

RESIDENTIAL LEASE AGREEMENT – OLIV TEMPE

DATE OF LEASE: _____

LANDLORD: **Core Tempe 7th Myrtle LLC, a Delaware limited liability company** TENANT: _____

LANDLORD agrees to rent the PREMISES to TENANT, and TENANT accepts the PREMISES and this LEASE on the terms and conditions set forth herein.

THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All tenants in the UNIT are jointly responsible for all obligations relating to the UNIT except for RENT, the SECURITY DEPOSIT amount (if required), and any fees or charges which are the individual responsibility of an individual tenant.

1. PREMISES AND OCCUPANTS.

a) **PROPERTY.** The term PROPERTY for purposes of this LEASE refers to: OLiv Tempe (also referred to in this Lease as the "Apartment Community")

ADDRESS OF PROPERTY: 708 South Myrtle
Tempe, AZ 85281

b) **UNIT.** This LEASE relates to the following UNIT at the PROPERTY (if not yet assigned below, TENANT's specific UNIT number will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2**):

The UNIT is/will be a _____ which is a _____

The UNIT will be used as a private residence and for no other purpose.

(c) **BEDROOM.** This LEASE relates to the following Bedroom in the UNIT (if not yet assigned below, TENANT's specific Bedroom will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2**):

LANDLORD has the right from time to time to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community.

d) **BEDROOM OCCUPANTS:** The Bedroom will be occupied only by TENANT and (*list all other occupants of the Bedroom not signing this LEASE*):

No one else may occupy the Bedroom or the UNIT without LANDLORD's prior written consent; provided, however, that persons not listed above may stay in the Bedroom for not more than two consecutive days so long as the total of such stays does not exceed four total days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT's name and contact information with other tenants in the UNIT before or after the commencement of the TERM.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will also be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unoccupied, to place a new tenant in the unoccupied

bed space unless TENANT and all other tenants in the UNIT agree to jointly pay LANDLORD, as part of their rent, the rent and other charges that would be charged for such bed space if occupied.

Roommate compatibility and room preferences are not guaranteed. The fact that TENANT and/or other tenants in the UNIT may be in conflict with each other will not result in any termination of this LEASE.

LANDLORD may enter the Common Areas of the UNIT (and may enter the Bedroom, if applicable) to show any unoccupied bed space and the Common Areas to leasing prospects by giving a 48-hour notice to TENANT.

The PREMISES leased to Tenant are defined as including each of the following:

- (1) TENANT's use of the assigned Bedroom in the UNIT (shared, if applicable);
- (2) Together with the other tenants of the UNIT, TENANT's shared use of the Common Areas in the UNIT (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access without going into another Bedroom);
- (3) Together with other tenants of the UNIT, TENANT's shared use of all furniture and appliances provided by LANDLORD within the Common Areas of the UNIT;
- (4) If the Bedroom is furnished: TENANT's sole (if Bedroom is private) or shared (if Bedroom is shared) use of the furniture (other than beds, which shall be assigned and not shared) within TENANT's Bedroom; and
- (5) TENANT's shared use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT's mail in the mail box, but shall have no liability for misdelivery, delays in delivery, and/or failure of delivery.

TENANT shall also be entitled to the shared use of all common areas, amenities, and grounds of the Apartment Community to which tenants are granted general access by LANDLORD (the "Community Common Areas").

2. TERM.

The term of this LEASE shall commence at Noon on:

MONTH: _____

The term of this LEASE shall end at Noon on:

MONTH: _____

Such period of time is referred to as the TERM.

This LEASE will NOT automatically renew for either a month-to-month tenancy or for a like term of this LEASE. Should TENANT fail to vacate the UNIT on or before the end of the TERM, then (i) TENANT shall pay RENT during any holdover period at a daily rate equal to the monthly installment amount set forth in Paragraph 3 below, divided by fifteen (15), and (ii) regardless of whether TENANT pays such RENT during the holdover period, LANDLORD may utilize any and all legal remedies to immediately evict TENANT.

3. RENT.

Total RENT due for the TERM is:

\$ _____

RENT will be due in twelve (12) equal installments of

«charge_code»: \$«amount»

\$ _____ per month. There are no prorated RENT amounts under this LEASE (without limiting the foregoing, it is expressly agreed that the monthly installment of RENT due from TENANT for the initial partial calendar month of the TERM shall be a full monthly installment). The first RENT installment is due on July 1st – prior to the commencement of the TERM. All subsequent installments of RENT must be paid on or before the first day of each and every calendar month during the TERM from September to July. If TENANT does not pay the first RENT installment on or before July 1st, then, at LANDLORD's option, all RENT for the entire TERM may be automatically accelerated and in the event of such acceleration RENT for the entire TERM shall be immediately due and payable in full by TENANT. If TENANT does not pay any subsequent installment of RENT on or before the first day of the applicable calendar month, all RENT for the entire remaining balance of the TERM, at LANDLORD's option, may be accelerated and in the event of such acceleration RENT for the entire remaining balance of the TERM shall be immediately due and payable in full by TENANT.

In addition to the foregoing RENT, TENANT must also pay additional charges as identified in this LEASE as and when due.

Simultaneously with the payment of any sums required to be paid under this LEASE as RENT or otherwise, TENANT agrees to pay LANDLORD a sum equal to any and all excise taxes, transaction privilege taxes, license taxes, sales taxes, rental taxes, use taxes, and any other similar taxes imposed by the State of Arizona, any other state, any political

subdivision of any state, and any other governmental agency, upon the RENT and other sums to be paid by TENANT hereunder. Pursuant to A.R.S. § 33-1314(E), LANDLORD may adjust the rental taxes payable by TENANT with 30 days' notice if the same are changed by the applicable municipality or other taxing authority during the TERM. Currently the applicable tax to be paid monthly is

\$ _____

LANDLORD may, at LANDLORD's option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one monthly check rather than multiple checks. **If TENANT does not pay all RENT on or before the 3rd day of the month, TENANT shall immediately pay an initial late charge of \$55 plus a late charge of \$10 per day after that date until the entire outstanding balance is paid in full.** On the beginning of the fourth day of the month, LANDLORD will impose nonrefundable late fees in the above amounts, provided that daily late charges will not exceed 15 days for any single month's RENT.

4. RENTAL PAYMENTS.

a) RENT is due on the applicable due dates listed in Paragraph 3 and TENANT must pay RENT on the due dates listed in Paragraph 3 without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD by the 3rd day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct, withhold, or offset funds from rental payments for any reason, unless otherwise required by law. LANDLORD may first apply payment(s) towards any other outstanding balances due, such as, but not limited to, delinquencies, prior balances, late fees, maintenance and/or damage charges, or any other additional charges or fees, before crediting such payment(s) to the current RENT.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a nonrefundable convenience fee will be added to the amount due. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by TENANT. Currently, applicable the convenience fees are set dependent on payment type as follows:

- a) \$24.63 per charge for VISA payments.
- b) 2.95% of MasterCard or Discover payments + \$2.50.
- c) \$1.70 for one-time e-check payments.
- d) \$1.00 per month for recurring e-checks.

These convenience fees are subject to change by LANDLORD at any time.

e) Any accord and satisfaction, conditions, or limitations

noted by TENANT on or in any payment shall be null and void and of no force or effect.

**OLiv Tempe
708 South Myrtle
Tempe, AZ 85281**

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD's rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT's request and for all fees or fines as described in the Rules and Regulations. Unless required by law, the provision of any special services shall be at LANDLORD's sole and absolute discretion.

5. SECURITY DEPOSIT AMOUNT.

The SECURITY DEPOSIT is \$500.00. The SECURITY DEPOSIT must be paid by TENANT on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable. Notwithstanding the foregoing, the SECURITY DEPOSIT shall not exceed one and one-half (1-1/2) month's RENT.

6. FEES.

One-Time Fees:

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges on or before the date this LEASE is signed (list number of each in space below):

1 Non-Refundable Application Fee \$50.00
/Lease

Non-Refundable Administrative Fee \$150.00
/Lease

1 Electric Service Fee \$54.00
/Lease

Recurring Fees:

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges on a monthly basis, at the time of and together with each monthly installment of RENT:

Valet Trash Fee - \$10.00 /month

- \$ /month

7. PLACE AND NAME OF PAYMENTS.

RENT payments are to be made payable to OLIV -TEMPE. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

8. RETURNED CHECKS.

If TENANT's check is returned by the bank, TENANT:

a) shall pay a charge of \$35.00 as Additional RENT (or the maximum amount allowed by applicable law, if less);

b) shall pay late charges retroactive to the date late charges would have commenced to accrue pursuant to Paragraph 3; and

c) will be in violation of this LEASE for failing to pay the RENT on time, and will be subject to lease termination and/or eviction unless the fee and any late RENT charges are paid within the notice requirements of Arizona law.

If two (2) of TENANT's personal checks are returned to LANDLORD, LANDLORD may require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

9. PARENTAL GUARANTEE.

Each TENANT listed on Page 1 of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD in LANDLORD's sole and absolute discretion. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the entire TERM. It is the LANDLORD's option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.

10. MEALS.

Meals are not offered at the PROPERTY.

11. NON-AFFILIATION.

LANDLORD and the Apartment Community are not affiliated with any college, university or trade school. If TENANT is either currently enrolled or attempting to enroll in a college, university or trade school, all duties and obligations of TENANT under this LEASE remain in full force and effect regardless of TENANT'S disenrollment from, the closure of or the lack of on-campus classes at TENANT'S college, university or trade school.

12. NOTICES.

Except as otherwise provided by Arizona law, LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery

TENANT must mail or hand deliver notices to LANDLORD at the address listed in Paragraph 7 of this LEASE. LANDLORD

may mail or hand-deliver notices to TENANT at the UNIT or at TENANT's mailbox.

13. UTILITIES and SERVICES.

a) LANDLORD will supply and pay for the following utilities / services:

Basic Cable Television
Internet Service

NOTE: TENANT agrees to use all utilities and services in a careful and conservative manner.

b) At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full.

c) TENANT will pay for electricity in the following manner: LANDLORD will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills LANDLORD directly for such charges. Electric charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each TENANT'S charge.

d) TENANT will pay for water and waste water in the following manner: TENANT shall pay for water and waste water services based on an allocation formula, not actual meter reads. The water and waste water bills received by LANDLORD from the local utilities will be used to calculate the charges per TENANT. Specifically, the total water and waste water bills will be calculated as follows: LANDLORD'S water and waste water bills will be allocated to each apartment unit using a percentage based on the number of occupants in each apartment unit compared with the total number of occupants at the PROPERTY. The per unit charges will be equal to the calculated monthly percentage multiplied by LANDLORD'S water and waste water charges. This unit cost will then be divided by the number of days each bed was occupied in each unit to come up with each TENANT'S charge.

e) Prior to allocating the LANDLORD'S water and waste water bills using the method described above, LANDLORD will deduct at least 5% to account for common area usage. LANDLORD and TENANT agree that the exact amount of the water and waste water, used in each unit and the exact amount of water and waste water usage cannot be determined precisely, but that the methods described above to calculate those amounts are reasonably accurate estimates. TENANT acknowledges that under the billing method described above, TENANT may be paying for water and waste water usage in the common areas or in other units and that TENANT will receive bills regardless of whether or not TENANT is physically in the apartment for any period of time. TENANT further acknowledges and understands that the amount of the monthly bill will fluctuate, depending on actual usage and actual billings from the public utilities.

f) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. If TENANT desires

additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider.

g) TENANT agrees that LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by the PROPERTY.

h) The billing methods described herein may be changed by LANDLORD by providing TENANT with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and TENANT acknowledges that in certain situations it is necessary to make a change to the billing method.

i) The bill will be sent to TENANT by Conserve, a third party billing provider. Any disputes related to the computation of TENANT'S bills will be between TENANT and LANDLORD. TENANT agrees to pay a one-time service fee in the amount of \$54.00 with the first monthly utility bill. This fee is for administration, billing, overhead and similar expenses and charges incurred by LANDLORD for establishing the new account and for processing and preparing monthly billing statements.

INTERNET & TELEVISION SERVICE

Telecommunications Services

LANDLORD is providing basic internet and basic television service to TENANT. This service includes television service and high speed broadband available in select locations throughout the building. Service is subject to the Network Access, Acceptable Use, and Performance Levels provisions set forth below. If TENANT wants additional television channels, voice service, or additional internet capacity, they will be at TENANT's expense and TENANT must make arrangements through the LANDLORD-approved provider. These additional services not paid by LANDLORD must remain on and paid for by TENANT, in TENANT's names, through their contracted ending date regardless of whether TENANT has vacated.

LANDLORD will not be liable for any interruption, surge, fluctuation, or failure of telecommunications services (including internet access, television service, and voice service) to the UNIT or the Apartment Community, or any damage directly or indirectly caused by any interruption, surge, fluctuation, or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to any interruption, surge, fluctuation, or failure.

Network Access

TENANT may find it necessary to purchase a network interface card, wireless PC card, or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the TENANT's computer operating system or any other feature will be the responsibility

of the TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

Acceptable Use

Internet services, equipment, wiring, and/or jacks may not be tampered with or modified. Internet users shall not setup, host, or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software, and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and LANDLORD-approved providers will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or location where access of the Internet services were obtained. TENANT consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide an appropriate degree of security for transferring data, but will not be held responsible if these measures fail or are circumvented and information is intercepted, copied, read, forged, destroyed, or misused by others.

Performance Levels

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels but reasonable efforts will be made to ensure that an appropriate quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to maintain availability of the Internet services to users. Service outages for routine maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

14. CONDITION OF UNIT.

TENANT accepts the Bedroom, the UNIT, the PREMISES, and the PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the PREMISES, TENANT must inspect the PREMISES and provide LANDLORD a list of any defects or damages to the PREMISES by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the PREMISES at the time the TERM commences. Any items not identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in Paragraph 7. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD's representative. If LANDLORD receives no list within the time specified above,

TENANT acknowledges that there are no defects or damages. The PREMISES must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear excepted. TENANT is responsible for all damage to the PREMISES that occurs after acceptance, reasonable wear and tear excepted. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession could be billed back to TENANT if the damages are considered above reasonable wear and tear.**

15. APPLIANCES AND FURNITURE.

a) LANDLORD will provide the appliances and furniture listed below:

Refrigerator/Freezer
Dishwasher
Range
Washer & Dryer
Microwave
Sofa
Coffee Table
Entertainment Stand
Kitchen Island (in select units)
Kitchen Barstools
Full Size Memory Foam Mattress
Bed Frame
Headboard
Under Bed Dresser
Desk (not available in select units)
Desk Chari (not available in select units)

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged, or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working, or not in the UNIT because of the fault of TENANT or TENANT's guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

16. LANDLORD UNABLE TO GIVE POSSESSION.

a) LANDLORD shall not be responsible or liable to pay any damages, or otherwise be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the commencement date of the TERM, for any reason whatsoever.

b) If LANDLORD is unable to give possession of the PREMISES to TENANT on the date when the TERM is to commence, then RENT shall be abated on a daily basis during the delay (with such daily abatement amount to be calculated by dividing the RENT due for the entire TERM by the number of days in the TERM). TENANT must pay RENT and other charge from and after the date that possession is tendered to TENANT,

c) Notwithstanding the foregoing, TENANT may terminate this LEASE if possession of the Premises is not tendered to TENANT within sixty (60) days after the start of the TERM (unless an earlier date is mandated by applicable law, in which case such earlier date shall apply). TENANT must give notice of such termination to LANDLORD in writing at least five (5)

days before the date TENANT wishes to terminate this LEASE, and such notice of termination shall be null and void if possession of the PREMISES is tendered to TENANT within such five (5) day period. Except as otherwise provided by applicable law, this LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating this LEASE pursuant to this paragraph, and all duties and obligations of TENANT under this LEASE will remain in full force and effect. TENANT's right to terminate this LEASE pursuant to this paragraph shall be null and void and of no further force or effect if LANDLORD notifies TENANT that the PREMISES are ready for possession prior to TENANT's written notice of termination being received by LANDLORD.

17. USE.

a) TENANT shall not permit any guest or invitee to reside in the UNIT.

b) TENANT acknowledges that the UNIT (and the Bedroom, if a shared Bedroom) may be occupied by another tenant provided the additional tenant has an executed lease with LANDLORD for the UNIT or is listed in **Paragraph 1** of this LEASE.

c) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY which violates or breaks any federal, state, or local laws or ordinances, or any applicable Rules and Regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a private residence.

d) TENANT may not store or allow any hazardous, flammable, or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which disturbs others, or which creates a risk of injury, loss, or damage. TENANT may not engage in or allow any activity which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

18. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.

TENANT agrees that TENANT is responsible for, and shall indemnify LANDLORD from and against any claims relating to:

a) all personal property of TENANT and TENANT's, guests, family members, or persons invited by TENANT in or on the PROPERTY, including but not limited to automobiles;

b) loss, damage, costs, injury, or death caused by TENANT or TENANT's guests, family members, or persons invited by TENANT in or on the PROPERTY;

c) any claim due to acts or from any failure to act by TENANT or TENANT's guests, family members, or persons invited by TENANT in or on the PROPERTY; and

d) payment for damages or costs of LANDLORD arising from or related to from any claim based upon the acts of TENANT or TENANT's guests, family members, or persons

invited by TENANT in or on the PROPERTY.

19. TENANT'S INSURANCE.

TENANT shall acquire and maintain for the TERM of the LEASE a standard tenant liability insurance policy with liability coverage of at a minimum of \$100,000 per occurrence for TENANT'S legal liability for damage to LANDLORD'S property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage and such other coverages described in any addendum attached hereto (the Liability Policy"). TENANT's Liability Policy shall name LANDLORD as an additional insured. In the event that TENANT fails to obtain, maintain and deliver to LANDLORD such written proof of the Liability Policy, LANDLORD shall have the right, but not the obligation, and TEANANT automatically elects for LANDLORD to procure such policy coverage on TENANT's behalf through the Landlord Required Insurance Policy ("LRIP"). In this event the TENANT will be charged a Landlord Required Insurance Policy Fee of \$12.00 per month and this shall be deemed to be additional RENT under the Lease and immediately due and payable by TENANT to LANDLORD.

DAMAGE TO TENANT'S PROPERTY AND INSURANCE:

LANDLORD does not provide any insurance coverage for TENANT's property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY. National Student Services, Inc. (<https://www.nssi.com/portal/sternrisk>) offers coverage through its Personal Property Protection Program which is being referred to in this LEASE merely for the convenience of TENANT as an example of such a program. LANDLORD makes no representations or warranties whatsoever regarding National Student Services, Inc. or its Personal Property Protection Program and TENANT is encouraged to speak with a qualified insurance professional about available coverages. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for injury to any person and damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT or TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

20. LANDLORD'S ENTRY ONTO THE PROPERTY.

LANDLORD or LANDLORD's agent may enter the UNIT by any means necessary:

a) by giving TENANT a 48-hour written notice of intent to enter the UNIT; or

- b) without notice to TENANT in the event of an emergency or situation where it is impractical to give 48-hour notice such as inspection of possible lease violation; or
- c) if noise inside the UNIT is too loud to hear someone knock at the door; or
- d) to show the Common Areas of the UNIT and any vacant bedroom to a prospective tenant.

21. LANDLORD'S RESPONSIBILITY.

LANDLORD is not responsible for any loss, expense, injury, or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow, or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services at the UNIT or the PROPERTY;
- h) power surges; and
- i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet, or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, TENANT, FOR TENANT AND FOR TENANT'S GUESTS, RELEASE LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANT'S OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY, OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE COMMUNITY COMMON AREAS, THE PROPERTY, OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE AT THE USER'S SOLE RISK. TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS, AND DAMAGES WHICH LANDLORD OR ANY OF THE RELEASED PARTIES MAY SUFFER OR INCUR AS A RESULT OF (A) TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE, OR (B) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF THIS LEASE BY ANY OF TENANT'S LICENSEES, INVITEES, AGENTS, GUESTS, FAMILY OR MEMBERS.

22. RULES AND REGULATIONS.

- a) LANDLORD may make reasonable rules and regulations (the "Rules and Regulations") to:
 - 1) protect the PROPERTY and the property of other tenants, neighbors, or other people;
 - 2) protect the comfort, safety or rights of other tenants, neighbors, or other people; and
 - 3) govern the use of the Property.

b) TENANT will follow all Rules and Regulations made by LANDLORD which are now in effect **and attached to this LEASE.** TENANT will follow any new Rules and Regulations made by LANDLORD after the date of this LEASE. **LANDLORD may charge TENANT a rule violation charge for each violation of the applicable Rules and Regulations. TENANT's parents and/or Guarantor may be contacted for any violation of the Rules and Regulations.**

23. PETS.

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has so authorized in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a refundable pet deposit and nonrefundable pet fee. A pet deposit is considered a general SECURITY DEPOSIT and may be applied by LANDLORD to non-pet related amounts owing by TENANT. LANDLORD will authorize a support animal for a disabled person as required by applicable law, but will not require a pet deposit nor a pet fee in connection therewith. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal to the extent permitted by applicable law. TENANT must not feed stray or wild animals.

If TENANT or any guest or invitee of TENANT violates pet restrictions (with or without TENANT's knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been brought into the UNIT at any time during TENANT's term of occupancy by TENANT or any guest or invitee of TENANT (with or without LANDLORD's consent), LANDLORD will charge TENANT for de-fleaing, deodorizing, and shampooing. Pet violation charges and pet-removal charges are liquidated damages for LANDLORD's time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet after leaving, in a conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD shall not be liable for loss, harm, sickness, or death of the pet unless due to LANDLORD's gross negligence or willful misconduct. LANDLORD will return the pet to TENANT upon request if it has not already been turned over to a humane society or local authority. TENANT must pay for the pet's reasonable care and kenneling charges.

A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT's guest.

LANDLORD has no lien on any pet for any purpose.

24. TRASH REMOVAL / RECYCLING.

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable nonrefundable fee will be charged for the removal of all items. If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT shall be responsible for any fine and the costs incurred to correct the action.

25. UNAUTHORIZED VEHICLES.

- a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a separate Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.
- b) No unregistered or disabled automobiles, trailers, campers, boats, etc are allowed on the PROPERTY at any time.
- c) TENANT may not make repairs to automobiles on the PROPERTY.
- d) LANDLORD may tow at TENANT's expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, in violation of other applicable parking rules or regulations, or in violation of applicable law.

26. MAINTENANCE.

LANDLORD agrees to do any reasonable maintenance or structural repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

- (a) keep Community Common Areas of the PROPERTY (but not Common Areas in the UNIT, which shall be the responsibility of TENANT) reasonably clean;
- (b) maintain fixtures, furniture, hot water, heating, and A/C equipment;
- (c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (d) make all reasonable repairs, subject to TENANT's obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD's sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions, or interference with TENANT's use of the UNIT or the PROPERTY because LANDLORD is making repairs, alterations, or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD's usual working hours unless TENANT requests in writing that such repairs be done during other

hours and such request is approved by LANDLORD. If LANDLORD approves an off-hours request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the TERM at TENANT's expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in the kitchen and bathroom(s) when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bathroom(s), clean and dry.

TENANT shall promptly notify LANDLORD in writing of the presence of any defects or necessary maintenance relating to the UNIT, including, without limitation, any the following conditions:

Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or other system in the UNIT.

Pest infestations or the need for pest control treatment (which notice shall constitute permission to enter the UNIT for purposes of performing inspections or treatments related thereto).

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY caused by TENANT's failure to comply with the terms of this **Paragraph 26**, and LANDLORD shall not be liable for any damages sustained to TENANT's person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

27. REPAIRS.

TENANT agrees to:

- a) immediately report to LANDLORD in writing any damages or needed repairs; and
- b) pay for repairs which are needed due to the fault of TENANT or any of TENANT's family or guests.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter—**IT MUST BE SIGNED AND PROVIDED IN WRITING** to LANDLORD's designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD's written notes on TENANT's oral request do not constitute a written request from TENANT.

LANDLORD's compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT's utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or other cause, TENANT must notify LANDLORD's representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD's representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five (5) days written notice. LANDLORD may also remove personal property if it causes a health or safety hazard. If this LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

28. CHANGES TO THE PROPERTY.

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements, or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

29. LAUNDRY FACILITIES.

Individual washer and dryer are included in each UNIT. TENANT is responsible for cleaning the lint trap after each dryer use to prevent fire.

30. TAKING OF PRIVATE PROPERTY.

- a) Legal authorities are able to take property after paying

for it. This is known as "condemnation".

- b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

- 1) LANDLORD can terminate this LEASE;
- 2) LANDLORD is not responsible for claims of

TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and

- 3) TENANT, by signing this LEASE, hereby assigns to LANDLORD any rights which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY or any part thereof.

31. UNENFORCEABLE LEASE CONDITIONS.

If any court of competent jurisdiction determines that any condition or part of this LEASE is illegal or unenforceable, the rest of this LEASE shall continue in full force and effect.

32. SALE OF PROPERTY.

In the event of the sale of the Property by LANDLORD to a new owner, the new owner can end this LEASE by giving TENANT 90 day's written notice.

33. ASSIGNMENT BY LANDLORD.

LANDLORD may assign this LEASE. If assigned, TENANT's obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE.

Upon assignment of this LEASE by LANDLORD to another party, LANDLORD is expressly released from all obligations thereafter accruing under this LEASE. LANDLORD may transfer this LEASE without obtaining TENANT's approval. TENANT MAY NOT ASSIGN ITS RIGHTS UNDER THIS LEASE WITHOUT THE WRITTEN CONSENT OF LANDLORD, WHICH MAY BE GIVEN OR WITHHELD IN LANDLORD'S SOLE AND ABSOLUTE DISCRETION.

TENANT will not rent the UNIT, or any portion of the UNIT, under any short-term stays, including any rental program such as "Airbnb," "VRBO," or similar program, and TENANT's entry into a short-term rental agreement will be cause for termination or other remedies of this LEASE by LANDLORD.

34. SECURITY DEVICES.

LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security, and LANDLORD can discontinue any such items at any time without notice.

35. DEFAULT BY TENANT.

TENANT shall be in default of this LEASE if TENANT:

- a) fails to pay RENT or any other charges when due; or
- b) does anything which is not permitted by this LEASE; or
- c) fails to do anything which is required by this LEASE; or

d) gives LANDLORD false information, including information or signatures on TENANT's or the Guarantor's/Co-signers rental application, on this LEASE or on the GUARANTEE; or

e) fails to pay for any of the utilities which are payable by TENANT or the other tenants of the UNIT in a timely manner, or such utilities are disconnected or shut off; or

f) TENANT fails to pay any fine within 10 days after it is levied in accordance with this LEASE or the Rules and Regulations.

36. LANDLORD'S RIGHTS.

LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

a) If TENANT breaches or violates any condition of this LEASE, any addendum to this LEASE, or the Rules and Regulations, LANDLORD can:

(i) collect any past due RENT and utility payments and any sums which are due for the rest of the TERM from TENANT;

(ii) collect from TENANT for damages caused by TENANT or by TENANT's breach or violation of any condition of this LEASE or TENANT's doing of any act which is not permitted by this LEASE;

(iii) evict TENANT and take possession of the UNIT;

(iv) recover or file suit to recover:

(A) all RENT and additional charges which are due from TENANT;

(B) reimbursement for any damages; and,

(C) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs, and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries, or pursue any other rights or remedies available to LANDLORD under applicable law.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT's personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by law.

FIRE OR OTHER CASUALTY. If in LANDLORD's reasonable judgment, the Bedroom, the UNIT, the building in which the UNIT is located, or the Property is materially damaged by fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate this LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the Security Deposit, less lawful deductions.

37. CONTRACTUAL LIEN.

Intentionally left blank.

38. OTHER REMEDIES.

In addition to all of LANDLORD's other rights and remedies under applicable law and this LEASE, if TENANT's RENT is delinquent and LANDLORD gives TENANT 5 days' prior written notice, LANDLORD may terminate any utilities or services that LANDLORD furnishes, unless applicable law provides otherwise. LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early, TENANT will pay LANDLORD any amounts stated to be rental amounts in **Paragraph 3** for the entire TERM, in addition to other sums due. Upon TENANT's default, LANDLORD reserves all other available legal remedies, including but not limited to termination of this LEASE. Late charges are liquidated damages for LANDLORD's time, inconvenience, and overhead in collecting late RENT (but are not for attorney's fees and litigation costs). TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within 10 days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline. LANDLORD may accelerate RENT – see **Paragraph 45**.

39. ENDING THE LEASE.

a) **This LEASE will end at the time and date listed in Paragraph 2.** LANDLORD may not extend the term of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE or hold over beyond the last day of the TERM without the written consent of LANDLORD. **Failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition which it is obligated by law to repair or remedy, TENANT may only terminate this LEASE if and as expressly provided by applicable statute. Without limiting the foregoing, TENANT may not terminate this LEASE due to any noncompliance by LANDLORD unless (i) TENANT first provides a formal written notice of noncompliance to LANDLORD, (ii) such formal written notice specifically and expressly states that this LEASE will terminate if LANDLORD's noncompliance is not remedied within the period of time permitted by applicable statute, and (iii) LANDLORD fails to remedy such noncompliance within the applicable time period.

c) If TENANT does not vacate the UNIT upon expiration of the TERM, TENANT shall pay, in addition to the normal RENT, an additional charge of \$200.00 per day until TENANT vacates. This additional charge is due for each day that TENANT stays in possession of the UNIT after expiration of the TERM. Nothing contained in this LEASE shall give TENANT the right to hold over or otherwise remain in possession of the UNIT following expiration of the TERM.

40. EARLY TERMINATION.

Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge may apply as part of any such

agreement as specified by LANDLORD and must be paid before this LEASE is officially terminated. The Application Fee is never refundable.

REPLACEMENT RESIDENT.

If departing or remaining tenants find a replacement tenant acceptable to LANDLORD and LANDLORD expressly consents to the replacement in writing, or to an assignment, then a nonrefundable termination or assignment fee of \$500 will be due, a nonrefundable rekeying fee will be due if rekeying is requested or required, and TENANT must have no outstanding payments due. TENANT may not assign this LEASE without LANDLORD's prior written consent, which may be granted or withheld in LANDLORD's sole and absolute discretion.

Procedures for Replacement. If LANDLORD approves a replacement tenant, then the replacement tenant must sign a new lease contract. Unless LANDLORD agrees otherwise in writing, TENANT's SECURITY DEPOSIT will automatically transfer to the replacement tenant as of the date LANDLORD approves. The departing tenant will no longer have a right to occupancy or a SECURITY DEPOSIT refund. The replacement is not considered complete until the replacement lease contract is approved by LANDLORD, the replacement lease is fully executed, and all fees are received.

UNLAWFUL EARLY MOVE-OUT. TENANT will be liable for a \$500 termination fee, in addition to all RENT, fees, and other charges due during the TERM, if TENANT:

- (1) fails to move in, or fails to give written notice that TENANT has moved out of the UNIT;
- (2) moves out without paying RENT in full for the entire TERM or renewal period; or
- (3) moves out at LANDLORD's demand because of TENANT's default; or
- (4) is evicted.

NOT A RELEASE. The termination charge is not a cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD's damages; that is, LANDLORD's time, effort, and expense in finding and/or processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing the UNIT, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the termination charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD's attempts to find a replacement are successful. The termination charge does not release TENANT from continued liability for future or past-due RENT or for charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and the need for any necessary repairs to the unit before a replacement TENANT moves in.

41. SUBLETTING.

TENANT may not transfer this LEASE or sublet the PREMISES, nor any part of the UNIT, without LANDLORD's prior written approval which may be granted or withheld in LANDLORD's sole and absolute discretion. Without limiting the foregoing, short term leasing or subleasing of any part of the UNIT (including but not limited to short term leasing or subleasing through programs or services such as air BNB, VRBO, FlipKey, Lodgify, HomeToGo, or similar programs or services) is strictly prohibited.

If TENANT permits another person to live in the UNIT or provides a key to a person not named on this LEASE, TENANT will be subject to a \$1,000 fine.

42. LEAVING THE UNIT.

DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

After the end of the TERM, LANDLORD will mail TENANT's SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 14 business days after written request therefore, which request shall provide TENANT's new address, unless applicable statutes provide otherwise.

TENANT will have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD's reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have *abandoned* the UNIT when all of the following have occurred: (1) all tenants appear to have moved out of the UNIT in LANDLORD's reasonable judgment, and have been absent for at least seven (7) days; (2) clothes, furniture, and personal belongings have been substantially removed in LANDLORD's reasonable judgment; (3) TENANT has been in default for non-payment of RENT for at least ten (10) days; and (4) TENANT has not responded for five (5) days to LANDLORD's notice left on the outside of the main entry door and mailed to TENANT, stating that LANDLORD considers the UNIT abandoned. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage, and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire TERM.

43. TENANT'S DUTIES AT END OF THE LEASE.

In addition to any other duties which TENANT has under this LEASE, TENANT will:

- a) leave the UNIT when this LEASE ends and return all keys and access devices/remotes to LANDLORD;
- b) return the UNIT:
 - 1) clean and free of garbage or trash; and
 - 2) in good order and repair, reasonable wear and tear excepted; and
- c) comply with all other terms of this LEASE.

TENANT may obtain a free copy of the Arizona Residential Landlord and Tenant Act online from the Arizona Secretary of State's Office.

TENANT may also be present at the time of the move-out inspection at the end of the TERM, if requested. TENANT must contact management to schedule an appointment for the inspection prior to the move out date assigned on page 1 of this LEASE.

44. SECURITY DEPOSIT TERMS.

- a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in **Paragraph 5**.
- b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT or other charges under this LEASE.
- c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:
 - 1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
 - 2) to pay for any unpaid RENT or additional charges owing to LANDLORD.

If, prior to the end of the TERM, all or part of the SECURITY DEPOSIT is used in the manner described above or for any other reason as permitted by law, TENANT will immediately deposit with LANDLORD the amount needed to replenish the SECURITY DEPOSIT to equal the amount listed in **Paragraph 5**.

- d) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as potential charges for deficiencies, may be obtained from LANDLORD at TENANT's request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD's cleaning instructions prior to move-out. If TENANT does not clean the UNIT to LANDLORD's specifications then LANDLORD will charge TENANT a reasonable nonrefundable fee for the cleaning of the UNIT. If the UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT. Damages to Common Areas will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants who have leases for that specific bedroom.
- e) **A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT when resulting from damages caused by tenants.** Charges for damages may occur at any time during the TERM.

- f) LANDLORD will return the SECURITY DEPOSIT (less lawful deductions) to TENANT within fourteen (14) business days after termination of the tenancy created by this LEASE, delivery of possession of the PREMISES by TENANT, and demand by TENANT for the SECURITY DEPOSIT. The SECURITY DEPOSIT shall be sent to TENANT at TENANT's last known place of residence.

The SECURITY DEPOSIT will not be LANDLORD's limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit. Among other items, the cost of labor and materials for cleaning and repairs in excess of "normal wear," the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

45. ACCELERATION.

All monthly RENT for the rest of this LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT.

46. LOSS OF LANDLORD'S RIGHTS.

LANDLORD does not give up rights by accepting RENT or any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

47. NO JURY TRIAL.

LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit relating to this LEASE, the UNIT, the PREMISES, or the PROPERTY.

48. WRITTEN CHANGES TO THE LEASE.

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE and, if applicable, in any written and executed addendums hereto. There are no other promises or understandings between the parties. Any changes to this LEASE must be in writing and signed by LANDLORD and TENANT. Neither LANDLORD nor any of LANDLORD's representatives have the authority to make any oral promises, representations, or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD's representatives have no authority to waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and no authority to make promises, representations, or agreements that impose security duties or other obligations on LANDLORD or LANDLORD's representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

49. ATTORNMEN

TENANT hereby agrees that TENANT will recognize LANDLORD as its landlord under this LEASE and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

50. ADDITIONAL TERMS.

See attached addendum(s) for any additional terms, which are part of this LEASE.

51. SIGNATURES AND ACCEPTANCE OF CONTRACT.

This LEASE and any addenda may be signed in counterpart, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. The lease application is considered a part of this LEASE. If there are any conflicts between this LEASE and the application then this LEASE shall control.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE includes:

- 1) Residential Lease Agreement
- 2) Rules and Regulations
- 3) Covid-19 Rules and Regulations Use of Amenities and Common Areas
- 4) Security Acknowledgement and Guidelines
- 5) Drug-Free Crime-Free Lease Addendum
- 6) Damages and Cost Addendum
- 7) Bed Bug Addendum
- 8) Swimming Pool Addendum

Addendum – Assumption of Risk, Waiver of Liability and Indemnification Relating to Covid-19

SAMPLE

OLIV TEMPE – RULES AND REGULATIONS ADDENDUM

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fines, eviction or criminal and/or civil prosecution.

Violations of these RULES AND REGULATIONS will result in tenant fines as follows:

FIRST: A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating first breach. Possible Eviction.
SECOND: A \$100 charge will be assessed against the TENANT. Possible Eviction.
THIRD: A \$250 charge will be assessed against the TENANT. Possible Eviction.

Fines are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The fines above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE \$1,000 FINE AND POSSIBLE EVICTION. Fines will double and/or result in eviction in the event the TENANT is found to have lied to or deceived the LANDLORD when discussing the details of a lease violation.

SECURITY CAMERAS

The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Arizona statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

WINDOWS, DOORS & WINDOW COVERINGS

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

BALCONIES AND PATIOS

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only bona fide patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a \$100.00 fine for each bag of trash for small debris removed from the balcony and \$100 per large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that is not permitted. Balcony fines will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the TENANTS occupying said UNIT.**

Throwing objects from balconies, windows, sliding glass window/wall or any other area of the building are strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to local authorities. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

NO SOLICITATION OR DISTRIBUTION OF MATERIALS

TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

LOCKS AND KEYS

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$50.00 fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost key (entry door, bedroom door, mailbox) and \$50.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

TRASH AND TRASH CHUTE

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute or Dumpster available to TENANT, then TENANT must use the Trash Chute or Dumpster to dispose of all waste. **TENANT may NOT leave trash around the outside of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME.** LANDLORD will impose a fine of \$100 per bag or item for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

NO SMOKING

Smoking, including the use of e-cigarettes, is strictly prohibited on the premises including in the UNIT, all amenity areas, and common areas (including the amenity and pool deck). Any TENANT found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Violations of this policy will result in fines as follows:

- First: A \$250 charge will be assessed against the TENANT
- Second: A \$500 charge will be assessed against the TENANT
- Third: Eviction

UTILITIES

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

PETS

Pets are not allowed in UNIT in any instance. In the event TENANT intends to utilize the services of a service animal, TENANT must obtain permission from LANDLORD prior to introducing any animal to the UNIT. The introduction of any animal to the unit without prior approval from LANDLORD will result in an immediate fine of up to \$1,000 and/or eviction. LANDLORD will consider all requests for the use of a service animal and will engage in the interactive process to determine the reasonableness of all TENANT requests.

STAFF COMPLIANCE

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fine of up to \$1,000 and/or eviction.

ALCOHOL, DRUGS, STOLEN PROPERTY

The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc). or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and possible eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Arizona, and the City of TEMPE. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an immediate fine at minimum \$150.00 and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

PLUMBING AND GARBAGE DISPOSAL

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

FURNITURE

If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

CONDITION OF THE UNIT AND ALTERATIONS

TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

TENANT must use customary diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. LANDLORD may enter UNIT to remove, without notice, any unapproved window coverings. Any and all repairs needed within TENANT'S room and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings. TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in hallways.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term. The LANDLORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.

A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT. Charges for damages may occur at any time during the LEASE TERM.

MAIL

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

GUESTS / DELIVERIES

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. LANDLORD reserves the right to exclude guests or others who, in LANDLORD'S sole judgment, have been violating the law, violating the LEASE or any rules or policies of the PROPERTY, or disturbing other tenants, neighbors, visitors or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest.

LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that no more than ten (10) persons are allowed in UNIT at one time and that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged \$250 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. ALL TENANTS AND TENANT'S GUESTS OF OLIV TEMPE MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.

NOISE

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to fine TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock. LANDLORD may enter unit to lower or eliminate noise levels.

TENANT will be found in violation of this LEASE and will be subject to fines and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.

If TENANT does not answer the door for police, security, and/or OLIV TEMPE staff, TENANT will be subject to an immediate fine of \$250 and will be considered in default of the LEASE.

COMMON AREAS

TENANT recognizes that the common area facilities which may include such items as a Fitness Center, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, Hot Tubs, Theater Room, Game Room, Study Lounge, Business Center or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.

Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of common areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

- a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
- b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
- c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. **USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.**

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the FACILITIES or UNIT at any time for any reason. A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

OUTDOOR DECK USE

TENANT will be limited to one (1) guest at the Outdoor Deck. TENANTS and TENANT'S GUESTS may be required to wear LANDLORD-issued wristbands on the outdoor deck at all times. If LANDLORD exercises this right, TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the outdoor deck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

All food or beverage containers must be stored in a cooler at all times on the outdoor deck. No glass is allowed on the deck. Beverage containers in excess of 24oz are not allowed on the deck. If asked by LANDLORD, Tenant will remove all food and beverage from the deck for any reason. Styrofoam cups and plates are prohibited on the outdoor deck at all times.

HAZARDOUS MATERIALS

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

FIRE SAFETY

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. The intentional sounding of any smoke alarm is prohibited. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages as stated in Arizona statutes. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in anyway related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

VEHICLES/PARKING

TENANTS and/or guests are not permitted to park in garaged parking spaces unless assigned by LANDLORD and TENANT has an executed Parking Agreement.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the rear of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 10 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT agrees that if Parking Agreement is executed, TENANT must park inside designated gate(s).

PROPERTY GATES

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

EXPRESS WAIVER OF WARRANTY:

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).

- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

WEAPONS

Possession of any weapon or ammunition is prohibited unless approved by management. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors will lead to disciplinary action.

PHOTOGRAPHS

TENANT hereby gives LANDLORD permission to take photographs during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes.

VANDALISM

Vandalism of UNIT and/or PROPERTY (with reference to both the room, UNIT, and all common areas) will not be tolerated and will result in an immediate minimum fine of \$100 in addition to the costs of repair to the vandalized property being passed on to TENANT.

USE OF UNIT

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

SERVICE REQUESTS

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

MODIFICATION OF RULES AND REGULATIONS

TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

**COVID-19
USE OF AMENITIES AND COMMON AREAS**

RULES

AND

REGULATIONS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the fitness center, Common Areas, and all other amenity areas and shared spaces of the PROPERTY outside Units (each individually a “Facility” and collectively the “Facilities”), have been developed with the health and safety of residents, their guests, and PROPERTY staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the PROPERTY are amended to include the following additional rules and regulations, which are incorporated as part of each TENANT’S Lease, effective immediately:

Each TENANT of the PROPERTY (“you”) must:

1. Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention (“CDC”) – www.coronavirus.gov
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, PROPERTY staff, and others.
4. TENANTS are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact PROPERTY staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
 - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any Common Area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
 - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
 - Avoid touching your eyes, nose, and mouth.
 - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where PROPERTY-provided disinfecting sprays are not readily available, TENANTS must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, LANDLORD may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by LANDLORD, PROPERTY MANAGER, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require your guests and visitors at the PROPERTY to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of LANDLORD or PROPERTY MANAGER because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed Common Area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL HEALTHCARE PROVIDER FOR MEDICAL ADVICE.

11. If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with LANDLORD, PROPERTY MANAGER and public health authorities in providing information that will allow LANDLORD, PROPERTY MANAGER, and public officials to determine whether you may have exposed other TENANTS, PROPERTY staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for LANDLORD and PROPERTY MANAGER to make a general disclosure to inform other TENANTS that a co-resident tested positive for COVID-19, but LANDLORD and PROPERTY MANAGER will maintain confidentiality as, and to the extent, required by applicable law. In some situations, LANDLORD and PROPERTY MANAGER may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
12. Promptly contact PROPERTY staff if you notice a co-resident violating any of these Rules and Regulations.
13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The LANDLORD and PROPERTY MANAGER make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19.** COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. TENANTS may be exposed to or infected with COVID-19 at the PROPERTY or as a result of residing at the PROPERTY or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional Rules and Regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the PROPERTY'S Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, LANDLORD shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law.

SAMPLE

TENANT ACKNOWLEDGEMENT OF SECURITY POLICY

- a) TENANT AND GUARANTORS acknowledge that neither LANDLORD, the management company, nor the agent for LANDLORD:
1. has made any representations, written or oral, concerning the safety of PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
 2. warrants or guarantees the safety or security of TENANT(S), or TENANT'S guests or invitees against the criminal or wrongful acts of third parties.
- b) TENANT AND GUARANTORS acknowledge that:
1. each TENANT, guest or invitee is responsible for protecting his or her person and property;
 2. the intercoms, building access systems and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms, building access systems and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system, building access systems and/or video camera system;
 3. security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that TENANT should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

SECURITY GUIDELINES

- a) We recommend that you abide by the following guidelines and use common sense in practicing safe conduct. Inform all other OCCUPANTS in your UNIT, including any children you may have, about these guidelines.
- b) PERSONAL SECURITY—WHILE INSIDE YOUR UNIT
1. Lock your doors and windows—even while you're inside.
 2. Engage the keyless deadbolts or door latches on all doors while you're inside.
 3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
 4. If children (who are old enough to take care of themselves) are left alone in your UNIT, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
 5. Do not put your name, address, or phone number on your key ring.
 6. If you are concerned because you have lost your key or because someone you distrust has a key, ask LANDLORD to re-key the locks. You have a statutory right to have that done, as long as you pay for the re-keying.
 7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call LANDLORD.
 8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
 9. Check your door lock, window latches, and other security devices regularly to be sure they are working properly.
 10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
 11. Immediately report to LANDLORD – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
 12. Immediately report to LANDLORD – in writing, dated, and signed – any malfunction of other safety devices outside your UNIT, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
 13. Close curtains, blinds, and window shades at night.
 14. Mark or engrave your driver's license number or other identification on valuable personal property.
- c) PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT
1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
 2. Leave a radio or TV playing softly while you're gone.
 3. Close and latch your windows while you're gone, particularly when you're on vacation.
 4. Tell your roommate or spouse where you're going and when you'll be back.
 5. Don't walk alone at night. Don't allow your family to do so.
 6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
 7. Don't give entry keys, codes or electronic gate cards to anyone.
 8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
 9. Let the LANDLORD and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your UNIT since the LANDLORD cannot assume that responsibility.
 10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
 11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You

are more vulnerable when looking for your keys at the door.

d) PERSONAL SECURITY—WHILE USING YOUR CAR

1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
2. Don't leave exposed items in your car, such as CDs, mp3 players, wrapped packages, briefcases, or purses.
3. Don't leave your keys in the car.
4. Carry your key ring in your hand whenever you are walking to your car.
5. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
6. Check the backseat before getting into your car.
7. Be careful when stopping at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

SAMPLE

**LEASE ADDENDUM
FOR A DRUG-FREE CRIME-FREE HOUSING**

In consideration of the execution or renewal of a LEASE of the UNIT identified in the LEASE, LANDLORD and TENANT agree as follows:

1. TENANT, any member of the TENANT's household or a guest or other person under the TENANT's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
2. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the PROPERTY.
3. TENANT or members of the TENANT's household **will not permit the UNIT to be used for, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. TENANT or members of the TENANT's household or guest, or another person under the TENANT's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether **on or near the UNIT, PROPERTY**, or otherwise.
5. TENANT, any member of the TENANT's household, or a guest or another person under the TENANT's control shall not engage in any illegal activity, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the UNIT, or any breach of the LEASE that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other TENANT or involving imminent serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A **single** violation of any provisions of the addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a **single** violation shall be good cause for **immediate termination of the LEASE**. Unless otherwise prohibited by law, proof of violation **shall not require criminal conviction**, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the LEASE, the provisions of the addendum shall govern.
8. This **LEASE ADDENDUM** is incorporated into the LEASE executed or renewed this day between LANDLORD and TENANT.

CRIME FREE MULTI-HOUSING PROGRAM **A Practical Guide for TENANTS**

OLIV TEMPE is committed to keeping illegal activity out of the apartment community you reside in. Your LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all TENANTS in your PROPERTY. Your LANDLORD has implemented positive changes to develop an environment where the potential crime cannot flourish.

To address the crime problem in rental properties it requires a unique coalition of landlords, TENANTS and the police. The most effective way to deal with any illegal activity on rental property is through a coordinated effort.

The following information is provided to help you protect your PROPERTY, your vehicles and most importantly, your personal safety.

Property Crime Prevention

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify who is knocking or buzzing your residence – ask for identification if you don't know the person before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

Vehicle Theft

- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Don't leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- In you have a garage, use it
- Using a visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window Etching – etch vehicle identification number on vehicle windows

Bicycle Theft

- Be sure to secure your bicycle inside your apartment
- Do not leave your bicycle on the balcony, even the second level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law Enforcement will require this information in reporting the theft.

Assault Prevention

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets
- Try to walk with someone else whenever possible
- Avoid dark places, short cuts, bushy trees and shrubs, and sparsely traveled areas
- Stay Alert and attentive to your surroundings at all times

Please keep in mind that this is your home, your neighborhood and your community. Much of your personal safety and that of the neighborhood depends on your active participation in the crime prevention efforts. You are a vital part of your community security and welfare.

Report Crimes in Progress to 9-1-1
Non-Emergency Number 480.350.8311

SAMPLE

HOW TO REPORT SUSPICIOUS OR CRIMINAL ACTIVITY

Use "911" only for medical emergencies, fires, reporting crimes in progress or that have just occurred. For non-emergency situations or relaying criminal information, call police department at 480.350.8311. The Call-Taker will record the information and do one of the following.

1. Dispatch a Beat Officer to your location.
2. Connect you with an Officer working the front desk.
3. Arrange to have an Officer call you back.
4. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call-Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

Describe the activity and its location.

- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:
 - Sex
 - Height
 - Hair color
 - Race
 - Weight
 - Eye color
 - Age
- ✓ Any distinguishing features; unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

DAMAGES AND COSTS ADDENDUM

The condition of the UNIT will be assessed in accordance with paragraph 15 of the LEASE agreement for damages in the UNIT and PROPERTY as described in paragraph 1.

CLEANING INSTRUCTIONS

When cleaning your apartment and preparing for move-out, please make sure that all areas in your bed space and common areas are clean. This includes, but is not limited to: all appliances (refrigerator, stoves, microwaves, dishwashers), drip pans, cabinets, doors, patios, window screens, baseboards, flooring, windows and sills, toilets, bathtubs, sinks, countertops, nail holes, carpet, ceiling fans, light fixtures, air vents, all shelving, etc...

FULL PAINT

A full paint after occupancy of only 1 year is not considered normal wear and tear.

CARPET CLEANING

Tenant is responsible for carpet cleaning at the end of the lease. Carpets must be cleaned by a professional cleaning company and a receipt must be provided to management on or before move-out.

DAMAGE COSTS

The following is a list of potential charges that could be assessed to your account for damages during the TERM of LEASE, the end of the LEASE TERM or after occupancy is terminated as outlined in **paragraph 42**.

ITEM	ESTIMATED COST
Mailbox Key Replacement	\$50.00
Apartment Key Replacement	\$50.00
Room Key Replacement	\$50.00
Parking Sticker Replacement (Not Expired)	\$50.00
Lock Change	\$50.00
Access Gate Remote	\$50.00
Garage Remote	\$50.00
Window Screen Replacement	\$75.00
Blind Replacement (window and vertical)	\$250.00
Broken Window Replacement	\$350-1,000.00
Sliding Glass Window Replacement	\$200-275.00
Carpet Cleaning	Starts at \$45.00/Area
Carpet Replacement	Individual Bid
Interior Door replacement	\$200.00-400.00 per Door
Room Cleaning-light, medium, heavy	\$25.00-50.00
Common Area Clean (total)	\$75.00-110.00
Drip Pan Replacement (4)	\$25.00
Trash Out (per bag/box)	\$25.00
Sheetrock Repairs (per area)	\$10.00-170.00
Refrigerator Replacement	\$600.00
Microwave Replacement	\$275.00
Washer/ Dryer Replacement	\$800.00
Counter Top Resurfacing	\$80.00-200.00
Tub Resurfacing	\$150.00-325.00
Full Paint per Bed Space	\$120.00
Full Paint Color Change per wall	\$100.00-200.00
Full Paint Unit	Individual Bid

COMMON AREA DAMAGES

Your account will be charged for any damages in your bed space assigned to you on your LEASE agreement in **paragraph 1**. Common

area damages will be divided amongst all TENANTS in the UNIT unless a letter assuming responsibility is received in the office prior to move-out.

ADMINISTRATIVE FEE

There is a fifteen percent (15%) administrative charge added to all damage, cleaning, or painting charges in the UNIT.

All damage costs listed above are estimates. They are subject to change at any time and not inclusive of all move-out charges subject to your account.

SAMPLE

BED BUG ADDENDUM

This document is an Addendum and is part of the Residential Lease Agreement between LANDLORD and TENANT for the premises located at 1011 North Tyndall Ave; TEMPE, AZ 85719.

It is our goal to maintain the highest quality living environment for our tenants. The LANDLORD has inspected the unit prior to lease and knows of no bed bug infestation. Tenants have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

TENANT(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bed bugs.

TENANT agrees to maintain the premises in a manner that prevents the occurrence of a bed bug infestation in the premises. TENANT agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. TENANT shall practice good housekeeping, including the following:

TENANT shall remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, and especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.

TENANT shall keep the unit clean. Vacuum and dust regularly, particularly in bedrooms, being especially thorough around and under beds, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboards, and in and around nightstands. While cleaning, look for signs of bed bugs and report these immediately.

TENANT shall avoid using secondhand furnishings that have not been thoroughly inspected for the presence of bed bugs, especially bed frames, mattresses, and box springs. If rental furnishings are used, make sure that the furniture rental company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of rental furniture inventory and trucks used to transport rental furniture. It should also include a pre-delivery and pre-pickup inspection by the furniture and rental truck company of the premises to which the rental furniture is being delivered. Never accept an item that shows signs of bed bugs. Never take discarded items from the curbside.

Management strongly recommends that TENANT cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.

TENANT shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three (3) inches.

TENANT shall check for hitchhiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to neighbors, friends, and family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.

2. TENANT shall report any problems immediately. Specifically, TENANT shall:

Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.

Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. TENANT shall cooperate with pest control efforts.

If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. TENANT agrees to comply with the recommendations from the pest management professional, including:

- Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
- Checking mattresses carefully: Those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
- Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags and seal them well. Used bags must be discarded properly.
- Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.

- Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
 - Carefully removing vacuum bags, sealing in plastic, and discarding.
 - Cleaning all machine-washable bedding, drapes, clothing, etc. Use the hottest water the machine provides and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - Moving furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. TENANT agrees to indemnify and hold harmless the LANDLORD from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that LANDLORD may sustain or incur as a result of the negligence of the TENANT or any guest or other person living in, occupying, or using the premises.

SAMPLE

SWIMMING POOL ADDENDUM

- a. Pool Hours are 10 AM-10 PM, seven days a week. Hours subject to change at LANDLORD'S discretion with a 10-day notice.
- b. TENANTS, occupants and guests must observe all posted signs.
- c. Pool privileges are for all Residents and limited to one guest per tenant. Guests must be accompanied by an adult Resident at all times while using the pool area. Occupants, TENANTS and guests under the age of 14 must be accompanied by an adult TENANT at all times while using the pool area. LANDLORD reserves right to modify guest policy at any time.
- d. Proper swimming attire is required. Cutoffs and diapers are not allowed in the pool area.
- e. No diving.
- f. Boogie boards, surfboards, bikes, motorcycles, skateboards and roller blades/skates are not allowed in the pool area. Floatation devices are not allowed.
- g. Food is not allowed in the pool area.
- h. Glass containers of any kind are not allowed in the pool area. Non-alcoholic beverages are permitted in plastic containers only.
- i. Running, skipping or horse play is not allowed in the pool area.
- j. TENANTS, occupants and guests must refrain from committing or allowing any activity that may disturb the quiet enjoyment of any other TENANT.
- k. Emergency floatation devices are provided for emergencies only. Use of the emergency equipment for any other activity other than an emergency is prohibited.
- l. Radios, CD players, stereos and boom boxes are not allowed in the pool area.

Furniture Addendum

This Furniture Agreement (this "Agreement") is made and entered into by and between Resident _____ and Owner (CORE TEMPE 7th MYRTLE LLC) identified on the attached and foregoing Lease Contract (the "Lease"). The terms of this Agreement are subject to the terms of the Lease; the defined terms in the Lease shall be deemed to have the same meaning as in this Agreement. In consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Furniture provided in the apartment.** You acknowledge that furniture and/or electronics (collectively the "Furniture") has been provided by us to you for your use in the apartment. Typical furniture packages may contain any or all of the following in the Exclusive Space (i.e. bedroom) and the Unit Common Area:

Living Room

Sofa
End Table
Coffee Table
Entertainment Stand
Living room Chair

Dining Area/Kitchen

Kitchen Island
Kitchen Barstools

Bedroom

Memory Foam Mattress (Full Size)
Bed Frame
Headboard
Dresser
Desk
Desk Chair

For the specific furniture package associated with your floor plan, Exhibit A will be provided as part of the Lease paperwork.

You shall examine all Furniture listed above and notify us in writing of any defects in the Furniture within 24 hours after you move in. If you fail to notify us of any defects in the Furniture within such 24 hours period, all Furniture shall be deemed to be in good condition.

2. **Disclaimer of Warranties and Representations.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO ANY FURNITURE, FURNISHING, EQUIPMENT OR APPLIANCES, IF ANY, IDENTIFIED HEREIN OR OTHERWISE IN THE APARTMENT OR THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.
3. **Maintenance of Furniture.** You shall maintain the Furniture in a clean condition; reasonable wear and tear excepted and shall not remove any items of Furniture from the apartment during the term of the Lease. All items of Furniture shall be kept in the apartment and returned to us when you vacate the apartment at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner. When you vacate the apartment, all Furniture shall be returned to the location in the apartment and in the Unit that such Furniture were in as of the move-in date. You shall be responsible for any damages or cleaning charges incurred by us with respect to use or condition of any Furniture in that apartment owned by us.
4. **Default.** In the event the Furniture are not maintained, are damaged or are otherwise not returned to us at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner, in a condition satisfactory to us, you shall pay to us, upon demand, the cost to repair or replace as determined by us, the Furniture. We shall have the right to deduct any amounts owed hereunder from the security deposit paid by you under the Lease. In addition to the foregoing, in the event of any default under this Agreement, we shall have the right to pursue any and all rights or remedies under the Lease or applicable law as if you defaulted under the Lease. See estimated replacement costs below:

The terms of this Agreement are effective as of the date of the Lease and are agreed to and accepted by:

ADDENDUM - ASSUMPTION OF RISK, WAIVER OF LIABILITY
AND INDEMNIFICATION RELATING TO COVID-19

This Addendum – Assumption of Risk, Waiver of Liability and Indemnification (this “**Addendum**”) is dated as of _____ (the “**Effective Date**”) and is made a part of that certain Residential Lease Agreement – OLIV TEMPE (the “**Lease**”) dated _____ by and between Core Tempe 7th Myrtle LLC (“**Landlord**”), and the undersigned resident (“**Tenant**”), for the lease by Landlord to Tenant of Bedroom in a Unit at the OLiv Tempe (the “**Property**”), located at 708 South Myrtle, Tempe, AZ 85281, and more particularly described in the Lease. Capitalized terms used in this Addendum but not defined in this Addendum shall have the meanings given such terms in the Lease.

Notwithstanding any provisions in the Lease to the contrary, Landlord and Tenant hereby agree as follows:

1. Assumption of Risk. Tenant acknowledges that:

- The novel coronavirus commonly referred to as “COVID-19” has been declared a worldwide pandemic by the World Health Organization, and is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces.
- Tenant may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property, and such exposure or infection may result in personal injury, illness, permanent disability or death.
- Tenant knows, or does not care to know, all facts which Landlord knows or should know which would reasonably affect Tenant’s judgment and decision to execute this Addendum.
- The risk of becoming exposed to or infected with COVID-19 at the Property may result from the actions, omissions or negligence of Tenant or others, including, but not limited to, Landlord, Landlord’s property manager, Landlord’s and Landlord’s property manager’s respective staff, employees, contractors, directors, officers, members, managers, agents or representatives (each, a “**Landlord Party**” and collectively, the “**Landlord Parties**”), or from suitmates, other residents, guests and invitees.

TENANT VOLUNTARILY ASSUMES ALL OF THE FOREGOING RISKS AND ACCEPTS SOLE RESPONSIBILITY FOR ANY INJURY (INCLUDING, BUT NOT LIMITED TO THOSE RESULTING IN DISABILITY OR DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE OF ANY KIND THAT TENANT MAY INCUR FROM OR IN CONNECTION WITH EXPOSURE TO COVID-19 AT THE PROPERTY.

2. WAIVER AND INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENANT, ON BEHALF OF TENANT AND TENANT’S HEIRS, SUCCESSORS, EXECUTORS, SUBROGATES AND ASSIGNS, HEREBY EXPRESSLY WAIVES, RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST, ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LAWSUITS, JUDGMENTS, LOSSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS) (COLLECTIVELY, “CLAIMS”), WHETHER NOW EXISTING OR HEREAFTER ARISING, FOR OR RELATING TO PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, LOSS OF USE, PROPERTY DAMAGE, MONETARY LOSS OR OTHERWISE, TO THE EXTENT ARISING FROM ANY TENANT EXPOSURE TO OR INFECTION WITH COVID-19, WHETHER SUCH EXPOSURE OR INFECTION OCCURS ON OR OFF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY LANDLORD PARTY, WHETHER SOLE, PARTIAL, OR CONCURRENT, BUT EXCLUDING ANY SUCH CLAIMS THAT ARISE FROM THE WILLFUL OR INTENTIONAL MISCONDUCT OF ANY LANDLORD PARTIES.

3. Condition to Lease: Consideration. Landlord is requiring Tenant to execute this Addendum as a condition to Landlord entering into the Lease and/or providing to Tenant access to certain Common Areas and amenities at the Property. Tenant acknowledges that it has received good and valuable consideration for entering into this Addendum. Nothing in this Addendum shall limit the right or obligation of Landlord under the Lease or otherwise, and Landlord shall have the right in its sole discretion, to limit or restrict access to certain portions of the Property for public safety and health reasons.

4. Addendum and Lease: Partial Invalidity: Applicable Law. The Lease (and all other Addenda attached thereto) and this Addendum shall together constitute one and the same instrument. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Lease or any other Addenda attached thereto, the terms and provisions of this Addendum shall supersede and control, and that if any provision hereof is found to be unenforceable, the remainder of this Addendum shall be enforced to the fullest extent permitted by applicable law. This Addendum shall be governed by and construed in accordance with the laws of the state in which the Property is located.

5. Counterparts. This Addendum may be executed in multiple counterparts, each of which when executed will be an original and shall be binding upon the party whose signature appears thereon, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by fax transmission or electronic mail (e.g., PDF) shall be as effective as delivery of an original executed counterpart.

Executed to be effective as of the Effective Date.

LANDLORD:

CORE TEMPE 7TH MYRTLE LLC

BY SIGNING BELOW, TENANT ACKNOWLEDGES AND REPRESENTS THAT (I) TENANT HAS READ THIS AND ALL ADDENDUMS, INCLUDING THE FOREGOING ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION PROVISIONS, AND THAT TENANT UNDERSTANDS THESE ADDENDUMS AND SIGNS THEM VOLUNTARILY AND IS BOUND BY THE TERMS HEREOF; (II) TENANT IS SUFFICIENTLY INFORMED ABOUT THE RISKS INVOLVED IN RESIDING AT THE PROPERTY WITH RESPECT TO COVID-19; AND (III) TENANT IS AT LEAST EIGHTEEN YEARS OF AGE AND IS FULLY COMPETENT AND AUTHORIZED TO EXECUTE THIS ADDENDUM.

SAMPLE