



LEASE AGREEMENT

Date:		Apartment Community: Local Downtown (the "Mixed Use Development")	
Resident Name: (herein "you" or "your")		Permanent Address: fake value fake value, fake value	
Landlord/Owner: San Marcos Texas Student Housing LLC (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)		Owner's Address: 210 North Edward Gary, San Marcos, TX 78666	
Property Manager: EdR Management, Inc. ("Manager")		Lease Term: ("Starting Date") to ("Ending Date")	

MIXED USE DEVELOPMENT: All improved and unimproved real property comprising Local Downtown, located at 210 North Edward Gary, San Marcos, TX 78666, which is a real estate development dedicated to a combination of residential and commercial uses (the "Mixed Use Development"). The Mixed Use Development currently consists of a Residential Community and a Non-Residential Community, as generally set forth below. Landlord reserves the right, in its sole and absolute discretion, to improve, alter, modify, reconfigure, or relocate any portion or component of the Mixed Use Development.

RESIDENTIAL COMMUNITY: All residential dwelling units and residential common areas on and about the improved real property located at Local Downtown, located at 210 North Edward Gary, San Marcos, TX 78666, (the "Residential Community"). Landlord reserves the right, in our sole and absolute discretion, to improve, alter, modify, reconfigure, or relocate (in part or in whole) the Residential Community.

NON-RESIDENTIAL COMMUNITY: All improved and unimproved real estate (including certain common areas) dedicated to commercial, retail, or any other non-residential use on and about the "mixed use" real property located at Local Downtown, located at 210 North Edward Gary, San Marcos, TX 78666 (the "Non-Residential Community"). Notwithstanding any descriptions, depictions, or characterizations in this Lease, Landlord reserves the right, at its sole and absolute discretion, to improve, alter, modify, reconfigure, or relocate (in part or in whole) the Non-Residential Community,

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.
NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE
ARE BINDING UPON US.**

- 1. LEASED PREMISES.** We agree to lease to you and you agree to lease from us, one furnished, if provided, bedroom for your exclusive use, unless you have rented a bed in a double occupancy room, in which case you will share your bedroom with another person, (referred to herein as your "**Bedroom**") in a **1** bedroom apartment (**ONE BED ONE BATH**), and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Residential 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 Residential 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 **12:00 p.m.** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in



Resident: _____ Owner/Agent: _____



the Apartment, bad health, or for any other reason, except as may be required by law. **Residents may have special statutory rights to terminate the Lease early in certain situations involving family violence, military deployment or transfer, or certain sexual offenses or stalking.** You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us.

At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 11 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.**

- 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 in **Twelve (12)** equal installments of \$ payable as follows; the first installment due on **July 15, XXXX** with remaining installments due on or before the **1st** day of each month beginning September 1, XXXX

The breakdown of your regular installments are:

REGULAR INSTALLMENT	
Base Rent	\$
TOTAL RENT	\$

With the exception of the first installment, you will pay us the "Rent Installment", which is composed of the Base Rent and other incidental charges, on or before the **1st** day of each month, without any demand from us for payment. The Rent Installment is payable at the business office for the Residential 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 10am on the third (3rd) day of the month, your Rent is late and you will be charged \$50.00 in addition to your Rent. In addition, beginning with the 4th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$10.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.

- 4. SECURITY DEPOSIT.** If you shall be required to pay a refundable Security Deposit in the sum of **\$0.00**, which is equal to one (1) month of rent installment, the Security Deposit shall serve as a payment to secure your performance under this Lease Agreement, as generally provided in Section 92.102 of the **Texas** Property Code. The Security Deposit shall be due and payable within **2** days of the execution of the Lease Agreement as evidenced by your signature on this Lease. Failure to pay the Security Deposit within **2** days may, at our discretion, be deemed a default of the Lease Agreement. You must pay the Security Deposit on or before the Starting Date of this Lease Agreement. In other words, prior to having any right to possess and occupy the Apartment, you must pay the full amount of the Security Deposit to us or obtain an approved Guarantor. Any amount paid as a Security Deposit shall be used to indemnify us in the event of damage to the property by you or by your failure to satisfy the conditions of this Lease Agreement. If you attempt to use the Security Deposit as payment for any rent due or payment for all or part of the final Rent Installment, you shall forfeit the Security Deposit. The Security Deposit shall be held without any interest due to you. Any Security Deposit paid by you shall be refundable in accordance with **Texas** state law. **Notices about Security Deposits: (1) §92.108, Texas Property Code provides that a Resident may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. (2) Bad faith violations of §92.108 subject a Resident to liability of 3 times the Rent wrongfully withheld and the Landlord's reasonable attorney's fees. (3) The Texas Property Code does not obligate a Landlord to return or account for the security deposit until the Resident surrenders the Apartment and gives the Landlord a written statement of the Resident's forwarding address, after which the Landlord has 30 days in which to account. (4) "Surrender" is described in Section 18 of this Lease. (5) Resident is required to give advance written notice of surrender as a condition for Owner refunding the security deposit. (6) One may view the Texas Property Code at the Texas Legislature's website which is <http://www.legis.state.tx.us/>.**

- 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 **\$30.00** per returned check, interest, and



Resident: _____ Owner/Agent: _____



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.

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

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

If the utility services invoice for the Apartment is in excess of **\$0.00** for a **1** bedroom apartment, the excess charges will be equally divided among the residents of the Apartment. Your portion of the excess of the utility services invoice will be due within **5** days upon receipt of invoice. Resident also agrees to pay estimated utility overage in excess of allowance, for the last month of occupancy with their last installment. The estimated overage will be based on the previous month's overage. Any difference in the actual overage will be billed and/or refunded to the resident. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Base Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. 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 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 Apartment contains other bedrooms in which other residents may reside. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. If at any time we discover that you are using (or were using at any time since the last inspection) an unoccupied Bedroom for which you do not have a valid Lease Agreement, you will be charged a fee of **\$100.00** and may be found in default of the Lease Agreement. Any subsequent use of the unoccupied Bedroom will result in a **\$100.00** fine per violation. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon **5** days advance written notice to relocate you to another apartment unit in the Residential Community. In the event of an emergency, as determined by us, we may relocate you upon less than **5** days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$350.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of 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 **\$200.00** is required 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 Apartment 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, if provided, and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.

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



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Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repairs, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks except as expressly permitted in the Texas Property Code. 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 Apartment or the Residential Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior. You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, unless the injury is due to our grossly negligent or intentional conduct.

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 Mixed Use Development. As to any and all security measures taken at the Mixed Use Development, 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 Residential Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Mixed Use Development and/or any security system at the Mixed Use Development. 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 Mixed Use Development was or will be free from crime.

13. DAMAGE OR DESTRUCTION OF PREMISES. If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Residential Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Residential 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 Apartment are disconnected or shut-off because of non-payment;
- e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
- f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
- h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);



- i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Mixed Use Development;
- j. Your inability or refusal to respect the rights of quiet enjoyment held by all members of the Residential Community or Non-Residential Community environment as may be evidenced by complaints about you made by the other residents or the staff in the Mixed Use Development;
- k. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
- l. Any violation of state, federal, or local law, regardless of conviction, jail time, or arrest, will constitute material and irreparable noncompliance with this Lease and will result in immediate termination without the right to remedy the offense.

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 or required by law) in addition to other remedies allowed by law:

- a. Collect any charge imposed by the Lease;
- b. Interrupt your internet service;
- c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
- d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
- e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
- f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
- g. Report all violations to credit reporting agencies; and
- h. Do any combination of a, b, c, d, e, f or g.

The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or an eviction suit is filed against you, such acceptance of Rent does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing. In addition to those remedies stated above, upon default of this Lease, Landlord may exercise the option to accelerate all amounts of Rent future rent, declare the same immediately due and payable, and thereby recover (in addition to all other damages and delinquencies) the present value of all future Rents owed pursuant to this Lease.

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. 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 PREMISES.

- a. Acceptance of Apartment. An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY, WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE ORDINANCE, STATUE, OR CODE) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**
- b. Duty to Maintain. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage,**



excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.

You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other residents' belongings or other portions of the Residential Community as necessary to eradicate the infestation.

- c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. **You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Residential Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests** (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Residential Community amenities and any of the furnishings, systems or components located in or on the Mixed Use Development. 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 and you hereby specifically agree to and hereby waive rights under SECTIONS 92.052 and 92.006(f) of the **Texas** Property Code, and you agree that you must give written notice to Owner of any condition you request Owner to repair or remedy.

OWNER HEREBY NOTIFIES YOU THAT SECTIONS 92.056, 92.164, AND 92.0561 OF THE TEXAS PROPERTY CODE PROVIDE SPECIFIC PROCEDURES AND CIRCUMSTANCES UNDER WHICH RESIDENTIAL RESIDENTS MAY EXERCISE REPAIR AND DEDUCT RIGHTS AND REMEDIES. ACCORDINGLY, IN THE EVENT THAT OWNER FAILS TO REPAIR (OR OTHERWISE EXERCISE REASONABLE DILIGENCE TO REPAIR) CONDITIONS THAT WOULD MATERIALLY EFFECT AN ORDINARY RESIDENT'S PHYSICAL HEALTH OR SAFETY, YOU HAVE SPECIFIC RIGHTS AND REMEDIES SET FORTH IN SECTIONS 92.056, 92.164 AND 92.0561 OF THE TEXAS PROPERTY CODE, WHICH SHALL GOVERN AND CONTROL THE PARTIES' RESPECTIVE RIGHTS AND REMEDIES IN THE PERFORMANCE OF THIS LEASE ONLY AS TO THOSE CIRCUMSTANCES SPECIFICALLY SET FORTH IN THOSE SECTIONS, AND ONLY TO THE EXTENT SET FORTH IN THOSE SECTIONS. OTHERWISE YOU SHALL HAVE NO RIGHT TO TERMINATE THIS LEASE, OR WITHHOLD, DEDUCT, OR OFFSET RENTS (OR ANY OTHER SUMS OF MONEY DUE HEREUNDER), UNLESS OTHERWISE REQUIRED UNDER OTHER APPLICABLE LAW THAT CANNOT BE WAIVED BY MUTUAL AGREEMENT TO THE CONTRARY.

- 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 Apartment, 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 Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend

that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 15 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 Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
- 22. CONSENT TO JURISDICTION.** This Lease has been entered into in the County of **Hays** in the State of **Texas**. Accordingly, jurisdiction and venue of all claims arising from or related to your tenancy, or any act or omission occurring in or about your Apartment, the Residential Community, or the Non-Residential Community, shall be exclusive in the local or state courts of **Hays** County, **Texas**. Furthermore, you and the Guarantor, by executing this Lease Agreement, along with the Guaranty, expressly consent to exclusive jurisdiction in the local and state courts of **Hays** County, **Texas** with regard to the litigation of all claims described herein.
- 23. GOVERNING LAW.** This Lease, along with any disputes between Landlord, Resident, and Guarantor, shall be exclusively governed by and construed according to the laws of the State of **Texas**. All obligations under this Lease shall be performable in **Hays** County, **Texas**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
- 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. Furthermore, should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable
- 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, 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 the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. 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 Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$500.00** 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. Ending a renewal lease forfeits any renewal incentives including but not limited to special pricing and/or move-in dates.
- 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 Mixed Use Development will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Mixed Use Development and a lender takes over ownership of the Mixed Use Development, 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 Mixed Use Development lender(s). If any of the Mixed Use Development lenders takes over ownership of the Mixed Use Development, 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 Mixed Use Development 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 Mixed Use Development 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 **\$250.00** 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. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (*standard text messaging fees may apply - to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 36. PARKING.** Parking is available in the parking garage located at the Residential Community for a monthly fee. This parking garage is gated and for the exclusive use of residents that have leased an individual parking space within the garage. Upon leasing a parking space and paying the required Rent, a parking permit and gate opener will be issued to you. The permit guarantees a parking space and is also used for informational purposes in identifying vehicles in our parking garage. You may only park in your assigned space within the garage. The lower levels of the parking garage are un-gated and for the exclusive use of retail customers and employees of the retail stores in the first-floor Non-Residential Community. At no time are you allowed to park in this un-gated, retail parking, even if you have a leased space within the garage. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage. We have the right to tow any vehicles parked in non-leased spaces within the garage or in spaces leased by other residents at the owner's expense. No guest parking is provided, Guests are required to park at parking meters along the street or any location not at the Mixed Use Development and at no time should park within the garage, Gate openers are the property of the Owner and must be returned on or before the Ending Date. If you fail to return the gate opener on or before the Ending Date you will be charged a **\$100.00** fee. Once parking has been added to the Lease Agreement, all terms of the Lease Agreement apply to Parking Rent, including the legal responsibility to pay the monthly Rent Installment throughout the Term until the Ending Rent.
- 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 Mixed Use Development or at any Mixed Use Development 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. TANNING DEVICE WARNING AND RELEASE.** Use of the tanning device and facility by you is subject to the following: Your failure to wear eye protection may result in permanent damage to your eyes; overexposure to ultraviolet light (whether from natural or artificial sources) causes burns; repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin; repeated exposure to ultra violet light (whether from natural or



artificial sources) may result in skin cancer; abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines, or birth control pills; if you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device; if you are pregnant, you should consult your physician before using a tanning device; if you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device. You acknowledge that you have read and that you understand the foregoing warning, on behalf of yourself and your family and heirs. You assume the risk of any injury (including death) or accident, which relates to the use or misuse of the tanning device. You waive, release, and hold harmless the Owner and Manager of the Residential Community where the tanning device is located (as they are identified in the lease) as well as their partners, officers, employees, contractors, and agents from actions, claims, costs, damages, demands, expenses, or losses, arising out of or related to the tanning device itself and/or your use or misuse of the tanning device including without limitation, the negligent acts or omissions of the foregoing released party. You have also reviewed the signs posted in the tanning facility warning, without limitations, users of a tanning device about the dangers of repeated exposure to ultraviolet radiation, failing to use protective eyewear increases sensitivity to ultraviolet radiation which could be caused by certain medications or cosmetics, and the need to consult a physician in certain circumstances as well as instructions for the safe use of the device. You understand those warnings and you agree to use protective eyewear when using the tanning device.

39. GUESTS AND OVERNIGHT STAYS. You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease Agreement. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damages, or violations of this Lease Agreement by any of your guests. Guests, which include other residents of the Community, may stay overnight in your Bedroom for a total of 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.

40. USE OF FITNESS CENTER, POOL, SPA AMENITIES. You are allowed to use the common area amenities including the fitness center and pool and spa area. The use of these areas is at your own risk, and you acknowledge that there are inherent risks associated with using heavy fitness equipment, swimming in a pool, and using a hot tub/spa. All of these amenities are unmonitored and there is no life guard present. We will not be held responsible for any physical injury to you or your guests or for any property loss while using these amenities. You must abide by all posted rules and regulations for these areas. Use of the pool and spa area is allowed only when the entry gate is not locked. Entering the pool and spa area after such time as there area is locked shall constitute criminal trespassing. Climbing into or jumping off of the fountain in the pool area or south tower courtyard, or any area not designated for that purpose shall not be permitted and we shall not be responsible for injuries resulting in misuse of the equipment.

41. 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 Residential Community is at your own risk.

42. SMOKE DETECTORS Subchapter F, Chapter 92, Texas Property Code requires the Apartment to be equipped with smoke detectors in certain locations. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Resident to civil penalties and liability for damages and attorney fees under §92.2611, Texas Property Code. You hereby waive the rights and remedies in Section 92.258 of the Texas Property Code regarding the Owner's duty to inspect and repair smoke detectors.

43. SECURITY DEVICES AND EXTERIOR LOCKS Subchapter D, Chapter 92, Texas Property Code requires the Apartment to be equipped with certain types of locks and security devices. Landlord has rekeyed the security devices since the last occupant vacated the Apartment or will rekey the security devices within 7 days after Resident moves in. "Security device" has the meaning assigned to that term in §92.151, Texas Property Code. **All notices or requests by Resident for rekeying, changing, installing, repairing, or replacing security devices must be in writing.** Installation of additional security devices or additional rekeying or replacement of security devices desired by Resident will be paid by Resident in advance and may be installed only by contractors authorized by Landlord. **You may be required to pay for the repair or replacement of a security device if made necessary by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it).**



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: **San Marcos Texas Student Housing LLC**

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

(Resident)

Date

(Owner/Agent)

Date



Resident: _____ Owner/Agent: _____

Local Downtown

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 **Local Downtown**, 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 will 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.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Residential Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Mixed Use Development for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Mixed Use Development in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.
3. You will not erect any exterior wires, aerials, signs, satellite dishes, etc., in your Bedroom or the Apartment or anywhere in the Mixed Use Development. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. If the Community allows pets, you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Apartment. Otherwise, pets are not permitted in or about the Apartment except for fish in an aquarium that can be no larger than 10 gallons. If a pet is found in the Apartment, the following will apply:

- First:** A written warning will be issued to you specifying the complaint and a **\$250.00** charge will be assessed against you. **The pet must be removed from the Property immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.
- Second:** Upon a second violation, a **\$500.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.

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

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Mixed Use Development. **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. You may not disconnect, intentionally damage, remove or tamper with any smoke detectors or any battery and may be liable for damages, attorneys' fees and other penalties/fees as apply under §92.2611 of the Texas Property Code.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.



Local Downtown

9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Mixed Use Development. 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 Mixed Use Development in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-resident and residential nature of the Mixed Use Development, offensive or disruptive noises or odors of any kind are prohibited in the Mixed Use Development. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Residential 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 Mixed Use Development (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Mixed Use Development. Band instruments of any kind may not be played in the Mixed Use Development without our prior written consent.
11. Your Apartment and Bedroom must be kept reasonably clean at all times. What determines "reasonably clean" is a sole determination of the Owner. You, with the other Residents in the Apartment (if any) have joint responsibility for maintaining a clean and healthy environment within the Common Areas. It is your sole responsibility for maintaining a clean, safe, and habitable space in your Bedroom and Bathroom.
12. **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, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in 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 premises 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.
13. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
14. Keys and key fobs belong to us and must be returned to us by the end of the Lease Term. Charges of **\$50.00** per key fob will be made for each key fob lost or not returned. **\$25.00** for each bedroom key lost or not returned, and **\$10.00** for each mail key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs.
15. You must comply with posted Rules and Regulations.
16. Trash chutes and rooms are located at various places in the Mixed Use Development and are for household trash only. No furniture, boxes, or construction debris is permitted. These chutes and rooms are provided for your convenience. However, do not place trash on the ground. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Mixed Use Development. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Mixed Use Development. These items must be placed in the trash containers provided in the Residential Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
17. 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 Apartment without our prior written consent.
18. You agree to download and read **Local Downtown** Resident Handbook that is available at _____ then click Floor Plans & Rates, then click Forms and info. It is your responsibility to become familiar with additional policies and rules and abide by such according to this Lease Agreement.
19. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious**



injury to persons in your Apartment and on the floors below you.

- 20. Subject to our right to remove it at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Residential Community - it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.
- 21. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
 1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
 2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
 3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
 4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
 5. Notify us immediately if you see any evidence of damage or water leaks.

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

- 22. 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 www.StudentInsurancePolicy.com or by calling **866-341-1314**. 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.

- 23. Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.

OWNER: **San Marcos Texas Student Housing LLC**

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

(Resident) _____ Date _____ (Owner/Agent) _____ Date _____



Resident: _____ Owner/Agent: _____

