



# CAPSTONE PROPERTIES, LLC AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (this "Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between **Capstone Properties, LLC** ("Agent"), as agent for **Provident Group - Stanhope Properties, LLC** the owner ("Landlord") of the **Valentine Commons** apartment complex ("Apartments"), and \_\_\_\_\_ ("Tenant" or "you").

This Agreement of Lease is governed by the provisions of NC General Statute Chapter 42 (hereafter "The Act").

**1. BASIC LEASE INFORMATION:**

**a. PREMISES:** Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, a rental space in an apartment unit with a mailing address of **3009 ME Valentine Drive, Raleigh, North Carolina 27607**, unit # \_\_\_\_\_ (the "Apartment Unit"). The Apartment Unit consists of \_\_\_\_\_ bedroom(s), \_\_\_\_\_ bathroom(s), a kitchen and a living/dining area, together with all applicable fixtures, furnishings and appurtenances. It is understood that Tenant's rental space consists of the exclusive use and occupancy of one of the bedrooms and one of the bathrooms and the shared use and occupancy of the kitchen and living/dining areas with the other tenants of the Apartment Unit (together with any and all applicable fixtures, furnishings and appurtenances).

**b. TERM:** The Apartment Unit is to be used and occupied by Tenant as a residence exclusively, for the period beginning \_\_\_\_\_, \_\_\_\_\_ and ending \_\_\_\_\_, \_\_\_\_\_ at **1:00 PM**, unless terminated sooner as provided herein (hereinafter the "Term"). Under no circumstances shall this Lease be construed to extend beyond 365 days from the beginning date of the Term. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a College or University in Raleigh, North Carolina, or is unable to continue occupying the Apartment Unit for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Neither Landlord nor Agent shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Apartment Unit to Tenant at the commencement of the Term; provided, however, Tenant may cancel this Lease if possession of the Apartment Unit has not been delivered, due to Landlord's inability to deliver, within 30 days of the commencement of the Term.

**c. ELIGIBILITY:** Tenant represents that at the time he or she commences occupancy of the Apartment Unit, and at all times during the term hereof, except during University recognized academic breaks, Tenant will be a matriculated, full-time or part-time (or equivalent), (i) student enrolled at North Carolina State University (the "University") or other institutions of higher education, which are located in the area (the "Other Institutions"), (ii) a transfer student applying for admission to the University or any of the Other Institutions, (iii) a faculty or staff member of the University or any of the Other Institutions. Tenant grants Landlord permission to verify student and employment status with the University or the Other Institutions, as applicable. Landlord reserves the right to deny residency to any Tenant not meeting the above minimum requirements. Additionally, if at any time, Tenant fails to maintain the student or faculty or staff requirements described in this Paragraph 1(c) at said University, this Lease may be immediately terminated by Landlord.

**2. RENT:** Tenant, in return for the use of the Apartment Unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$ \_\_\_\_\_ without offset or deduction (the "Rent"). **Tenant hereby acknowledges that the Term of this Lease is less than a full calendar year, and the Rent has been allocated into 12 installments.** The first installment of Rent of \$ \_\_\_\_\_ shall be due no later than \_\_\_\_\_, \_\_\_\_\_. Commencing \_\_\_\_\_, \_\_\_\_\_, Rent shall be paid on the **1st** day of each month when the installment is due, in advance and without demand, in monthly installments of \$ \_\_\_\_\_. Rent not received by the 1st day of the month will be delinquent. The last installment of Rent of \$ \_\_\_\_\_ shall be due on \_\_\_\_\_, \_\_\_\_\_. Rent shall be paid at the office of the Apartments and checks tendered for the Rent shall be made payable to Valentine Commons. Tenant may not withhold or offset Rent for any reason whatsoever. Any fees, costs or other charges herein that are the responsibility of Tenant are deemed "additional rent" and may be collected in the same manner as Rent. In the event that the Apartment Unit is not available for occupancy on the Lease Commencement Date, Rent shall be abated until the Occupancy Date and lease shall be prorated on a three hundred fifty-four (354) day lease term.

**3. LATE FEES:** In the event the Rent is not paid at the office of the Apartments prior to the close of business on the **5th** day of the month when the installment is due, Tenant shall pay a late charge equal to **5%** of the Rent which shall constitute additional rent hereunder.



If the 5th day of the month falls on a Saturday, Sunday, or a holiday observed by the Apartments, the Rent must be placed in the designated rent drop prior to the opening of the first business day following the weekend or holiday; otherwise, the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the 5th day of the month.

To ensure timely payment by the first day of the month, please mail the Rent by the 20th day of the previous month.

If the Rent is mailed, the late charge will be applied to any Rent received by mail after the 5th day of the month in which it is due.

In the event Tenant elects to pay the Rent by check, Tenant shall pay Landlord a charge of **\$25.00** for any check returned to Landlord for non-sufficient funds, or if said check otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. Said charge shall constitute additional rent hereunder. Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be cash, money order, credit card, e-check or check; provided, however, Landlord shall give Tenant no less than 15 days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. This provision is not to be considered a waiver or relinquishment of any of the other rights or remedies of Landlord.

Tenant acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, telephone charges, returned check charges) incurred by or on behalf of Tenant prior to applying the same to the current monthly Rent regardless of whether or not Tenant has made notations on the payment instrument and regardless of when the obligations came about. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

**4. SECURITY DEPOSIT:** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a non-interest bearing security deposit in an amount equal to **\$125.00** (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. Tenant's security deposit shall be located at Bank of America, 321 Oberlin Road, Raleigh, North Carolina 27605. Upon termination of the lease, Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees.. Upon expiration or earlier termination of this Lease, and upon surrender of the Apartment Unit to Landlord pursuant to the conditions set forth in Sections 17, 24 and 25 below, and upon full payment of all sums due Landlord hereunder, the Security Deposit or any portion remaining unapplied (without any interest) shall be returned to Tenant. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Apartment Unit, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to possession of the Apartment Unit for nonpayment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder. Tenant acknowledges and agrees that the Security Deposit and any charges applied against same are joint and several obligations with the other tenants and guarantors in the Apartment Unit and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Apartment Unit who actually paid money toward the Security Deposit. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable Pet Fee or Redecoration Fee. Damages, charges and fees due as a result of a pet or otherwise may be deducted from the Security Deposit.

If Landlord can determine the extent of all its potential deductions from the Security Deposit, Landlord shall, within thirty (30) days after termination of the tenancy and Tenant's delivery of possession of the Apartment Unit back to Landlord, return the balance, if any, of the Security Deposit, along with an itemization of any deductions from the Security Deposit, to Tenant at Tenant's last known address. If Landlord cannot determine the extent of its potential deductions from the Security Deposit within thirty (30) days after termination of the tenancy and Tenant's delivery of Possession of the Apartment Unit back to Landlord, then Landlord shall provide Tenant with an interim accounting no later than thirty (30) days after termination of the tenancy and delivery of possession of the Apartment Unit back to Landlord, and Landlord shall provide Tenant with a final accounting within sixty (60) days after termination of the tenancy and delivery of possession of the Apartment Unit back to Landlord. If Tenant's address is unknown or if Tenant's deposit is returned to Landlord as undeliverable by the U.S. Postal Service, Landlord will hold the balance of the Deposit for Tenant's collection for a period of six (6) months, after which time any remaining balance of the Deposit shall escheat to the State of North Carolina. At such time, Landlord's liability for the return of the Deposit shall cease.

**5. ADMINISTRATIVE/SERVICE FEE:** Tenant agrees to pay **\$140.00** as an administrative/service fee upon signing this Lease.

**6. CONDITION OF APARTMENT UNIT:** Subject to the provisions of Section 24, Tenant hereby acknowledges that, upon

Tenant taking possession of the Apartment Unit at the beginning of the Term, Tenant is taking the Apartment Unit in its "as is" present condition with no warranties of any kind concerning the condition or character of the Apartment Unit; Tenant has inspected the Apartment Unit, and Tenant agrees that the Apartment Unit and its applicable fixtures, furnishings and appurtenances are in good repair and in fit and habitable condition, except for repairs and corrections Landlord has agreed to make as noted on the Condition Report.

Except for repairs and corrections Landlord has agreed to make as set forth on the Condition Report, the Premises and the fixtures, appliances and furniture in the Apartment Unit will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. TENANT HEREBY WAIVES ITS RIGHT TO OBJECT TO: (I) THE PHYSICAL CHARACTERISTICS OF THE APARTMENT UNIT AND (II) TO THE EXTENT PERMITTED BY LAW, ANY AND ALL EXISTING CONDITIONS, VICES OR DEFECTS.

This Lease and Tenant's interest in the Apartment Unit are and shall be subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Apartments by Landlord, to all advances made under any such lien or encumbrance, to the interest payable in respect of any such lien or encumbrance, and to any and all renewals and extensions of any such lien or encumbrance.

**7. TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant agrees to keep and maintain the Apartment Unit in good and clean condition, excepting reasonable wear and tear, and to make no alterations, improvements or additions thereto without Landlord's prior written consent. Consent to any and all alterations, improvements or additions, including without limitation any process that involves the sawing, sanding, filing, carving, or penetration of any component of the Apartment Unit or the Apartments, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Apartment Unit by Tenant with Landlord's consent shall be made in accordance with all applicable ordinances, codes, rules, regulations and laws, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Apartment Unit at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Apartment Unit or the Apartments by Tenant without Landlord's written consent may be removed by Landlord and the Apartment Unit may be restored to their original state, all at the Tenant's sole expense, with such expense constituting additional rent hereunder.

Tenant will keep the sinks, lavatories, commodes and all other plumbing open and will immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice.

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, governmental fines, or fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead and attorneys' fees legally recoverable made necessary by, or resulting from, (a) any destruction, defacement, impairment or removal of any part of the Apartment Unit or Apartments by the Tenant or Tenant's guests or invitees, regardless of whether or not Tenant is negligent or whether or not Tenant's guests or invitees are negligent or (b) the non-performance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, with such fees, costs and expenses (including reasonable attorneys' fees recoverable by law) constituting additional rent hereunder. Notwithstanding any statute to the contrary, Tenant expressly agrees that neither N.C. Gen. Stat. § 42-10 nor N.C. Gen. Stat. § 42-12 shall apply to this Lease or to Tenant's tenancy in the Apartment Unit, and as such, Tenant agrees that he/she shall be strictly liable to Landlord for any and all destruction, defacement, impairment or removal of any part of the Apartment Unit by Tenant and/or Tenant's guests and visitors.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the Apartments are located, (e) engage in any other illegal activities anywhere in the world, or (f) engage in any activity prohibited by § 12-2163(l) of the City of Raleigh's Probationary Rental Occupancy Permit (PROP) ordinance or any activity that would cause Landlord to receive a "strike" or similar citation under the PROP ordinance. It is understood and agreed that a single violation of this section shall be a material violation of this Lease and good cause for termination of this Lease. Unless otherwise required by law, proof of violations shall not require criminal conviction but shall be by a preponderance of the evidence.

Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Guarantor, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal, improper, objectionable, undesirable or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will not permit to enter the Apartment Unit or to remain therein any person of bad or loose character or of improper behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice on/about the Premises. Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Apartment Unit

as if Tenant engaged in such acts or omissions himself/herself.

**It is understood that Tenant will be occupying the Apartment Unit jointly and is jointly liable for any damages to the common areas** of the Apartment Unit and its fixtures, furnishings, appurtenances, walls, ceilings, floors, carpets and doors. Accordingly, Tenant must exercise responsibility to see that the entire Apartment Unit is maintained in good order and repair. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Apartment Unit. Tenant shall promptly report to Landlord any repairs which need to be made to the Apartment Unit.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Apartment Unit is expressly reserved for Tenant only, and any persons occupying the Apartment Unit as a guest for more than seven (7) days during the Term shall be treated as a guest only if Landlord is notified in writing by Tenant and Landlord consents in writing thereto, which consent may be withheld in Landlord's sole and absolute discretion. Otherwise, the occupancy of the Apartment Unit by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant and the guest (whose liability shall be joint and several) an amount of Rent equal to that being paid by Tenant, in addition to the right of Landlord to declare this Lease in default and pursue any of Landlord's other remedies hereunder or by Prevailing Law.

Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.

8. **SMOKING:** Smoking is strictly prohibited in the Apartment Unit and all common areas of the Premises including the breezeways. Smoking is only allowed in designated areas.
9. **SMOKE DETECTOR:** Landlord has installed at least one smoke detector in the Apartment Unit and that said detector(s) is in good condition and proper working order as of the beginning of the Lease Term. Tenant agrees not to obstruct or tamper with said detector(s) or otherwise permit the detector(s) to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector(s) periodically and to report any malfunction therewith promptly to Landlord. Tenant assumes all liability to test the detector(s) and hereby waives and exonerates Landlord from any and all liability resulting from any defective detector(s) which Tenant shall not have specifically reported to Landlord. If Tenant is deaf or hearing impaired, Tenant shall notify Landlord in writing, and Landlord shall provide a smoke detector approved for the deaf or hearing impaired. This Apartment Unit contains alternating current (AC) electric service and will operate on a battery backup standard.
10. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Apartments. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease. Neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Landlord; and Tenant hereby expressly waives all claims for such death, injury, damage or loss. Tenant agrees to indemnify, defend and hold harmless Landlord and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorneys' fees, costs and expenses if permitted by Prevailing Law arising by reason of any death, injury, damage or loss sustained by any person, including Tenant and Tenant's guests and invitees) asserted by any person (including without limitation Tenant or Tenant's guests and invitees) arising, directly or indirectly, out of (i) any accident, injury or damage occurring in the Apartments, resulting from any reason whatsoever, including without limitation, to the extent permitted by law, the acts of Landlord or Agent, or the condition or maintenance of the Apartments; (ii) any activities of Tenant or Tenant's guests or invitees in and around the Apartment Units or on or about Apartments; or (iii) Tenant's failure to perform any covenant that Tenant is required to perform under this Lease. The indemnification obligations of Tenant to Landlord under this section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's guests or invitees or, to the extent permitted by law, Landlord or Agent, or any other person be at fault and shall include all legal liabilities arising without fault. All personal property placed or kept in the Apartment Unit, or in any storage room or space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Apartment Unit, and neither Landlord nor Agent shall have any liability with respect to the same.
11. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant agrees that Landlord, Agent, or their respective agents, employees or representatives may enter the Apartment Unit, with or without Tenant's presence, at reasonable hours (or at

any time in the case of an emergency), for the purpose of making inspections and repairs and to perform such other work that Landlord may deem necessary or at reasonable hours and with prior notice to Tenant for the purpose of displaying the same to prospective tenants or purchasers. No such prior written notice shall be necessary if Landlord has reasonable cause to believe the Apartment Unit has been abandoned by Tenant. The Landlord hereby reserves all rights to enter Apartment Unit on a regular basis for maintenance, health and safety, and care requirements. Further, the Landlord reserves the right to enter the Apartment Unit in an emergency when responding to a reported incident or when there is a reasonable belief that there is serious physical or psychological distress or imminent danger to the Apartment Unit or Apartment Unit's occupants or contents. An oral or written request for service from Tenant shall be construed to mean that permission to enter has been granted. In the event Tenant shall refuse entry to the Apartment Unit and Landlord incurs additional costs, or additional damages are caused to Landlord's property as a result thereof, Tenant shall be liable for all such costs and damages.

**12. ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting or transferring of the Apartment Unit without the prior written consent of Landlord shall be null and void and shall, at the option of Landlord, terminate this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 12 or as a consent by Landlord to any subsequent assignment, subletting or transferring.

If Tenant wants to assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a third party. It is understood by Tenant that execution of re-lease agreement does not release Tenant from Tenant's obligations under this Lease, and Tenant understands that in the event an assignee, sublessee, or transferee is not found by either Tenant or Landlord, Tenant shall be responsible for payment of Rent for the entire Term of this Lease. Notwithstanding anything herein to the contrary, even if a third party executes the re-lease agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party.

In the event that Landlord consents to the assignment, subletting or transfer of Tenant's interest in Apartment Unit, Tenant and any Guarantor to this Lease shall remain liable under this Lease in the event of a default by the assignee or transferee. In order to document an assignment, sublease or transfer, Tenant must execute a re-lease agreement. Tenant will be assessed a fee equal to one monthly installment of Rent, as described in Section 2, above. Landlord shall have the right to assign this Lease to another party if the Apartments are sold by Landlord and Landlord shall be released from all obligations contained herein.

**13. USE OF APARTMENT UNIT; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Apartment Unit as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable ordinances, codes, rules, regulations, and laws and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Apartment Unit to be used in any manner that could or does result in any damage to the Apartment Unit. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct or similar instrument(s), and failure to do so may, in Landlord's sole and absolute discretion, be deemed to be a breach of this Lease by Tenant.

**14. UTILITIES:** Landlord shall provide, in reasonable amounts: electricity heat, hot water, cold water, sewage, cable television, internet and trash service without charge to Tenant. Neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, internet, cable television or any other utility services, or for the malfunction of machinery or appliances serving the Apartment Unit or any part of the apartment complex in which the Apartment Unit is located. Neither Landlord nor Agent shall be liable for death, injury, or damage or loss to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Apartment Unit. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss, or damage and agrees to indemnify Landlord and Agent against any and all claims of injury or damage as may be asserted by invitee of Tenant. Except as permitted by law, the foregoing does not exculpate Landlord from liability for its failure to perform, or negligent performance of, a duty imposed by law.

Tenant agrees not to install or operate or place in the Apartment Unit any other refrigerator or freezer, cooking range, air conditioning unit, clothes dryer or washing machine or any other major appliance without first obtaining the written consent of the Landlord.

**15. OTHER SERVICES:** If Landlord or Agent elects to provide any optional services, such as laundry service, rental of vacuum cleaners or small appliances, etc., the charges for such other services utilized by Tenant shall be deemed additional rent hereunder and Tenant's failure to timely pay for the same shall be treated as a default hereunder. Landlord and Agent may change or discontinue any optional services that it provides at any time without notice to Tenant.

**16. SAFETY:** Landlord may, in its sole and absolute discretion, employ courtesy managers who may reside at the Apartments. Although the presence of courtesy managers is for the benefit and convenience of Landlord, Agent and Tenant, it is

expressly understood and agreed that the providing of courtesy managers is purely discretionary on the part of Landlord and in no way has Landlord or Agent agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants of the Apartments. Likewise, Landlord, in its sole and absolute discretion, may elect to install certain security devices or measures that are not required by law. The installation of such security devices or measures shall not be construed as an undertaking or representation by Landlord or Agent that it will monitor such security devices or measures. It is further understood that Landlord may elect to discontinue any security devices or measures at any time, with or without notice to Tenant. Therefore, Tenant acknowledges and agrees that Tenant's security is Tenant's responsibility alone. Tenant will provide Landlord with an operating access code for any security device maintained by Tenant and Landlord shall not be liable for any charges imposed against Tenant as a result of Landlord's activation of such security device due to Tenant's failure to provide Landlord with an access code or the correct access code.

**17. BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Tenant will be ipso facto in default under this Lease, without the necessity of demand or putting in default, if: (i) Tenant fails to pay the Rent or any other charges or fees arising under this Lease or any addendum promptly as stipulated; (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in his/her/their Rental Application; (iv) Tenant discontinues the use of the Apartment Unit for the purposes for which it was rented; (v) Tenant or any of Tenant's guests or invitees fails to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the Apartments, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in any unlawful or immoral activities, and such activity or disturbance continues or occurs again after Landlord has given written notice to Tenant (such notice may be posted on the door of the Apartment Unit or apartment); (vi) Tenant is a convicted sex offender; (vii) Tenant is arrested for any criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs; (viii) any illegal drugs are found in the Apartment Unit; (ix) Tenant breaches any other term, condition, or covenant of this Lease or any addendum to this Lease; or (x) Tenant abandons (as determined by Landlord, in its sole and absolute discretion) or vacates the Apartment Unit prior to the expiration of the Term. If a default occurs, Landlord may, in its sole and absolute discretion and without notice to Tenant of any kind, (i) terminate the Lease or (ii) terminate Tenant's right to possess the Apartment Unit without terminating the Lease and peacefully re-enter and repossess the Apartment Unit, and remove and put out Tenant and Tenant's personal property in the manner allowed by Prevailing Law. In the event of such re-entry and repossession by Landlord, such re-entry and repossession shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease. Whether or not Landlord chooses to terminate the Lease or terminate Tenant's right to possess the Apartment Unit without terminating the Lease, Tenant shall always remain liable for all rents and damages that shall accrue throughout the remaining term of the Lease, regardless of whether or not Tenant is in possession of the Apartment Unit.

Upon any termination of the Lease or Tenant's right to possess the Apartment Unit or in the event Tenant fails to remove all items of personal property from the Apartment Unit after termination of the tenancy, Landlord may, at its sole option, file a summary ejectment (eviction) lawsuit against Tenant to seek possession of the Apartment Unit.

It is intended that Landlord's remedies shall be as broad as permitted by Prevailing Law. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid Rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Prevailing Law.

In the event Landlord files a summary ejectment action against Tenant, Tenant shall be liable to Landlord for the highest ONE of whichever of the following fees apply:

**(1) Complaint Filing Fee.** If Tenant is in default of the lease, and if Landlord files and serves a summary ejectment complaint or a complaint for money owed against Tenant, then Tenant shall owe Landlord a Complaint Filing Fee equal to **\$15.00** or **5%** of the Total Monthly Rent, whichever is higher, and said Fee shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement. If the Total Monthly Rent is subsidized by a government entity, the Complaint Filing Fee will be **\$15.00** or **5%** of Tenant's share of Total Monthly Rent, whichever is higher. In the event a summary ejectment complaint is filed and served against Tenant, Tenant understands and agrees that Tenant will owe Landlord the Complaint Filing Fee even if Landlord elects to dismiss the pending summary ejectment complaint, and Tenant also agrees that Landlord may require Tenant to pay said Fee as a condition of allowing Tenant, at Landlord's discretion, to cure a default.

**(2) Court Appearance Fee.** In the event that (i) Landlord files, serves, and prosecutes successfully a summary ejectment complaint or complaint for money owed against Tenant and (ii) a judgment is entered against Tenant, and (iii) if Tenant fails to appeal the judgment within the legally proscribed timeframe, Tenant shall owe Landlord - in lieu of the Complaint Filing Fee - a Court Appearance Fee equal to **10%** of the Total Monthly Rent, and said Fee shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement. If the Total Monthly Rent is subsidized by a government entity, the Court Appearance Fee will be **10%** of Tenant's share of Total Monthly Rent. Tenant understands and agrees that Tenant will owe Landlord the Court Appearance Fee if Landlord elects to allow Tenant to cure the default after judgment is entered, and Tenant also

agrees that Landlord may require Tenant to pay said Fee as a condition of allowing Tenant, at Landlord's discretion, to cure a default after judgment is entered against Tenant.

- (3) Second Trial Fee.** In the event that (i) Tenant appeals a judgment of a magistrate and (ii) Landlord proves that Tenant is in default of the lease at the new trial and (iii) Landlord obtains a judgment against Tenant at the new trial, Tenant shall owe Landlord - in lieu of the Complaint Filing Fee and the Court Appearance Fee - a Second Trial Fee equal to **12%** of the monthly rent, and said Fee shall be in addition to late fees, court costs, attorney's fees, and any other monetary damages or costs arising under the terms of this Agreement. If the Total Monthly Rent is subsidized by a government entity, the Second Trial Fee will be **12%** of Tenant's share of Total Monthly Rent. Tenant understands and agrees that Tenant will owe Landlord the Second Trial Fee if Landlord elects to allow Tenant to cure the default after judgment is entered at the new trial, and Tenant also agrees that Landlord may require Tenant to pay said Fee as a condition of allowing Tenant, at Landlord's discretion, to cure a default after the new trial.

In addition to any other remedies and Landlord's rights hereunder, Tenant shall pay all reasonable fees, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs and expenses if permitted by prevailing law) which shall be incurred or expended by Landlord due to Tenant's breach of this Lease, for enforcement of this Lease, for recovery of possession of the Apartment Unit, and for recovery of Rent or other sums due under this Lease if permitted by prevailing law. Any Rent or damages which remain unpaid after default shall bear interest at the rate of 8% per annum or the highest rate allowable under prevailing law.

- 18. DAMAGE TO THE APARTMENT UNIT:** If the Apartment Unit is partially damaged or destroyed by fire or other casualty not attributable in any way to Tenant or Tenant's guests or invitees, the Apartment Unit shall be restored and repaired, in a reasonably practicable timeframe based on the unique circumstances existing at the time, by Landlord and any Rent for the period that the Apartment Unit is untenantable shall abate, unless Landlord provides Tenant with suitable alternative living space, in which event Rent will not be abated. If, however, the Apartment Unit is substantially damaged or destroyed by fire or other casualty not attributable in any way to Tenant or Tenant's guests or invitees, Tenant may elect either to (i) immediately vacate the Unit and notify the Landlord in writing within 14 days thereafter of Tenant's intention to terminate this Lease, in which case this Lease terminates as of the date of vacating, or (ii) if continued occupancy is lawful, vacate any part of the Unit rendered unusable by such fire or other casualty, in which case Tenant's liability for Rent is reduced in proportion to the diminution in the fair rental value of the Unit. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent if the damage or destruction to the Apartment Unit is the result of or is attributable in any way to Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up related to such damage or destruction.
- 19. INSURANCE:** Tenant acknowledges and agrees that (A) In no event shall Landlord be required to insure any personal or other property of tenant located within the Apartment Unit, Apartments or otherwise at or upon the property at any time during the Term; (B) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; and (C) certain accidents, incidents or other events could arise or occur during the Term which could result in injury, damage or liability to or for Tenant or others. Therefore, Landlord strongly advises and recommends that Tenant obtain renter's insurance or other available insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents.
- 20. RELOCATION:** For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice when possible, to relocate Tenant to another apartment unit at the Apartments of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. In the event of such relocation, this Lease shall be automatically amended so as to make the "Apartment Unit" the new apartment unit. Landlord may, without obligation, assist Tenant in moving Tenant's personal property to such new unit, though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion. Tenant understands and agrees that Tenant shall not have any right to compel Landlord to assist Tenant to move in any particular manner, and Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any expenses incurred by Tenant in relocating to another apartment unit. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a material default of this Lease and shall permit Landlord to re-enter and re-take possession of the Apartment Unit via a summary ejectment lawsuit filed against Tenant.
- 21. PARKING AND COMMON AREAS:** Various areas of the Premises are designated and intended for the use in common by all Tenants, including, but not limited to, the parking areas, walkways, laundry facilities and other amenities made available by Landlord which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against them. The unavailability of such areas shall not be a violation of this Lease.
- 22. VEHICLE PARKING:** Each person named as Tenant hereunder shall be permitted to register with Landlord not more than one motor vehicle, which motor vehicle shall be titled and registered in either said Tenant's name or designee of the Guarantor. Such motor vehicle shall be registered with Landlord in such manner, on such form and for such fee as

Landlord shall designate. Only motor vehicles registered with Landlord, which display a parking permit supplied by Landlord, may be parked in the parking areas in the apartment community. Tenant will obey all parking (including guest parking) and speed regulations which Landlord may promulgate or post, and park only properly tagged and functioning passenger motor vehicles whose appearance, in Landlord's sole opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles, trucks, trailers, campers or boats in or about the apartment community. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord for the use of said parking area and does hereby grant to Landlord a lien on said unauthorized vehicles or other property for the payment of parking rent, which lien may be enforced by Landlord in the same manner as such liens may be enforced by garage keepers under the applicable laws of the county and state in which the parking area is located and/or Landlord, at its option, may have said unauthorized vehicles or other property towed away, or otherwise removed, and stored at Tenant's risk and expense. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked or stored, so as to block or inhibit access to any dumpster, or fire lane, will be towed, or otherwise removed, at its owner's risk and expense.

**23. GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be jointly and severally liable for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease or terminate Tenant's possession of the Apartment Unit in the event such Guaranty is not fully executed, notarized and returned within fifteen (15) days from the date of execution of this Lease by Tenant, or prior to Tenant's taking possession of the Apartment Unit, whichever time period is shorter, or if for any reason the Guaranty terminates at anytime during the Term. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.

**24. CHECK-IN AND CHECK-OUT PROCEDURES:** An Inventory and Condition Form, which is incorporated herein by reference as "Exhibit "A" (the "Condition Report") will be provided to you at the time that you move into the Apartment Unit. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Apartment Unit; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment Unit will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Condition Report by 5:00 p.m. on the day following the day on which you move in, you accept the Premises and the fixtures, appliances and furniture in the Apartment Unit in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT UNIT. Agent and Tenant shall sign the Condition Report which shall be conclusive evidence of the accuracy of the condition of the Apartment Unit. Landlord shall give to tenant a copy of the Condition Report.

Before surrendering possession of the Apartment Unit, Tenant must give Landlord advance written notice but such notice will not release Tenant from any liability for the full Term of this Lease and Tenant will remain liable for Tenant's obligations under this Lease for the remaining Term. Upon Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, Tenant may elect to conduct a joint inspection of the Apartment Unit with Landlord, Agent or their agent, employee or representative and note in the space provided on Landlord's copy of the Condition Report the condition of the Apartment Unit, including, but not limited to, all fixtures, furnishings, and appurtenances therein, and any damage done thereto which is deemed by Landlord to have arisen during Tenant's occupancy and use of the Apartment Unit. Upon Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Apartment Unit in a clean and sanitary condition, including, but not limited to, all fixtures, furnishings, and appurtenances. Notwithstanding the foregoing, Section 4 of this Lease shall govern the procedures regarding notice of damages and return of the Security Deposit.

If Tenant vacates the Apartment Unit or is dispossessed and fails to remove any of Tenant's personal property, those items shall be considered abandoned by Tenant, and Landlord shall be authorized to dispose of those items as Landlord sees fit in its sole and absolute discretion, subject to any restrictions imposed by Prevailing Law, a court's judgment or warrant of eviction.

It is understood and agreed that Tenant's failure to follow the prescribed check-out procedures and to return all door keys, mailbox keys, and/or electronic access cards to Landlord may result in the partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages.

Tenant shall request a receipt for all door keys, mailbox keys, and/or electronic access cards submitted to Landlord. If all door keys, mailbox keys, and/or electronic access cards issued to Tenant are not returned to Landlord, Tenant shall pay all costs and expenses associated with re-keying the Apartment Unit.

If Tenant fails to comply with the check-out procedures of this Section 24 by the end of the Term, and if Tenant fails to remove all personal property upon termination of the tenancy, then Tenant agrees that Tenant shall, in addition to any liability incurred under this Lease, be liable to Landlord for rent in an amount of \$150.00 per day for each day past the last day of the Term Tenant holds over and Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant checks out of the Apartment Unit and removes all personal property from same.

**25. TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Lease, and in addition to, and not in lieu of the other duties and obligations under this Lease,, Prevailing Law, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to: (a) fulfill all requirements outlined in the Rules and Regulations; and (b) fulfill or perform the following duties:

1. remove all items of personal property that are not the property of the Landlord prior to the 1:00 p.m. check-out time on the expiration date (any such property not removed will be deemed abandoned) and, in the event Tenant fails to do so, Landlord shall have the right to remove the same from the Apartment Unit (Tenant acknowledges that in the event Landlord shall remove any property of Tenant from the Apartment Unit, Landlord shall have no obligation to store any of the same);
2. immediately vacate the Apartment Unit at the time of said expiration or termination;
3. return the Apartment Unit to Landlord in substantially the same or better condition as the Apartment existed when Tenant took possession, clean and free of trash and debris, and with all appliances and fixtures in good condition and clean and suitable for use by the subsequent tenant;
4. pay all unpaid rent and other charges or amounts due from Tenant to Landlord, including, without limitation, charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
5. return all keys to the Apartment Unit to Landlord;
6. remove all personal property of Tenant's, or Tenant's family, guests or subtenants, from any common areas, including, but expressly not limited to any items of personal property (any such property not removed will be deemed abandoned and subject to disposal as set out above).
7. comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Lease.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this section may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Section 4 above, and, any and all actual and consequential damages as permitted by Prevailing Law.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN: (A) TENANT'S FAILURE MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH MAY BE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD) WHICH REMEDIES INCLUDE, WITHOUT LIMITATION, THE RECOVERY BY LANDLORD OF THE GREATER OF (i) THREE (3) MONTH'S RENT AS LIQUIDATED DAMAGES (the parties agree that these charges represent a fair and reasonable estimate of the cost that Landlord will incur from Tenant's holding over); OR (ii) ACTUAL DAMAGES, PLUS REASONABLE ATTORNEYS' FEES recoverable by law; AND (B) SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL IN AS MUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE APARTMENT UNIT TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

As a convenience to Tenant and in order to assist Tenant in the performance of Tenant's obligations under this Lease, upon the expiration or termination of the Term, Tenant hereby requests and authorizes that Landlord shall perform, or shall cause to be performed, the following basic services immediately subsequent to the expiration or termination of the Term ("Requested Post Term Services"): carpet cleaning, re-painting and basic apartment cleaning, such Requested Post Term Services to be similar to some of those performed by, or caused by Landlord to be performed, immediately prior to the Term. The reasonable cost of such Requested Post Term Services shall be payable by Tenant to Landlord as additional rent (the liability for which shall accrue during the Term, but which shall not become payable until the Requested Post Term Services are performed) and the obligation of Tenant to pay the same shall survive the expiration or termination of this Lease. Tenant acknowledges that the performance of the Requested Post Term Services are not in lieu of the obligations of Tenant to otherwise perform its obligations under this Lease including, without limitation, the obligations of Tenant to comply with the Care and Maintenance Guidelines, but rather are being performed, or Landlord will cause the same to be performed, because Tenant has requested the same as a convenience and in order to assist Tenant.

**26. RULES AND REGULATIONS:** Tenant understands and agrees that Tenant is subject to the rules and regulations attached hereto as Exhibit "B" (hereinafter the "Rules and Regulations"), which are hereby incorporated into and comprise a part of this Lease. By executing this Lease, Tenant acknowledges that Tenant has read and agrees to abide by the Rules and Regulations and to require Tenant's guests and invitees to abide by the Rules and Regulations. Tenant understands and agrees that non-performance or breach of any of the Rules and Regulations will constitute a default by

Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Landlord may make changes to the Rules and Regulations, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein. **Pets are not allowed.**

- 27. BILLING RIGHTS:** Landlord, in its sole and absolute discretion, and as a service to Tenant, may bill Tenant in the form of an invoice monthly for Rent and other sums due. The absence of an invoice does not negate the amounts due. It is further understood that Landlord may elect to discontinue this service. If Tenant believes an invoice is incorrect, Tenant shall notify Landlord in writing within five (5) days of the date of the invoice. In the notice, Tenant shall include Tenant's name, the number of the Apartment Unit and the dollar amount of the suspected error, and describe the suspected error and explain why Tenant believes there is an error. Tenant is still obligated to pay all amounts due until such time the questions are resolved.
- 28. RENTAL APPLICATION:** Tenant warrants that all information provided by Tenant to Landlord on the rental application is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Apartment Unit to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion.
- 29. DISCLOSURES:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal or state guidelines have been found in buildings in the State in which the Apartments are located. Additional information regarding radon testing may be obtained from the local county health unit. Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, religion, sex, national origin, familial status or handicap. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, Landlord may provide it.
- 30. TERMINATION:** It is understood that in the event Tenant wants to be released from the obligation of this Lease agreement, he/she must find someone to take over the full obligation of his/her lease. If Tenant does not find someone, he/she may sign a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a prospective resident. It is understood by Tenant that completion of re-lease agreement does not release Tenant from his/her obligation until someone has completed all necessary paperwork, been approved by Landlord in its sole discretion, and all parties including Landlord have signed said form. Tenant understands that in the event someone is not found by either Tenant or Landlord, and approved by Landlord, Tenant will be responsible for payment for the entire Term of this Lease. Furthermore, even if a third party executed the re-lease agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party. Fees associated with the re-lease agreement are set forth in Section 12, "ASSIGNMENTS OR SUBLETTING". Nothing in this section or Lease shall obligate Landlord to release Tenant from its obligations under the Lease. As stated in Section 23, "GUARANTY", it is understood by Tenant that failure to return the Parental Guaranty document does not release Tenant from his/her responsibilities and obligations for the entire Term of this Lease.
- 31. NOTICES:** Landlord has designated Agent, as its agent for the purposes of managing and operating the Apartments, acting for and on behalf of Landlord for the purpose of service of process and receiving and receipting for notices and demands, and exercising any of Landlord's rights hereunder; provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's non-liability and non-duty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered, (ii) if mailed by certified United States mail, return receipt requested, in each such case upon receipt or refusal of delivery, (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication, (iv) if mailed to Tenant by regular first class United States mail, (v) if affixed to door of Apartment Unit, or (vi) if sent via an authorized private overnight carrier such as FedEx or United Parcel Service. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Landlord shall be sent to Landlord c/o **Capstone Properties, LLC**, President, **431 Office Park Drive, Birmingham, AL 35223** and to Agent at c/o Management Office, **3009 ME Valentine Drive, Raleigh, NC 27607** or at such other address as Landlord or Agent shall have previously specified by notice in writing and to Tenant. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to Tenant at the Apartment Unit or at such other address as Tenant shall have previously specified by notice in writing to Landlord or at the email address provided by Tenant in Tenant's rental application. Notwithstanding anything herein to the contrary, Landlord may not send notices and other communications by email if such notice or other communication is regarding termination of this Lease or eviction of Tenant.
- 32. AMENDMENTS AND WAIVERS:** No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord or Agent and Tenant. No waiver of a breach of any term, condition, covenant or provision in this Lease shall be construed to be a waiver of a succeeding breach of the same term, condition, covenant or provision or any other terms, conditions, covenants and provisions of this Lease. The failure of

Landlord to insist upon strict performance of any of the terms, conditions, covenants, or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions, but the same shall be and remain in full force and effect. The receipt by Landlord of Rent, with knowledge of the breach of any term, condition, covenant or provision hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, condition, covenant and provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding anything herein to the contrary, acceptance of Rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms, conditions, covenants and provisions hereof shall constitute a waiver of Landlord's right to terminate this Lease for such breach, unless otherwise agreed after such breach has occurred; provided, however, If breach of a continuing duty is involved, acceptance of Rent or performance will not bar Landlord's remedy for a later or other breach and acceptance of unpaid Rent paid after expiration of a termination notice does not constitute a waiver of the termination.

**33. PEST CONTROL:** Tenant agrees to report any pest issues to Landlord for necessary remediation. It is the responsibility of the Tenant to keep the Apartment Unit clean; if Tenant consistently lives in an unsanitary environment, Tenant acknowledges and accepts that Landlord is limited in its ability to address the pest situations, and Tenant waives the right to hold Landlord responsible for continual issues. When inhabiting the Unit, Tenant agrees to inspect the Apartment Unit for fleas, bedbugs and termites to the best of Tenant's ability. After Tenant has returned the Move-In Inspection Form, and if Tenant has not made mention of the aforementioned pests, Tenant will be responsible for the costs incurred by Landlord to remedy the pest condition.

**34. MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with the laws of the State in which the Apartments are located, ("Prevailing Law") notwithstanding the residence or principal place of business of any party hereto, the place where this Lease may be executed by any party hereto or the provisions of any jurisdiction's conflict-of-laws principles. Any action or proceeding seeking to enforce any term, condition, covenant or provision of, or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Apartments are located, in the County in which the Apartments are located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Apartments are located, and each of the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto anywhere in the world. Time is expressly declared to be of the essence of this Lease. Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Lease constitutes the sole and complete agreement of the parties hereto concerning the Apartment Unit and correctly sets forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this Lease, whether oral or in writing, which is not expressly set forth in this Lease, is null, void and of no legal force or effect. The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants and provisions hereof. Except to the extent otherwise stated in this Lease, references to "Section" or "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular Section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" or "you" shall include Tenant's invitees or others using the Apartment Unit with Tenant's express or implied permission. In the event that any part of this Lease is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease. Tenant shall not record this Lease in the public records of the County or State, and in the event this Lease becomes of public record Tenant hereby names Landlord or Agent its agent and authorizes such party to remove it from the public record, and agrees to pay any costs or expenses associated therewith.

**35. MOLD AND MILDEW:** Tenant agrees to regularly inspect the Apartment Unit for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Landlord in writing if Tenant detects leaks, mold or mildew within the Apartment Unit. Tenant agrees to clean and remove mold and mildew in accordance with cleaning instructions described in Exhibit "D", which is incorporated as part of the Lease by reference, and Tenant acknowledges receipt of same or, in the alternative, Tenant agrees that Landlord shall provide Tenant a copy of Exhibit D upon request. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Landlord so that Landlord can remove mold and mildew from those areas.

**36. BROWNFIELDS NOTICE:** THE PROPERTY WHICH IS THE SUBJECT OF THIS INSTRUMENT HAS BEEN

CLASSIFIED AND IS SUBJECT TO LAND USE RESTRICTIONS AS A BROWNFIELDS PROPERTY UNDER N.C.G.S. 130A, ARTICLE 9, PART 5, THE BROWNFIELDS PROPERTY REUSE ACT, AND IS SUBJECT TO THE BROWNFIELDS AGREEMENT ATTACHED AS EXHIBIT A TO THE NOTICE OF BROWNFIELDS PROPERTY RECORDED IN THE WAKE COUNTY LAND RECORDS, BOOK 8903, PAGE 893, AS AMENDED BY THE BROWNFIELDS AGREEMENT ATTACHED AS EXHIBIT A TO THE NOTICE OF BROWNFIELDS PROPERTY RECORDED IN THE WAKE COUNTY LAND RECORDS, BOOK 9718, PAGE 524, AS FURTHER AMENDED BY THE LETTER AMENDMENT TO NOTICE OF BROWNFIELDS PROPERTY HILLSBOROUGH VENTURES SITE RECORDED IN THE WAKE COUNTY LAND RECORDS, BOOK 13716, PAGE 134, AND HAS BEEN CLEANED UP IN ACCORDANCE WITH THE BROWNFIELDS AGREEMENT. SEE ALSO THAT CERTAIN BROWNFIELDS COMPLIANCE AGREEMENT AND COVENANT RECORDED IN THE WAKE COUNTY LAND RECORDS, BOOK 13819, PAGE 1161.

- 37. COSTS AND ATTORNEYS FEES:** If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent, additional rent or other payments hereunder or possession of the Apartment Unit, each party shall, and hereby does, to the extent permitted by law, waive trial by jury and the losing party shall pay the prevailing party a reasonable sum for attorneys fees in such suit, at trial and on appeal, and in any bankruptcy proceeding (without regard to the application of any fee limiting statute), and such attorneys fees shall be deemed to have accrued on the commencement of such action.
- 38. SALE OF APARTMENT COMMUNITY:** Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.
- 39. REMOVAL FOR OBJECTIONABLE CONDUCT:** If the Landlord shall at any time deem the Tenant's tenancy undesirable by reason of objectionable or improper conduct on the part of the Tenant, the occupants of the Premises, or visitors thereto, or by reason of conduct or actions of the persons aforesaid, or any of them, causing annoyance or disturbance to other residents of the Premises or the Landlord's agents or employees, then the Tenant shall be deemed to be in material breach of this Lease and the Landlord shall have the right to terminate same.
- 40. ACCEPTANCE OF PACKAGES:** As a convenience to tenants, Landlord will accept packages sent to Tenant via UPS, FedEx, U.S. Mail, or any other carrier. However, Landlord will not accept or sign for Certified Letters or Registered Mail. Landlord will notify Tenant that a package has arrived and is available for pick up at the Management Office. Packages will be held in the Management Office for ten (10) business days, after which unclaimed packages will be returned to the carrier or the sender. Tenant agrees that Landlord will not be responsible for any damage to or the loss of any package or the items contained therein.
- 41. ADVERTISING RELEASE:** Tenant agrees and gives permission to Capstone Development, Corp., and its representatives, affiliates, nominees, designees, successors and assigns, or others for whom they are acting, full authorization and the absolute right and permission to sell, assign, convey, reproduce, copyright, use or publish photographic reproductions, or pictures of me, motion picture or video tape pictures of me, or in which I may be included in whole, or any voice recordings of me, in part of any other picture, product, person, name or Advertising, Commerce, Business or Trade or any other Lawful purpose whatsoever. Tenant waives any right to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied. There is no time limit on the validity of this release nor is there any geographical specification of where these materials may be distributed. Tenant releases, discharges and agrees to hold harmless Capstone Development Corp., it's representatives, affiliates, nominees, designers, successors and assigns, or others for whom they are acting, from all claims, costs, judgments, damages of any type relating to the production or distribution of any photographic reproductions, pictures, motion pictures, video tape pictures or voice recordings.
- 42. MATTRESS COVER:** The tenant agrees to place the mattress cover provided by Landlord, on the bed for the entire lease term. Tenant further understands any stains or damage to the mattress will be the tenant's full responsibility.
- 43. PHYSICAL FITNESS AND OTHER FACILITIES:** Tenant acknowledges that the Apartments contain physical fitness and tanning equipment (the "Facilities and Equipment") for the use of the tenants of the Apartments. In connection therewith, Tenant hereby acknowledges, represents, covenants and agrees that: (a) in consideration of being permitted to use the Facilities and Equipment, the Tenant, for himself or herself and any family members, personal representatives, heirs, agents and assigns, the use of such Facilities and Equipment by Tenant shall be at Tenant's own risk, and (b) Tenant assumes full responsibility for and risk of bodily injury, death or property damage or loss due to or arising out of, or related to, the Tenant's use of the Facilities and Equipment. Tenant hereby releases, waives, discharges and agrees not to sue Capstone Development Corp., Capstone Properties, LLC, and their respective directors, officers, shareholders, members, managers, employees, agents and affiliates (hereinafter collectively referred to as "Releasees"), for any and all present and future liability to the Tenant and/or the Tenant's family members, personal representatives, heirs, agents and assigns, for any and all injury, loss, liability, damages or costs, and any and all claims, suits, causes of action or demands therefor, known and unknown, on account of injury to person or property or resulting in the death or disability of the Tenant, whether caused by the negligence of the Releasees or otherwise, during or arising out of or related to Tenant's use of the Facilities and Equipment, and Tenant hereby agrees to indemnify, defend and hold harmless each of the Releasees for, from and

against any and all injury, loss, liability, damage or cost Tenant may incur during, arising out of or related to the Tenant's use of the Facilities and Equipment, whether caused by the negligence of the Releasees or otherwise.

**44. ACKNOWLEDGMENT - TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY EXHIBITS DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE APARTMENT UNIT AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE APARTMENT UNIT, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.**

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the day and year first above written.

**CAUTION - IT IS IMPORTANT THAT TENANT THOROUGHLY READ THIS LEASE BEFORE TENANT SIGNS IT.**

Capstone Properties, LLC,  
As agent for Landlord

\_\_\_\_\_  
(Landlord) Date

\_\_\_\_\_  
(Tenant) Date

## ADDENDUM "B" TO LEASE RULES AND REGULATIONS

The following Rules and Regulations are a binding part of Tenant's Lease with Landlord. Landlord provides these Rules and Regulations for Tenant's benefit and the benefit of the other tenants of the Community. By abiding by these Rules and Regulations, Landlord expects that all tenants will better enjoy living at the Community. Please understand that any nonperformance or breach of any of these Rules and Regulations causes increased operating expenses, including clean-up costs, increased management and labor costs, and increased utility costs. Please understand that any nonperformance or breach of one of these Rules and Regulations constitutes a default by Tenant under Tenant's Lease and Landlord may, in its sole and absolute discretion, proceed with an eviction action or exercise any other rights or remedies afforded to it under Tenant's Lease or provided by Prevailing Law, which shall not amount to Tenant's release from the obligations of Tenant's Lease but shall in addition make Tenant responsible for any and all damages of Landlord. In accordance with Tenant's Lease, and Security Deposit hereunder, Tenant will also be charged for violation of these Rules and Regulations in order to offset those increased costs. Such charges are due and payable at the same time as the succeeding month's Rent.

These Rules and Regulations are put forth for the purpose to promote the convenience, peace, safety or welfare of the tenants in the Apartments and property, and preserve the Landlord's property from abusive use. Tenant agrees that these Rules and Regulations are reasonably related to the purpose for said purposes. Tenant agrees that these Rules and Regulations are sufficiently explicit in prohibition, direction, or limitation of the Tenant's conduct to fairly inform the Tenant what the Tenant must or must not do to comply. The Tenant agrees that Tenant received notice of these Rules and Regulations at the time Tenant entered into the rental agreement. Tenant agrees that Landlord, from time to time, may adopt additional rules and/or regulations, however described, concerning the Tenant's use and occupancy of the Apartment and property.

Tenant agrees that the fees established herein are set forth on the basis that: a) the damages caused by Tenant in breach of these Rules and Regulations are difficult or impossible to estimate accurately; b) the Tenant and Landlord intend to provide for damages rather than a penalty; and c) the fees as set forth herein are a reasonable pre-breach estimate of the probable damages to Landlord in the event of Tenant's breach of these Rules and Regulations.

**Neither Landlord nor Agent is responsible in any manner for the replacement or repair of stolen or damaged personal property. Tenant is strongly encouraged to secure, at Tenant's sole expense, apartment-dwellers, renters or similar insurance to cover any loss or damage to personal property.**

1. Only authorized pets, subject to the Agent's approval are allowed at any time in the Community, including visiting pets. An addendum to the Lease must be signed and additional monies paid before such pet may be brought to the Community. Otherwise, no pets or other animals of any kind, other than service animals for the disabled, are permitted in any Apartment Unit or on the grounds of the Community. If a Tenant requires the assistance of a service animal, then an addendum to the Lease must be signed and additional monies paid before such service animal may be brought to the Community.

**FIRST: Upon Tenant's first violation of Paragraph 1, a written warning will be issued to Tenant specifying the complaint, and a \$100.00 charge per animal per day will be assessed against Tenant, and Landlord may, in its sole and absolute discretion, declare Tenant's Lease to be in default. Tenant will also be responsible for cleaning and replacement of carpet and/or furniture due to any damage and any necessary de-fleaing of the Apartment Unit.**

**SECOND: Upon Tenant's second violation of Paragraph 1, Landlord may, in its sole and absolute discretion, declare Tenant's Lease to be in default.**

2. Landlord acknowledges Tenant may entertain friends and have parties and guests and invitees, subject to the Rules and Regulations. Tenant, Tenant's guests and invitees shall at all times maintain order in the Apartment Unit and at all places on the Community's grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, phonographs, or any other appliances or items which may cause noise, etc. must be turned down to a level of sound that does not annoy or interfere with other residents, as determined by Landlord. No band instruments shall be played on the Community's grounds at any time. Accordingly, the following shall apply to complaints concerning a violation of this policy:

**a. FIRST: Upon Tenant's first violation of Paragraph 2 as shown through Landlord's receipt of a written complaint, a written warning will be issued to Tenant specifying the complaint that was filed.**

**b. SECOND: Upon Tenant's second violation of Paragraph 2 as shown through Landlord's receipt of a written complaint, a \$100.00 charge will be assessed against Tenant.**

**c. THIRD: Upon Tenant's third violation of Paragraph 2 as shown through Landlord's receipt of a written complaint, a \$150.00 charge will be assessed against Tenant and Tenant's Guarantor will be notified.**

**d. FOURTH: Upon Tenant's fourth violation of Paragraph 2 as shown through Landlord's receipt of a written complaint, a \$200.00 charge will be assessed against Tenant and Landlord may, in its sole and absolute discretion, declare Tenant's Lease to be in default.**

In order for Tenant to refute a complaint, it is understood that the burden of proof is upon Tenant, who must refute such complaint with clear, convincing and undisputable evidence. Landlord expressly retains the right to increase the charges set forth herein if the initial charges fail to cover costs and expenses. Landlord retains the right to summon law enforcement officers, who may impose additional charges as determined by local laws.

3. No grill of any kind is allowed in or outside of the Apartment Unit. Grills may be provided in designated areas by Landlord.
4. No incense or other odor producing items shall be used in the Apartment Unit. Because of the nature of the Community, it is understood that offensive odors, as determined by Landlord, are expressly prohibited.
5. The driveways, sidewalks, entry passages, stairs and halls shall not be obstructed, used for bicycles, motorcycles, scooters and other vehicles or any purpose other than ingress and egress.
6. Recreational vehicles, nonoperational vehicles, commercial vehicles, boats, campers, jet skis, etc., are prohibited from being parked on the Community's grounds. Parking of vehicles in other than designated parking areas is strictly prohibited. Landlord reserves the right to refuse parking of any vehicle which may endanger life or property. Although guest parking is provided, these spaces may prove inadequate at certain times, such as when tenants may be entertaining or on football or other sports or college activity weekends. Tenant agrees to abide by all normal parking regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas or otherwise violate parking provisions in force from time to time. In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicles of Tenant's guests and invitees may be subject to being towed at Tenant's expense or to charges put in force by the Landlord from time to time. Only one vehicle is allowed per tenant.
7. Use of the common areas, including the parking areas, walkways, clubhouse, swimming pool, physical fitness and tanning facilities, and other amenities made available by Landlord, shall be governed by the rules and regulations posted in such common areas and shall be at the risk of Tenant and Tenant's guests or invitees. No glass containers are permitted in such common areas. No guest or invitee shall be permitted in the common areas except in the accompaniment of a tenant. Tenant does hereby agree to indemnify, defend and hold harmless Landlord and agent from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, costs or expenses (including but not limited to, reasonable attorney's fees and costs) arising by reason of any death, injury, damage or loss sustained by any person, including Tenant and Tenant's guest and invitees, in their use and enjoyment of the common areas. This section does not exculpate or limit the liability or cost of the Landlord or Agent arising as a result of the Landlord's or Agent's willful misconduct. Tenant shall immediately notify Landlord of any problems or safety hazards in the common areas.
8. Where applicable, the swimming pool is open daily, weather and maintenance permitting, **from 10:00am to 11:00pm**, at the discretion of Landlord. Tenants may host no more than two guests at a time. Any person not a tenant of the Apartment Unit is a guest and must be accompanied at all times by the Tenant. \*\*\*This rule is subject to change if overcrowding occurs.\*\*\*
9. Use of foil and other similar unsightly materials, including neon or flashing signs, advertising, etc., over windows is strictly prohibited. Windows and doors shall not be obstructed. If Landlord provides blinds on windows, such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to, paint, plaster, cabinets, carpets, floors, furniture, doors, windows, lights, plumbing, HVAC, electrical, or damage to any part of the Apartment Unit caused by leaving windows or doors open during inclement weather will be Tenant's responsibility.
10. Locks or security devices may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, and/or chains added must be left in place upon vacating the Apartment Unit. All keys and/or electronic access cards must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
11. Tenant, at Tenant's expense, shall be responsible for replacement of all interior light bulbs and tubes. All bulbs and tubes must be operational at the time Tenant vacates the Apartment Unit. Colored bulbs are not allowed in patio or balcony lights. Tenant may not remove any patio light, balcony light or globe. Landlord reserves the right to impose a reasonable charge for replacement of any patio light, balcony light or globe if removed.
12. Solicitation shall not be permitted on the Community's grounds, either by tenants or outside solicitors, without the prior written permission of Landlord in each instance.

13. Tenant must keep utilities (electricity, gas, etc.) turned on during the entire Term of Tenant's Lease in order to maintain appliances in operating order and to provide a minimum temperature of 60 degrees in cold months. From the date utilities are turned off by cancellation or otherwise, it is presumed that Tenant has abandoned the Apartment Unit and the Landlord may enter and take possession in accordance with Prevailing Law. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Tenant. If disconnected utilities are turned over to the account of Landlord, Landlord has the right to bill an equal share of such charges, plus reasonable management overhead, to Tenant.
14. All trash, garbage and recycling will be placed in receptacles in locations designated by Landlord. Tenant agrees to cause trash, garbage and recycling to be deposited directly into such receptacles and not left in the Apartment Unit or in the common areas, hallways or similar places. Landlord reserves the right to impose a reasonable charge for violation of this section as well as for any littering by Tenant. Tenant agrees to place trash, garbage and recycling inside the receptacles, not outside the receptacles or in the surrounding area. If not recycled, flatten boxes before placing in the dumpster. Other household rubbish must be put into plastic garbage bags, secured at the top and placed in the dumpster. If the need to dispose of furniture arises, please contact the Agent and make arrangements.
15. Vehicles parked in the Community must be in operable condition, currently licensed and on record at the Community's office. Unlicensed and inoperable vehicles will be towed at the expense of their owners. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole and absolute discretion.
16. No satellites, radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
17. The use of candles, halogen lamps, kerosene lamps, kerosene heaters and electric heaters is strictly prohibited.
18. Patio and balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Trash cans are strictly prohibited on patio and balcony areas. Bicycles, motorcycles, scooters and other conveyances may not be parked on or chained to patio and balcony areas. Outdoor furniture only is allowed on patio and balcony areas. A charge will be assessed against Tenant for violation of this policy. A reasonable charge will be assessed if furniture belonging inside the Apartment Unit is found on the patio or balcony area. A reasonable charge for replacement will be assessed, if said furniture is damaged.
19. Water beds are prohibited.
20. Tenant must check the smoke alarm upon occupancy and once a month during the Term of Tenant's Lease and immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice. Tenant, at Tenant's expense, shall be responsible for replacement of smoke alarm batteries, which must be changed every six months. Removal of smoke alarms or their batteries is prohibited. Tampering with any smoke alarm, sprinkler system or fire extinguisher is prohibited. Sprinklers are not to be tampered with and tenant agrees not to hang anything from the sprinkler heads located anywhere in the apartment.
21. Throwing or dropping any objects whatsoever off of the patio or balcony areas or from windows of the Apartment Unit is prohibited.
22. Lockouts (i.e., describing the event where a Tenant finds themselves locked out of Tenant's home due to forgetting or losing their keys, etc.) that occur during usual business hours will be resolved at no charge, if the person assisted appears to be a tenant on the lease and if said person can produce a valid photo ID to allow Landlord to confirm that person's identity. After business hours, management or maintenance personnel will charge **\$50.00** to provide this remedy.
23. To obtain maintenance service, call the Community's office or stop by during normal business hours. For emergency maintenance service after normal business hours call the after-hours emergency number and leave a message, which includes Tenant's name, complete address and apartment number, telephone number, and the nature of the service requested. Emergencies will be responded to quickly. Please visit Tenant's move-in packet for information on emergencies.
24. Tenant shall not, or permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State in which the Apartments are located, or (e) engage in any other illegal activities, all of such on or within 1,000 feet of the Apartments or otherwise. It is understood and agreed that a single violation of this policy shall be a material violation of this Lease and good cause for termination of this Lease. Unless otherwise required by law, proof of violations shall not require criminal conviction but shall be by a preponderance of the evidence.

- 25. Delivery services may leave packages for Tenant at the Apartments' office, which Tenant must promptly pick up. Tenant hereby agrees to release Landlord and Agent from any and all claims against them arising from their signing for packages on Tenant's behalf.
- 26. Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in Landlord's sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced.

### **PARTY RULES AND REGULATIONS**

- 1. All parties must be pre-approved through Landlord's office. If any party is not pre-approved by Landlord, it will be shut down immediately.
- 2. The maximum number of allowed guests or invitees at a party is twenty-five (25), subject to local fire marshal rules. Parties with more than twenty-five (25) guests or invitees will be shut down.
- 3. Residents and guests or invitees of parties are not allowed to gather on balconies. Parties must remain indoors.
- 4. Any Apartment Unit receiving more than one noise complaint will result in the party being shut down.
- 5. Open parties are not allowed. This means that all guests and invitees must be invited. Flyers inviting the general public are not allowed. If Tenant is caught distributing this type of invitation, Tenant and Tenant's Guarantor will be contacted, Tenant will be in default of the Lease, and Tenant shall be subject to eviction.
- 6. All parties shall end by 2:00 a.m.
- 7. All illegally parked vehicles will be towed. No warning will be given. Tenant shall instruct Tenant's guests and invitees to park in designated areas.
- 8. Tenant is responsible for Tenant's guests' and invitees' behavior. The cost of repairing any damage caused by Tenant or Tenant's guests or invitees will be Tenant's financial responsibility.

LANDLORD'S DEFINITION OF A PARTY IS ONE APARTMENT UNIT HAVING TEN (10) OR MORE GUESTS OR INVITEES.

Landlord reserves the right at any time to make changes to these Rules and Regulations as Landlord shall, in its sole and absolute discretion, determine to be necessary for the safety, care and cleanliness of the Community and for the preservation of good order, comfort and benefit of tenants in general and for the efficient operation of the Community, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein. All Rules and Regulations herein, and all amendments thereto, shall automatically be incorporated into the Lease between Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Addendum on the day and year written below.

Capstone Properties, LLC,  
As agent for Landlord

\_\_\_\_\_  
(Landlord) Date

\_\_\_\_\_  
(Tenant) Date

# VALENTINE COMMONS

## VEHICLE REGISTRATION

Resident Name:	Apt Number:
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Vehicle Information					
Make:	Model:	Year:	Color:	Plate #:	State:

## SCHOOL ATTENDANCE & CLASSIFICATION

School in Attendance:	Classification at Occupancy:
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## PACKAGE ACCEPTANCE

**Valentine Commons** management will gladly sign for delivery of packages delivered to resident's address in resident's absence. The resident releases management from any liability for loss or damage incurred by accepting said packages addressed to the resident. Resident also understands that packages must be picked up from the management office with 7 business days, or said package will be returned.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION

Capstone Properties, LLC,  
As agent for Landlord

\_\_\_\_\_  
(Landlord) Date

\_\_\_\_\_  
(Tenant) Date

## ADDENDUM TO LEASE AGREEMENT LEASED PARKING

By accepting this paragraph, Resident indicates its desire to lease a parking space located in the Valentine Commons parking deck and agrees to the additional **\$70.00** per installment Rental charge. Resident and Landlord hereby affirm and ratify the Lease Agreement and state that the Lease Agreement shall remain in full force and effect. Nothing herein shall be deemed to modify the Lease Agreement, except to the extent specifically addressed herein. All terms, obligations and responsibilities imposed by the Lease Agreement remain binding on Resident.

Please initial ONE of the following:

Tenant hereby accepts the additional **\$70.00** ongoing monthly parking charge    Initials \_\_\_\_\_

Tenant hereby declines the charge    Initials \_\_\_\_\_

Vehicle Information					
Make:	Model:	Year:	Color:	Plate #:	State:

Capstone Properties, LLC,  
As agent for Landlord

\_\_\_\_\_  
(Landlord) Date

\_\_\_\_\_  
(Tenant) Date

# RALEIGH PROP ADDENDUM

1. **ADDENDUM:** For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between Capstone Properties, LLC as Lessor (hereinafter referred to as "We" or "Us" or in similar possessive forms) and \_\_\_\_\_ as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the real property located at an address of Valentine Commons (referred to as either "the Home" or "the Premises"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.
2. **THE PROP ORDINANCE:** In 2003, the City of Raleigh passed the Probationary Rental Occupancy Permit Ordinance (Raleigh Code of Ordinances §12-2162 *et seq.*, hereinafter generally referred to as the "PROP" ordinance). The PROP ordinance regulates the activities of rental residents in residential rental property, and it lays out several punishments related to such activity.
3. **RENT REGISTRATION REQUIREMENT:** As part of the PROP ordinance, the City of Raleigh also enacted the Rental Registration Law. As part of that law, the City assesses an annual registration fee ("registration fee") for the Premises. In consideration for Us agreeing to lease the Premises to You, You agree to pay Us the value of the registration fee immediately upon signing this Addendum, or check which of the following is applicable:
  - You agree to pay us \$0.00 immediately upon signing this Addendum; or
  - Your rent shall increase \$\_\_\_\_\_ per month; or
  - The registration fee shall be included as part of your monthly rent payment required by the Lease.
4. **REGULATED ACTIVITIES:** The Raleigh PROP ordinance states that We and the Premises shall receive a "strike" for the following offenses (generally referred to as "regulated activities") as defined in §12-2163 (l) of the PROP ordinance:
  - a. Civil and criminal violations of the "nuisance party" ordinance §13-3017;
  - b. Civil and criminal violations of the "prohibited noise" ordinance §12-5007;
  - c. Violation of the occupancy restrictions set forth in §10-2151;
  - d. The possession of an unlicensed, uninspected or inoperable vehicle on the property;
  - e. Causing a nuisance as defined in §12-6002 on the premises;
  - f. Criminal activity, such as prostitution unlawful quantities of alcohol, gaming, possession of stolen property, disorderly conduct, or unlawful weapons possession.
5. **DEFINITION OF "STRIKE:** For the purposes of this lease, the term "strike" shall mean the determination by the City of Raleigh that a regulated activity occurred at the Premises (see §12-2163(m)). Each regulated activity had a different number of occurrences which are allowed before a property is placed on probationary status.
6. **DEFINITION OF PROBATIONARY STATUS:** The Premises is placed on probationary status if it has exceeded the number of occurrences of regulated activities permitted by §12-2163(l). You understand and agree that probationary status causes great financial hardship on Us, and that Our damages from such probationary status may be substantial in nature.
7. **OCCURRENCE OF ANY REGULATED ACTIVITY A DEFAULT OF LEASE:** You shall be in default (and in *material noncompliance* should the Lease use such a term) of the Lease if You are charged, either as a civil or a criminal violation, for any regulated activity. In the event of any default of the Lease, We shall have any and all legal remedies against You under the Lease and the applicable law including, but not limited to (i) the immediate right to re-enter and re-take possession of the Premises without notice to you of any kind and (ii) to file a summary ejectment lawsuit against You immediately upon Your default. A conviction or admission of liability is not required for Us to prevail in any summary ejectment lawsuit filed against You; rather, We only need to show, by a preponderance of the evidence, that You engaged in a regulated activity. Additionally, it shall be also considered a default if You engage in any conduct that a reasonable person would conclude is a regulated activity or activity that otherwise causes a nuisance or disturbance to any third party or violates any City of Raleigh code provision, regardless of whether Your conduct that results in a citation , arrest or conviction. Also, You shall be deemed to have engaged in a regulated activity in the event You or any household member engages in criminal activity anywhere and at any time during the term of the Lease.
8. **NON-WAIVER:** We shall not be deemed to have waived the right to evict for a breach under this Addendum, and We may collect rent with full knowledge of any breach of this Addendum without waiving Our right to enforce any remedy described herein, unless We have provided You with a signed writing that explicitly and with particularity waives Our right to evict for the breach.
9. **ANY "STRIKE" A DEFAULT:** Any action or inaction or omission by You or any guest or visitor or occupant that causes a "strike" to be placed on any property owned or managed by Us shall be a default of the Lease.
10. **COMPUTATION OF DAMAGES:** If You or your guests or visitors or occupants, by any action or inaction or omission,



cause any property owned or managed by Us to be issued a strike or otherwise cause Us or the Premises or any property owned or managed by Us to be placed on probationary status with the City of Raleigh, You shall be liable to Us for any and all damages which may incur as a result of the strike or the probationary status, including but not limited to any of the following (i) lost rents, (ii) daily fines and other related fines, (ii) penalty or enrollment fees paid to the City of Raleigh, and (iv) attorney's fees. In addition, if the Premises or the property on which the Premises is located is currently being marked for sale, You shall be liable to Us for any diminution in property value related to a strike or probationary status that We incurred due to Your action or inaction or omission resulting in the strike or probationary status.

**11. INDEMNIFICATION:** You shall indemnify Us and hold Us harmless from any and all costs, rents, fines, fees, attorney's fees, and any other monetary damage We may incur that is related to any action or inaction or omission by You or your guests or visitors or occupants causing any property owned or managed by Us to be issued a strike or to cause Us or the Premises or any property owned or managed by Us to be placed on probationary status with the City of Raleigh.

**12. DUTY TO INFORM:** You understand and agree that in the event You or any occupant or guest or visitor receives any violation or warning from a law enforcement officer or government official related to any regulated activity, You shall provide Us written notice within twenty-four (24) hours of the citation.

**13. SEVERABILITY:** Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

Signed this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Capstone Properties, LLC,  
As agent for Landlord

\_\_\_\_\_ *Date*

\_\_\_\_\_ *(Tenant)*

\_\_\_\_\_ *Date*



# APPLICATION

Name:		Social Security Number:	DOB:	Driver's License #:
Current Local Address:			Current Landlord:	
Permanent Address:			Email Address	
Student Class:	School Attending at Time of Occupancy:		Cell #:	Telephone:
Emergency Contact:		Telephone:	Referred By?	How did you hear about us?
Have you ever pled 'guilty' or 'no contest' to, or been convicted of a crime? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO   If yes, why? _____				
<b>If you will be parking a car on the premises, please provide the following information:</b>				
Make:	Model:	Year:	Color:	License Plate #:

## PARENT OR GUARDIAN

Name:	Cell Phone:	Email Address:
Address:		Relationship to Applicant:

**Roommate Policy:**

- To reserve a two-bedroom apartment, two individuals must complete all paperwork required by **Capstone Properties, LLC** and/or **Valentine Commons** ("The Community") and must pay all fees.
- To reserve a three-bedroom unit, two individuals must complete all leasing paperwork required by **Capstone Properties, LLC** and/or The Community and must pay all fees. Those two individuals then have one week after completion and submission of the completed leasing paperwork to locate a third roommate who must also submit a rental application for review.
- To reserve a four-bedroom unit, two individuals must complete all leasing paperwork required by **Capstone Properties, LLC** and/or The Community and must pay all fees. Those two individuals then have one week after completion and submission of the completed leasing paperwork to locate a third roommate who must also submit a rental application for review. Those two individuals then have two weeks after completion and submission of the completed leasing paperwork to locate a fourth roommate who must also submit a rental application for review.
- To reserve a five-bedroom unit, three individuals must complete all leasing paperwork required by **Capstone Properties, LLC** and/or The Community and must pay all fees. Those three individuals then have one week after completion and submission of the completed leasing paperwork to locate a fourth roommate who must also submit a rental application for review. Those three individuals then have two weeks after completion and submission of the completed leasing paperwork to locate a fifth roommate who must also submit a rental application for review.
- To reserve a six-bedroom unit, four individuals must complete all leasing paperwork required by **Capstone Properties, LLC** and/or The Community and must pay all fees. Those four individuals then have one week after completion and submission of the completed leasing paperwork to locate a fifth roommate who must also submit a rental application for review. Those four individuals then have two weeks after completion and submission of the completed leasing paperwork to locate a sixth roommate who must also submit a rental application for review.

In the event the applicants are unable to locate and reserve roommates during the time periods outlined above, The Community reserves the right to place roommates into the unleased bedrooms, relocate you to another unit, or cancel your lease. If you notify The Community that you do not have roommates, we will work with you to assist you in finding roommates when possible. Any individual who completes all paperwork without roommates will be considered "unassigned" until management has assigned the individual a unit. The Community reserves the right to relocate individuals to another unit if needed.

**Co-ed Policy:** Co-ed living is allowed at **Capstone Properties, LLC** and/or **Valentine Commons** ("The Community"). **Capstone Properties, LLC** and/or The Community must be made aware of your interest to reside in a co-ed apartment prior to your signing any lease documents. In addition, all roommates of a co-ed apartment are required to sign leases and pay all fees at the same time. Co-ed agreements must be signed by each tenant and the guarantors of your lease prior to **Capstone Properties, LLC** and/or The Community officially accepting you as a tenant. Subleases must be approved by **Capstone Properties, LLC** and/or The Community, all tenants and guarantors of the apartments.



**Redecoration/Administrative Fee:** Where applicable, applicant understands that he/she is being charged a NON-REFUNDABLE Redecoration/Administrative Fee of **\$140.00**.

**Deposit:** Where applicable, applicant has deposited herein the sum of **\$125.00**, the receipt of which is hereby acknowledged, which may be refunded or retained by Landlord in accordance with the Lease (and which will be returned to tenant if the lease is not signed by all parties).

**Application Fee:** Where applicable, applicant understands that he/she is being charged a **NON-REFUNDABLE** Application Fee of **\$35.00**, which represents Landlord's average actual cost of screening applicants. Written notice of the Landlord's screening criteria, a description of Landlord's screening process and of Applicant's rights to dispute the accuracy of a screen report, and an estimate of the number of available units of the type sought by Applicant at The Community will be provided to Applicant prior to Applicant's payment of this fee.

**Sub-lease Fee:** Pursuant to the "Assignments or Subletting" section of Lease Agreement, Applicant understands that he/she will be charged the total sum equal to one month's rent for the execution of a sublease transaction.

I, the Undersigned Applicant, have read and agree to all provisions of this application. **I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION. I UNDERSTAND THAT THIS APPLICATION IS A PART OF MY LEASE AGREEMENT NOTABLY THOSE AREAS REGARDING DEPOSITS AND FEES. I HEREBY AUTHORIZE THE MANAGEMENT TO MAKE ANY NECESSARY INVESTIGATION AS TO THE INFORMATION CONTAINED IN THIS APPLICATION. I UNDERSTAND THAT THIS INVESTIGATION MAY INCLUDE, BUT NOT BE LIMITED TO, A CREDIT REPORT, VERIFICATION OF EMPLOYMENT, PAST RENTAL HISTORY, AND POLICE RECORDS. I, THEREFORE, CONSENT TO THIS INVESTIGATION, AND I CERTIFY THAT ALL STATED FACTS ARE TRUE, AND IT IS UNDERSTOOD THAT ANY MISREPRESENTATION OR OMISSION MAY BE CAUSE FOR THE MANAGEMENT AND/OR OWNERS TO REJECT THIS APPLICATION AND/OR TERMINATE MY LEASE. I HAVE THE RIGHT TO MAKE A WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME FOR A COMPLETE AND ACCURATE DISCLOSURE OF ADDITIONAL INFORMATION CONCERNING THE NATURE AND SCOPE OF THIS REPORT. I AUTHORIZE THE MANAGEMENT TO EXAMINE MY CRIMINAL RECORDS AND USE THE INFORMATION AS AN ADDITIONAL BASIS TO DETERMINE WHETHER THIS APPLICATION SHALL BE APPROVED OR DISAPPROVED.**

Applicant represents that all of the above information is true and complete and authorizes the verification of same by reasonable means including check applicants credit, employment, and rental history and to answer questions pertaining to applicant's credit experience with The Community.

---

(Tenant)

Date

## RESIDENT PROFILE

Name:		Floor Plan Preference:	Bedroom Preference:
Current Address:		Cell Number:	
Permanent Address:		Permanent Phone:	Email Address:
Gender	Date of Birth:	WeChat Name (if applicable):	Preferable Method of Contact:
School Attending at Time of Occupancy:		Major:	Classification at Occupancy:

**Check the indicator that most accurately describes your personality:**

<b>Neatness</b>	<b>Messy</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Very Neat</b>
<b>Personality</b>	<b>Quiet</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Outgoing</b>
<b>Focus</b>	<b>Academically</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Socially</b>
<b>Visitors</b>	<b>Never</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Frequently</b>
<b>Activity Level</b>	<b>Couch Potato</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Very Active</b>
<b>Drink</b>	<b>Never</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Frequently</b>
<b>Smoke</b>	<b>Never</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	<b>Frequently</b>

I understand smoking is prohibited inside the units at this property and is only allowed in designated areas.

Read and acknowledged policy

Do you plan to have any pets:

YES  NO If so, please list: \_\_\_\_\_  Dog  Cat  Both

Would you be okay living with a pet?

Yes - Dogs Only  Yes - Cats Only  Yes - Both Okay  No Pets Please

Describe Hobbies, Interests, Club/Organizations, Other Considerations or Special Requests:

Describe Yourself:

Describe and/or list 3 traits/characteristics you look for in a roommate:

Which floor do you prefer?

Which building do you prefer?

Unit style preference:

I understand all units and locations listed above are a preference of the Applicant and will be assigned based on availability and/or first-come, first-served.

Read and acknowledged policy

Roommate Request:	
1. Name:	Email:
Phone:	Address:
2. Name:	Email:
Phone:	Address:
3. Name:	Email:
Phone:	Address:
4. Name:	Email:
Phone:	Address:
5. Name:	Email:
Phone:	Address:
Will this be a Co-Ed situation?	



I understand that this information will be used for making roommate assignments and will be released to prospective roommates. I understand that I have 2 (two) weeks to bring in my own roommates who must sign leases. After 2 (two) weeks, I understand that I will be roommate matched with people based on the information I have provided above. Additionally, I have been truthful in completing all information provided above.

---

(Tenant)

Date

# APPLICATION

<b>PERSONAL INFORMATION</b>			
First, Middle, Last Name: _____	Date of Birth: _____	SS#: _____	Cell/Main Phone #: _____
Current Address: _____ _____	Email Address: _____		Driver's License / ID #: <input type="checkbox"/> _____
<b>EMPLOYMENT &amp; INCOME INFORMATION</b>			
OCCUPATION	EMPLOYER/COMPANY		SALARY

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
Date

## CAPSTONE PROPERTIES, LLC

# CONTINUING PARENTAL OR SPONSOR GUARANTY

MINIMUM GUARANTEED AMOUNT: \$ \_\_\_\_\_

THIS GUARANTY AGREEMENT ("Agreement") is executed by the person or persons whose names are signed below. It is understood that \_\_\_\_\_ has applied to become a Tenant in the apartment community known as **Valentine Commons** in **Raleigh, NC** (the "Community"). The Lease and the Rules and Regulations are incorporated herein and will be signed by the Tenant, subject to completion as appropriate. The Landlord may require, as a condition of the acceptance of such Tenant, and as a condition of Landlord being willing to enter into a Lease with such Tenant, that all obligations of the Tenant with respect to the Lease and the Rules and Regulations be personally and unconditionally guaranteed by the prospective Tenant's parent, guardian or other sponsor ("Guarantor"). This guaranty is in recognition that most of the Tenants in such building do not have independent financial means, but this guaranty shall be in force irrespective of the financial means of the Tenant. This Agreement is an irrevocable, absolute and continuing guaranty of payment of the Obligations (defined below) and is not a guaranty of collection.

The undersigned Guarantor represents that his or her relationship with the Tenant is that of \_\_\_\_\_. It is understood that the Guarantor must be at least 21 years of age. It is also understood that the Guarantor may not be a current resident of the Community.

In order to induce Landlord to lease to the Tenant identified above, the undersigned does hereby (if more than one, jointly and severally) guarantee the payment in full of any and all obligations under the Lease to be executed by the Tenant or any renewal, extension or subsequent Lease (whether for the same or different unit), and to pay any and all amounts including without limitation the Rent, fees, costs, indemnities, expenses, fines (including those imposed pursuant to the Rules and Regulations), and attorneys' fees incurred in the enforcement of the Lease or any renewal, extension or subsequent lease, or this Agreement (collectively, the "Obligations").

This guaranty may be enforced against Guarantor without necessity of recourse against Tenant or any other parties responsible. Guarantor consents that any proceedings to enforce this Agreement or related rights may be brought before the court sitting in the judicial district or circuit in which the Apartments are located, and Guarantors consent to personal jurisdiction of such courts. Any actions to enforce this guaranty shall be governed by the laws of the state in which the Apartments are located.

The Guarantors waive (1) notice of acceptance of this Agreement; (2) notice of renewal or extension of Tenant's lease or notice of any extension of time within which any payment of rental, damages or repairs or the performance of other obligations shall be due; (3) necessity of recourse against Tenant; (4) any understanding that any other person, firm or corporation was to sign this Agreement; (5) the incapacity or bankruptcy of Tenant or any other Guarantor; (6) any notice of change or amendment to the Lease, the Rules and Regulations; (7) any notice of Tenant's default of the Lease; (8) diligence, presentment and suit on the part of Landlord in the enforcement of any liability, obligation or duty guaranteed hereby; (9) any notice of the commencement of any legal action against Tenant; (10) the right of contribution against others liable for the Liabilities, and (11) the provisions of O.C.G.A. Section 10724 (or any similar law).

Failure of Landlord to enforce rights of recovery against the Tenant or other occupants of the unit or any third parties shall not release Guarantor, provided that Guarantor is only liable for payments or obligations of Tenant (including joint and several obligations) whose name is set forth above in accordance with the terms of the Lease Agreement but shall be solely responsible as though Guarantor were the Tenant. **Valentine Commons strongly suggests that each resident be covered by renter's insurance. Valentine Commons will not be responsible for personal belongings.**

In addition to other amounts guaranteed, Guarantor agrees to reimburse Valentine Commons reasonable attorney's fees incurred as well as all costs imposed under the terms of the Lease or appropriate in enforcement of this guaranty.

Until all the covenants and conditions contained in the Lease to be performed and observed by Tenant are fully performed and observed, Guarantor; (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor hereunder; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

In the event Landlord obtains another signature of more than one guarantor on this Agreement or obtains additional guaranty agreements, or both, the Guarantor agrees that Landlord, in Landlord's sole discretion, may (a) bring suit against all Guarantors of the Lease jointly and severally or against any one or more of them, (b) compound or settle with any one or more of the Guarantors for such consideration as Landlord may deem proper, and (c) release one or more of the Guarantors from liability. The Guarantor further agrees that no such action shall impair the rights of Landlord to enforce the Lease or this Agreement against any remaining Guarantor or Guarantors, including Guarantor hereunder.



Valentine Commons

This Agreement shall be binding upon Guarantor and the successors, heirs, executors and administrators of Guarantor, and shall inure to the benefit of Landlord and Landlord's successors and assigns.

This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and the Landlord.

All notices hereunder shall be upon the same terms and conditions as set forth in the Lease or to such other address as Landlord shall provide in writing to Guarantor. Notice to Landlord shall be as set forth in the Lease. Notices to Guarantor shall be upon the same terms as set forth in the Lease but to Guarantor at the address below or to such other address as Guarantor shall provide in writing to Landlord.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Guarantor)

\_\_\_\_\_  
Date

<b>ADDRESS:</b>		<b>PHONE:</b>	
<b>SOCIAL SECURITY NUMBER:</b>	<b>EMAIL ADDRESS:</b>		
<b>DATE OF BIRTH:</b>	<b>MONTHLY INCOME:</b>		
<b>EMPLOYER:</b>	<b>EMPLOYER PHONE:</b>		
<b>RELATIONSHIP TO TENANT (i.e. Mother, Father, Grandfather, And Grandmother):</b> _____			

THE EXECUTION OF THIS DOCUMENT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO A LEASE CONTRACT, AND LANDLORD IS FULLY RELYING UPON THE DUE AND VALID EXECUTION BY THE PERSONS WHOSE NAMES ARE SHOWN ABOVE. LANDLORD RESERVES ALL RECOURSE, CIVIL OR CRIMINAL, IN THE EVENT OF A FALSE OR FORGED EXECUTION HEREOF. FURTHER, THIS AGREEMENT SHALL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THIS LEASE CONTRACT, OR ANY SUBSEQUENT LEASE CONTRACT, IN WHICH THE TENANT HAS ENTERED.