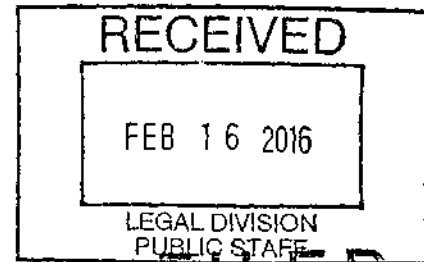


OFFICIAL COPY



February 10, 2016

Ms. Elizabeth A. Denning

NC Utilities Commission

4326 Mail Service Center

Raleigh, NC 27699-4325

Re: ER-55, Sub 0; ER-39, Sub 1 – Aspen Charlotte Transfer Application; Additional Information Per Commission's Order

**FILED**  
FEB 16 2016  
Clark's Office  
N.C. Utilities Commission

Dear Ms. Denning,

The enclosed response and attachments are in response to the January 20, 2016 letter to the applicant requesting additional information. Please see the enclosed responses and enclosures. Please advise if additional information is needed. Thank you.

Sincerely,

Breckenridge Group CNC, LLC

By: Richard Stasica  
Richard Stasica, its General Counsel

**Deficiencies Regarding Additional Information Filed on November 23,  
2015, in Docket Nos. ER-55, Sub 0, and ER-39, Sub 1  
Breckenridge Group CNC, LLC (Applicant -  
Purchaser/Transferee) Aspen Charlotte**

**Item numbers refer to the corresponding numbers on the application form filed in this docket.**

Item 28.

- (a) Please provide a copy of the Terms of Service that tenants must agree to before being billed by SimpleBills. See Attachment 28(a).
- (b) The Applicant indicates SimpleBills will charge tenants a \$25 fee for initiating a chargeback on credit card payments for electric service. It does not appear to the Public Staff that this fee is allowed by G.S. 62-110(h) or Commission Rule R22 in connection with electric resale and billing. Please state a satisfactory legal basis for this fee or confirm that tenants will not be billed for this charge. The \$25 is what we are charged from the credit card company when the Tenant's credit card fails. This is a pass through for us to get reimbursed from the Tenant. The NCUC allows a \$25 returned check charge (see #14 - "Returned check charge" on the application for certificate to resell electric service). We do NOT charge for any returned check fees because they are minimal to us from our bank. However, the credit card charge backs are more significant. We need to understand the difference from the perspective of the Public Staff. Further, under the Lease if any Tenant has an issue with Simple Bills terms of use, they have the option of putting the utilities in their name (see Lease attached as Attachment 31).

Item 30.

- (a) The Applicant states that "[f]or 2016-2017, there will be no credits provided related to usage as summarized in the lease provided in Attachment 31(a)(i)." From reviewing the 2016-2017 lease agreement, it appears the monthly electric allowance of \$30 per tenant has been deleted from the Utility Services section. Please confirm that the Applicant will in fact not pay any portion of the tenant's bill for electric services. Applicant will NOT pay any portion of tenant's bill for electric services.
- (b) The Public Staff's toll-free in-state telephone number should be incorporated into the statement at the bottom of the bill as follows: "(866) 380-9816 (in-state calls only) or (919) 733-9277." This change has been made, see attachment 30(b).

Item 31.

- (c) The first and second sentences of the last paragraph of section 3 of the lease agreement should be deleted because they are inconsistent with

G.S. 42-26(b) and Commission Rule R22-7(a). This change has been made, see attachment 31 (redline edits followed by clean).

- (a) The first sentence of the first paragraph of section 6 of the lease agreement should be revised to state that the administrative processing fee will not be in excess of \$3.75 per invoice per Tenant. This change has been made, see attachment 31 (redline edits followed by clean).
- (b) The eighth sentence of the first paragraph of section 6 states that "electric services will be sub-metered and the water/sewer will be direct metered." It appears the services were reversed in this sentence since electric service cannot be sub-metered. This should be corrected. This change has been made, see attachment 31 (redline edits followed by clean).
- (c) The last sentence of the second paragraph of section 6 lists a \$50 charge to tenants relating to electric service. Electric resellers are only authorized to bill for charges allowed by G.S. 62-110(h) or Commission Rule R22 in connection with electric service. Please state a satisfactory legal basis for this fee or this charge should be removed from the lease. This change has been made, see attachment 31 (redline edits followed by clean).

Attachment 28(a)

## Terms of Service

This Agreement is entered into and made by and between SimpleBills Corporation and/or one of its subsidiaries ("Company") and the tenant(s) of any residential property who elect to use the service provided by Company. These tenants must be registered with Company, and may be individually or collectively referred to as "Customer(s)". This Agreement shall be effective on the date of submission of a complete and accurate Application by Customer, as recorded by Company (the "Effective Date"). This date may differ from the date on which Company assumes utility billing and other responsibilities set forth below as designated by Customer on the application (the "Start Date"). "End Date" shall be a date designated by Customer on the Application after which Company will no longer provide a service except to fulfill responsibilities defined herein. In certain circumstances, Company may have an agreement and/or established relationship with the property management of the community in which Customer resides ("Property"). In this situation, Property shall have the authority to make limited changes to Customer's account, which shall include changing the Start Date, End Date, Customer contact information and utility bill division.

In consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

### 1. Term.

The Term of this Agreement will commence upon the Effective Date and shall continue to the End Date as described above. This Agreement shall not renew for consecutive subsequent renewal periods unless agreed upon in writing by Company and Customer in accordance with the terms set forth in this Agreement (initial term and subsequent renewal terms are referred to herein as "Term").

### 2. Service.

Company offers multiple services, depending on whether utilities are in the name of Customer, Property or Company, and whether the residence is in a Texas deregulated area. These services are identified as the following:

- a. Optional Model – utilities are in the Customer or Company's name,
- b. Standard or Choice Model – utilities are in the Property or Company's name.
- c. Texas De-regulated Model – utilities are in the Company's name in Texas deregulated areas only.

The specific service used by Customer shall be based on Company's agreement with the Property, as well as, Customer's geographic area and regulations associated with electricity. The final determination for which service a Customer uses shall be made by Company. Customer shall begin service ONLY by filling out an application on Company's website. Customer must meet the following minimum requirements to use Service: have a valid email address, have internet access, have a current valid accepted payment method ("Payment Method") as described in Paragraph 15, and be 18 years of age or older.

### 3. Account Access.

Customer shall be given one user name and password combination by Company with which Customer can access the account on Company's website. By sharing the password, Customer agrees to be responsible for assuring that any person accessing the account agrees to and complies with these Terms of Service. Customer shall be responsible for any action taken by any person to whom Customer has shared their account password.

### 4. Payment Obligations of Customer.

At least once per month, Company shall invoice Customer for Customer's charges. The billing date ("Bill Date") is when Company invoices Customer for these charges. Customer shall pay Company the full amounts that Company invoices to Customer. If Customer fails to make any payments due under this Agreement within the days identified by Company as when bill is due, "Due Date", then Company may, under the Optional Model, immediately cancel this Agreement, and Company will have no further obligations under this Agreement. This includes, but is not limited to, payment of any utility bills received from a utility provider on behalf of Customer. Failure of Company to exercise this option at any time will not constitute a waiver of Company's right to do so. If Customer pays by any method other than a Company-registered payment method, the payment must be received by the Company or postmarked by the Due Date. Any portion of the invoices that is not paid when due will accrue a late fee on the outstanding balance.

### 5. Final Billing Procedure

Customer agrees to pay the final invoice, which shall consist of all utility charges received for the final month of utility service, and may be received by Customer after the final day of the Term.

### 6. Designated Bill Payor

This paragraph shall only apply to the Optional Model. Customer agrees to make Company its designated bill payor for each of the utility companies used by the Customer and to take the necessary action to authorize Company to receive and pay Customer's utility bills on behalf of Customer.

### 7. Utility Payment.

Company shall pay Customer's utility bills covered by this Agreement for as long as this Agreement remains in effect. Under the Optional Model only and at its sole discretion, Company shall have the option of not paying bills which are considered excessively large. Customer shall be notified when Company chooses to exercise this option. Should less than 51% of Customers in a residence fail to pay their outstanding balance in a month, Company, under the Optional Model only and at its sole discretion, shall have the option of refusing to pay for any outstanding utility bills from that point forward, including any utility bills that have already been invoiced. In such an instance, Company will refund all portions of payments already received related to utility bills, but shall not refund any portion of payments that include Monthly Fees, Late Fees, and any non-utility bill line items.

## 8. Responsible Party

Customer is the responsible party in the relationship with the utility companies and is solely responsible to abide by its agreements with them. The only exceptions to this rule shall be if the utilities are in the Property's name or if Company has a bill-paying relationship with an electric utility in Texas de-regulated areas. Customer is still responsible for abiding by Customer's prior agreements with Property. Customer shall indemnify and hold harmless Company for any liability arising out of Customer's failure to abide by its agreements with a utility company.

## 9. Responsibility for Termination.

At the end of the Term, Customer shall be solely responsible for the termination of all utility services at the Residence. The only exceptions to this rule shall be electricity services in Texas de-regulated areas as determined by Company, and situations where utilities are set up by Property. In such situations, Customer is still responsible for abiding by Customer's prior agreements with Property. Company shall terminate service on the first business day following the final day of Customer's Term. Should Customers at the same residence have different end dates, Company shall use the last end date of any Customer as the final day of the term.

## 10. Cost of Service.

The Cost of Service shall be determined by Customer's geographic location and is described as follows: (a) In Texas de-regulated areas, Company shall pass along to Customer the rates charged by each utility service provider on Customer's account without additional charge or fee; provided, however, fees charged for additional services, penalties and costs of recovery and attorneys fees as specified in this Agreement will be assessed against Customer. (b) In all other areas, Company shall pass along to Customer the exact invoice amounts charged by each utility service provider on Customer's account for a Monthly Fee of \$4.00 per month per Customer, or the maximum allowed by state law not to exceed \$4.00 per month. Customer shall be charged the Monthly Fee each month that Company takes action regarding this Agreement in relation to Paragraph 4. In addition, Customer will pay a \$3.00 fee if paying their bill with a credit or debit card ("Merchant Fee"). The Merchant Fee only applies when paying with a credit or debit card. There is no Merchant Fee if Customer pays online with bank draft, or mails in payment. Other fees charged for additional services, penalties and costs of recovery and attorneys fees as specified in this Agreement may be assessed against Customer. Every utility bill-paying Customer in a residence must register with Company to use this service. If at any point Company is led to believe that any un-registered utility bill-paying residents are living in a Residence serviced by Company, then Company shall have the option of either (i) immediately charging registered Customers one (1) additional Monthly Fee per unregistered utility bill-paying resident, or (ii) immediately canceling this Agreement and have no further obligations under this Agreement. Company shall not be obligated to pass along to Customer any compensation it receives from any utility provider pursuant to its agreement with such provider.

## 11. Authorized Utility Providers

Customer may use any utility provider with a regular recurring utility billing process. All customers living in Texas deregulated areas must register with Company for electric service. Company has a preferred electric provider that must be used. Customer shall designate which

services are desired during the initial sign-up period. During the term of this agreement, Customer may elect to add other utility services. Such services will fall under the terms of this agreement. Company has the right to refuse any utility provider.

## 12. Customer Utility Set-Up

Customer shall register with each utility company in the method that Company prescribes to receive utility services at Residence from that utility company. Company shall have the right to refuse to cover one or more utility bills if Customer fails to set up service in the prescribed manner. Company shall have the right of refusing to pay any previous outstanding balance for any utility account being added by Customer. In situations where Property assumes responsibility for registering utility service and where Company and Property have a separate agreement in place, Customer assumes responsibility for paying all utility services activated by Property.

## 13. Electricity Service.

The following two paragraphs shall apply only to Customer's using the Texas De-regulated Model. (a) Customer appoints Company to serve as Customer's agent and attorney-in-fact (with the full power and ability to act on behalf of Customer) during the Term of this Agreement for all purposes relating to Customer's relationship with Company's preferred electric provider, including, but not limited to (i) the taking of any action expressly authorized or contemplated by this Agreement, (ii) the receipt, on behalf of Customer, of any bills, notices, disclosures or other communications from Company's preferred electric provider, and (iii) the taking of any other action reasonably necessary and related to Company's preferred electric provider providing electric utility service to Customer. Company's preferred electric provider shall be entitled to rely upon this appointment of Company as agent and attorney-in-fact, and Customer agrees to be bound by all actions taken by Company in connection with the provision of electric utility service to Customer by Company's preferred electric provider.

(b) Customer agrees to use electricity service through Company's preferred electric provider. Company shall register for the electricity service and retain the account in its name, as agent and attorney-in-fact of Customer. Company shall obtain a unique Company-only electricity rate which will only be available to Customers using Company's service. Should Customer decide to terminate Company's service as provided herein, Company shall have the right to cause the disconnection of Customer's electricity meter upon three (3) calendar days advance written notice following termination of this Agreement. If such a day is not a business day, then the following business day shall be used for all such purposes. Company shall automatically cause the disconnection of Customer's electricity meter on the first business day following the final day of Customer's term unless Company is provided advance written notice not to do so.

## 14. Termination of Electric Service.

This paragraph shall apply only to Customers using the Texas De-regulated Model. Company shall have the right to cause the disconnection of the electricity meter of any Customer who is in default under the terms of this Agreement.

## 15. Payment Options.



As a minimum requirement for using Company's service, Customer must leave an **accepted Payment Method on file with Company**. Accepted Payment Methods include the following: credit card, debit card, or bank account. Customer is not required to pay using Payment Method, but can pay with any of the following methods: cash, check, money order, credit/debit card, recurring or one-time bank bill-payment, or bank draft. Cash shall only be accepted in person at Company's office. Customer may exchange Payment Method at any time, but Customer agrees that Payment Methods will not be removed unless immediately replaced by a different Payment Method. If Customer elects to pay by check, Company shall retain the account information contained on the check until this Agreement is terminated, and Customer authorizes Company to withdraw payment in the event Customer does not provide payment. If Customer elects to use an optional recurring automatic payment, Customer authorizes Company to automatically withdraw payment from its credit/debit card or bank account on or about the sixth (6th) calendar day following the Bill Date each month for the amount of the Customer's invoice. In the event Company does not receive payment from Customer by Customer's Due Date, Company will withdraw payment from Payment Method. **By agreeing to these Terms of Service, Customer expressly authorizes Company to charge Customer's Payment Method for any unpaid Individual Balance until this agreement expires or is terminated, and any unpaid Group Balance, unless Company and Property have a separate agreement in place to handle in a separate manner. The previous statement is explicitly intended to include but is not limited to balances that have been invoiced after Customer has begun the process of cancelling Service.** All payments are non-refundable, except deposits as described herein. Customer must submit changes to Payment Method at least 3 business days before a scheduled draft. Changes received by Company after this period may be delayed until the following Bill Day.

#### 16. Utility Bill Division.

All bills for a single property will be added together (the "Group Balance") for the Residence and assessed against all Customers at the Residence. Unless Customer otherwise notifies Company at the time of signing this Agreement, each Customer shall be primarily responsible for and pay to Company each month its proportional share of the Group Balance ("Standard Percentage"). For example, if there are four Customers in the Residence, each Customer shall pay one fourth of the Group Balance. If each Customer at the residence agrees in writing to be billed at a different ratio, this change may be made by contacting Company's Customer Service. Under the Optional Model, Company shall not sub-divide a bill to account for Customers residing in a Residence on a per day basis for any reason. **Notwithstanding the fact that each Customer at the Residence shall be primarily responsible only for a percentage of the Group Balance, Customer understands and agrees that under the Optional Model, each Customer in a Residence is jointly and severally liable for all utility bills paid for by Company concerning Customer's residence, and if one or more Customers at the Residence do not pay their share of the Group Balance, the other Customers at the Residence shall be liable for the entire Group Balance.**

#### 17. e-Billing.

Company shall invoice Customer electronically via its Internet site each month for the percentage of utility charges at Residence that Customer is responsible for and has agreed to pay

to Company. All official notifications sent by Company shall be in e-mail format and shall be sent to e-mail addresses designated by Customer on file with Company, and Customer hereby consents to receipt of electronic notifications and bills from Company. E-mail notice shall be effective upon sending. Customer understands that it is solely Customer's responsibility to ensure receipt of e-mail and in the event that no e-mail is received it is Customer's responsibility to notify Company of such. Customer understands and agrees that the only way to access utility billing information possessed by Company is through its Internet site. Company shall send all utility invoices each month after it receives the electricity bill for a given Residence. Any utility bills not received by Company in time to be sent out will be held by Company until the following month's receipt of the electricity bill. If there is no electricity bill, billing will occur on a regular basis as determined by Company.

#### 18. Direct Utility Payment.

Customer shall NOT pay the utility company directly unless told to in writing by Company. Customer agrees to pay Company for the amount invoiced, even if customer has paid a utility company directly without Company's prior written approval.

#### 19. Deposit.

**This paragraph shall only apply to Customers using the Texas De-regulated Model.** Should a Residence signing up for Company's service be a single-payor residence, Customer agrees to pay a deposit of no less than \$150.00, due immediately upon executing this Agreement. Customer agrees to allow Company to deduct the funds directly from Customer's account or charge Customer's credit card, as applicable. The deposit shall be refunded to Customer within thirty (30) calendar days after the termination of this Agreement if Customer is not in default under this Agreement. Company shall have the right to use deposit monies for its business purposes subject only to the obligation to refund deposit to Customer if Customer is not in default at the termination of this Agreement. Company may also charge a deposit of no less than \$150.00 per Residence, regardless of the number of payors, in response to circumstances associated with certain geographical areas.

#### 20. Event of Default.

A failure to comply with one or more of the terms and conditions of this Agreement on the part of one or more of the Customers at the Residence shall constitute an event of default.

#### 21. Confidentiality.

Customer agrees to allow Company to share any account or payment information with other Customers at the Residence, the parents of any Customer at the Residence, the Property and other bill-paying parties upon request. Company shall not share credit/debit card numbers, automatic bank draft account information, social security numbers, and birth dates with any party except as provided herein. Notwithstanding the preceding sentence, if Company is required to send an account to an outside debt collections agency, Company shall provide any information necessary to employ such a service.

#### 22. Failed Payment.

Should payment fail due to incorrect information, lack of funds, expiration, or for any other reason, Company will continue to attempt automatic withdrawal from Payment Method periodically until Company determines the funds to be uncollectable. Customer agrees to transfer funds as necessary in order to pay any outstanding balance and all NSF or other fees Company may have incurred while attempting to collect. Customer shall be in default on an invoice from Company if payment is not received by Company by Customer's Due Date. Company shall give all Customers in a Residence written notice by e-mail upon the occurrence of a default in payment by any Customer in a Residence. This notification shall be in electronic format as outlined herein. If payment has not been received by the tenth (10th) calendar day after Due Date, Company may, at its sole discretion, remove the Customer from Company's service and continue to invoice remaining customers as outlined herein. Any balance left unpaid by Customer may be sent to an outside collections agency.

#### 23. Customer Removal.

Under the Optional Model, all Customers in a Residence must agree in writing for one or more Customers in that Residence to be removed from Company's service. In this event, Company will recalculate the percentage owed by each remaining Customer. Should a Customer who is a utility account holder be removed from Company's service, Customer agrees to have any utilities under his or her name transferred to another Customer at the same Residence. All Customers in the Residence understand and agree that the next utility account holder will be chosen by Company in its sole and absolute discretion.

#### 24. Procedure Following Removal of a Customer.

Under the Optional Model, should a Customer be removed from Company's service, a new Standard Percentage will be created by removing one roommate, then dividing among remaining roommates. Customer agrees to pay the new Standard Percentage of the Group Balance and all bills from that point to the end of service with Company. Customer agrees that once a roommate is removed from Company, the remaining Group Balance left unpaid by removed roommate will be divided according to the new Standard Percentage and added to the next month's invoice. Once a Customer has been removed from Company's service, he/she may only resume upon completing additional financial requirements and at the sole discretion of Company. Should any Customer who is part of a multiple-tenant residence who has been previously removed wish to be reinstated on an account, that Customer shall be charged a non-refundable administrative fee of \$50. This fee shall be charged per Customer per occurrence. Under the Texas De-regulated Model, should any Customer who is part of a single-tenant residence wish to resume service after being terminated, that Customer shall be charged a refundable \$275 deposit as outlined in Paragraph 19. This shall be effective immediately after Company issues a request to have electricity service terminated. Also, if any Payment Method stored by Customer be determined invalid for payment, Company may require a new Payment Method to be entered and validated before resuming service.

#### 25. Termination.

Company may cancel this Agreement immediately upon default by Customer or otherwise on three (3) calendar days written notice to any Customer. Customer may terminate this Agreement at any time; provided, however, that every Customer at the Residence must agree in writing to

such termination and pay any outstanding Group Balance and/or Individual Balance. Any deposits or fees charged by any utility company after discontinuing Company's service are solely the responsibility of Customer. Company shall have no obligation to pay any further utility bills pursuant to this Agreement following receipt of written notice to terminate. Each Customer at the Residence is jointly and severally liable and fully responsible to pay Company an amount equal to any bills charged to and paid for by Company notwithstanding termination of this Agreement.

#### 26. Additional Rules and Requirements.

Customer agrees to adhere to and abide by any additional policies posted on Company's Internet site. Company shall have the right to revise this Agreement at any time, with 30 calendar days advance notice and with changes clearly posted on Company's Internet site. Customer must submit changes to Payment Method at least 3 business days before a scheduled draft. Changes received by Company after this period may be delayed until the following Bill Day.

#### 27. Disclaimer of Warranties.

Company hereby warrants and represents to Customer that any Services will be provided and performed in a timely, competent and professional manner. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 28. Limitation of Liability.

Company shall not be liable for loss, injury or damage caused by delays, interruptions or causes beyond Company's control. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY THEREOF.

#### 29. Exclusive Remedy.

Customer acknowledges that its sole and exclusive remedy for Company's breach of this Agreement is to cause Company to correct any failure on the part of Company in order to obtain the result for which the Customer contracted with Company. If Company is unable to provide the remedy set forth in this Section, Company's liability to Customer for direct damages under this Agreement shall be limited to an amount equal to the aggregate fees paid by Customer to Company provided during the most recently concluded quarter.

#### 30. Arbitration.

If a dispute arises between Company and Customer arising from or related to this Agreement, such dispute shall ultimately be resolved via binding arbitration under rules promulgated by the American Arbitration Association. Prior to the initiation of arbitration, the complaining party

shall give notice of the alleged claim and each party shall engage in a good faith effort toward resolution. If the dispute cannot be resolved through good faith negotiations, Company and Customer shall submit the dispute to binding arbitration by an arbitrator appointed by the American Arbitration Association and the dispute will be arbitrated (not mediated) by that individual under the Association's Rules governing commercial arbitration disputes. The arbitration will be conducted in Waco, Texas unless all parties to the dispute otherwise agree in writing after the dispute arises and before commencement of the arbitration.

31. Legal Costs.

Customer agrees to pay Company's costs and reasonable legal fees if Company is required to take legal action against Customer to collect monies due it or to enforce its rights under this Agreement.

32. Choice of Law; Venue.

This Agreement shall be governed by and construed in accordance with the law of the State of Texas. Venue shall be in McLennan County, Texas. By entering into this Agreement, Customer submits to the jurisdiction of McLennan County state courts and the federal court for the Western District of Texas, Waco Division.

33. Binding on Successors.

This Agreement is binding upon the Parties and their respective heirs, executors, administrators, legal representative, successors and assigns.

34. Non-Assignment.

Customer may not assign this Agreement to any other person, including but not limited to, sublessees without Company's express prior written consent.

35. Headings.

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

36. Severability Clause.

If any clause, sentence, paragraph, section or part of this Agreement is judged to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof.

37. Acknowledgment.

Customer hereby represents that each and every Customer understands this Agreement and is signing it after having read it carefully.

38. Survival.

Customer's obligation to pay any outstanding balance pursuant to the terms of this Agreement, as well as Sections 6, 11, 12, 15 through 33 shall survive termination of this Agreement.

Updated: 1/22/2016

Attachment 30(b)

## MY BILL

August 2015

Date	Description	Total	%	Portion
<b>Utility Bills</b>				
01505 MONUMENT HILL, APT A, CHARLOTTE, NC, 28213				
8/1/2015	Aspen Heights Charlotte - Duke Energy	\$150.00	25%	\$37.50
Start Date 7/1/2015 End Date 7/31/2015 Usage Period 30 days Usage 1000 kWh Bill Amount \$150.00 Your Percentage 25% Your Charge \$37.50 Bill Notes This is your utility statement at Breckenridge Group CNC, LLC. Your meter was read on 6/29/2015.				
8/1/2015	Aspen Heights Charlotte - Water	\$50.00	25%	\$12.50
8/1/2015	Aspen Heights Charlotte - Water Allowance	-\$40.00	0%	-\$10.00
8/1/2015	Aspen Heights Charlotte - Electricity Allowance	-\$120.00	0%	-\$30.00
<b>Fees</b>				
8/1/2015	Monthly Fee			\$3.75
<b>Total Due</b>				<b>\$13.75</b>

### Notes

#### How to reach us:

By calling: (254) 230-0199 or (866) 835-5872

By emailing: [info@simplebills.com](mailto:info@simplebills.com)

#### If using auto pay:

Your bill will be auto paid 5 days after your bill date.

#### If paying by check, mail checks to:

SimpleBills  
PO Box 370  
Waco, TX 76703

#### Explanation of Charges:

**Electricity:** Your apartment home is individually metered by your utility company. The electric bill represents the billed amount provided to us by your utility company. The allocation of charges is based on the number of tenant-days of occupancy for each tenant.

**Allowance:** Conservation Allowance outlined in your lease agreement, if applicable.

**Monthly Fee:** Monthly SimpleBills service fee that will be assessed in addition to utility charges.

#### Note:

Please contact the provider's office with any questions regarding bills or complaints about service. In cases of dispute, contact the North Carolina Utilities commission either by calling the Public Staff - North Carolina Utilities Commission, Consumer Services Division, at (866) 380-9816 (in-state calls only) or (919) 733-9277 or by appearing in person or writing the Public Staff - North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center, Raleigh, North Carolina 27699-4326.

### Summary

Invoice Number 555415

Date Issued 8/19/2015

Bill Amount \$13.75

Payments To Date \$0.00

Balance \$13.75

Date Due 9/13/2015

**PAY NOW**



Attachment 31



## Aspen – Charlotte North Carolina Lease Agreement

THIS LEASE AGREEMENT (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Breckenridge Group CNC LLC ("Landlord") and Tenant (as further described below), of the LEASED PREMISES (as further described below) located in Aspen - Charlotte, North Carolina which is located at 1505 Monument Hill Road Charlotte, North Carolina 28213 (the "Neighborhood").

### Lease Summary

**Tenant Name:**

**Lease Dates:**

**Floorplan Selection:**

**Administrative Fee (one-time fee):** \$

**Security Deposit:**

**Promotion:**

**Rent:** \$

**Furniture Package Fee (per installment):**

**Television Fee (per installment):**

**Utilities:**

**Rental Concession (per Installment):**

**Total per Installment:**

The first Installment is due **August 1** and each subsequent Installment is due and payable on the first day of each calendar month thereafter). Promotion and Rental Concession will only be applied if all conditions of Tenant under this Lease, including Guaranty and payment of Administrative Fee, are met within 7 days of execution of Lease.

Tenant : \_\_\_\_\_

Leased Premises: One bedroom in a multi-bedroom Dwelling (the "Dwelling") in the Neighborhood.

1. **DESCRIPTION OF LEASED PREMISES AND TERM:** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord. Tenant is choosing to lease only one bedroom, and Tenant hereby waives all rights to select his or her roommate(s) and/or the specific bedroom he or she is leasing other than listing the roommate preference on the Lease Application. Landlord cannot guaranty that Tenant will receive his or her

preferred floor plan. Should a bedroom in the floor plan Tenant has selected not be available, a bedroom in a floor plan of equal or lesser value will be assigned, including a floor plan with a lesser number of bedrooms.

The term of the Lease begins on **August \_\_, 2016** and ends on **July 31, 2017** at 1:00 P.M., unless terminated sooner as provided herein (hereinafter 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 the same city or region as the Neighborhood, or is unable to continue occupying the Leased Premises for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term. The Leased Premises is to be used and occupied exclusively by Tenant.

Tenant agrees to accept the Dwelling assigned to Tenant by Landlord, if the floor plan Tenant prefers is not available, a bedroom in a floorplan of equal or lesser value will be assigned to Tenant. Tenant acknowledges that while Landlord will attempt to provide a Dwelling with Tenant's preferred floor plan, Landlord cannot guaranty that Tenant will receive its preferred floor plan, including number of bedrooms, and that Tenant agrees to accept whichever floor plan it is assigned.

Neither Landlord nor its property manager, Breckenridge Property Management 2014, LLC (hereinafter "Agent"), shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Leased Premises to Tenant at the commencement of the Term. If Landlord's inability to deliver the Dwelling is a result of act of God, war, acts or regulations of governmental authorities materially and adversely affecting the sale or transportation of material, supplies or labor and strikes, lockouts and other labor disputes, and inclement weather, then the date of commencement will be extended day-to-day; provided, however, that there shall be no extension of the Term.

**Tenant agrees to only occupy bedroom shown on the Notification Letter sent from Agent. Tenant is not permitted to take possession of any other bedroom with or without permission from roommates or other tenants. Occupying a bedroom other than that shown on the Notification Letter is considered a breach of the Lease and subject to a \$500.00 fine plus any damages related to the illegal possession and subject to termination of the Lease.**

2. **RENT:** Tenant, in return for the use and occupancy of the Leased Premises and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the total rent owed for the Term of \$\_\_\_\_\_ payable in 12 equal installments (each an "Installment") of \$\_\_\_\_\_, which shall be paid in advance, without notice, demand, offset or reduction (the "Rent"). While Landlord has no obligation to do so and may refuse to do so, Landlord may accept partial payment of Tenant's Rent or other payment obligations, but if it so elects, Landlord does not waive its right to collect and demand the payment of the remainder of such obligations or enforce Tenant's default hereunder due to failure to pay such amounts in full. **Tenant hereby acknowledges that the Term of this Lease is less than a full calendar year, and the Rent has been allocated into 12 equal installments and is not based on a daily or calendar month basis.** The first installment of Rent shall be due on August 1, 2016 and each subsequent installment shall be due and payable on the first day of each month. The last installment of Rent shall be due on July 1, 2017. **All payments must be made via the internet through Landlord's Resident Portal. Tenant and any Guarantor acknowledge and understand Landlord may refuse other forms of payment, subject to Prevailing Law.** Tenant and Guarantor acknowledge Landlord will not waive late fees for any payments due to failure of such parties understanding how to submit payments through the Resident Portal and therefore Tenant and Guarantor are encouraged to be familiar with the Resident Portal prior to the date the first Rent payment is due.

If Rent is not timely paid, Landlord reserves the right to require Tenant to pay all Rent and late fees by certified funds through the Resident Portal.

3. **LATE FEES:** If Rent is not paid prior to the end of the fifth day of each calendar month, regardless of holiday or office closures, Tenant shall pay an initial late charge equal to the greater of: a) \$15.00 or b) 5% of the installment amount. Tenant acknowledges that the late fees provided for in this paragraph are a reasonable estimate of uncertain damages to Landlord as a result of Tenant's failure to timely pay rent and that such actual damages are incapable of precise calculation. All fees and deadlines herein shall be subject to any limits under Prevailing Law (as defined in Section 36 below).

**Acceptance of Rent after the due date shall not be considered a waiver or relinquishment of any of Landlord's other rights and remedies.**

Tenant shall pay Landlord a charge of \$25.00 for any item returned to Landlord for non-sufficient funds, or if said item otherwise fails to clear the issuer's bank, including, but not limited to, incorrect bank information or input error. 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 item's failure to clear. In the event that Tenant submits more than one item that is returned for non-sufficient funds, Landlord may, at its option, require Tenant to pay all future Rent by certified funds through the Resident Portal.

Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due; provided, however, Landlord shall give Tenant at least 5 days' advance notice in the event such election is made by Landlord. Tenant shall not make any payments in "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, subject to Prevailing Law, any payment received by Landlord will first be applied to any outstanding charges other than Rent or utilities ~~(including, but not limited to cleaning service charges, insufficient fund charges)~~ incurred by or on behalf of Tenant prior to applying the same to the current Rent installment 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. Your Rent does not include your electric bill, which will be paid separately from your Rent.

4. **ADMINISTRATIVE FEE & SECURITY DEPOSIT:** Unless specifically waived in writing by Landlord, Tenant shall pay, at the time of application for residency, a non-refundable administrative fee of \$150.00 ("Administrative Fee"). Failure to pay the Administrative Fee will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. Tenant understands that the Administrative Fee is separate from, and in addition to, any applicable pet deposit, pet fee or other fees.

Landlord may elect to require Tenant to deposit with Landlord a security deposit (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. Failure to pay the Security Deposit, if required, will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. Tenant may not deduct any portion of the Security Deposit from Rent or other charges due to Landlord. 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 or for any other reason permitted under Prevailing Law, and Tenant shall replace such amounts used within 10 days' notice from the Landlord. Upon expiration or earlier termination of this Lease, and upon surrender of the Leased Premises to Landlord pursuant to the conditions set forth in this Lease, Landlord shall give Tenant reasonable notice of the time and date Landlord intends to inspect the Leased Premises. Within 30 days of such expiration or termination (or any shorter period required under Prevailing Law), the Security Deposit or any portion remaining unapplied (without any interest unless required by Prevailing Law) shall be returned to Tenant along with an itemized list of damages for which all or a portion of the Security Deposit was applied. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Leased Premises, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to repossess the Leased Premises 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 Dwelling and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Dwelling. Each Tenant shall be jointly and severally liable for animal violation charges, missing smoke detector or carbon monoxide alarm batteries, and damages to the common areas in the Dwelling if Landlord cannot in its sole and exclusive judgment, ascertain the identity of who was at fault. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable pet deposit, pet fee or other fees. Damages, charges and fees due as a result of redecoration, a pet, or otherwise may be deducted from the Security Deposit.

Smoking of any kind within the Dwelling will result in an automatic forfeit of the Security Deposit as well as additional charges to cover cost of smoke odor removal and other damages.

Should Tenant execute a renewal lease or transfer to another Dwelling in the Neighborhood, the Security Deposit will be held until the termination of the final lease term. An inspection will be performed by a representative of Agent between lease periods or after Tenant has transferred to the new Dwelling. Tenant will be responsible for the immediate payment of any damages at this time.

Security Deposit refund checks that have not been deposited by Tenant after 180 days, due to incorrect mailing address, negligence on behalf of the Tenant, or any other reason, will be voided after 180 days.

5. **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"), who meets Landlord's then-current Guarantor requirements, which will cause the Guarantor to be jointly and severally liable with Tenant for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease (but has no obligation to exercise such right), in the event such Guaranty is not fully executed and returned within seven (7) days from the date of execution of this Lease by Tenant, and may exercise such right at any time after such 7 day period through the date Tenant is scheduled to take possession of the Leased Premises. Tenant acknowledges Landlord could deliver notice of its right to terminate the Lease as described herein in accordance with the Notice Section of this Lease and may exercise such right for any or no reason, including, without limitation, due to additional leases being received with guarantors provided. When Landlord has determined that one or more Guarantors are required, and Tenant appears on the date Tenant is scheduled to take possession without having a valid, fully executed Guaranty Agreement, acceptable to Landlord, Landlord may, in its sole discretion, elect to: a) exercise Landlord's right to terminate this Lease at such time and not permit Tenant to move-in to the Dwelling; or b) waive such obligation, and permit Tenant to take possession of the Dwelling without such Guaranty Agreement; or c) permit Tenant to move-in to the Dwelling subject to additional conditions established by the Landlord from time to time; or d) enforce this Lease, including Tenant's obligations to pay Rent hereunder and not provide Tenant possession of the Leased Premises until Tenant satisfies the condition precedent of providing a binding Guaranty from a Guarantor meeting Landlord's requirements. Tenant hereby acknowledges that Landlord would suffer significant expenses to evict a tenant who fails to pay Rent after providing possession and recognizes that the condition precedent of having a Guaranty prior to being provided possession is reasonable. If Tenant enters this Lease without having a Guaranty, Tenant acknowledges Tenant will remain liable for the Rent even if Tenant is not permitted to possess the Leased Premises due to a failure of the condition precedent of providing a Guaranty, subject only to Landlord's duties under Prevailing Law to mitigate damages. **TENANT FURTHER ACKNOWLEDGES THAT TENANT SHALL HAVE NO RIGHT TO TERMINATE THIS LEASE AT ANY TIME AFTER SIGNING DUE TO TENANT'S FAILURE TO OBTAIN A GUARANTY.** 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. Tenant further consents to Landlord sharing with Guarantor, any information regarding Tenant in Landlord's possession, including but not limited to, breaches of the Lease, termination of the Lease and the reasons therefore, and any incidents involving Tenant within the Neighborhood (the foregoing however does not create any obligation of Landlord to do so). **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 or from the legal and binding nature of this contract. It is understood by Tenant that failure to return the Guaranty document does not release Tenant from his or her responsibilities and obligations for the entire Term of this Lease.**

**IF THIS LEASE IS RENEWED BY TENANT, WHETHER IN THE DWELLING OR ELSEWHERE IN THE NEIGHBORHOOD, GUARANTOR SHALL REMAIN LIABLE UNDER ITS GUARANTY FOR ALL OF TENANT'S OBLIGATIONS UNDER THE RENEWED LEASE. ANY RENEWAL OF THE LEASE BY TENANT ON OR BEFORE AUGUST 1, 2021, SHALL RENEW THE OBLIGATIONS OF GUARANTOR SUBJECT TO ANY LIMITATIONS UNDER PREVAILING LAW. IF THE RENEWAL LEASE INCLUDES INCREASED MONTHLY**

RENTAL OR OTHER FINANCIAL TERMS, THEN GUARANTOR'S LIABILITY UNDER ITS GUARANTY SHALL LIKEWISE INCREASE, SUBJECT TO ANY LIMITATIONS UNDER PREVAILING LAW.

6. **UTILITY SERVICES:** Tenant shall be liable for paying for any and all utility or service charges in the manner described herein. Monthly charges with respect to electric utility services will be divided among all Tenants in the apartment, based on the number of occupants and number of days of occupancy in the billing period, and presented to Tenant by Landlord's third party billing provider (the "Utility Servicer"). Monthly charges with respect to water utility services will also be divided among all Tenants in the apartment, based on the number of occupants and number of days of occupancy in the billing period, and presented to Tenant by the Utility Servicer. Tenant's pro-rata share of such charges shall be billed monthly as Tenant's electric bill. Tenant's electric bill is not a part of Tenant's Rent and will be paid separately from Rent. Tenant shall have 25 days to pay any amounts, after which Landlord may assess a late fee of 1% of the amount in arrears. Such obligations will exist for the entire Term of this Lease whether or not Tenant occupies the Dwelling. The electric services will be ~~sub-metered~~direct metered and the water/sewer will be ~~direct-metered~~sub-metered. Landlord shall also charge a \$5.00 fee per month to Tenant for the valet trash collection service provided to the Dwelling, which will be billed and collected by the Utility Servicer.

Each tenant of the Dwelling, including Tenant, is required to enter into an agreement Utility Servicer (which may change from time to time) for dividing and billing the utilities among the tenants of the Dwelling and which includes a monthly administration processing fee not in excess of ~~\$3,755.00~~ per invoice per Tenant. Tenant acknowledges that if any tenant in the Dwelling fails to sign up with the Utility Servicer, then the tenants of the Dwelling must change all utilities into their name and be responsible for paying all utility or service charges directly to the utility provider. Should Tenant or Tenant's roommate not fulfill this obligation to either sign an agreement with Utility Servicer or transfer services before the lease Term commencement or cause it to be transferred back into Landlord's name before surrendering the Dwelling, Tenant will be liable for a ~~\$50 charge~~ plus the actual ~~or estimated~~ cost of the utilities used while the utility should have been connected in Tenant's name or that of a roommate.

Landlord will provide cable, internet, lawn care and landscaping. Landlord and Agent make no representations and hereby disclaim any and all warranties expressed or implied with respect to the services, including, without limitation, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord or Agent, whether in writing or otherwise, except as otherwise explicitly included in this Lease Agreement, or in in written documentation otherwise signed by the parties hereunder. Further, to the extent permitted by Prevailing Law, neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services, or for the malfunction of machinery or appliances serving the Leased Premises, Dwellings or any part of the Neighborhood. Neither Landlord nor Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Neighborhood. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire, or other natural damages, 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 ANY GUEST OR INVITEE OF TENANT.**

7. **INSURANCE:** Tenant acknowledges and agrees that: (A) Landlord has not and will not insure any personal or other property of Tenant located within the Dwelling, Neighborhood or otherwise at or upon the Leased Premises at any time during the Term; (B) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; (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; and (D) Tenant is responsible for understanding the exclusions of any policy Tenant obtains, including flood and water damage. **Therefore, Landlord requires that Tenant obtain renter's insurance or other available similar insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents, and neither Landlord nor Agent shall have any liability with respect to the same. Such insurance shall provide minimum coverage of Ten Thousand Dollars (\$10,000) for personal property ("Property Coverage") of Tenant and One Hundred Thousand Dollars (\$100,000) of personal liability ("Liability Coverage"). Tenant shall name the Landlord as an additional insured on such coverage and such coverage shall require a waiver of subrogation in favor of the Landlord.** In addition to treating the failure to obtain the foregoing insurance as a breach of the Lease, Landlord may obtain Liability Coverage insurance on behalf of Tenant and charge Tenant for (a) the cost of such insurance and (b) an additional administrative fee of \$5

per month for doing so, such amounts shall be considered part of Tenant's Rent. If Landlord elects to obtain such coverage on Tenant's behalf, the Tenant would be the insured under such policy and Landlord shall provide a certificate evidencing such coverage to Tenant. Tenant acknowledges and agrees if Landlord obtains such insurance that it may not include any Property Coverage and waives any claims against Landlord related to the provided insurance due to Tenant's failure to obtain on Tenant's own.

8. **TENANT TERMINATION:** Tenant shall not be entitled to terminate this Lease. Subject to the requirements described in Section 16, Tenant may only be released after a Completed Reassignment (as defined in Section 16). Tenant understands that other than after a Completed Reassignment, Tenant will be responsible for payment for the entire Term of this Lease. Nothing in this paragraph or Lease shall obligate Landlord to release Tenant from its obligations under the Lease.
9. **MILITARY PERSONNEL CLAUSE:** Tenant's ability to terminate this Lease due to military service shall be governed by the Servicemembers Civil Relief Act (SCRA) and other Prevailing Law (including North Carolina General Statutes Section 42-45). For example, Tenant may terminate this Lease if Tenant enlists or is drafted or commissioned in the U.S. Armed Forces. Tenant may also terminate this Lease if Tenant is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President and Tenant receives orders for permanent change-of-station, receives orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or are relieved or released from active duty.

This Lease will not be terminated until after Tenant delivers to Landlord Tenant's written termination notice along with a copy of Tenant's military orders, permanent change-of-station orders, call-up orders or deployment orders, at which time this Lease will be terminated on the earliest date Landlord is required to terminate under the SCRA or North Carolina General Statutes Section 42-45. Permission for military base housing does not constitute a permanent change-of-station order.

10. **PETS:** A Pet Addendum signed by the Tenant that owns the pet, and signed by the Landlord must be in place prior to allowing the pet to enter the Dwelling in addition to all required fees and deposits. Authorization by all Dwelling roommates must be made either in writing or through preferences made during the application process and delivered to Landlord. **Pets are not allowed without a signed Pet Addendum and written authorization signed by all Dwelling roommates.** Owners of animals in violation of the pet policy or who have not signed a Pet Addendum, paid a \$250 pet fee, and paid a \$250 pet deposit will be charged a one-time \$100 pet violation charge per animal, and may be also be charged an additional \$10 per day per animal, from the date the animal was brought into the Dwelling until the date the animal is removed or the date Tenant meets all applicable requirements, including submittal of the Pet Addendum and payment of the pet fee and pet deposit. Tenant must immediately remove any unauthorized pet that is not subsequently approved by Landlord or authorized by the roommates in the Dwelling.
11. **RELOCATION:** Landlord reserves the right, upon five (5) days' advance written notice when possible, to relocate Tenant to another Leased Premises in the Neighborhood of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. To the extent such relocation is initiated by Landlord and is not a result of damage to the Dwelling as contemplated in Section 20 or a roommate conflict issue, Landlord shall offer reasonable assistance to Tenant in moving Tenant's personal property to such new Dwelling, though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion. Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any separate expenses incurred by Tenant in relocating to another Dwelling. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease. For any relocation requested by Tenant approved by Landlord, Tenant shall be responsible for all moving expenses and payment of any applicable relocation fees then charged by Landlord. In the event of any relocation, whether initiated by Tenant or Landlord, this Lease shall be automatically amended as to make the "Dwelling" the new Dwelling. The five (5) day relocation notice described in this Section 11 is not required in the event the Dwelling is not delivered on time as discussed in Section 1 of this Agreement.
12. **CONDITION OF LEASED PREMISES AND DWELLING AND WAIVER OF WARRANTY:** Tenant hereby acknowledges that, upon Tenant taking possession of the Leased Premises at the beginning of the Term, Tenant will be deemed to have accepted the Dwelling in its "as is" present condition with no warranties of any kind concerning the

condition or character of the Dwelling except as expressly required by Prevailing Law; and Tenant agrees that the Dwelling and its applicable fixtures, furniture, furnishings and appurtenances are clean, undamaged and in good working order and in fit and habitable condition, except as otherwise specifically noted on the Unit Condition Form which must be completed by Tenant within 24 hours of taking possession of the Dwelling through the Resident Portal. Failure to submit the Unit Condition Form within such timeframe shall be deemed acceptance that the Dwelling and Leased Premises are in good condition and that Tenant has received all Issued Items (as defined in Section 13). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY WAIVES HIS OR HER RIGHT TO OBJECT TO: (I) THE PHYSICAL OR AESTHETIC CHARACTERISTICS OF THE DWELLING, ITS FLOOR PLAN OR ITS LOCATION WITHIN THE NEIGHBORHOOD, AND (II) ANY AND ALL EXISTING CONDITIONS, VICES OR DEFECTS OF THE NEIGHBORHOOD.

13. TENANT'S OBLIGATIONS AND RESPONSIBILITIES: Tenant, at its sole expense, agrees to keep and maintain the Dwelling 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. 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 Dwelling, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements, or additions built, constructed or placed on the Dwelling by Tenant with Landlord's consent shall be made in accordance with Prevailing Law, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Dwelling at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Dwelling by Tenant without Landlord's written consent may be removed by Landlord and the Dwelling may be restored to its original state, reasonable wear and tear excepted, all at the Tenant's sole expense; and such expense shall constitute additional rent hereunder.

Tenant shall also (i) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety and is responsible for understanding all such obligations; (ii) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises; (iii) not deliberately or negligently destroy, deface, damage, impair or remove any part of the Dwelling or Neighborhood, or knowingly, recklessly or negligently permit any person to do so; (iv) conduct himself or herself and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the Neighborhood; and (v) to the extent Tenant has any firearms in the Dwelling, maintain any and all applicable licenses or permits related thereto.

Tenant will keep the sinks, lavatories, commodes and all other plumbing free of any obstructions 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. **All costs associated with any Tenant-caused malfunction or flooding will be charged back to the Tenant.**

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, governmental fines, fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead and attorneys' fees made necessary by, or resulting from any of the following: (a) any destruction, defacement, impairment or removal of any part of the Dwelling or Neighborhood 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; and (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) constituting additional rent hereunder; and (c) any and all destruction, defacement, impairment or removal of any part of the Dwelling by Tenant and/or Tenant's guests and visitors.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) unless otherwise permitted by the Rules and Regulations, 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, displaying, discharging, or possessing a firearm, knife, or other weapon that may threaten, alarm or intimidate others or roommates; (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 Neighborhood is located, or (e) engage in any other illegal activities. It is understood and agreed that a single violation of this section shall be a default of the Lease.

Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Dwelling as if Tenant engaged in such acts or omissions himself or herself.

It is understood that Tenant will be occupying the Dwelling jointly and is jointly liable for any damages to the structure of the Dwelling (including by failure to comply with any occupancy restrictions in the Rules and Regulations), common areas of the Dwelling and its fixtures, furniture, furnishings, appurtenances, walls, ceilings, floors, carpets and doors, both interior and exterior (other than as reported timely under Section 20). Tenant acknowledges that Landlord need not prove which Dwelling tenant(s) caused such damage to assess liability to all tenants of the Dwelling. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Dwelling or the Neighborhood. Tenant shall promptly report to Landlord any repairs that need to be made to the Dwelling.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Dwelling is expressly reserved for Tenant only, and any persons occupying the Dwelling as a guest for more than 3 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 Dwelling by an unauthorized guest in excess of said 3 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant 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, amenity wrist bands, parking decals, electronic access devices, and/or electronic access codes, or any other issued item granting Tenant or his or her guests access to the Dwelling, Neighborhood or its amenities (the "Issued Items") which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties unless specifically permitted under the Rules and Regulations (such as a guest wrist band) 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.

14. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with roommates, Tenant's guests or invitees, or with any other tenants that reside in the Neighborhood. 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 any other cause; 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) 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 NEIGHBORHOOD, RESULTING FROM ANY ACTS OR OMISSIONS OF TENANT OR TENANT'S GUESTS OR INVITEES IN AND AROUND THE NEIGHBORHOOD; OR (II) TENANT'S FAILURE TO PERFORM ANY COVENANT THAT TENANT IS REQUIRED TO PERFORM UNDER THIS LEASE, INCLUDING, WITHOUT LIMITATION, FAILURE TO MAINTAIN THE REQUIRED RENTER'S INSURANCE. 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 ANY OTHER PERSON IS AT FAULT AND SHALL INCLUDE ALL LEGAL LIABILITIES ARISING WITHOUT FAULT.** All personal property placed or kept in the Dwelling, 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.

15. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant shall not unreasonably withhold consent to the Landlord, Agent, or their respective agents, employees or representatives to enter the Dwelling, with or without Tenant's presence, at reasonable hours, 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 Dwelling to prospective tenants or purchasers. No such prior notice shall be necessary if Landlord has reasonable cause to believe Tenant has abandoned the Dwelling. No notice or consent shall be necessary in the case of emergency or in making a repair requested by Tenant.
16. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Dwelling, 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 Dwelling without the prior written consent of Landlord shall be null and void and shall be a default under this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 16 or as consent by Landlord to any subsequent assignment, subletting or transferring. Tenant will not be released from his or her obligation until a replacement Tenant has completed all necessary paperwork, met all criteria of Landlord (including, but not limited to, credit requirements of proposed applicant and/or his or her guarantor, criminal background check, rental history, etc.), paid all applicable fees in full including, but not limited to a \$250 non-refundable reassignment fee, has been approved by Landlord in its sole discretion, and replacement Tenant has taken legal possession of the Dwelling (hereinafter a "Completed Reassignment"). Tenant understands that if he or she does not secure a replacement, Tenant will be responsible for payment for the entire Term of this Lease. Landlord is under no obligation to locate a replacement Tenant and the burden rests solely on Tenant to pursue such request. In the event that Tenant shares the Dwelling with roommate(s), should Tenant or Tenant's roommates decide to reassign his or her lease, Tenant agrees to accept a roommate obtained through the reassignment. Roommates' approval(s) is/are not necessary to execute the reassignment.

Landlord shall have the right to assign this Lease to another party if the Neighborhood is sold by Landlord and Landlord shall be released from all obligations contained herein.

17. **USE OF DWELLING; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Dwelling as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable Prevailing Law and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Dwelling to be used in any manner that could or does result in any damage to the Dwelling. 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.
18. **NO RELIANCE ON SECURITY SYSTEMS, DEVICES OR MEASURES; INTERNET ACCESS & CABLE:** Tenant acknowledges that Landlord makes no representations, either written or oral, concerning the safety of the Neighborhood in which the Dwelling is located or the effectiveness or operability of any security devices or measures in the Neighborhood. Landlord neither warrants nor guarantees the safety or security of Tenant or Tenant's guests or invitees against any criminal or wrongful acts of third parties. Landlord may, at its sole option, employ courtesy officers who may reside in the Neighborhood. It is expressly understood and agreed that the providing of courtesy officers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to ensure, 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 Neighborhood. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. These devices are not monitored on a 24 hour basis and are not designed to provide personal security services. Tenant agrees to comply with the security procedures and response actions set forth in the Aspen Rules and Regulations. Tenant acknowledges and agrees that security systems, devices or measures, including, but not limited to, intrusion alarms, access gates (where applicable), keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices may fail, become inoperable when damaged, or be thwarted by criminals or by electrical or mechanical malfunctions. Tenant agrees to immediately notify Landlord of any malfunctions involving locks, doors, windows, latches, carbon monoxide detectors and smoke detectors. Any charges resulting from the use of any intrusion alarm will be charged to Tenant, including, but not limited to, false

alarms with police, fire or ambulance response, and required city permits or charges. In the event, Tenant chooses to have the intrusion alarm monitored, Tenant must make arrangements with an independent company to activate and monitor the alarm system. In such case, Tenant must provide Landlord with the alarm code and any special instructions for lawful entry into the Dwelling when no one is there. For Neighborhoods with access gates, Tenant agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Tenant's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Tenant's code, card or other entry mechanism to anyone else; and not tampering with the gate). Neither Landlord nor Agent have any duty to maintain or repair the gate or fencing and Tenant acknowledges to aid ingress/egress from the Neighborhood, including during peak hours, Agent may leave the gate open at certain periods.

Landlord makes absolutely no warranties whatsoever with respect to the internet access, cable television or any other services provided hereunder, and specifically disclaims any and all warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose. Tenant acknowledges that the internet access ("Internet Access") is provided by third parties to Landlord. Use of the Internet Access and cable television and their operation may be subject to events over which Landlord has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages. Tenant has sole responsibility for ensuring the security of its computer equipment, software, and data. Landlord does not provide any security or protection against unauthorized access to Tenant's computers, software, or data via the internet, or from viruses or other acts by third parties which may be committed via the internet. Cable television lineups and channels included may change at any time without notice during the Term.

19. **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 (other than charges for resold electric service, including associated late payment and returned check charges); (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in his or her Rental Application; (iv) Tenant discontinues the use of the Dwelling 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 Neighborhood, 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 Dwelling or sent electronically); (vi) Tenant is or becomes a convicted sex offender; (vii) Tenant is arrested for any criminal offense involving actual or potential harm to a person, stalking, harassment or involving possession, manufacture, or delivery of a controlled substance or illegal drugs or a restraining order or other protective order is issued against Tenant; (viii) any illegal drugs are found in the Dwelling or any illegal activity is conducted in the Dwelling or within the Neighborhood; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; (x) Tenant participates in violent action that causes danger or damage to persons or property while in the Neighborhood; (xi) Tenant abandons or vacates the Dwelling prior to the expiration of the Term; (xii) Tenant fails to move in within seven (7) days of the Term commencing unless Tenant provides notice to Landlord and has paid the initial Rent installment; or (xiii) Tenant fails to provide the Guaranty within seven (7) days of signing this Lease. 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. **Landlord may terminate Tenant's right of occupancy at the earliest opportunity permitted under Prevailing Law.** Tenant shall be liable for all costs, fees and damages incurred by Landlord in exercising its default rights, and such actions 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.

It is intended that Landlord's remedies shall be as broad as permitted under Prevailing Law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Dwelling or Neighborhood; (b) the right to accelerate the then entire unpaid balance of the Rent for the Term then remaining, or, the right to stand by and collect rental payments as they become due; (c) the right to terminate Tenant's right to occupy the Leased Premises to the fullest extent permitted by Prevailing Law; or (d) the right to sublease and rent the Leased Premises for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions); second, to the cost of repairing any

damage to the Dwelling or Neighborhood, and third, to the Tenant's rental obligations hereunder, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. 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. Landlord remedies for nonpayment of electric charges are governed by the North Carolina Utilities Commission.

Following a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder, and all fees and costs including without limitation court costs and attorneys' fees connected therewith shall be paid by Tenant to the extent permitted by Prevailing Law. Any rentals or damages which remain unpaid after default shall bear interest at the rate equal to the lesser of fifteen percent (15%) per annum compounded quarterly, or the highest rate allowable under Prevailing Law.

Tenant will also be liable to Landlord for a re-leasing charge of 85% of the highest Installment during the Lease Term if:

- (1) Tenant fails to move in, or fails to give written move out notice as required in this Lease; or
- (2) Tenant moves out without paying rent in full for the entire Lease term or renewal period; or
- (3) Tenant moves out at Landlord's demand because of Tenant default or is locked out; or
- (4) Tenant is judicially evicted.

*The re-leasing charge is not a cancellation fee and does not release Tenant from its obligations under this Lease Agreement.* Tenant agrees that the re-leasing charge is a reasonable estimate of damages including Landlord's time, effort, and expense in finding and processing a replacement and that the charge is due whether or not Landlord's re-leasing attempts succeed. The re-leasing charge does not relieve Tenant from continued liability for future or past due rent; charges for cleaning, repairing, repainting, or unreturned Issued Items, or other sums due.

20. **DAMAGE TO THE DWELLING:** In the event the Dwelling is either partially or completely destroyed by fire or other disaster, Landlord may at its sole discretion and without liability to Tenant (including Rent credits): (i) elect to terminate this Lease, (ii) relocate Tenant to an alternate Dwelling in accordance with this Lease, or (iii) repair/rehabilitate the Dwelling. If the election to rehabilitate or repair is made, Tenant's rent shall be pro-rated so Tenant does not pay for the period when Tenant cannot occupy the Dwelling (or alternative Dwelling if provided by Landlord). If Landlord elects to relocate Tenant to an alternate Dwelling, Tenant agrees this Lease will continue in full force and effect and Tenant shall have no right to terminate this Lease due to the substantial impairment of the initial Dwelling. If the Dwelling is not rehabilitated or repaired within a reasonable time frame of the fire or other disaster this Lease will terminate at the discretion of Landlord. 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 Dwelling 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. Each Tenant shall be jointly and severally liable for animal violation charges, missing smoke detector alarm batteries, and damages to the common areas in the Dwelling if Landlord cannot in its sole and exclusive judgment, ascertain the identity of who was at fault.

**Should any vandalism occur that causes damage to the Dwelling, Tenant shall report said vandalism to local authorities within 24 hours and provide Landlord with the filed police report within one week of the incident, or Tenant will be held responsible for payment for any damage caused to the Dwelling.**

21. **PARKING AND COMMON AREAS:** Various areas of the Neighborhood are designated and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, swimming pool, 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 those persons committing the acts. The unavailability of such areas shall not be a violation of this Lease.

Parking is allowed only in designated parking areas. Unlawfully parked cars will be towed or disabled through a "boot" or similar device at owner's expense. Tenant may be subject to fines under the Rules and Regulations for violating the Neighborhood parking rules.

Landlord does not permit any packages or deliveries to be left with Landlord, Agent or their employees, including in the Neighborhood clubhouse. If Tenant will have any valuable deliveries, Landlord recommends Tenant to schedule with the courier to require a signature receipt. Tenant acknowledges Landlord is not liable for the theft or loss of any packages or deliveries left at the Dwelling for Tenant by any courier.

22. CHECK-IN AND CHECK-OUT PROCEDURES: Tenant shall conduct a walk-through inspection and complete the Unit Condition Form on the Resident Portal within 24 hours of taking possession of the Dwelling noting any conditions observed or Issued Items not issued, whether or not Landlord agrees to repair or remedy same.

Before surrendering possession of the Dwelling, Tenant must give Landlord 30 days' 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.

It is understood and agreed that Tenant's failure to follow the appropriate check-out procedures and to return all Issued Items to Landlord may result in charges to Tenant for the unreturned Issued Items.

Subject to Prevailing Law, if Tenant fails to relinquish possession of the Leased Premises 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 (a) an amount equal to the lesser of \$300.00 per day or the maximum amount allowed by Prevailing Law ("Holdover Fee") beginning at the time the Term ends and (b) Landlord's reasonable attorneys' fees; and (c) any consequential damages suffered by Landlord as a result of Tenant's failure to vacate the Leased Premises, including, without limitation, the loss of another potential tenant waiting to receive possession of the Leased Premises but is unable to do so by virtue of Tenant's failure to vacate. Tenant acknowledges that the fees described in the preceding sentence are an effort to calculate Landlord's damages for a hold over which are difficult to ascertain and such fees are not a penalty. Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant checks out of the Dwelling and removes all personal property from same. Furthermore, Landlord, at its sole election, may elect to deem any failure to vacate the Leased Premises as an election by Tenant to renew this Lease at the then market rental rate for the Leased Premises.

23. TENANT'S DUTIES UPON EXPIRATION OR TERMINATION: On or before the expiration or termination of this Agreement, and in addition to, and not in lieu of the other duties and obligations under this Agreement, 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 of the Term. If Tenant vacates the Dwelling 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.
2. Immediately vacate the Dwelling at the time of said expiration or termination.
3. Return the Dwelling to Landlord in substantially the same or better condition as the Dwelling existed when Tenant took possession, reasonable wear and tear excepted, 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. The Dwelling should be left in move-in ready condition without the need of additional make-ready services. **A \$35.00 non-refundable Restoration Fee will be charged to Tenant to offset the cost of basic carpet cleaning services and will be billed with the last Installment.** Any additional stain removal, carpet repair, and/or replacement charges will be an additional charge as provided for in the damages section herein.

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 Issued Items to the Dwelling to Landlord's Neighborhood office.
6. Remove all personal property of Tenant's, or Tenant's guests, 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 paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Paragraph 4 above, and, any and all actual and consequential damages as permitted by Prevailing Law.

24. FAILURE TO VACATE: TENANT ACKNOWLEDGES AND AGREES THAT IF TENANT FAILS TO VACATE AS PROVIDED HEREIN THAT THE LANDLORD'S DAMAGES COULD BE SUBSTANTIAL INASMUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE DWELLING TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT. TENANT SHALL BE LIABLE FOR ALL SUCH DAMAGES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL.
25. RULES AND REGULATIONS: Tenant understands and agrees that Tenant is subject to the rules and regulations of the Neighborhood (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 been provided with a copy of the Rules and Regulations, 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.
26. RENTAL APPLICATION: Tenant represents and warrants to Landlord that all information provided by Tenant to Landlord on the rental application whether in written or electronic form is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Dwelling 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, to the fullest extent permitted by Prevailing Law.
27. DISCLOSURES: 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, creed, color, ancestry, religion, sex, national origin, familial status, marital status, sexual orientation, disability or handicap. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, including future prospective landlords, Landlord may provide it.
28. MOLD AND MILDEW: Tenant agrees to regularly inspect the Dwelling 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 Dwelling so that Landlord can remove mold and mildew from those areas. Tenant agrees to clean and remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Tenant agrees that after bathing, Tenant shall: (1) wipe moisture off of shower walls, shower doors, the bathtub and bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; (3) hang up Tenant's towels and bath mats so they dry completely and (4) leave any bathroom fan on for at

least thirty minutes after completion of activity. For small amounts of mold and mildew on non-porous surfaces (such as ceramic bathroom tiles, vinyl flooring, wood or plastic), Tenant agrees to clean and remove the mold and/or mildew using soap (or detergent) and water, letting the surface dry and then using within 24 hours a spray-on-type household biocide, such as Pine-Sol Disinfectant, Lysol Disinfectant or Tilex Mildew Remover following the instructions of such product. No water beds are permitted in the Dwelling.

29. **SHUTTLE WAIVER:** In the event any shuttle service is offered, it is offered as a courtesy to Neighborhood tenants and Tenant hereby agrees and acknowledges that if Tenant elects to use a shuttle service to and/or from the Neighborhood and/or Tenant's Dwelling, Tenant shall use such shuttle service at Tenant's own risk. Tenant hereby agrees and acknowledges that in the event of any loss, injury or damage suffered during or in connection with Tenant's use of any such shuttle service, Tenant shall look solely to the direct provider of such shuttle service (i.e., the shuttle service company) and Tenant shall not initiate any action against Landlord or Agent, or any of their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors or assigns. Tenant acknowledges that while such shuttles may be branded as Aspen under a licensing agreement, such shuttles are not operated by Landlord, Agent or its affiliates. Any shuttle service company reserves the right to refuse shuttle service to and/or remove from the shuttle any residents or non-residents who show signs of violent or disruptive behavior. Tenant shall have no claims for rent credit or otherwise against Landlord or Agent for any temporary or long-term interruption of shuttle service or discontinuation of such service. Open containers of alcoholic beverages of any type are strictly prohibited on any shuttle vehicles.
30. **TEXT MESSAGE AGREEMENT:** In order to facilitate clear communication, Landlord may send out important text messages regarding shuttle service, gate function, etc. via text message. By signing this agreement, Tenant authorizes Landlord to send said messages.
31. **PEST CONTROL:** Tenant agrees to report any pest issues to Landlord for necessary remediation. It is the responsibility of the Tenant to keep the Dwelling 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 Dwelling, Tenant agrees to inspect the house for fleas, bedbugs and termites to the best of Tenant's ability. Tenant shall notify Landlord prior to move-in if Tenant has recently lived anywhere that had a bed bug infestation and Landlord may require Tenant to have all furniture or other personal property of Tenant inspected by a pest control specialist prior to move-in at Tenant's expense. After Tenant has returned the Unit Condition Form, and if Tenant has not made mention of the aforementioned pests, Tenant will be responsible for all costs associated with pest control for the Dwelling. If Landlord confirms the presence or infestation of bed bugs after Tenant vacates the Dwelling, Tenant may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other Neighborhood residents in order to treat adjoining or neighboring dwellings to the Dwelling, Tenant may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.
32. **CO-ED ROOMMATE ASSIGNMENTS & SHARED ROOM ASSIGNMENTS:** If Tenant selects co-ed option in preferences in the application process, such selection indicates his or her acceptance of co-ed roommate placement, Tenant hereby releases the Landlord of any liabilities related to problems or conflicts that may arise with roommates, roommates' guests, licensees, or invitees, or with any other residents that reside at the Neighborhood. If the Tenant has indicated he or she does not agree to a co-ed selection, Tenant understands that should Tenant ever have roommate conflicts that require Tenant to transfer to a different Dwelling, if available, Tenant may only be moved to a Dwelling that does not have roommates of the opposite gender.

If two Tenants desire to share the Leased Premises, they must first gain written approval from Landlord, sign all related addenda, and pay all applicable administration fees, then such Tenants will enter into a single Lease and understand that sharing the Leased Premises, subject to Prevailing Law, will increase the rental rate for the Leased Premises by \$200 per Rent installment. Tenants further understand that should a Tenant in the shared Leased Premises decide to reassign his or her portion, the remaining Tenant will have the option of living alone in the Leased Premises at the increased rate or agreeing to live with the replacement roommate. Notwithstanding anything else herein, Tenants sharing the Leased Premises, as well as their respective guarantors, are jointly and severally liable for all obligations hereunder related to



the Rent and other charges allocated to such Leased Premises. All Tenants signing a shared Lease agree that late fees, damage charges, fines, etc. will be divided equally among all Tenants.

Tenant may request Tenant's roommate(s) and/or a specific bedroom type, however Tenant is not guaranteed roommate request(s) and or the specific bedroom type, floor plan type, location in the Neighborhood, and/or specific address requested. Tenant agrees to the roommates assigned to the Dwelling by Landlord and understands that if a bedroom in the Dwelling assigned to Tenant becomes vacant, including if a requested roommate vacates or fails to move in to the Dwelling for any reason, Landlord may place a new tenant in the unoccupied bedroom in the Dwelling. Tenant is freely entering into this Lease knowing that Tenant will share the Dwelling with other tenants that may be assigned by Landlord. Further, Tenant consents to Landlord sharing Tenant's contact information with assigned roommates prior to the Term.

33. **NOTICES:** Landlord, pursuant to a separate written agreement, has designated Agent, as its agent for the purposes of managing and operating the Neighborhood, 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) with respect to any notice to Tenant, if affixed to the door of the Dwelling, or (v) 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 Tenant shall be sent to Tenant at the Dwelling 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. Other than notices related to reassignment, which shall be delivered to Agent's office in the Neighborhood, all notices to Landlord shall be sent to Aspen, 1301 S. Capital of Texas Highway, Suite B-201, Austin TX, 78746. Tenant hereby consents to receiving emails to his or her email address and cell phone contact provided by Tenant from Landlord, Agent, or their affiliates and their agents including, without limitation, and account management companies and independent contractors including any debt collections.
34. **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 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.
35. **SECURITY DEVICES AND SMOKE DETECTORS:** All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security device desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.

**Requests for additional installation, inspection, or repair of carbon monoxide detectors or smoke detectors or replacements of batteries must be in writing.** Disconnecting or intentionally damaging smoke detectors or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees.

36. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with all applicable laws, ordinances, and regulations of the state, county, province, and city in which the Neighborhood is 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 Neighborhood is located, in the City in which the Neighborhood is located, in a justice of the peace court in the district where the Neighborhood is located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Neighborhood is located and no other venue, 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. Each party further waives any right to trial by jury for any matter arising out of this Lease. Time is expressly declared to be of the essence of this Lease.

This Lease and Tenant's interest in the Dwelling are automatically subject to, and will remain at all times subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Dwelling and Neighborhood 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.

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. Landlord may assign Tenant's account and all rights and/or obligations hereunder to any third party without notice for any purpose, including collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. Tenant hereby consents to such assignment.

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" shall include Tenant's invitees or others using the Dwelling with Tenant's express or implied permission.

In the event that any part of this Lease is construed or declared unenforceable or contravenes Prevailing Law, 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 has certain rights under North Carolina General Statutes Section 42-45.1 to terminate the lease in certain situations involving domestic violence, sexual assault, or stalking.

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.

There are no oral agreements between Landlord and Tenant or Agent and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

OUR AFTER HOURS TELEPHONE NUMBER WILL BE PROVIDED AT TIME OF MOVE-IN (Always call 9-1-1 in the event of a police, fire, medical or other emergency).

ACKNOWLEDGMENT – TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY ADDENDA DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM

TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE DWELLING AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE DWELLING, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE AND ALL RULES AND REGULATIONS. 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.

[The remainder of this page intentionally left blank.]

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. TENANT ACKNOWLEDGES IT IS NOT RELYING ON ORAL AGREEMENTS, PROMISES OR REPRESENTATIONS OTHER THAN THOSE DOCUMENTED IN THIS LEASE AND AGREES HE OR SHE IS NOT RELYING ON ANY SUCH ORAL AGREEMENTS, PROMISES OR REPRESENTATIONS. TENANT ACKNOWLEDGES THAT THIS LEASE CONTAINS CERTAIN INDEMNITY OBLIGATIONS BY TENANT IN PARAGRAPHS 6 AND 14**

**TENANT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**LANDLORD:**

**Breckenridge Group CNC, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



### Aspen – Charlotte North Carolina Lease Agreement

THIS LEASE AGREEMENT (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Breckenridge Group CNC LLC ("Landlord") and Tenant (as further described below), of the LEASED PREMISES (as further described below) located in Aspen - Charlotte, North Carolina which is located at 1505 Monument Hill Road Charlotte, North Carolina 28213 (the "Neighborhood").

#### Lease Summary

**Tenant Name:** \_\_\_\_\_

**Lease Dates:** \_\_\_\_\_

**Floorplan Selection:** \_\_\_\_\_

**Administrative Fee (one-time fee):** \$ \_\_\_\_\_

**Security Deposit:** \_\_\_\_\_

**Promotion:** \_\_\_\_\_

**Rent:** \$ \_\_\_\_\_

**Furniture Package Fee (per installment):** \_\_\_\_\_

**Television Fee (per installment):** \_\_\_\_\_

**Utilities:** \_\_\_\_\_

**Rental Concession (per Installment):** \_\_\_\_\_

**Total per Installment:** \_\_\_\_\_

The first Installment is due **August 1** and each subsequent Installment is due and payable on the first day of each calendar month thereafter). Promotion and Rental Concession will only be applied if all conditions of Tenant under this Lease, including Guaranty and payment of Administrative Fee, are met within 7 days of execution of Lease.

Tenant : \_\_\_\_\_

Leased Premises: One bedroom in a multi-bedroom Dwelling (the "Dwelling") in the Neighborhood.

1. **DESCRIPTION OF LEASED PREMISES AND TERM:** Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the Leased Premises from Landlord. Tenant is choosing to lease only one bedroom, and Tenant hereby waives all rights to select his or her roommate(s) and/or the specific bedroom he or she is leasing other than listing the roommate preference on the Lease Application. Landlord cannot guaranty that Tenant will receive his or her

preferred floor plan. Should a bedroom in the floor plan Tenant has selected not be available, a bedroom in a floor plan of equal or lesser value will be assigned, including a floor plan with a lesser number of bedrooms.

The term of the Lease begins on **August \_\_, 2016** and ends on **July 31, 2017** at 1:00 P.M., unless terminated sooner as provided herein (hereinafter 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 the same city or region as the Neighborhood, or is unable to continue occupying the Leased Premises for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term. The Leased Premises is to be used and occupied exclusively by Tenant.

Tenant agrees to accept the Dwelling assigned to Tenant by Landlord, if the floor plan Tenant prefers is not available, a bedroom in a floorplan of equal or lesser value will be assigned to Tenant. Tenant acknowledges that while Landlord will attempt to provide a Dwelling with Tenant's preferred floor plan, Landlord cannot guaranty that Tenant will receive its preferred floor plan, including number of bedrooms, and that Tenant agrees to accept whichever floor plan it is assigned.

Neither Landlord nor its property manager, Breckenridge Property Management 2014, LLC (hereinafter "Agent"), shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Leased Premises to Tenant at the commencement of the Term. If Landlord's inability to deliver the Dwelling is a result of act of God, war, acts or regulations of governmental authorities materially and adversely affecting the sale or transportation of material, supplies or labor and strikes, lockouts and other labor disputes, and inclement weather, then the date of commencement will be extended day-to-day; provided, however, that there shall be no extension of the Term.

**Tenant agrees to only occupy bedroom shown on the Notification Letter sent from Agent. Tenant is not permitted to take possession of any other bedroom with or without permission from roommates or other tenants. Occupying a bedroom other than that shown on the Notification Letter is considered a breach of the Lease and subject to a \$500.00 fine plus any damages related to the illegal possession and subject to termination of the Lease.**

2. **RENT:** Tenant, in return for the use and occupancy of the Leased Premises and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the total rent owed for the Term of \$\_\_\_\_\_ payable in 12 equal installments (each an "Installment") of \$\_\_\_\_\_, which shall be paid in advance, without notice, demand, offset or reduction (the "Rent"). While Landlord has no obligation to do so and may refuse to do so, Landlord may accept partial payment of Tenant's Rent or other payment obligations, but if it so elects, Landlord does not waive its right to collect and demand the payment of the remainder of such obligations or enforce Tenant's default hereunder due to failure to pay such amounts in full. **Tenant hereby acknowledges that the Term of this Lease is less than a full calendar year, and the Rent has been allocated into 12 equal installments and is not based on a daily or calendar month basis.** The first installment of Rent shall be due on August 1, 2016 and each subsequent installment shall be due and payable on the first day of each month. The last installment of Rent shall be due on July 1, 2017. **All payments must be made via the internet through Landlord's Resident Portal. Tenant and any Guarantor acknowledge and understand Landlord may refuse other forms of payment, subject to Prevailing Law.** Tenant and Guarantor acknowledge Landlord will not waive late fees for any payments due to failure of such parties understanding how to submit payments through the Resident Portal and therefore Tenant and Guarantor are encouraged to be familiar with the Resident Portal prior to the date the first Rent payment is due.

If Rent is not timely paid, Landlord reserves the right to require Tenant to pay all Rent and late fees by certified funds through the Resident Portal.

3. **LATE FEES:** If Rent is not paid prior to the end of the fifth day of each calendar month, regardless of holiday or office closures, Tenant shall pay an initial late charge equal to the greater of: a) \$15.00 or b) 5% of the installment amount. Tenant acknowledges that the late fees provided for in this paragraph are a reasonable estimate of uncertain damages to Landlord as a result of Tenant's failure to timely pay rent and that such actual damages are incapable of precise calculation. All fees and deadlines herein shall be subject to any limits under Prevailing Law (as defined in Section 36 below).

**Acceptance of Rent after the due date shall not be considered a waiver or relinquishment of any of Landlord's other rights and remedies.**

Tenant shall pay Landlord a charge of \$25.00 for any item returned to Landlord for non-sufficient funds, or if said item otherwise fails to clear the issuer's bank, including, but not limited to, incorrect bank information or input error. 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 item's failure to clear. In the event that Tenant submits more than one item that is returned for non-sufficient funds, Landlord may, at its option, require Tenant to pay all future Rent by certified funds through the Resident Portal.

Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due; provided, however, Landlord shall give Tenant at least 5 days' advance notice in the event such election is made by Landlord. Tenant shall not make any payments in "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, subject to Prevailing Law, any payment received by Landlord will first be applied to any outstanding charges other than Rent or utilities incurred by or on behalf of Tenant prior to applying the same to the current Rent installment 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. Your Rent does not include your electric bill, which will be paid separately from your Rent.

4. **ADMINISTRATIVE FEE & SECURITY DEPOSIT:** Unless specifically waived in writing by Landlord, Tenant shall pay, at the time of application for residency, a non-refundable administrative fee of \$150.00 ("Administrative Fee"). Failure to pay the Administrative Fee will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. Tenant understands that the Administrative Fee is separate from, and in addition to, any applicable pet deposit, pet fee or other fees.

Landlord may elect to require Tenant to deposit with Landlord a security deposit (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. Failure to pay the Security Deposit, if required, will not be construed as a release of Tenant's responsibilities and obligations or from the legal and binding nature of this contract. Tenant may not deduct any portion of the Security Deposit from Rent or other charges due to Landlord. 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 or for any other reason permitted under Prevailing Law, and Tenant shall replace such amounts used within 10 days' notice from the Landlord. Upon expiration or earlier termination of this Lease, and upon surrender of the Leased Premises to Landlord pursuant to the conditions set forth in this Lease, Landlord shall give Tenant reasonable notice of the time and date Landlord intends to inspect the Leased Premises. Within 30 days of such expiration or termination (or any shorter period required under Prevailing Law), the Security Deposit or any portion remaining unapplied (without any interest unless required by Prevailing Law) shall be returned to Tenant along with an itemized list of damages for which all or a portion of the Security Deposit was applied. Tenant is responsible for furnishing Landlord, upon termination of Tenant's occupancy of the Leased Premises, with a forwarding address for all communications regarding the Security Deposit. Landlord's right to repossess the Leased Premises 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 Dwelling and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Dwelling. Each Tenant shall be jointly and severally liable for animal violation charges, missing smoke detector or carbon monoxide alarm batteries, and damages to the common areas in the Dwelling if Landlord cannot in its sole and exclusive judgment, ascertain the identity of who was at fault. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable pet deposit, pet fee or other fees. Damages, charges and fees due as a result of redecoration, a pet, or otherwise may be deducted from the Security Deposit.

Smoking of any kind within the Dwelling will result in an automatic forfeit of the Security Deposit as well as additional charges to cover cost of smoke odor removal and other damages.

Should Tenant execute a renewal lease or transfer to another Dwelling in the Neighborhood, the Security Deposit will be held until the termination of the final lease term. An inspection will be performed by a representative of Agent between lease periods or after Tenant has transferred to the new Dwelling. Tenant will be responsible for the immediate payment of any damages at this time.

Security Deposit refund checks that have not been deposited by Tenant after 180 days, due to incorrect mailing address, negligence on behalf of the Tenant, or any other reason, will be voided after 180 days.

5. **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"), who meets Landlord's then-current Guarantor requirements, which will cause the Guarantor to be jointly and severally liable with Tenant for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease (but has no obligation to exercise such right), in the event such Guaranty is not fully executed and returned within seven (7) days from the date of execution of this Lease by Tenant, and may exercise such right at any time after such 7 day period through the date Tenant is scheduled to take possession of the Leased Premises. Tenant acknowledges Landlord could deliver notice of its right to terminate the Lease as described herein in accordance with the Notice Section of this Lease and may exercise such right for any or no reason, including, without limitation, due to additional leases being received with guarantors provided. When Landlord has determined that one or more Guarantors are required, and Tenant appears on the date Tenant is scheduled to take possession without having a valid, fully executed Guaranty Agreement, acceptable to Landlord, Landlord may, in its sole discretion, elect to: a) exercise Landlord's right to terminate this Lease at such time and not permit Tenant to move-in to the Dwelling; or b) waive such obligation, and permit Tenant to take possession of the Dwelling without such Guaranty Agreement; or c) permit Tenant to move-in to the Dwelling subject to additional conditions established by the Landlord from time to time; or d) enforce this Lease, including Tenant's obligations to pay Rent hereunder and not provide Tenant possession of the Leased Premises until Tenant satisfies the condition precedent of providing a binding Guaranty from a Guarantor meeting Landlord's requirements. Tenant hereby acknowledges that Landlord would suffer significant expenses to evict a tenant who fails to pay Rent after providing possession and recognizes that the condition precedent of having a Guaranty prior to being provided possession is reasonable. If Tenant enters this Lease without having a Guaranty, Tenant acknowledges Tenant will remain liable for the Rent even if Tenant is not permitted to possess the Leased Premises due to a failure of the condition precedent of providing a Guaranty, subject only to Landlord's duties under Prevailing Law to mitigate damages. **TENANT FURTHER ACKNOWLEDGES THAT TENANT SHALL HAVE NO RIGHT TO TERMINATE THIS LEASE AT ANY TIME AFTER SIGNING DUE TO TENANT'S FAILURE TO OBTAIN A GUARANTY.** 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. Tenant further consents to Landlord sharing with Guarantor, any information regarding Tenant in Landlord's possession, including but not limited to, breaches of the Lease, termination of the Lease and the reasons therefore, and any incidents involving Tenant within the Neighborhood (the foregoing however does not create any obligation of Landlord to do so). **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 or from the legal and binding nature of this contract. It is understood by Tenant that failure to return the Guaranty document does not release Tenant from his or her responsibilities and obligations for the entire Term of this Lease.**

**IF THIS LEASE IS RENEWED BY TENANT, WHETHER IN THE DWELLING OR ELSEWHERE IN THE NEIGHBORHOOD, GUARANTOR SHALL REMAIN LIABLE UNDER ITS GUARANTY FOR ALL OF TENANT'S OBLIGATIONS UNDER THE RENEWED LEASE. ANY RENEWAL OF THE LEASE BY TENANT ON OR BEFORE AUGUST 1, 2021, SHALL RENEW THE OBLIGATIONS OF GUARANTOR SUBJECT TO ANY LIMITATIONS UNDER PREVAILING LAW. IF THE RENEWAL LEASE INCLUDES INCREASED MONTHLY**

RENTAL OR OTHER FINANCIAL TERMS, THEN GUARANTOR'S LIABILITY UNDER ITS GUARANTY SHALL LIKEWISE INCREASE, SUBJECT TO ANY LIMITATIONS UNDER PREVAILING LAW.

6. **UTILITY SERVICES:** Tenant shall be liable for paying for any and all utility or service charges in the manner described herein. Monthly charges with respect to electric utility services will be divided among all Tenants in the apartment, based on the number of occupants and number of days of occupancy in the billing period, and presented to Tenant by Landlord's third party billing provider (the "Utility Servicer"). Monthly charges with respect to water utility services will also be divided among all Tenants in the apartment, based on the number of occupants and number of days of occupancy in the billing period, and presented to Tenant by the Utility Servicer. Tenant's pro-rata share of such charges shall be billed monthly as Tenant's electric bill. Tenant's electric bill is not a part of Tenant's Rent and will be paid separately from Rent. Tenant shall have 25 days to pay any amounts, after which Landlord may assess a late fee of 1% of the amount in arrears. Such obligations will exist for the entire Term of this Lease whether or not Tenant occupies the Dwelling. The electric services will be direct metered and the water/sewer will be sub-metered. Landlord shall also charge a \$5.00 fee per month to Tenant for the valet trash collection service provided to the Dwelling, which will be billed and collected by the Utility Servicer.

Each tenant of the Dwelling, including Tenant, is required to enter into an agreement Utility Servicer (which may change from time to time) for dividing and billing the utilities among the tenants of the Dwelling and which includes a monthly administration processing fee not in excess of \$3.75 per invoice per Tenant. Tenant acknowledges that if any tenant in the Dwelling fails to sign up with the Utility Servicer, then the tenants of the Dwelling must change all utilities into their name and be responsible for paying all utility or service charges directly to the utility provider. Should Tenant or Tenant's roommate not fulfill this obligation to either sign an agreement with Utility Servicer or transfer services before the lease Term commencement or cause it to be transferred back into Landlord's name before surrendering the Dwelling, Tenant will be liable for the actual cost of the utilities used while the utility should have been connected in Tenant's name or that of a roommate.

Landlord will provide cable, internet, lawn care and landscaping. Landlord and Agent make no representations and hereby disclaim any and all warranties expressed or implied with respect to the services, including, without limitation, those warranties concerning merchantability and fitness for a particular purpose or use, whether made allegedly by Landlord or Agent, whether in writing or otherwise, except as otherwise explicitly included in this Lease Agreement, or in in written documentation otherwise signed by the parties hereunder. Further, to the extent permitted by Prevailing Law, neither Landlord nor Agent shall be liable for loss or damages resulting from the interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services, or for the malfunction of machinery or appliances serving the Leased Premises, Dwellings or any part of the Neighborhood. Neither Landlord nor Agent shall be liable for injury or damage to person or property caused by any defect in the heating, gas, electricity, water, or sewer systems serving the Neighborhood. In no event shall Landlord or Agent be liable for damages or injury to persons or property caused by wind, rain, fire, or other natural damages, 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 ANY GUEST OR INVITEE OF TENANT.**

7. **INSURANCE:** Tenant acknowledges and agrees that: (A) Landlord has not and will not insure any personal or other property of Tenant located within the Dwelling, Neighborhood or otherwise at or upon the Leased Premises at any time during the Term; (B) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; (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; and (D) Tenant is responsible for understanding the exclusions of any policy Tenant obtains, including flood and water damage. **Therefore, Landlord requires that Tenant obtain renter's insurance or other available similar insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents, and neither Landlord nor Agent shall have any liability with respect to the same. Such insurance shall provide minimum coverage of Ten Thousand Dollars (\$10,000) for personal property ("Property Coverage") of Tenant and One Hundred Thousand Dollars (\$100,000) of personal liability ("Liability Coverage").** Tenant shall name the Landlord as an additional insured on such coverage and such coverage shall require a waiver of subrogation in favor of the Landlord. In addition to treating the failure to obtain the foregoing insurance as a breach of the Lease, Landlord may obtain Liability Coverage insurance on behalf of Tenant and charge Tenant for (a) the cost of such insurance and (b) an additional administrative fee of \$5



per month for doing so, such amounts shall be considered part of Tenant's Rent. If Landlord elects to obtain such coverage on Tenant's behalf, the Tenant would be the insured under such policy and Landlord shall provide a certificate evidencing such coverage to Tenant. Tenant acknowledges and agrees if Landlord obtains such insurance that it may not include any Property Coverage and waives any claims against Landlord related to the provided insurance due to Tenant's failure to obtain on Tenant's own.

8. **TENANT TERMINATION:** Tenant shall not be entitled to terminate this Lease. Subject to the requirements described in Section 16, Tenant may only be released after a Completed Reassignment (as defined in Section 16). Tenant understands that other than after a Completed Reassignment, Tenant will be responsible for payment for the entire Term of this Lease. Nothing in this paragraph or Lease shall obligate Landlord to release Tenant from its obligations under the Lease.
9. **MILITARY PERSONNEL CLAUSE:** Tenant's ability to terminate this Lease due to military service shall be governed by the Servicemembers Civil Relief Act (SCRA) and other Prevailing Law (including North Carolina General Statutes Section 42-45). For example, Tenant may terminate this Lease if Tenant enlists or is drafted or commissioned in the U.S. Armed Forces. Tenant may also terminate this Lease if Tenant is a member of the U.S. Armed Forces or reserves on active duty or a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President and Tenant receives orders for permanent change-of-station, receives orders to deploy with a military unit or an individual in support of a military operation for 90 days or more, or are relieved or released from active duty.

This Lease will not be terminated until after Tenant delivers to Landlord Tenant's written termination notice along with a copy of Tenant's military orders, permanent change-of-station orders, call-up orders or deployment orders, at which time this Lease will be terminated on the earliest date Landlord is required to terminate under the SCRA or North Carolina General Statutes Section 42-45. Permission for military base housing does not constitute a permanent change-of-station order.

10. **PETS: A Pet Addendum signed by the Tenant that owns the pet, and signed by the Landlord must be in place prior to allowing the pet to enter the Dwelling in addition to all required fees and deposits.** Authorization by all Dwelling roommates must be made either in writing or through preferences made during the application process and delivered to Landlord. **Pets are not allowed without a signed Pet Addendum and written authorization signed by all Dwelling roommates.** Owners of animals in violation of the pet policy or who have not signed a Pet Addendum, paid a \$250 pet fee, and paid a \$250 pet deposit will be charged a one-time \$100 pet violation charge per animal, and may be also be charged an additional \$10 per day per animal, from the date the animal was brought into the Dwelling until the date the animal is removed or the date Tenant meets all applicable requirements, including submittal of the Pet Addendum and payment of the pet fee and pet deposit. Tenant must immediately remove any unauthorized pet that is not subsequently approved by Landlord or authorized by the roommates in the Dwelling.
11. **RELOCATION:** Landlord reserves the right, upon five (5) days' advance written notice when possible, to relocate Tenant to another Leased Premises in the Neighborhood of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. To the extent such relocation is initiated by Landlord and is not a result of damage to the Dwelling as contemplated in Section 20 or a roommate conflict issue, Landlord shall offer reasonable assistance to Tenant in moving Tenant's personal property to such new Dwelling, though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion. Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any separate expenses incurred by Tenant in relocating to another Dwelling. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease. For any relocation requested by Tenant approved by Landlord, Tenant shall be responsible for all moving expenses and payment of any applicable relocation fees then charged by Landlord. In the event of any relocation, whether initiated by Tenant or Landlord, this Lease shall be automatically amended as to make the "Dwelling" the new Dwelling. The five (5) day relocation notice described in this Section 11 is not required in the event the Dwelling is not delivered on time as discussed in Section 1 of this Agreement.
12. **CONDITION OF LEASED PREMISES AND DWELLING AND WAIVER OF WARRANTY:** Tenant hereby acknowledges that, upon Tenant taking possession of the Leased Premises at the beginning of the Term, Tenant will be deemed to have accepted the Dwelling in its "as is" present condition with no warranties of any kind concerning the

condition or character of the Dwelling except as expressly required by Prevailing Law; and Tenant agrees that the Dwelling and its applicable fixtures, furniture, furnishings and appurtenances are clean, undamaged and in good working order and in fit and habitable condition, except as otherwise specifically noted on the Unit Condition Form which must be completed by Tenant within 24 hours of taking possession of the Dwelling through the Resident Portal. Failure to submit the Unit Condition Form within such timeframe shall be deemed acceptance that the Dwelling and Leased Premises are in good condition and that Tenant has received all Issued Items (as defined in Section 13). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY WAIVES HIS OR HER RIGHT TO OBJECT TO: (I) THE PHYSICAL OR AESTHETIC CHARACTERISTICS OF THE DWELLING, ITS FLOOR PLAN OR ITS LOCATION WITHIN THE NEIGHBORHOOD, AND (II) ANY AND ALL EXISTING CONDITIONS, VICES OR DEFECTS OF THE NEIGHBORHOOD.

13. TENANT'S OBLIGATIONS AND RESPONSIBILITIES: Tenant, at its sole expense, agrees to keep and maintain the Dwelling 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. 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 Dwelling, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements, or additions built, constructed or placed on the Dwelling by Tenant with Landlord's consent shall be made in accordance with Prevailing Law, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Dwelling at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Dwelling by Tenant without Landlord's written consent may be removed by Landlord and the Dwelling may be restored to its original state, reasonable wear and tear excepted, all at the Tenant's sole expense; and such expense shall constitute additional rent hereunder.

Tenant shall also (i) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety and is responsible for understanding all such obligations; (ii) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances including elevators in the premises; (iii) not deliberately or negligently destroy, deface, damage, impair or remove any part of the Dwelling or Neighborhood, or knowingly, recklessly or negligently permit any person to do so; (iv) conduct himself or herself and require other persons on the premises with Tenant's consent to conduct themselves in a manner that will not disturb the neighbor's peaceful enjoyment of the Neighborhood; and (v) to the extent Tenant has any firearms in the Dwelling, maintain any and all applicable licenses or permits related thereto.

Tenant will keep the sinks, lavatories, commodes and all other plumbing free of any obstructions 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. **All costs associated with any Tenant-caused malfunction or flooding will be charged back to the Tenant.**

Tenant shall be liable for and shall promptly reimburse Landlord for all loss, damage, governmental fines, fees, costs and expenses of all repairs, including, but not limited to, a reasonable charge for management overhead and attorneys' fees made necessary by, or resulting from any of the following: (a) any destruction, defacement, impairment or removal of any part of the Dwelling or Neighborhood 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; and (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) constituting additional rent hereunder; and (c) any and all destruction, defacement, impairment or removal of any part of the Dwelling by Tenant and/or Tenant's guests and visitors.

Tenant shall not, or permit any of Tenant's guests or invitees to, (a) unless otherwise permitted by the Rules and Regulations, 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, displaying, discharging, or possessing a firearm, knife, or other weapon that may threaten, alarm or intimidate others or roommates; (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 Neighborhood is located, or (e) engage in any other illegal activities. It is understood and agreed that a single violation of this section shall be a default of the Lease.

Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Dwelling as if Tenant engaged in such acts or omissions himself or herself.

It is understood that Tenant will be occupying the Dwelling jointly and is jointly liable for any damages to the structure of the Dwelling (including by failure to comply with any occupancy restrictions in the Rules and Regulations), common areas of the Dwelling and its fixtures, furniture, furnishings, appurtenances, walls, ceilings, floors, carpets and doors, both interior and exterior (other than as reported timely under Section 20). Tenant acknowledges that Landlord need not prove which Dwelling tenant(s) caused such damage to assess liability to all tenants of the Dwelling. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Dwelling or the Neighborhood. Tenant shall promptly report to Landlord any repairs that need to be made to the Dwelling.

Although Tenant may have visitors from time to time, it is understood that occupancy of the Dwelling is expressly reserved for Tenant only, and any persons occupying the Dwelling as a guest for more than 3 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 Dwelling by an unauthorized guest in excess of said 3 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant 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, amenity wrist bands, parking decals, electronic access devices, and/or electronic access codes, or any other issued item granting Tenant or his or her guests access to the Dwelling, Neighborhood or its amenities (the "Issued Items") which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties unless specifically permitted under the Rules and Regulations (such as a guest wrist band) 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.

14. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with roommates, Tenant's guests or invitees, or with any other tenants that reside in the Neighborhood. 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, lightening, fire, smoke, explosions, natural disaster, or any other cause; 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) 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 NEIGHBORHOOD, RESULTING FROM ANY ACTS OR OMISSIONS OF TENANT OR TENANT'S GUESTS OR INVITEES IN AND AROUND THE NEIGHBORHOOD; OR (II) TENANT'S FAILURE TO PERFORM ANY COVENANT THAT TENANT IS REQUIRED TO PERFORM UNDER THIS LEASE, INCLUDING, WITHOUT LIMITATION, FAILURE TO MAINTAIN THE REQUIRED RENTER'S INSURANCE. 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 ANY OTHER PERSON IS AT FAULT AND SHALL INCLUDE ALL LEGAL LIABILITIES ARISING WITHOUT FAULT.** All personal property placed or kept in the Dwelling, 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.

15. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** Tenant shall not unreasonably withhold consent to the Landlord, Agent, or their respective agents, employees or representatives to enter the Dwelling, with or without Tenant's presence, at reasonable hours, 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 Dwelling to prospective tenants or purchasers. No such prior notice shall be necessary if Landlord has reasonable cause to believe Tenant has abandoned the Dwelling. No notice or consent shall be necessary in the case of emergency or in making a repair requested by Tenant.
16. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Dwelling, 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 Dwelling without the prior written consent of Landlord shall be null and void and shall be a default under this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 16 or as consent by Landlord to any subsequent assignment, subletting or transferring. Tenant will not be released from his or her obligation until a replacement Tenant has completed all necessary paperwork, met all criteria of Landlord (including, but not limited to, credit requirements of proposed applicant and/or his or her guarantor, criminal background check, rental history, etc.), paid all applicable fees in full including, but not limited to a \$250 non-refundable reassignment fee, has been approved by Landlord in its sole discretion, and replacement Tenant has taken legal possession of the Dwelling (hereinafter a "Completed Reassignment"). Tenant understands that if he or she does not secure a replacement, Tenant will be responsible for payment for the entire Term of this Lease. Landlord is under no obligation to locate a replacement Tenant and the burden rests solely on Tenant to pursue such request. In the event that Tenant shares the Dwelling with roommate(s), should Tenant or Tenant's roommates decide to reassign his or her lease, Tenant agrees to accept a roommate obtained through the reassignment. Roommates' approval(s) is/are not necessary to execute the reassignment.

Landlord shall have the right to assign this Lease to another party if the Neighborhood is sold by Landlord and Landlord shall be released from all obligations contained herein.

17. **USE OF DWELLING; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Dwelling as a private residence and for no other purposes whatsoever. Tenant agrees to abide by all applicable Prevailing Law and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Dwelling to be used in any manner that could or does result in any damage to the Dwelling. 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.
18. **NO RELIANCE ON SECURITY SYSTEMS, DEVICES OR MEASURES; INTERNET ACCESS & CABLE:** Tenant acknowledges that Landlord makes no representations, either written or oral, concerning the safety of the Neighborhood in which the Dwelling is located or the effectiveness or operability of any security devices or measures in the Neighborhood. Landlord neither warrants nor guarantees the safety or security of Tenant or Tenant's guests or invitees against any criminal or wrongful acts of third parties. Landlord may, at its sole option, employ courtesy officers who may reside in the Neighborhood. It is expressly understood and agreed that the providing of courtesy officers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to ensure, 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 Neighborhood. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. These devices are not monitored on a 24 hour basis and are not designed to provide personal security services. Tenant agrees to comply with the security procedures and response actions set forth in the Aspen Rules and Regulations. Tenant acknowledges and agrees that security systems, devices or measures, including, but not limited to, intrusion alarms, access gates (where applicable), keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices may fail, become inoperable when damaged, or be thwarted by criminals or by electrical or mechanical malfunctions. Tenant agrees to immediately notify Landlord of any malfunctions involving locks, doors, windows, latches, carbon monoxide detectors and smoke detectors. Any charges resulting from the use of any intrusion alarm will be charged to Tenant, including, but not limited to, false

alarms with police, fire or ambulance response, and required city permits or charges. In the event, Tenant chooses to have the intrusion alarm monitored, Tenant must make arrangements with an independent company to activate and monitor the alarm system. In such case, Tenant must provide Landlord with the alarm code and any special instructions for lawful entry into the Dwelling when no one is there. For Neighborhoods with access gates, Tenant agrees to follow all instructions and rules regarding the use of the gates (including, but not limited to, approaching the gates slowly with caution; not stopping where the gate can hit Tenant's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Tenant's code, card or other entry mechanism to anyone else; and not tampering with the gate). Neither Landlord nor Agent have any duty to maintain or repair the gate or fencing and Tenant acknowledges to aid ingress/egress from the Neighborhood, including during peak hours, Agent may leave the gate open at certain periods.

Landlord makes absolutely no warranties whatsoever with respect to the internet access, cable television or any other services provided hereunder, and specifically disclaims any and all warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose. Tenant acknowledges that the internet access ("Internet Access") is provided by third parties to Landlord. Use of the Internet Access and cable television and their operation may be subject to events over which Landlord has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages. Tenant has sole responsibility for ensuring the security of its computer equipment, software, and data. Landlord does not provide any security or protection against unauthorized access to Tenant's computers, software, or data via the internet, or from viruses or other acts by third parties which may be committed via the internet. Cable television lineups and channels included may change at any time without notice during the Term.

19. **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 (other than charges for resold electric service, including associated late payment and returned check charges); (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in his or her Rental Application; (iv) Tenant discontinues the use of the Dwelling 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 Neighborhood, 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 Dwelling or sent electronically); (vi) Tenant is or becomes a convicted sex offender; (vii) Tenant is arrested for any criminal offense involving actual or potential harm to a person, stalking, harassment or involving possession, manufacture, or delivery of a controlled substance or illegal drugs or a restraining order or other protective order is issued against Tenant; (viii) any illegal drugs are found in the Dwelling or any illegal activity is conducted in the Dwelling or within the Neighborhood; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; (x) Tenant participates in violent action that causes danger or damage to persons or property while in the Neighborhood; (xi) Tenant abandons or vacates the Dwelling prior to the expiration of the Term; (xii) Tenant fails to move in within seven (7) days of the Term commencing unless Tenant provides notice to Landlord and has paid the initial Rent installment; or (xiii) Tenant fails to provide the Guaranty within seven (7) days of signing this Lease. 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. **Landlord may terminate Tenant's right of occupancy at the earliest opportunity permitted under Prevailing Law.** Tenant shall be liable for all costs, fees and damages incurred by Landlord in exercising its default rights, and such actions 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.

It is intended that Landlord's remedies shall be as broad as permitted under Prevailing Law and shall include, without limitation, (a) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Dwelling or Neighborhood; (b) the right to accelerate the then entire unpaid balance of the Rent for the Term then remaining, or, the right to stand by and collect rental payments as they become due; (c) the right to terminate Tenant's right to occupy the Leased Premises to the fullest extent permitted by Prevailing Law; or (d) the right to sublease and rent the Leased Premises for the account of the Tenant, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any

damage to the Dwelling or Neighborhood, and third, to the Tenant's rental obligations hereunder, with the Tenant and Guarantor(s) remaining fully responsible for any deficiency in the rental payments for the remainder of the Term. 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. Landlord remedies for nonpayment of electric charges are governed by the North Carolina Utilities Commission.

Following a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder, and all fees and costs including without limitation court costs and attorneys' fees connected therewith shall be paid by Tenant to the extent permitted by Prevailing Law. Any rentals or damages which remain unpaid after default shall bear interest at the rate equal to the lesser of fifteen percent (15%) per annum compounded quarterly, or the highest rate allowable under Prevailing Law.

Tenant will also be liable to Landlord for a re-leasing charge of 85% of the highest Installment during the Lease Term if:

- (1) Tenant fails to move in, or fails to give written move out notice as required in this Lease; or
- (2) Tenant moves out without paying rent in full for the entire Lease term or renewal period; or
- (3) Tenant moves out at Landlord's demand because of Tenant default or is locked out; or
- (4) Tenant is judicially evicted.

*The re-leasing charge is not a cancellation fee and does not release Tenant from its obligations under this Lease Agreement.* Tenant agrees that the re-leasing charge is a reasonable estimate of damages including Landlord's time, effort, and expense in finding and processing a replacement and that the charge is due whether or not Landlord's re-leasing attempts succeed. The re-leasing charge does not relieve Tenant from continued liability for future or past due rent; charges for cleaning, repairing, repainting, or unreturned Issued Items, or other sums due.

20. **DAMAGE TO THE DWELLING:** In the event the Dwelling is either partially or completely destroyed by fire or other disaster, Landlord may at its sole discretion and without liability to Tenant (including Rent credits): (i) elect to terminate this Lease, (ii) relocate Tenant to an alternate Dwelling in accordance with this Lease, or (iii) repair/rehabilitate the Dwelling. If the election to rehabilitate or repair is made, Tenant's rent shall be pro-rated so Tenant does not pay for the period when Tenant cannot occupy the Dwelling (or alternative Dwelling if provided by Landlord). If Landlord elects to relocate Tenant to an alternate Dwelling, Tenant agrees this Lease will continue in full force and effect and Tenant shall have no right to terminate this Lease due to the substantial impairment of the initial Dwelling. If the Dwelling is not rehabilitated or repaired within a reasonable time frame of the fire or other disaster this Lease will terminate at the discretion of Landlord. 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 Dwelling 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. Each Tenant shall be jointly and severally liable for animal violation charges, missing smoke detector alarm batteries, and damages to the common areas in the Dwelling if Landlord cannot in its sole and exclusive judgment, ascertain the identity of who was at fault.

**Should any vandalism occur that causes damage to the Dwelling, Tenant shall report said vandalism to local authorities within 24 hours and provide Landlord with the filed police report within one week of the incident, or Tenant will be held responsible for payment for any damage caused to the Dwelling.**

21. **PARKING AND COMMON AREAS:** Various areas of the Neighborhood are designated and intended for the use in common by all tenants, including, but not limited to, the parking areas, walkways, swimming pool, 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 those persons committing the acts. The unavailability of such areas shall not be a violation of this Lease.



Parking is allowed only in designated parking areas. Unlawfully parked cars will be towed or disabled through a "boot" or similar device at owner's expense. Tenant may be subject to fines under the Rules and Regulations for violating the Neighborhood parking rules.

Landlord does not permit any packages or deliveries to be left with Landlord, Agent or their employees, including in the Neighborhood clubhouse. If Tenant will have any valuable deliveries, Landlord recommends Tenant to schedule with the courier to require a signature receipt. Tenant acknowledges Landlord is not liable for the theft or loss of any packages or deliveries left at the Dwelling for Tenant by any courier.

22. **CHECK-IN AND CHECK-OUT PROCEDURES:** Tenant shall conduct a walk-through inspection and complete the Unit Condition Form on the Resident Portal within 24 hours of taking possession of the Dwelling noting any conditions observed or Issued Items not issued, whether or not Landlord agrees to repair or remedy same.

Before surrendering possession of the Dwelling, Tenant must give Landlord 30 days' 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.

It is understood and agreed that Tenant's failure to follow the appropriate check-out procedures and to return all Issued Items to Landlord may result in charges to Tenant for the unreturned Issued Items.

Subject to Prevailing Law, if Tenant fails to relinquish possession of the Leased Premises 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 (a) an amount equal to the lesser of \$300.00 per day or the maximum amount allowed by Prevailing Law ("Holdover Fee") beginning at the time the Term ends and (b) Landlord's reasonable attorneys' fees; and (c) any consequential damages suffered by Landlord as a result of Tenant's failure to vacate the Leased Premises, including, without limitation, the loss of another potential tenant waiting to receive possession of the Leased Premises but is unable to do so by virtue of Tenant's failure to vacate. Tenant acknowledges that the fees described in the preceding sentence are an effort to calculate Landlord's damages for a hold over which are difficult to ascertain and such fees are not a penalty. Tenant shall remain subject to all terms, conditions, covenants and provisions of this Lease until Tenant checks out of the Dwelling and removes all personal property from same. Furthermore, Landlord, at its sole election, may elect to deem any failure to vacate the Leased Premises as an election by Tenant to renew this Lease at the then market rental rate for the Leased Premises.

23. **TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** On or before the expiration or termination of this Agreement, and in addition to, and not in lieu of the other duties and obligations under this Agreement, 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 of the Term. If Tenant vacates the Dwelling 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.
2. Immediately vacate the Dwelling at the time of said expiration or termination.
3. Return the Dwelling to Landlord in substantially the same or better condition as the Dwelling existed when Tenant took possession, reasonable wear and tear excepted, 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. The Dwelling should be left in move-in ready condition without the need of additional make-ready services. A **\$35.00 non-refundable Restoration Fee will be charged to Tenant to offset the cost of basic carpet cleaning services and will be billed with the last Installment.** Any additional stain removal, carpet repair, and/or replacement charges will be an additional charge as provided for in the damages section herein.

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 Issued Items to the Dwelling to Landlord's Neighborhood office.
6. Remove all personal property of Tenant's, or Tenant's guests, 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 paragraph may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Paragraph 4 above, and, any and all actual and consequential damages as permitted by Prevailing Law.

24. **FAILURE TO VACATE:** TENANT ACKNOWLEDGES AND AGREES THAT IF TENANT FAILS TO VACATE AS PROVIDED HEREIN THAT THE LANDLORD'S DAMAGES COULD BE SUBSTANTIAL INASMUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE DWELLING TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT. TENANT SHALL BE LIABLE FOR ALL SUCH DAMAGES, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL.
25. **RULES AND REGULATIONS:** Tenant understands and agrees that Tenant is subject to the rules and regulations of the Neighborhood (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 been provided with a copy of the Rules and Regulations, 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.
26. **RENTAL APPLICATION:** Tenant represents and warrants to Landlord that all information provided by Tenant to Landlord on the rental application whether in written or electronic form is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Dwelling 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, to the fullest extent permitted by Prevailing Law.
27. **DISCLOSURES:** 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, creed, color, ancestry, religion, sex, national origin, familial status, marital status, sexual orientation, disability or handicap. If a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, including future prospective landlords, Landlord may provide it.
28. **MOLD AND MILDEW:** Tenant agrees to regularly inspect the Dwelling 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 Dwelling so that Landlord can remove mold and mildew from those areas. Tenant agrees to clean and remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Tenant agrees that after bathing, Tenant shall: (1) wipe moisture off of shower walls, shower doors, the bathtub and bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; (3) hang up Tenant's towels and bath mats so they dry completely and (4) leave any bathroom fan on for at



least thirty minutes after completion of activity. For small amounts of mold and mildew on non-porous surfaces (such as ceramic bathroom tiles, vinyl flooring, wood or plastic), Tenant agrees to clean and remove the mold and/or mildew using soap (or detergent) and water, letting the surface dry and then using within 24 hours a spray-on-type household biocide, such as Pine-Sol Disinfectant, Lysol Disinfectant or Tilex Mildew Remover following the instructions of such product. No water beds are permitted in the Dwelling.

29. **SHUTTLE WAIVER:** In the event any shuttle service is offered, it is offered as a courtesy to Neighborhood tenants and Tenant hereby agrees and acknowledges that if Tenant elects to use a shuttle service to and/or from the Neighborhood and/or Tenant's Dwelling, Tenant shall use such shuttle service at Tenant's own risk. Tenant hereby agrees and acknowledges that in the event of any loss, injury or damage suffered during or in connection with Tenant's use of any such shuttle service, Tenant shall look solely to the direct provider of such shuttle service (i.e., the shuttle service company) and Tenant shall not initiate any action against Landlord or Agent, or any of their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors or assigns. Tenant acknowledges that while such shuttles may be branded as Aspen under a licensing agreement, such shuttles are not operated by Landlord, Agent or its affiliates. Any shuttle service company reserves the right to refuse shuttle service to and/or remove from the shuttle any residents or non-residents who show signs of violent or disruptive behavior. Tenant shall have no claims for rent credit or otherwise against Landlord or Agent for any temporary or long-term interruption of shuttle service or discontinuation of such service. Open containers of alcoholic beverages of any type are strictly prohibited on any shuttle vehicles.
30. **TEXT MESSAGE AGREEMENT:** In order to facilitate clear communication, Landlord may send out important text messages regarding shuttle service, gate function, etc. via text message. By signing this agreement, Tenant authorizes Landlord to send said messages.
31. **PEST CONTROL:** Tenant agrees to report any pest issues to Landlord for necessary remediation. It is the responsibility of the Tenant to keep the Dwelling 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 Dwelling, Tenant agrees to inspect the house for fleas, bedbugs and termites to the best of Tenant's ability. Tenant shall notify Landlord prior to move-in if Tenant has recently lived anywhere that had a bed bug infestation and Landlord may require Tenant to have all furniture or other personal property of Tenant inspected by a pest control specialist prior to move-in at Tenant's expense. After Tenant has returned the Unit Condition Form, and if Tenant has not made mention of the aforementioned pests, Tenant will be responsible for all costs associated with pest control for the Dwelling. If Landlord confirms the presence or infestation of bed bugs after Tenant vacates the Dwelling, Tenant may be responsible for the cost of cleaning and pest control treatments. If Landlord must move other Neighborhood residents in order to treat adjoining or neighboring dwellings to the Dwelling, Tenant may be liable for payment of any lost rental income and other expenses incurred by Landlord to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings.
32. **CO-ED ROOMMATE ASSIGNMENTS & SHARED ROOM ASSIGNMENTS:** If Tenant selects co-ed option in preferences in the application process, such selection indicates his or her acceptance of co-ed roommate placement, Tenant hereby releases the Landlord of any liabilities related to problems or conflicts that may arise with roommates, roommates' guests, licensees, or invitees, or with any other residents that reside at the Neighborhood. If the Tenant has indicated he or she does not agree to a co-ed selection, Tenant understands that should Tenant ever have roommate conflicts that require Tenant to transfer to a different Dwelling, if available, Tenant may only be moved to a Dwelling that does not have roommates of the opposite gender.

If two Tenants desire to share the Leased Premises, they must first gain written approval from Landlord, sign all related addenda, and pay all applicable administration fees, then such Tenants will enter into a single Lease and understand that sharing the Leased Premises, subject to Prevailing Law, will increase the rental rate for the Leased Premises by \$200 per Rent installment. Tenants further understand that should a Tenant in the shared Leased Premises decide to reassign his or her portion, the remaining Tenant will have the option of living alone in the Leased Premises at the increased rate or agreeing to live with the replacement roommate. Notwithstanding anything else herein, Tenants sharing the Leased Premises, as well as their respective guarantors, are jointly and severally liable for all obligations hereunder related to

the Rent and other charges allocated to such Leased Premises. All Tenants signing a shared Lease agree that late fees, damage charges, fines, etc. will be divided equally among all Tenants.

Tenant may request Tenant's roommate(s) and/or a specific bedroom type, however Tenant is not guaranteed roommate request(s) and or the specific bedroom type, floor plan type, location in the Neighborhood, and/or specific address requested. Tenant agrees to the roommates assigned to the Dwelling by Landlord and understands that if a bedroom in the Dwelling assigned to Tenant becomes vacant, including if a requested roommate vacates or fails to move in to the Dwelling for any reason, Landlord may place a new tenant in the unoccupied bedroom in the Dwelling. Tenant is freely entering into this Lease knowing that Tenant will share the Dwelling with other tenants that may be assigned by Landlord. Further, Tenant consents to Landlord sharing Tenant's contact information with assigned roommates prior to the Term.

33. **NOTICES:** Landlord, pursuant to a separate written agreement, has designated Agent, as its agent for the purposes of managing and operating the Neighborhood, 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) with respect to any notice to Tenant, if affixed to the door of the Dwelling, or (v) 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 Tenant shall be sent to Tenant at the Dwelling 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. Other than notices related to reassignment, which shall be delivered to Agent's office in the Neighborhood, all notices to Landlord shall be sent to Aspen, 1301 S. Capital of Texas Highway, Suite B-201, Austin TX, 78746. Tenant hereby consents to receiving emails to his or her email address and cell phone contact provided by Tenant from Landlord, Agent, or their affiliates and their agents including, without limitation, and account management companies and independent contractors including any debt collections.
34. **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 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.
35. **SECURITY DEVICES AND SMOKE DETECTORS:** **All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security device desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.**

**Requests for additional installation, inspection, or repair of carbon monoxide detectors or smoke detectors or replacements of batteries must be in writing.** Disconnecting or intentionally damaging smoke detectors or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees.

36. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with all applicable laws, ordinances, and regulations of the state, county, province, and city in which the Neighborhood is 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 Neighborhood is located, in the City in which the Neighborhood is located, in a justice of the peace court in the district where the Neighborhood is located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Neighborhood is located and no other venue, 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. Each party further waives any right to trial by jury for any matter arising out of this Lease. Time is expressly declared to be of the essence of this Lease.

This Lease and Tenant's interest in the Dwelling are automatically subject to, and will remain at all times subject, subordinate, and inferior to any lien or encumbrance now existing or hereafter placed on the Dwelling and Neighborhood 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.

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. Landlord may assign Tenant's account and all rights and/or obligations hereunder to any third party without notice for any purpose, including collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. Tenant hereby consents to such assignment.

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" shall include Tenant's invitees or others using the Dwelling with Tenant's express or implied permission.

In the event that any part of this Lease is construed or declared unenforceable or contravenes Prevailing Law, 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 has certain rights under North Carolina General Statutes Section 42-45.1 to terminate the lease in certain situations involving domestic violence, sexual assault, or stalking.

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.

There are no oral agreements between Landlord and Tenant or Agent and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

OUR AFTER HOURS TELEPHONE NUMBER WILL BE PROVIDED AT TIME OF MOVE-IN (Always call 9-1-1 in the event of a police, fire, medical or other emergency).

ACKNOWLEDGMENT – TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY ADDENDA DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM

TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE DWELLING AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE DWELLING, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS; COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE AND ALL RULES AND REGULATIONS. 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.

[The remainder of this page intentionally left blank.]

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. TENANT ACKNOWLEDGES IT IS NOT RELYING ON ORAL AGREEMENTS, PROMISES OR REPRESENTATIONS OTHER THAN THOSE DOCUMENTED IN THIS LEASE AND AGREES HE OR SHE IS NOT RELYING ON ANY SUCH ORAL AGREEMENTS, PROMISES OR REPRESENTATIONS. TENANT ACKNOWLEDGES THAT THIS LEASE CONTAINS CERTAIN INDEMNITY OBLIGATIONS BY TENANT IN PARAGRAPHS 6 AND 14**

**TENANT:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**LANDLORD:**

**Breckenridge Group CNC, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_