies available at law or equity to it for such defaults. In the event of a default by Resident, Owner and Resident may, but are not obligated to, negotiate a contractual resolution with respect to the damages to which Owner is entitled as a result of Resident's default.

15. **REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
 - b. Interrupt your internet or meal service;
 - c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
 - d. Terminate the Lease and your right to occupy your Bed and institute an action for eviction;
 - e. Terminate your right to occupy your Bed and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bed;
 - f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
 - g. Report all violations to credit reporting agencies and the university; and
 - h. Do any combination of a, b, c, d, e, f or g.
 - i. As to a default for failure to provide a guaranty or security deposit, within **15** days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of **three** Rent Installments, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

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

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

17. **CONDITION OF BED.**

- a. **Acceptance of Suite.** A Room Condition Form will be provided to you at the time that you move into the Suite. Within 48 hours after you move-in, you are required to return the Room Condition Form and notify us in writing of any defects or damages in your Bed, the Bedroom and in the Suite; otherwise, your Bed, the Bedroom, the Suite, and the fixtures, appliances and furniture in your Bedroom and the Suite will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE SUITE, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE SUITE IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY, WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE COMMON AREAS OF THE SUITE, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE SUITE.**
- b. **Duty to Maintain.** You are responsible for taking reasonable steps to keep your Bedroom and the Common Areas of the Suite in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Suite. You shall (i) remove any visible moisture accumulation in or on the Bedroom and Common Areas, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) keep the climate and moisture in the Bedroom and Common Areas at reasonable levels. You shall keep your Bedroom and the Common Areas in a tidy condition, particularly the bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Bedroom or in any Common Areas; (ii) mold or mildew growth in or on the Bedroom or Common Areas that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Bedroom.** You agree to maintain the Bedroom and Common Areas in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Bedroom and Common Areas in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the Suite; (ii) cooperate with us in eradicating any pests and take the measures recommended by a

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qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Suite and any costs associated with cleaning other resident's belongings or other portions of the Community as necessary to eradicate the infestation.

- c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Suite for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bed assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Common Areas or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Bedroom by other residents of the Suite if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to the Common Areas of the Suite and any furnishings provided in the Common Areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease.

18. **RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.
19. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. . You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Suite, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
20. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Common Areas, including but not limited to the carpets, walls, windows, bathrooms, appliances and furniture in the Bedroom, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the bathroom after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire with regard to such property, subject to applicable law, which may include charging you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 17 above.
21. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Bedroom in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Bedroom. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
22. **CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN WAKE COUNTY, NORTH CAROLINA.** This Lease has been entered into in the **WAKE COUNTY, NORTH CAROLINA**. You consent to the exclusive jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within **WAKE COUNTY, NORTH CAROLINA** You agree that state courts of **Wake County, North Carolina** shall have sole and exclusive jurisdiction of any dispute between the parties concerning any aspect of this lease and specifically waive the right to file suit in any other jurisdiction and/or venue that might have jurisdiction over this matter.
23. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of **NORTH CAROLINA**. If any of the

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terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.

24. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
25. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees and such fees as may be allowed pursuant to N.C. Gen. Stat. Section 42-46, in addition to any amounts awarded to us in such action.
26. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as Rules and Regulations, meal plan changes, and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
27. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
28. **HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
29. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Suite. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bed or the Suite to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$150.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
30. **TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
31. **SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community and elects to continue the Lease, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
32. **SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
33. **WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
34. **HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of **\$150.00** per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.

- 35. **NOTICES; ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. We may provide notice to you via electronic delivery, U.S. Mail, overnight delivery service, or personal service. By providing current and accurate electronic contact information, you acknowledge and agree that you will accept notice via email and text messaging (*standard text messaging fees may apply – to opt out simply respond “stop” to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you provide us with electronic contact information and you elect to have notice sent and received only in paper form, you must notify us in writing that you require a hard copy of written notice. Personal delivery to you will be made by posting the notice or demand on the front door of the Suite. When the notice applies to more than one resident of the Suite, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 36. **UNIVERSITY.** References to "university", "college", or "school" encompass any of the post-secondary schools in the Raleigh, NC area, including but not limited to NC State University, Meredith College, William Peace University and Wake Technical Community College, unless otherwise specified.
- 37. **PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
- 38. **INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 39. **GUESTS AND OVERNIGHT STAYS.** You may have guests in the Suite and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Suite and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of five (5) nights per month, but only three (3) consecutive nights each month, and in no event more than 30 days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease Agreement, you may be found in default of your Lease Agreement at our discretion.

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

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **University Towers**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

(Resident)

Date

(Owner/Agent)

Date



UNIVERSITY TOWERS RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in **University Towers** for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations may be addressed in accordance with the following procedure:

First: If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

Second: If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed a fine, commensurate with the offense, which you must pay immediately.

Third: If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an additional fine, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your Lease. This procedure does not replace or waive any of Owner's other rights under this lease, including but not limited to any and all remedies available to Owner under paragraph 14 of the Lease for violations of the Rules and Regulations

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or anywhere in the Community. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Only temporary, non-staining Adhesive materials may be attached to any surface of the Common Areas and Bed.

All furniture must be used in its intended manner (i.e., no beds on top of desks or furniture stacked or turned on end). Mattresses must remain on provided frame. Mirrored doors are to remain in their original and intended location. Owner will not remove or store unwanted items. Bunk beds, lofts, and waterbeds are not permitted. Resident will not be permitted to construct lofts, wall partitions or any similar structure. These rules shall not apply to modifications necessary for a handicapped Resident's use and enjoyment of the Bed, per applicable law.

4. Pets are not permitted in or about the Suite except for fish in an aquarium that can be no larger than 25 gallons. If a pet is found in the Suite, the following will apply:

First: A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Property immediately**

Second: Upon a second violation, a **\$200.00** charge will be assessed against you, and we have the right to declare the Lease Agreement to be in default.

. You will be responsible for the expense of cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. Do not hang or affix anything to, cover, block or otherwise tamper with the fire sprinkler heads. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.

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8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Suite. Refrigerators over 4 cubic feet in size are not allowed.
9. Tampering with elevators, including falsely sounding the alarm bell, misuse of emergency phones, forcing the doors or otherwise hindering or threatening elevator operation is extremely dangerous. Any person or persons engaging in such activity will be treated accordingly and could be subject to prosecutions and/or eviction.
10. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
11. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Bedroom and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
12. Resident will be held responsible for the conduct of his or her guests; the privacy and right to normal use of the Bed by Resident's roommate and/or suitemates must be strictly respected by Resident in the entertaining of guests and disruptive behavior of guests is prohibited. Resident must have approval from roommate and suitemates prior to hosting an overnight guest. Resident shall not leave guests unaccompanied within the Suite or Community.
13. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Suite, the Common Areas, hallways, stairwells or within 25 feet of any entrance to the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking area in the exterior of the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased Suite as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
14. Parking fee is for permit decal which cost is born only by those requiring such facility. Parking (other than temporary guest facilities) is by said permit decal only in specified areas. Loss of permit decal results in loss of parking privileges. Properly and permanently affixing decal to windshield is required to minimize chance of loss. Parking decals are not transferable. Cars parked in unauthorized areas will be towed at vehicle owner's expense. Resident agrees that the designated vehicle will be parked between the lines in such manner as to not encroach on any adjacent space or occupy more than one parking space at a time. Resident specifically understands and agrees that he or she will not be permitted to perform mechanical repairs (e.g., oil changes) of any kind in any part of Community. Resident agrees that no vehicle shall be kept in the Community unless in operating condition, with no flat tires, and properly licensed and failing to do so, after 72 hours, Resident grants Owner permission to have such vehicle towed and removed at the vehicle owner's expense. Parking regulations are enforced 24 hours a day. Resident agrees that Owner shall not be liable for any damage or loss to Resident's motor vehicle or its contents and that Resident understands that Owner does not guarantee risk-free parking and cannot and will not accept responsibility if loss, theft, or damage occurs. Permit parking is for non-reserved spaces in the parking garage only. Designated Visitors spaces outside of the parking deck are not available to permit holders. Use of Visitor spaces by non-permit holders is subject to rules and procedures available at the front desk.
15. Key cards and meal identification cards are the property of Owner and must be returned to Owner at the end of Resident's occupancy. Lost or damaged key cards and meal identification cards will result in charges of **\$15.00** for each item requiring replacement during the term of Resident's occupancy or for those items not returned at the end of the Resident's occupancy.
16. You must comply with posted Rules and Regulations.
17. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or

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construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Suite. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the Suite at any time and assess fines up to **\$50.00** for each item that we must remove.

- 18. No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Bedrooms are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Bedroom and on the floors below you.**
- 19.** During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
1. Run a drip of water from all of the faucets in your Suite. Run both the hot and cold water at a steady drip.
 2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
 3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
 4. If you are away from your Suite during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
 5. Notify us immediately if you see any evidence of damage or water leaks.

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

- 20.** You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than **\$100,000.00** per occurrence ("Insurance Requirement"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings - it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other residents at the Community a program (the "Program") providing residents with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through **Multifamily Insurance Partners LLC**. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. If you arrange your own personal liability insurance from a company other than **Multifamily Insurance Partners LLC**, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

- A. From **Multifamily Insurance Partners LLC** through the Program. If you elect to purchase personal liability insurance (or renters insurance) from **Multifamily Insurance Partners LLC**, **Multifamily Insurance Partners LLC** will provide us with the required proof of insurance. (You may access this Program at

OR

B. From another insurance company of your choosing, in which case you must:

- (1) Obtain and maintain a policy of **\$100,000.00** personal liability insurance
- (2) Have your insurance policy designate Owner and Manager as an "interested party"
- (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

21. Meal Service:

- a. Meal identification cards are the property of Owner and must be returned to Owner at the end of Resident's occupancy. Returning residents may, at the discretion of Owner, be required to re-use their card from the previous year.
- b. Admission to the dining room is restricted to Resident (eligible for that meal by his or her meal plan) and identification will be required.
- c. Resident may return to the serving area for additional single portions as often as may be desired.
- d. All meals provided are to be consumed in the Dining Room during established dining hours. No food or beverage may be removed from the dining room.
- e. No utensils, plates, glasses, trays, etc. belonging to Owner may be removed from the dining room.
- f. No Resident shall allow any other person to use his or her meal identification card. Resident is responsible for security of his or her meal identification card at all times. Resident shall be responsible for any use, authorized or not authorized, of his or her meal identification card. Any Resident violating this rule will be charged **\$25.00** for each offense plus the cost of the meal. Until payment is received, Resident's meal identification card will be invalid. In addition, this offense shall be a violation of rules subjecting Resident to default and termination of Lease.
- g. A change of meal plan will be approved to be effective only with the beginning of any semester and only if a written request is received prior to ending of the previous semester.

22. No furniture is to be removed from public areas or from Resident's room.

23. Owner is not responsible for theft or damage to Resident's items in the laundry room. Resident should not leave personal property unattended in the laundry rooms.

24. All references in the Lease Agreement to school days, classes, University calendar, etc. are based on the North Carolina State University operating calendar.

25. Hallways are not recreation areas. No Frisbee, football, golf or other sporting or recreational activities are permitted in the building.

26. No roller-skating, skate boarding, or bicycling is permitted in the buildings or parking areas. All bicycles must be stored outside on the racks provided. Owner shall not be liable for any loss, theft, or damage to Resident's bicycle, accessories, and contents.

27. Resident shall comply with quiet hours which will be determined and posted on each floor.

28. Resident shall be responsible to immediately reimburse Owner for the entire monetary amount for any damage to Owner's property arising from the action or behavior of the Resident and/or the Resident's guests. Failure to reimburse Owner for the entire monetary amount arising from property damage under this Regulation within ten (10) days of written demand from Owner for reimbursement shall be considered an act of default under paragraph 15 of the Lease Agreement.

29. Self-balancing scooters i.e. battery-operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the buildings or parking areas.



Resident: _____ Owner/Agent: _____

EDR MANAGEMENT INC. LEASE FEE WAIVER ADDENDUM

This addendum to the Lease dated between known as lessee, and **University Towers**, known as Lessor, shall be incorporated in and made apart of the aforesaid Lease. It is agreed between the Parties hereto that the Lessor agrees to give the Lessee a waiver of the **Application & Service Fees** in the amount of \$, as a one time rental special.

The total amount of the waiver covered by this Lease addendum is \$. If the Lease is terminated prior to the Lease expiration date agreed upon in the Lease Agreement, the total amount of the waived fee must be repaid at the time of lease termination.

(Resident)

Date

(Owner/Agent)

Date

