

David P. Ferrell
Member

March 24, 2021

Ms. Gail Mount, Chief Clerk
North Carolina Utilities Commission
430 North Salisbury Street
Raleigh, NC 27603-5918

Re: ER-122, Sub 0 – The Station at Raleigh Property Owner, LLC
ER1-106, Sub 1 – The Station at Raleigh LLC
Applicant’s Clarifying Information

Dear Ms. Mount:

Based on communications with the Public Staff of the North Carolina Utilities Commission, there was a request from the Public Staff that certain supplemental information be provided. We therefore submit the revised Housing Contract as clarifying information in the Docket.

We believe the clarifying information provided fully responds to the Public Staff’s concerns and we therefore request that the Commission approve this Application for Transfer of Authority and issue a Certificate of Authority to Resell Electric Service. Should you have any further questions, please do not hesitate to contact me. Thank you.

Sincerely,



David P. Ferrell

Enclosure

- Charleston
- Charlotte
- Columbia
- Greensboro
- Greenville
- Hilton Head
- Myrtle Beach
- Raleigh**

HOUSING CONTRACT

This Housing Contract ("**Contract**") is made and entered into as of _____ ("**Effective Date**") by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Contract, but not otherwise defined, will have the meaning set forth in the Defined Terms attached to this Contract as **Exhibit A** and by this reference incorporated herein.

1) Summary of Main Terms.

- a) **Name of Apartment Community:** The Station at Raleigh ("**Facility**")
- b) **Address of Apartment Community:** 1310 Oglethorpe Avenue, Raleigh, NC 27607
- c) **Resident Name:** _____ ("**Resident**")
- d) **Landlord:** The Station at Raleigh Property Owner, LLC and its successors and assigns ("**Landlord**")
- e) **Management/Agent for Landlord:** Landmark Venture Management, LLC, and its successors and assigns ("**Agent**")
- f) **Management Office Address:** 1310 Oglethorpe Avenue, Raleigh, NC 27607 ("**Management Office**")
- g) **Contract Term:**
Start Date: _____ at 12:00 p.m.
End Date: _____ at 12:00 p.m.
- h) **Floorplan/Unit Type Preference:** _____ ; **# of Bedrooms in Unit** _____ (some unit types may contain one (1) or more double occupancy bedroom within the unit); **Space Option:** Private
- i) **Premises:** Apartment# _____

2) Summary of Contract Amount.

- a) **Base Housing Contract Amount for the entire Contract Term:** \$ _____
- b) ("**Contract Amount**") payable in equal monthly installments of \$ _____ ("**Monthly Installment**")
- c) **Initial Late Payment Fee:** \$15.00 or 5%
- d) **Daily Late Payment Charge:** _____

3) Additional Fees:

The additional fees ("**Additional Fees**") due under this Contract are set forth on the Schedule of Additional Fees attached to this Contract as **Exhibit B** and by this reference incorporated herein.

4) Premises Description.

This Contract entitles Resident to the following rights:

- a) the sole right to use 1 bedroom(s) (the "**Bedroom**") that is part of a unit of bedrooms (the "**Unit**") located at the Facility.
- b) the sole right to use the Furnishings located in the Bedroom (if any).
- c) together with the other residents of the Unit, the right to use the Unit Common Areas and the Furnishings located in the Unit Common Areas (if any).
- d) together with the other residents of the Facility, the right to use the Facility Common Areas.
- e) together with the other residents of the Unit, the right to use the mail box assigned to the Unit by Landlord.

5) Assignment of Bedroom and Unit.

- a) Resident expressly acknowledges and agrees that (i) Landlord shall not be required to assign a Bedroom or Unit to Resident on the Effective Date due to the constraints of roommate matching, and (ii) the failure on the part of the Landlord to assign a Bedroom or Unit to Resident on the Effective Date shall not relieve Resident of his or her responsibilities hereunder.
- b) If, on the Start Date, Landlord is unable to deliver possession of the Bedroom assigned to Resident, then Landlord, at its option, may elect (i) to relocate Resident to another bedroom and/or unit in the Facility, (ii) to relocate Resident to another facility, and/or (iii) to provide Resident with temporary accommodations (which may include, without limitation, hotels) (collectively, "**Alternative Accommodations**") until Landlord can deliver the Bedroom (or a different, equivalent bedroom in the Facility) to Resident.
- c) If, within thirty (30) days of the Start Date, Landlord (a) does not deliver possession of the Bedroom, and (b) fails to provide Resident with Alternative Accommodations, then Resident shall have the right to terminate this Contract by giving Landlord written notice at any time before Landlord delivers possession of the Bedroom to Resident or relocates Resident to another bedroom and/or unit in the Facility. If Resident terminates this Contract in accordance with this Section 5(c), Landlord shall refund the Security Deposit (if any) and any Monthly Installments and/or refundable Additional Fees previously paid by Resident, less any expenses incurred by Landlord in providing Alternative Accommodations to Resident and concessions provided by Landlord to Resident.
- d) To the full extent permitted by applicable law, Landlord shall not be liable for damages for any delay in delivery of possession of the Bedroom to Resident or in providing Resident with any Alternative Accommodations, and Resident waives any such claim, it being acknowledged that the termination right set forth in Section 5(c), is Resident's sole and exclusive remedy with respect thereto.

- 6) **Contract Term.** The Contract Term begins on the Start Date and automatically expires on the End Date, unless, prior to the End Date (a) Landlord and Resident have entered into a written agreement to extend the Contract Term, or (b) Resident has validly exercised a right to terminate this Contract in accordance with the terms and conditions contained in this Contract.
- 7) **Move-In.**
- a) Resident will not be permitted to occupy the Bedroom or the Unit until Resident has delivered to Landlord a complete, fully- executed set of the required Contract documents (including any Guaranty) and any Monthly Installments or Additional Fees required by the contract documents to be paid prior to move-in. In no event shall Resident's failure to timely deliver such Contract documents, Monthly Installments or Additional Fees be deemed to shorten the Contract Term or reduce Resident's obligations (including financial obligations) hereunder, even if Resident is not permitted to occupy the Bedroom or the Unit on the Start Date.
 - b) Landlord shall provide Resident with a condition form (the "**Condition Form**") at the time Resident moves into the Bedroom, which Condition Form shall include an inventory of the Furnishings and note any defects or damages to the Bedroom and the Unit Common Areas. Resident shall return the Condition Form to Landlord within forty-eight (48) hours of the time Resident moves into the Bedroom. Resident shall notify Landlord on the Condition Form of any defects or damages in the Bedroom and the Unit Common Areas (including, without limitation the smoke detectors, door and window locks and latches and any other safety devices in the Bedroom and the Unit Common Areas). Except as set forth on the Condition Form, the Bedroom and the Unit Common Areas, and the Furnishings therein will be considered to be in a clean, safe and good working condition and Resident shall be responsible for defects or damages that are not noted on the Condition Form, including damages that may have occurred before Resident took occupancy of the Unit or Bedroom. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN THE CONDITION FORM, RESIDENT ACCEPTS THE BEDROOM, THE UNIT COMMON AREAS, AND THE FURNISHINGS IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. LANDLORD MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE BEDROOM, THE UNIT COMMON AREAS AND THE FURNISHINGS.**
- 8) **Occupants/Use of Bedroom, Unit Common Areas and Facility Common Areas.** Unless otherwise expressly stated in this Contract, only Resident can live in the Bedroom. Only Resident and residents of the other bedrooms in the Unit may live in the Unit. Resident shall use the Bedroom for residential purposes only, and shall use the Unit Common Areas and the Facility Common Areas only for the purposes for which they are made available for the residents of the Facility, which use shall be subject to the Rules and Regulations. Resident hereby acknowledges that there may be commercial tenants located at the Facility that the leased premises of such commercial tenant may be located in close proximity to Resident's Unit and/or Bedroom, and that noise from such commercial tenants may be heard from the Unit or Bedroom.
- 9) **Contract Amount.**
- a) **RESIDENT ACKNOWLEDGES AND AGREES THAT THE CONTRACT AMOUNT, MONTHLY INSTALLMENTS AND ADDITIONAL FEES SHALL BE CONFIRMED AND POSSIBLY ADJUSTED UPON UNIT ASSIGNMENT AND RESIDENT AGREES TO EXECUTE ALL SUCH DOCUMENTATION AS MAY BE REASONABLY REQUIRED BY LANDLORD TO EVIDENCE THE SAME.** Resident hereby acknowledges and agrees that the Contract Amount, Monthly Installments and Additional Fees may vary based on additional premium fees ("Premium Fees") associated with certain Unit or Bedroom types, such Premium Fees, if applicable, to be determined upon Unit assignment, and Resident hereby acknowledges and agrees to pay such amounts when due and to execute all such documentation as may be reasonably required by Landlord to evidence the same. Commencing on the Start Date, and continuing for the remainder of the Contract Term, Resident shall pay to Landlord the Contract Amount and Additional Fees. The Monthly Installments shall be paid in advance, without demand, deduction or set off, on the first (1st) day of each and every calendar month during the Contract Term; provided, however that the first Monthly Installment shall be due fifteen (15) days prior to the Start Date. Except as provided by applicable law, Resident has no right to withhold the Contract Amount, Monthly Installments, Additional Fees, or any other sum due under this Contract for any reason whatsoever, including without limitation, (a) an act of God or other force majeure event, including but not limited to, pandemics or other global health concerns, (b) the late arrival of student loan money, reimbursement money, any other university-affiliated funds, or otherwise, (c) the closing of any school, college, university or other learning institution in which Resident attends or plans to attend, (d) the malfunction, suspension or removal of any of the Amenities, or (e) the failure of Landlord to deliver the Bedroom on the Start Date. Except as provided by applicable law, Resident does not have the right to reduce or offset Monthly Installments, Additional Fees or other sums due and

- payable under this Contract by any of Resident's costs or damages against Landlord. Unless otherwise provided in this Contract, all Additional Fees and other sums due under this Contract shall be payable on demand to Landlord at the Management Office. This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- b) **IF EACH MONTHLY INSTALLMENT IS NOT PAID BY 9:00 A.M. ON THE FOURTH (4TH) DAY OF THE MONTH, THE MONTHLY INSTALLMENT IS CONSIDERED LATE, AND RESIDENT WILL BE CHARGED THE INITIAL LATE PAYMENT FEE IN ADDITION TO THE MONTHLY INSTALLMENT. ALSO, BEGINNING ON THE FIFTH (5TH) DAY OF THE MONTH, RESIDENT WILL BE CHARGED THE DAILY LATE PAYMENT CHARGE FOR EACH ADDITIONAL DAY THAT ALL OR ANY PORTION OF THE MONTHLY INSTALLMENT(S) REMAINS UNPAID. This Section survives the expiration of the Contract Term or earlier termination of this Contract.**
- 10) **Method of Payment:** Checks may be processed at the time they are received regardless of a post-date. Additionally, if any check is returned unpaid, then Resident shall pay Landlord the Bad Check Fee, and, if Landlord so elects, Resident shall make all further payments due under this Contract by electronic money order, cashier's check, approved credit card or check. *By providing a check for payment, Resident is hereby given notice that Resident's signed and completed check may be converted to an electronic fund withdrawal upon receipt by Landlord via U.S. Mail or in designated drop box locations. Landlord's receipt of Resident's check shall constitute Resident's authorization for such electronic fund withdrawal.* Landlord may offer an online resident portal for submitting payments. Additional processing fees may apply if Resident elects to submit a payment via such online resident portal. A returned check fee of \$25 for each returned check for resold electric service may be charged as provided for in NCUC Rule R22-5(f) and N.C. Gen. Stat. § 25-3-506.
- 11) **Conditions; Applications of Payments.** Any accord, satisfaction, conditions or limitations noted by Resident on any payment of the Monthly Installment, Additional Fees, or other sum due under this Contract shall be null and void. To the extent permitted by applicable law, Resident waives any notice of nonpayment of the Monthly Installment, Additional Fee or other sums due under this Agreement Resident acknowledges that any payment received by Landlord will be applied in the following order: (a) first, to satisfy any unpaid Initial Late Payment Fee, Daily Late Payment Charge(s), and/or Bad Check Fee, (b) second, to maintenance and repair fees chargeable to Resident, (c) third, to outstanding court legal fees and/or court costs legally chargeable to Resident, (d) fourth, to outstanding utility bills which are Resident's responsibility, (e) fifth, to deposits or portions thereof due from Resident, and (f) sixth, to any Monthly Installment, Additional Fee or other sum due and payable under this Contract which is not previously set forth in (a) through (e) above. If the payment tendered by Resident fails to cover the total charges outstanding, then Resident shall immediately pay the difference, plus any Initial Late Payment Fee, plus any applicable Daily Late Payment Charge(s). In no event will the foregoing provisions of this section apply to charges for resold electric services. A late fee on resold electric service, however, may be charged at 1% of any amount in arrears as provided by NCUC Rule R 12-9(d).
- 12) **Utilities.** The Utilities Addendum attached to this Contract and incorporated herein by this reference sets forth the additional obligations of Landlord and Resident with respect to utilities.
- 13) **Furnishings.** The Bedroom and/or the Unit Common Areas may have Furnishings. Resident shall keep and maintain the Furnishings (if any) in good condition and repair, and hereby agrees to return the Furnishings to Landlord on the End Date or upon the earlier termination of the Contract Term in the same condition as when received by Resident, reasonable wear and tear excepted. Prior to vacating the Bedroom and the Unit, Resident shall return all Furnishings to their respective locations as of the Start Date. Resident shall not place any Furnishings on any patios, balconies, or breezeways in the Unit or the Facility, or otherwise, or remove the Furnishings from the Unit for any purpose. Resident shall be responsible for the repair or replacement costs of all loss, breakage or other damage to the Furnishings provided in the Bedroom. Resident shall be jointly and severally liable (with the other residents of the Unit) for any repair or replacement costs associated with the loss, breakage or other damage to any Furnishings provided within the Unit Common Areas.
- 14) **Insurance.**
- a) Landlord does not maintain insurance to cover (a) Resident's personal injury, (b) loss or damage to Resident's personal property, or (c) Resident's liability for injury, loss or damage caused to others by Resident (or Resident's occupants or guests). Resident is not a co-insured, a beneficiary or an implied beneficiary under any insurance policy maintained by Landlord, unless Landlord has agreed with Resident to offer a service that is covered by a policy of insurance specifically for that service. Resident will be responsible for all damages caused by Resident's failure to comply with this Contract or with any applicable law, or by Resident's occupancy or use of the Unit, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system caused by Resident (or Resident's occupants or guests). To the extent permitted by applicable law, Landlord shall not be liable to Resident, other residents of the Unit or the Facility, guests, or occupants for any damage, injury, or loss to person or property from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lighting,

- wind, explosions, interruption of utilities, theft, hurricanes, negligence of other residents or occupants of the Facility, or invited/uninvited guests, vandalism, or other occurrences. To the extent permitted by applicable law, Resident waives any and all claims against Landlord or its insurer for such injury, loss, or damage.
- b) As described in the Notice of Renter's Insurance Requirement attached hereto, Resident shall be required to acquire and maintain for the duration of the Contract Term (and any extension thereof) a personal liability insurance policy covering Resident and Resident's guests, for personal injury and property damage caused to third parties (including damage to Landlord's property) by Resident or Resident's guests, in a minimum policy coverage amount of \$100,000.00 per occurrence (the "Liability Policy"). Landlord reserves the right to hold Resident liable for any loss in excess of the insurance proceeds paid by the insurer of the Liability Policy. Resident shall provide written proof of the Liability Policy in the form of a declaration page or certificate if insurance prior to the date on which Resident occupies the Unit, and thereafter upon Landlord's request. In the event that Resident fails to deliver Landlord such written proof, Resident hereby elects for Landlord to enroll Resident in a service program administered by Landlord and backed by a liability coverage program administered by an insurance company selected by Landlord, and in such case, Resident shall reimburse Landlord for the cost of such program as an Additional Fee.
- 15) Security Deposit.** Once Resident's application is approved, Resident shall be required to pay the Security Deposit as security for all of Resident's obligations under this Contract, which Security Deposit shall be held pursuant to applicable law. The Security Deposit will be held at Synovus Bank (bank or financial institution) in an account used solely for that purpose. The Security Deposit will not serve as Landlord's limit to damages should Resident violate this Contract. If Resident fails to perform any obligations under this Contract, then following the End Date or upon termination of the tenancy, Landlord may apply all or part of the Security Deposit to Resident's unpaid obligations (including unpaid Monthly Installments) without limiting any other right or remedy of Landlord. Following the End Date, the Security Deposit shall be returned to Resident after deducting any amounts owed for unpaid obligations or damages. The Security Deposit does not release Resident from the obligation of leaving the Bedroom and Unit in a good and clean condition, reasonable use and wear excepted, at the end of the Contract Term. If the Facility is transferred to a new owner, and the Security Deposit is transferred to such new owner, unless applicable law provides otherwise, Landlord will not have any further liability for the return of all or any portion of the Security Deposit to the Resident, and Resident will look to the new owner for reimbursement or disputes.
- 16) Contract Guaranty.** If Resident is unable to satisfy the self-qualification guidelines established by Landlord for the Facility, Resident must provide a guaranty ("**Guaranty**") from an individual who satisfies the criteria established by Landlord for the Facility. Resident shall deliver to Landlord any required Guaranty by the earlier of (a) the date which is five (5) days after the Effective Date, or (b) the Start Date. If Resident is unable to provide the Guaranty, Landlord may, in its sole discretion, either (x) terminate this Contract at any time prior to the Start Date, or (y) waive the requirement to provide a Guaranty; provided, however, that any such waiver may be conditioned on Resident depositing additional security with Landlord (which may include, without limitation, the payment of an additional deposit and the execution of an amendment to this Contract). ANY GUARANTY REQUIRED UNDER THIS CONTRACT SHALL BE VALID FOR THE ENTIRE CONTRACT TERM AS WELL AS EXTENSIONS OR RENEWALS THEREOF WITHOUT GUARANTOR EXECUTING A REAFFIRMATION OF SUCH GUARANTY.
- 17) Entry.** Landlord (and its agents, employees, contractors, representatives, and service providers) shall have the right to enter the Bedroom and Unit at all reasonable hours (or, in the event of an emergency, at any time), without notice to Resident and without Resident's consent, to inspect, remodel, repair and maintain and protect the Unit and the Bedroom as Landlord sees fit in its sole discretion. Further, Landlord has the right to enter the Unit and the Bedroom at all reasonable times, without notice to Resident and without Resident's consent, to show the Unit and the Bedroom to prospective residents, lenders, insurance representatives, and purchasers. Resident shall not change the locks of the Unit or the Bedroom.
- 18) Default of Contract.** Resident is in violation of this Contract, and it shall be an "**Event of Default**" hereunder if:
- Resident fails to pay Monthly Installments on the due date thereof and as otherwise directed by this Contract;
 - Resident fails to pay any charge other than Monthly Installments within ten (10) days after it is due in accordance with this Contract;
 - Resident or Resident's guest(s) violate this Contract or any addenda, the Rules and Regulations, any other rules, any applicable landlord-tenant law, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;

- d) Any utilities payable by Resident or other residents of the Unit are disconnected or shut-off due to non-payment;
 - e) Resident fails to move into the Bedroom after completion of all required documentation, or Resident abandons or apparently abandons the Bedroom (that is, it appears that Resident has moved out before the end of the Contract Term because Resident's personal belongings have been substantially moved out of the Bedroom);
 - f) Any information provided to Landlord (including, without limitation, information in Resident's Contract application) by Resident or Guarantor is false, inaccurate or misleading;
 - g) Resident or Guarantor files in any court pursuant to any statute, whether of the United States or of any state, a petition in bankruptcy or insolvency, or a petition is filed for the appointment of a receiver or trustee of all or a portion of the property of Resident or Guarantor, or there is an assignment by the Resident or Guarantor for benefit of creditors;
 - h) Resident or Resident's guest(s) is charged with or reasonably suspected of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture, delivery or sale of a controlled substance, marijuana, or illegal drug paraphernalia, or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and /or any unlawful conduct involving a minor, regardless of whether such activity results in an arrest, conviction and/or deferred adjudication, and regardless of whether such conduct occurred on or off the grounds of the Facility;
 - i) Resident is charged with or reasonably suspected of a crime involving sexual misconduct of any kind, regardless of whether or not the alleged conduct occurred on or off the grounds of the Facility, and regardless of whether the alleged conduct results in an arrest or conviction, or is found to be a registered sex offender or person subject to registering as a sex offender as defined under the laws of the State;
 - j) Resident's guest is a registered sex offender or subject to registering as a sex offender as defined under the laws of the State;
 - k) Any illegal drugs or illegal drug paraphernalia are found in the Bedroom or the Unit (whether or not Landlord can establish possession) or illegal drug usage by Resident or Resident's guest is reported to Landlord by other residents of the Unit or Facility;
 - l) Resident is unable or refuses to adjust to the concept and requirements of living in the Facility environment as evidenced by repeated complaints about Resident made by other residents or the staff of the Facility;
 - m) Resident keeps any handgun, firearm or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in any part of the Facility, including, without limitation, the Bedroom and the Unit;
 - n) Any act by Resident or Resident's guest(s) materially affects the health and/or safety of Resident, Resident's guest(s), other resident or other persons in the Facility;
 - o) Any willful or intentional act by Resident or Resident's guest(s) or behavior by Resident or Resident's guest(s) constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other residents or persons in the Facility; or
 - p) Resident fails to comply with any other material term, provision, covenant or warranty made under this Contract that is not specifically addressed above in this Section.
 - q) Notwithstanding any other provision of this Lease, your nonpayment of charges for resold utility service, including associated late payment and returned check charges, is not an event of default under this Lease, and our remedies for such nonpayment are limited to (1) the right to recover such charges, with any associated late fees, returned check charges, and interest as provided by law, in a civil action; (2) the right to recover the unpaid electric charges, late fees, and returned check charges from your security deposit; and (3) the right to report your failure to pay to any credit bureau or collection agency.
- 19) Remedies:** Upon the occurrence of an Event of Default, Landlord shall have the right to all remedies at law or in equity, which may include, without limitation, the option to do and perform any one or more of the following without any requirement of demand or notice to Resident:
- a) Collect any charge or fee imposed on Resident under this Contract;
 - b) Sue to collect past due Monthly Installments, Additional Fees and/or any other sum due under this Contract, and any other damages incurred because of Resident's violation of this Contract;
 - c) Terminate this Contract and Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction;
 - d) Terminate Resident's right to occupy his or her Bedroom and the Unit, and institute an action for eviction, but not terminate this Contract or end Resident's monetary obligations hereunder;
 - e) If permitted under applicable law, accelerate the Contract Amount for the balance of the Contract Term and sue to collect all unpaid Monthly Installments, Additional Fees, and/or other sums due under this Contract, and other sums which would become due until the End Date, subject to Landlord's duty to mitigate under applicable law; or
 - f) Report all violations to credit reporting agencies.

The exercise of any remedy by Landlord should not be taken to exclude or waive the right to exercise any other right or remedy which Landlord might have under applicable law or in equity, or as otherwise set forth in this Contract. Regardless of whether Landlord accepts Monthly Installments or other sums due from Resident after Resident is given notice to vacate his or her Bedroom and leave the Unit or an eviction suit is filed against Resident, such acceptance of Monthly Installments or other sums is under a reservation of rights and does not waive or diminish Landlord's continuing right of eviction or any other contractual or statutory right against Resident unless Landlord specifically agrees to such in writing.

20) Termination. To the full extent permitted by applicable law, and except as otherwise specifically set forth in this Contract (including, without limitation, Section 21 below), no termination of this Contract prior to the End Date of the Contract Term will affect Landlord's right to collect the total Contract Amount. Resident acknowledges that conflicts among Resident and other residents of the Unit do not constitute grounds to terminate this Contract. Landlord shall not be liable or responsible for problems or disagreements arising out of any differences in personality, style of living, etc. among Resident and other residents of the Unit, or if any resident of the Unit is untruthful on any written documentation. In addition, Resident shall not be released from his or her liability under this Contract for any reason including without limitation school withdrawal, school transfer, loss of job, marriage, divorce, loss of any of the residents in the Unit, bad health or for any other reason. Except as expressly permitted by applicable law, Resident will not move out of the Bedroom or exercise any right of termination arising out of any breach by Landlord due to the condition or state of repair of the Bedroom or the Unit, and Resident waives any right, statutory or otherwise, to do so. No surrender of the Bedroom or the Unit by delivery of keys will terminate this Contract unless and until specifically accepted in writing by Landlord.

21) Resident's Rights to Terminate.

- a) **Military Termination.** Resident may terminate this Contract by giving Landlord written notice if: (1) Resident is or becomes a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently depart the local area, or if Resident is relieved from active duty (subject to the exception noted below); or (2) while in military service, Resident receives military orders for a permanent change-of-station or to deploy with a military unit (or as an individual in support of a military operation) for a period of at least ninety (90) days, or Resident is deployed to a foreign country as a member of the U.S. Armed Forces and is not continuing to receive housing allowance from the military ("**Military Cause**"). To terminate this Contract for Military Cause, Resident must deliver to Landlord a written termination notice and a copy of Resident's orders or a signed letter, confirming the orders, from Resident's commanding officer, confirming a Military Cause, and if Resident meets the requirements, this Contract will terminate on the later of (1) the next Monthly Installment due date following the thirtieth (30th) day after Resident provides the termination notice, or (2) the next Monthly Installment due date following the effective date of Resident's deployment or station change. After move-out, Resident is entitled to the return of Resident's Security Deposit, less lawful deductions. When signing or renewing this Contract, if Resident already has deployment or change-of-station orders, or if Resident knows that Resident will be retiring or ending an enlistment term before the end of the Contract Term, Resident may not be allowed to enter into or renew this Contract without prior approval.
- b) **No-Cause Early Termination.** Notwithstanding anything to the contrary contained in this Contract, provided Resident is not then in default under this Contract and is otherwise then in compliance with this Contract (both at the time of giving notice and at the date of termination), and provided that a condition does not then exist (both at the time of giving notice and at the date of termination) that with the passage of time or giving of notice, or both, would cause Resident to be in default under this Contract, Resident shall have the right to terminate this Contract by providing written notice to Landlord (the "**Early Termination Notice**") of such termination and paying to Landlord the No-Cause Termination Fee. The effective termination date of this Contract shall be the date that is sixty (60) days from and after Landlord's receipt of the Early Termination Notice, provided that Resident has paid the No-Cause Termination Fee to Landlord as of such date. Should Resident fail to pay the No-Cause Termination Fee or otherwise fail to satisfy the terms and conditions set forth above, the Early Termination Notice shall be deemed null and void and this Contract shall continue in full force and effect.

22) Move-Out. When Resident vacates the Bedroom and the Unit, whether at or prior to the end of the Contract Term, Resident shall leave the Bedroom and the Unit (including without limitation the carpets, walls, windows, bathrooms, kitchen, patios, balconies, and Furnishings) clean and in good repair and condition, subject to normal wear and tear. Resident shall schedule a walk-through of the Bedroom and the Unit with Landlord's staff no later than three (3) days prior to the end of the Contract Term. If Resident fails to leave the Bedroom and the Unit Common Areas in clean and in good repair and condition as described above, Resident (and, to the extent applicable, the other residents of the Unit) shall be responsible for the charges to complete any cleaning, repair or replacement. In addition, if Resident fails to remove any of Resident's property from the Bedroom, the Unit or other portions of the Facility after Resident vacates the Bedroom and the Unit, or upon the end of the Contract Term, such property shall be considered abandoned by Resident and may be stored or disposed of by Landlord in any manner whatsoever without accounting to Resident or being liable to Resident for such disposition. Landlord shall have the right to charge Resident, and Resident shall pay

Landlord for, all costs incurred by Landlord to remove, store or dispose of such property. This Section survives the expiration of the Contract Term or earlier termination of this Contract.

- 23) **Subletting and Renting.** This Contract permits Resident, and Resident only, to live in the Bedroom. Resident shall occupy the Bedroom as a private residence and for no other purpose. Resident shall not (a) sublease the Bedroom and/or the Unit, or (b) lease, rent or otherwise allow others to occupy the Bedroom or the Unit through Airbnb, Inc. or any similar service, or any website or other medium which is used to list, find and rent lodging.
- 24) **Assignment.** Resident may not assign this Contract without Landlord's prior written consent, which consent shall be granted or withheld in Landlord's sole discretion. In order to request an assignment, Resident shall complete the Landlord's Assignment Intent Form, which is available in the Management Office. Resident acknowledges that the completion of the Landlord's Assignment Intent Form does not release Resident or Guarantor of any of the obligations under this Contract: the Assignment Intent Form only documents Resident's request to assign this Contract. Resident acknowledges and agrees that Landlord is not responsible for identifying a replacement resident to whom Resident can assign this Contract, and Landlord is not obligated to fill the Bedroom prior to filling other available bedrooms in the Facility. In the event that Landlord approves the assignment of this Contract to a replacement resident, such assignment shall be deemed complete only when all of the following have occurred: (a) all fees due and payable by Resident have been paid, including, without limitation, the Assignment Fee, (b) any and all required paperwork is completed by Resident and the replacement resident, and (c) the replacement resident moves into the Bedroom. Unless otherwise expressly agreed to by Landlord in writing, no assignment by Resident shall relieve Resident or any Guarantor of any liability under this Contract.
- 25) **Vacant Bedrooms.** Resident acknowledges that the Unit may contain other bedrooms in which other residents may reside. Resident hereby acknowledges that Landlord, in Landlord's sole and absolute discretion, may assign a resident to any vacant bedroom in the Unit before or during the Contract Term, without notice. Landlord shall not be responsible for any conflict between Resident and any other occupants of the Unit, or any guest, licensee or invitee of any other occupant of the Unit, whether or not such resident has been assigned to the Unit by Landlord. If Resident occupies any vacant bedroom within the Unit, Resident shall execute a new contract with respect to such bedroom, and shall pay to Landlord, in addition to the Monthly Installments due hereunder, the monthly installments, additional fees and other charges for such bedroom.
- 26) **Relocation.** Landlord reserves the right, in its sole discretion and upon five (5) days' advance notice to Resident, to relocate Resident to another unit in the Facility. In the event of an emergency, as determined by Landlord, Landlord may relocate Resident upon less than five (5) days' advance notice. If Resident desires to be relocated to another unit in the Facility, Resident shall submit a written relocation request to Landlord, which request shall be granted or denied in Landlord's sole discretion. Prior to relocating to the new bedroom, Resident shall (a) pay to Landlord the Relocation Fee and all Monthly Installments, Additional Fees and other sums due and payable by Resident under this Contract, (b) execute any documents required by Landlord, and (c) pay to Landlord a security deposit for the new bedroom, the amount of which shall be determined by Landlord in its sole discretion. Upon the completion of (a) through (c) in the immediately preceding sentence, Resident shall vacate the Bedroom and move into the new bedroom within twenty-four (24) hours or Resident shall be financially liable for the Bedroom and the new bedroom. Landlord's consent to one or more relocations shall not constitute consent to any future relocation. Under no circumstances shall Landlord be responsible for relocation costs.
- 27) **Holdover.** If Resident fails to vacate the Bedroom or the Unit by the End Date or earlier termination of the Contract Term, Resident shall pay the Holdover Resident Fee to Landlord by 8:00 a.m. on each day of the holdover. The inclusion of the preceding sentence in this Contract shall not be construed as Landlord's consent for Resident to hold over. No such holding over by Resident shall constitute any form of tenancy, but will be considered unlawful possession, and Landlord may exercise any right or remedy available under this Contract or applicable law to recover possession of the Bedroom and the Unit, and to recover damages from Resident. If any holding over prevents a new resident from occupying the Bedroom or the Unit, Resident may also be liable to Landlord for all monthly installments, additional fees, and other sum due and payable under the new resident's Contract with Landlord, subject to Landlord's obligation under applicable law, if any, to mitigate damages.
- 28) **Damage/Destruction/Condemnation.** Resident shall immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving or known to Resident, elsewhere at the Facility. If, during the Contract Term, the Bedroom or the Unit is damaged or destroyed by fire or other

casualty, then, at Landlord's option: (a) the Bedroom or the Unit shall be promptly restored and repaired by Landlord and any Monthly Installments for the period that the Bedroom or the Unit is uninhabitable by Resident shall abate, unless and to the extent Landlord provides Resident with a comparable alternative living space, in which event Monthly Installments will not be abated, (b) Landlord may terminate this Contract by so notifying Resident, in which event the Monthly Installments shall cease to accrue as of the date of such damage or destruction, or (c) Landlord may relocate Resident to another bedroom or unit within the Facility or a comparable facility. Notwithstanding the foregoing, Resident shall not be excused from paying Monthly Installments, Additional Fees, or other sums due under this Contract if the damage or destruction to the Bedroom or the Unit is caused by Resident or any guest of Resident. If the Unit or the Facility is condemned, this Contract shall terminate on the date Landlord tenders possession of the Unit or the Facility to the condemning authority. All condemnation damages shall be the property of Landlord.

- 29) **Limited Liability and Release.** Neither Landlord nor the Landlord Parties shall be liable to Resident or Resident's guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes or Resident's personal conflict with other residents of the Facility. **TO THE EXTENT ALLOWED BY APPLICABLE LAW, RESIDENT, FOR HIMSELF/HERSELF AND FOR RESIDENT'S GUESTS, RELEASES LANDLORD AND THE LANDLORD PARTIES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (A) FOR LOSS OR THEFT OF RESIDENT'S OR RESIDENT'S GUEST'S PERSONAL PROPERTY, AND/OR (B) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO RESIDENT OR RESIDENT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, THE AMENITIES OR THE OTHER PORTIONS OF THE FACILITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES. RESIDENT ASSUMES FOR HIMSELF/HERSELF AND FOR ALL OF RESIDENT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF ANY PORTION OF THE FACILITY, INCLUDING, WITHOUT LIMITATION, THE AMENITIES AND ALL FACILITY COMMON AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE SUPPLIED FOR RESIDENT'S USE, AT RESIDENT'S SOLE RISK. RESIDENT IS RESPONSIBLE FOR THE ACTIONS OF RESIDENT'S GUESTS.**
- 30) **Security.** Resident acknowledges that Landlord has not made any representations, either written or oral, to Resident concerning the safety of his or her Unit or the Facility or the effectiveness or operability of any security devices or security measures at the Unit or the Facility. At Landlord's sole and absolute discretion, Landlord may elect to install certain security devices or measures that are not required by law. The installation of these security devices or measures does not imply that Landlord will monitor any of these security devices or measures. It is further understood that Landlord may elect to discontinue any security devices or measures at any time, with or without notice to Resident. Resident acknowledges and agrees that Resident's security is Resident's responsibility alone. Resident acknowledges that Landlord neither warrants nor guarantees the safety or security of Resident or its guests against any criminal, tortious, or wrongful acts of any person. Resident acknowledges that security devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident acknowledges that Resident should not rely on such devices or measures and should take steps to protect himself or herself and his or her property as if these devices or measures did not exist. Resident agrees to immediately notify Landlord in writing of any malfunctions involving locks, doors or windows.
- 31) **Subordination.** This Contract and Resident's rights hereunder are subject and subordinate to any present and future lien of a lender (a "**Lender**") which is secured by all or any portion of the Facility. Resident shall, within five (5) days after Landlord's request, sign any documentation that Landlord requests to confirm that this Contract is so subject and subordinate. If Resident fails to deliver to Landlord such signed documentation within such five (5)-day period, Landlord may sign the same as the attorney-in-fact of Resident and in Resident's name, place, and stead, and Resident hereby irrevocably makes, constitutes, and appoints Landlord as such attorney-in-fact for that purpose, such right being coupled with an interest. In the event that a Lender or such other party (any such party, a "**Transferee**") takes over ownership of the Facility as a result of foreclosure, the exercise of power of sale, or other similar proceedings, Transferee may elect to terminate or continue this Contract. If Transferee elects to continue this Contract, Resident shall attorn to and recognize such Transferee as "Landlord" under this Contract for the balance of the Contract Term, and any extension or renewal thereof, and this Contract shall continue as a direct Contract between Resident and Transferee, except that Transferee shall not be (a) responsible for any act or omission of Landlord before the date Transferee acquired the Facility; (b) subject to any offset, defense or counterclaim against Landlord accruing before the transfer; (c) bound by any previous prepayment of more than one (1) Monthly Installment or one (1) month's Additional Fees; or (d) required to pay to Resident or account for any Security Deposit or funds of the Resident other than any Security Deposit or other funds actually delivered by Landlord to Transferee.

32) Condition of Premises.

- a) Resident shall be liable for the cost of any and all repairs made necessary by the violation of the terms of this Contract by Resident or Resident's guests, or the negligent or careless use of the Bedroom, the Unit, or any other part of the Facility including without limitation (i) the costs of any and all repairs for damage from waste water stoppages or other plumbing issues caused by foreign or improper objects in lines serving any bathroom used by Resident or the kitchen of the Unit, (ii) damage to Furnishings, doors, windows or screens, (iii) damage caused from windows or doors being left open, and (iv) repairs or replacements to security devices necessitated by misuse or damage by Resident or Resident's guests (including damage to the Bedroom and the Unit Common Areas that may have been caused by other residents of the Unit (if Landlord cannot ascertain the individual who caused the damage)). Landlord may require Resident to prepay such repairs, or, if Landlord advances the funds for such repairs, Resident shall be responsible for reimbursing Landlord for the same within ten (10) days following receipt of an invoice from Landlord. Excepting only ordinary wear and tear, Resident shall be solely responsible to Landlord for damages to the Bedroom and the Furnishings therein. In addition, Resident shall be jointly and severally liable (with the other residents of the Unit) for all damages to Unit Common Areas and the Furnishings therein. In addition, Resident shall be liable to Landlord for any damages of any nature that result from the usage by Resident or Resident's guests to any of the Amenities and any of the furnishings, property, systems or components located in the Facility Common Areas. Landlord will provide normal maintenance and repair of the Bedroom and the Unit without additional charge to Resident, except for repairs made necessary by the misuse of the Bedroom or the Unit by Resident or Resident's guests. Resident will immediately report to Landlord, in writing, the need for repair of the Bedroom or the Unit, including plumbing, heating, air conditioning and other systems. If damage is incurred within the Bedroom or the Unit due to Resident's failure to timely submit a maintenance request to Landlord, then Resident shall be liable for any costs resulting from such delay. Landlord's repair costs payable by Resident hereunder shall include Landlord's actual out-of-pocket expenses plus an overhead charge of fifteen percent (15%). This Section survives the expiration of the Contract Term or earlier termination of this Contract.
- b) If there is noncompliance by Resident materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, and Resident fails to comply (i) as promptly as conditions require in case of emergency, or (ii) within fourteen (14) days after written notice by Landlord specifying the breach and requesting that Resident remedy it within that period of time, Landlord may enter the Unit and cause the work to be done in a workmanlike manner and submit a bill to Resident for the cost thereof, and such charges shall be due within ten (10) days following Resident's receipt of such bill. The costs payable by Resident hereunder shall include Landlord's expenses plus an overhead charge of fifteen percent (15%).
- 33) Parking.** The Parking Addendum attached to this Contract and incorporated herein by this reference and the Rules and Regulations set forth the rights and obligations of Landlord and Resident with respect to parking at the Facility.
- 34) Landlord Obligations.** Resident shall notify Landlord in writing of any alleged violation by Landlord of any of its obligations to Resident under this Contract, within fourteen (14) days after the alleged violation. To the full extent permitted by applicable law, the failure of Resident to make such notification within such time shall constitute a complete waiver by Resident of such violation by Landlord.
- 35) Rules and Regulations.** Resident shall comply with the Rules and Regulations attached to this Contract as **Exhibit C** and by this reference incorporated herein (as the same may be altered, supplemented, amended, or modified from time to time in accordance with this Section 35, the "**Rules and Regulations**"). Resident shall be bound by any reasonable alterations, supplements, amendments, and modifications to the Rules and Regulations that Landlord may make from time to time, and any such alterations, supplements, amendments and modifications shall be deemed effective and a part of this Contract upon the earlier of the date the same are delivered to Resident, or posted in the Facility Common Areas. In the event of any inconsistency between the terms of this Contract and the Rules and Regulations, the provisions of the Rules and Regulations shall govern and control, and all other provisions of the Rules and Regulations shall remain in effect. Resident is responsible for Resident's guests' compliance with the Rules and Regulations. Landlord shall use commercially reasonable efforts to cause other residents and guests of the Facility to comply with the Rules and Regulations; provided, however, to the fullest extent permitted by applicable law, in no event shall Landlord be responsible for any party's failure to comply with the Rules and Regulations.
- 36) Resident's Rental History.** Resident acknowledges and agrees that, if a third party requests information on Resident or Resident's rental history for law enforcement, governmental or business purposes, Landlord

may provide such information. Landlord may request information from any utility provider about pending or actual connections or disconnections of utility service to the Unit.

- 37) Amenities.** Resident acknowledges and agrees that Landlord has no obligation to provide any Amenities, and Landlord may temporarily or permanently remove any of the Amenities at any time without providing notice to Resident. Resident acknowledges that Amenities with mechanical components can be rendered inoperable at any time, and Landlord shall have no obligation to repair or replace any of the Amenities. In no event shall Resident be entitled to withhold Monthly Installments, to a reduction in any Monthly Installment, or to terminate this Contract by reason of malfunction, suspension, or removal of any of the Amenities.
- 38) Consent to Contact.** Resident acknowledges and agrees that Landlord and any of its affiliates may call or text Resident or authorize others to do the same, including with automated equipment or recorded messages, on its behalf to any number Resident provides, directly to indirectly, for any purpose, including marketing Landlord's or any of its affiliates' services and/or products, even if the number called is on state or federal do-not-call registries. Resident is responsible for charges for incoming text messages or calls on Resident's wireless phone(s). If Resident does not want to receive communications from Landlord or any of its affiliates via automated telephone systems or recorded messages, Resident may make such a request: (a) with respect to text messages, by replying "STOP"; and/or (b) with respect to all other communications, by writing to email: privacy@landmarkproperties.com. Please allow 30 days for your request to be honored. Resident's consent to receive marketing communications from Landlord and any of its affiliates is not required for any purchase. Resident's consent outlined in this paragraph survives termination of this Contract.
- 39) Dispute Resolution Arbitration. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS RESIDENT'S RIGHTS, AND THE RIGHTS OF THOSE TO WHOM RESIDENT PROVIDES ACCESS TO THE PREMISES, INCLUDING GUESTS, GUARANTORS, AND ASSIGNEES.**

Except as expressly provided below, Landlord and Resident agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Contract or a similar prior contract, the Premises, or the relationship between Resident and Landlord and its affiliates (including matters occurring prior to the date of this Contract and disputes with third parties) (collectively, "Claims") will be resolved by arbitration, including any dispute about arbitrability, such as scope and enforceability. The right and obligation to arbitrate under this section shall extend to all Claims, including those against or involving third parties such as Landlord's or its affiliates' officers, directors, employees, agents, shareholders, members, partners, subsidiaries, joint venturers, or contractors.

Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties shall agree on a substitute arbitration organization, such as JAMS, that will enforce the arbitration provisions as written. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The arbitration will be concluded within three months of the date the arbitrator is appointed. Because the Contract memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.

The following matters will not be subject to arbitration but will instead be adjudicated in the appropriate court of the state in which the Facility is located: (a) an action for possession or for injunctive remedies provided under applicable landlord-tenant laws or to enforce intellectual property rights; (b) a suit by Landlord or its assignee for collection of amounts owed by Resident under this Contract; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in such court, instead of arbitration.

Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.

Resident also agrees that: (a) **CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL, NON-CLASS, AND NON-REPRESENTATIVE CAPACITY, AND THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED ABSENT CONSENT OF ALL PARTIES;** and (c) **TO THE FULLEST EXTENT**

PERMITTED BY LAW, RESIDENT AND LANDLORD HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY, EVEN FOR DISPUTES NOT SUBJECT TO ARBITRATION.

Resident can decline this arbitration agreement by timely writing to 315 Oconee Street, Athens, GA 30601 and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that Resident wishes to opt out of this arbitration agreement. To be effective, the opt-out notice must be mailed no later than 30 days after the date Resident becomes bound by the arbitration agreement. Please note that Resident will continue to be bound by any older arbitration provision Resident did not opt out of and any arbitration provision that otherwise governs the Claims.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, except that if the class action waiver above is found unenforceable, the entire arbitration agreement is void, other than the jury waiver provision.

40) Miscellaneous.

- a) **Incorporation of Addenda; Inconsistency.** Each addendum attached to this Contract is incorporated herein by this reference. In the event of any inconsistency between the terms of this Contract and the attached addenda, the terms and conditions of the applicable addendum shall govern and control.
- b) **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of Landlord and its successors and assigns. This Contract represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Contract may only be amended by a written instrument executed by both Landlord and Resident.
- c) **Waiver:** No failure or delay on the part of Landlord to enforce any term or condition of this Contract will be considered a waiver or relinquishment of any right or remedy of Landlord hereunder, and will not be considered a waiver of any future breach of such term or condition. All remedies provided for in this Contract are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
- d) **Joint and Several Liability.** If this Contract is signed by more than one person as Resident, then the liability hereunder of all such persons to Landlord shall be joint and several, and references in this Contract to Resident shall be deemed to include all persons who so sign this Contract as Resident. Resident and each of the other residents of the Unit are jointly and severally liable for all obligations relating to the Unit Common Areas and the utilities (if applicable); provided, however that Resident alone is liable for Monthly Installments and Additional Fees, and obligations under this Contract relating to the Bedroom. Notwithstanding the foregoing, in no event will this subsection apply to charges for resold electric services.
- e) **Severability.** In the event any clause or provision of this Contract is or becomes illegal, invalid or unenforceable because of any present or future laws, or any rule or regulation of any governmental body or entity, such provision shall be deemed severed from this Contract, and the remaining parts of this Contract shall not be affected thereby. Notwithstanding the foregoing, in the event that such illegality, invalidity or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties, Landlord shall have the right to terminate this Contract on written notice to Resident.
- f) **Time of Essence.** Time is of the essence in this Contract. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively. In the event that any time period (other than the Contract Term) specified herein shall expire on a weekend or a federally recognized holiday, then such time period shall be automatically extended to the next business day.
- g) **Entire Agreement.** Landlord and Resident agree that this Contract (and any exhibits and addenda attached hereto) contain the entire and sole agreement between Landlord and Resident, and prior oral or written representations, inducements, expectations, promises or agreements between Landlord and Resident not specifically set forth in this Contract shall be of no force or effect. No modification or amendment of this Contract shall be binding upon the Landlord and Resident unless such modification or amendment is in writing and signed by Landlord and Resident. For purposes of this Section 38(g), a modification or amendment shall be deemed "in writing and signed" if completed and electronically signed by Landlord and Resident through any computer-based leasing/property management program utilized by Landlord.
- h) **Attorney's Fees.** If Landlord brings legal action to enforce this Contract against Resident, and the court or other legal body rules in favor of Landlord, in whole or in part, Resident is liable for the costs and expenses of such action incurred by Landlord, including Landlord's reasonable attorneys' fees, in addition to any amounts awarded to Landlord in such action.

- i) **Notices.** All notices and other communications required by or relating to this Contract shall be effective, if by Landlord to Resident, by serving on Resident in person, by posting notice on the door of the Unit, by electronic mail, or by mailing or delivering said notice to Resident at his or her Unit. When the notice or communication applies to more than one resident of the Unit, such notice shall be conclusively deemed to have been given to all residents of the Unit, including Resident, when such notice is given to any one of the residents. All notices and demands by Resident to Landlord should be delivered in writing to the Management Office.
- j) **Agent's Rights.** Landlord hereby appoints and assigns to Agent all rights, duties, and authority of Landlord under this Contract. Resident acknowledges said appointment and assignment and agrees to recognize Agent as Landlord's agent for all purposes recited in this Contract and shall deliver all notices and payments required of Resident under this Contract to Agent at the Management Office. Any and all releases or indemnifications inuring to the benefit of Landlord hereunder, or in any of the exhibits or addenda attached hereto, shall equally apply to Agent.
- k) **Counterparts.** This Contract may be executed by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate execution, the parties agree that this Contract may be executed and forwarded to the other party by facsimile, by e-mail in "PDF" format, or by electronic signature, and such party's facsimile, "PDF" or electronic format signature shall be binding and enforceable as an original signature.
- l) **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state in which the Facility is located (the "State").
- m) **Headings.** The use of headings in this Contract is solely for the convenience of indexing the various Sections hereof and shall in no event be considered in interpreting any provision of this Contract.
- n) **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. and until Landlord has executed this Contract, Landlord shall have the right to refuse to lease a Bedroom to Resident for any reason whatsoever; provided, however, such refusal shall not be based on the applicant's protected class status under any federal, state or municipal law. In the event of a refusal, Resident shall be refunded, if applicable, any prepaid Monthly Installments and/or refundable Additional Fees.
- o) **Electronic Delivery of Certain Information/Documentation.** Landlord may, but is not required to, provide the following information and/or documentation to Resident via electronic means: (a) a copy of the Contract and any documents related to the Contract, (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund, (c) any promise to clean, repair, or otherwise improve any portion of the premises made by Landlord prior to entering into this Contract with Resident, (d) advance notice of entry to inspect, make repairs, or show the premises to prospective residents or purchasers.

IN WITNESS WHEREOF, Landlord and Resident have executed this Contract as of the date and year first above written.

LANDLORD:

RESIDENT:

The Station at Raleigh Property Owner , LLC

Printed Name: _____

By: Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

EXHIBIT A
DEFINED TERMS

1. “**Additional Fees**” has the meaning set forth in Section 3.
2. “**Agent**” has the meaning set forth in Section 1(e).
3. “**Alternative Accommodations**” has the meaning set forth in Section 5(b).
4. “**Amenities**” shall mean, collectively, any club house, pools, hot tubs, fitness centers, fitness equipment, tanning beds, sports courts, WiFi internet service, grills, computer labs, roof decks, balconies, golf simulators, pool tables, movie theatres, or other recreational equipment or facilities located within the Facility Common Areas for the non-exclusive use by all residents of the Facility.
5. “**Bedroom**” has the meaning set forth in Section 4(a).
6. “**Condition Form**” has the meaning set forth in Section 7(b).
7. “**Contract**” has the meaning set forth in the preamble.
8. “**Contract Amount**” has the meaning set forth in Section 2(a).
9. “**Contract Term**” has the meaning set forth in Section 1(g).
10. “**Early Termination Notice**” has the meaning set forth in Section 21(b).
11. “**Effective Date**” has the meaning set forth in the preamble.
12. “**End Date**” has the meaning set forth in Section 1(g).
13. “**Event of Default**” has the meaning set forth in Section 18.
14. “**Facility**” has the meaning set forth in Section 1(a).
15. “**Facility Common Areas**” means all areas of the Facility to which all residents have general access from time to time, as provided in Landlord’s discretion.
16. “**Furnishings**” means all furniture, fixtures, equipment and appliances provided by Landlord for use in the Bedroom and/or the Unit Common Areas, but not any furniture, fixtures, equipment and appliances provided by Landlord for use in the other bedrooms within the Unit.
17. “**Guaranty**” has the meaning set forth in Section 16.
18. “**Landlord**” has the meaning set forth in Section 1(d).
19. “**Landlord Parties**” means (a) Agent, (b) the respective agents, employees, affiliates, officers, members and directors of Landlord and Agent, and (c) the successors and assigns of any of the aforementioned parties.
20. “**Utilities**” has the meaning set forth in Section 12.
21. “**Liability Policy**” has the meaning set forth in Section 14.
22. “**Lender**” has the meaning set forth in Section 31.
23. “**Management Office**” has the meaning set forth in Section 1(f).
24. “**Military Cause**” has the meaning set forth in Section 21(a).
25. “**Monthly Installment**” has the meaning set forth in Section 2(a).
26. “**Releasees**” has the meaning set forth in Section 29.
27. “**Resident**” has the meaning set forth in Section 1(c).
28. “**Rules and Regulations**” has the meaning set forth in Section 35.
29. “**Start Date**” has the meaning set forth in Section 1(g).
30. “**State**” has the meaning set forth in Section 40I).
31. “**Transferee**” has the meaning set forth in Section 31.
32. “**Unit**” has the meaning set forth in Section 4(a).
33. “**Unit Common Areas**” means all areas within the Unit to which Resident and the other residents of the Unit have access without entering into any bedroom within the Unit.

EXHIBIT B
SCHEDULE OF ADDITIONAL FEES

1. **After- Hours Lockout Fee:** \$50.00
2. **Animal Deposit:** \$N/A
3. **Animal Violation Fee (First Violation):** \$100.00
4. **Animal Violation Fee (Additional Violation):** \$200.00
5. **Annual Activity Fee:** \$N/A
6. **Annual Recycling Fee:** \$N/A
7. **Administrative Fee:** \$150.00
8. **Application Fee:** \$50.00
9. **Contract Re-Assignment Fee:** \$500.00
10. **Garbage Removal Fee:** \$25.00 per item/bag, per day
11. **Holdover Resident Fee:** \$150.00 per day
12. **Lock Change Fee:** Shall mean, with respect to (a) the Bedroom or the Unit, \$50.00 and (b) the mailbox, \$50.00
13. **Monthly Amenity Fee:** \$N/A
14. **Monthly Animal Charge:** \$20.00
15. **Monthly Furniture Rental Fee (If applicable to property):** \$N/A
16. **Monthly Landlord Administered Liability Protection Program Fee (Liability Waiver Only):** \$12.00
17. **Monthly Premium Fees:** 10.00 - Poolside Location
18. **No-Cause Termination Fee:** The lesser of (a) the total Monthly Installments for the remainder Contract Term, or (b) the total Monthly Installments for a period of six (6) months
19. **One-Time Animal Charge:** \$300.00
20. **Parking Fee:** \$N/A
21. **Relocation Fee:** \$500.00
22. **Replacement Access Device Fee:** \$50.00
23. **Replacement Parking Permit Fee:** \$50.00
24. **Returned Payment Fee:** \$25.00
25. **Security Deposit:** \$ _____
26. **Smoke Detector Violation Charge:** \$100.00 per occurrence
27. **Sprinkler Violation Charge:** \$250.00
28. **Transportation Fee:** \$ N/A
29. **Unauthorized Person Charge:** \$100.00 per day

EXHIBIT C

RULES AND REGULATIONS

Any and all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Housing Contract to which this Exhibit C is attached (the "Contract"). Resident acknowledges that Landlord shall have the right to assess reasonable charges for violations of these Rules and Regulations, and Resident shall pay such charges to Landlord in accordance with the Contract, even if the exact amount of any particular charge is not listed below or in the Contract. All of the Rules and Regulations shall apply to Resident's guests, and Resident shall be responsible for ensuring that Resident's guests comply with the provisions of this Exhibit C. Any reference to "Resident" in the below provisions shall apply equally to Resident's guests.

1. FACILITY.

- a. Resident shall use the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility for purposes of ingress and egress only. Resident shall not obstruct (or allow or cause bicycles, vehicles or other items to obstruct) the driveways, sidewalks, courtyards, passages, stairs or halls of the Facility.
- b. Resident may not distribute, post, or hang any signs or notices in any portion of the Facility (other than the Bedroom and the Unit in accordance with these Rules and Regulations).
- c. Resident shall not leave bicycles in any area of the Facility, except on bicycle racks provided by Landlord (if any) in Landlord's sole discretion.
- d. Motorcycles, motor scooters, mopeds, or other vehicles with internal combustion engines are prohibited in any building within the Facility.
- e. Team sports such as football, baseball, basketball, kickball, soccer, dodgeball, volleyball, etc. shall be limited to the designated areas (if any) only. In no event shall such sports be played in parking areas or the pool area.
- f. Resident shall not move or remove any furniture provided by Landlord in the Facility Common Areas. Moving or removing such furniture will be considered disorderly conduct or theft, and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
- g. Use of the Facility Common Areas (including, but not limited to, the Amenities) shall be limited to Resident, Resident's guests, and the other residents (and other residents' guests) of the Facility. Guests of residents using the Facility Common Areas and/or the Amenities must be accompanied by Resident at all times. If Resident's guest is sixteen (16) years of age or younger, such guest must be accompanied by a parent or guardian at all times. Landlord shall have the right, in its sole discretion, to prohibit Resident's guests from using the Facility Common Areas and/or the Amenities.
- h. All household trash and garbage must be placed directly in (and not around or in the vicinity of) the applicable trash chute, bin, dumpster, or compactor located within the Facility. In no event shall Resident dispose of any furniture, boxes, or construction debris in any of the trash receptacles provided by Landlord or elsewhere within the Facility. Resident shall not leave such trash and refuse in the Bedroom, the Unit, or other portions of the Facility. Landlord reserves the right to charge Resident the Garbage Removal Fee, or such other fee as is reasonable under the circumstances, as determined by Landlord. In addition, Resident shall be liable for the cost of any additional clean-up or repairs required as a result of any violation of this provision.
- i. Resident shall not operate any business within the Facility, including without limitation, a childcare service.

2. BEDROOM AND/OR UNIT

- a. Resident shall not place any signs in the Bedroom or the Unit that are visible from the exterior of the building in which the Bedroom and the Unit are located. All draperies, drapery linings, shutters or blinds visible from the exterior of the Unit must show white or off-white. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place. Neon or flashing signs cannot be displayed in any window.
- b. Resident shall keep clean and uncluttered the patios and balconies that are a part of the Bedroom and/or the Unit. Resident shall not hang (or allow to be hung) garments, rugs or any other items from any exterior of the Bedroom or the Unit (including, without limitation, windows, patios, and balconies). Resident shall not throw, drop or hang any item out of the windows of the Bedroom or the Unit, or off the balconies or patios of the Bedroom and/or the Unit. Resident shall not use the patios or balconies for storage purposes. Resident shall not fence in, wire, or otherwise enclose the patios and/or balconies. Furniture on the balconies and patios of the Bedroom and/or the Unit shall be limited to furniture designed for outdoor use. Resident shall be subject to a written warning, fine, or both for violation of this provision, in addition to any clean-up costs or repairs required as a result of any violation of this provision. Landlord reserves the right to deny placement of items deemed inappropriate on or about Resident's Unit.
- c. Resident may place a welcome mat in front of entry to the Unit; provided, however, in no event shall Resident place a rug or carpet remnant in front of the entry to the Unit.
- d. Resident shall not install (or cause to be installed) any electrical or telephone wiring in the Unit or in any portion of the Facility.
- e. Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used by Resident only for the purpose for which they were constructed. Sweepings, rubbish, rages, ashes, grease, and other foreign substances shall not be thrown in any plumbing apparatus.
- f. Except in the case of a fire, Resident shall not trigger the overhead sprinkler system in the Unit (if applicable). Resident acknowledges that a simple depression of the sprinkler head will result in a total draining of water from the overhead sprinkler system. To the full extent permitted by applicable law, Landlord shall not be liable for damages incurred if the overhead sprinkler

system is triggered. If the overhead sprinkler system is triggered in the absence of a fire, Resident shall be subject to a written warning, the Sprinkler Fine, or both, in addition to any clean-up costs or repairs required as a result of any violation of this provision.

3. **PROHIBITED ITEMS.** Resident shall not bring any of the following items into the Bedroom, the Unit or any other areas of the Facility:
(a) any construction barriers, cones, street signs, newspaper machines, or other stolen property, (b) darts or dart boards (c) liquid-filled furniture (including, without limitation, waterbeds, hot tubs or spas), (d) hazardous or dangerous substances and chemicals (including without limitation automobile batteries, gasoline, acids and other dangerous chemicals), (e) fireworks, fire crackers, or other explosives, (f) weapons (including without limitation pistols, rifles and other firearms, BB guns, paint pellet guns, numchucks and switch blades), (g) major appliances not provided by Landlord (including without limitation washers, dryers, and dishwashers), (h) live-cut Christmas trees, wreaths or other live decorations, (i) pool tables, (j) hot plates, candles, halogen lamps, space heaters, cooking grills, lighter fluid, or any other item that has a heating element or open flame, (k) aerials, masts or other short wave radio transmitting equipment, or (l) satellite dishes.
4. **ALTERATIONS TO UNIT.** Resident shall not modify any portion of the Unit (including, without limitation, the ceilings, floors, walls, shelves, closets) in any manner without Landlord's written consent, which consent shall be granted or withheld in Landlord's sole discretion. Resident shall not place any decals, stickers or other adhesive materials on walls, windows or other surfaces of the Bedroom or the Unit. Posters shall be secured to the walls with push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using the proper picture-hanging hooks that do not penetrate through the dry wall boards. Resident shall not change the structure or appearance of the patios or balconies in the Bedroom and/or the Unit in any manner.
5. **ANIMAL.** All pets and animals are prohibited in the Bedroom, the Unit, or anywhere else on the Facility unless and until (a) Landlord has approved the pet or animal (which approval shall be granted or withheld in Landlord's sole discretion), (b) Landlord and Resident have executed an Animal Addendum (a copy of which is available at the Management Office), and (c) paid applicable fees. Animal and pet prohibitions apply to mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit service or assistance animals from residing in the Unit, if Resident submits documentation from a health professional confirming the need for such service or assistance animal; however, such documentation from a health professional shall not be required in situations where there is an obvious need for the service or assistance animal. At Landlord's option, Landlord may elect to use a third-party pet screening service ("Pet Screening Service"). Should Landlord elect to use the Pet Screening Service, in addition to the requirements set forth above, Resident shall be required to enroll in the Pet Screening Service and comply with all obligations required by the Pet Screening Service, including but not limited to, the payment of any applicable fees charged by the Pet Screening Service in order to qualify the presence of such pet or animal at the Facility or in the Unit ("Pet Screening Service Qualification"). If Resident violates the terms of this provision, the following shall apply: (a) for the first (1st) violation, Landlord will issue Resident a written warning specifying the complaint, the Animal Violation Fee (First Violation) will be assessed against Resident, and Resident shall immediately remove the animal or pet from the Facility; and (b) for each additional violation, the Animal Violation Fee (Additional Violation) will be assessed against Resident, Resident shall immediately remove the animal or pet from the Facility, and (c) at the option of Landlord for any violation, there shall be an immediate Event of Default under the Contract. In addition to the Animal Violation Fee (First Violation) and Animal Violation Fee (Additional Violation), Resident shall be responsible for all costs and expenses related to a violation of this provision (including, but not limited to, cleaning and/or replacing carpet and pest control treatment).
6. **UTILITIES:**
 - a. **IF RESIDENT CONTRACTS FOR UTILITIES:** Resident must cause all Resident Utilities (as such term is defined in the Utilities Addendum) except cable television, telephone services and/or internet services (to the extent such services are Resident Utilities under the Utilities Addendum) to remain active, even during university holidays. For all periods during freezing weather, unless Landlord instructs otherwise, Resident must, twenty-four (24) hours per day, (i) keep the Unit heated to at least sixty degrees Fahrenheit (60°F), (ii) keep cabinet and closet doors open, and (iii) drip water from all faucets. Resident shall not lower thermostat to less than sixty-five degrees Fahrenheit (65°F) during warmer periods as not to cause unit to freeze. Resident shall be liable for all damages incurred in connection with a violation of this provision, including, but not limited to, damages caused by broken pipes.
 - b. For the duration of the Contract Term, Resident shall replace, at Resident's expense, the light bulbs (60-watt bulbs maximum) in the Unit. Colored bulbs are not allowed in any light fixture visible from the exterior of the Unit.
 - c. Charges for resold electric utility service are governed by the Utilities Addendum hereto.
7. **INTERNET POLICY.** Resident's use of internet services and network access (collectively, the "Internet Services") in the Facility is subject to the following terms and conditions:
 - a. Resident may not use the Internet Services in a manner that inordinately drains bandwidth, such as hosting one or more web sites, operating peer-to-peer file-sharing software, or running one or more servers directly from the Unit.
 - b. Resident may not use the Internet Services to operate an Internet-based business.
 - c. To the fullest extent permitted by law, Resident acknowledges and agrees that Landlord is not liable to Resident for any losses incurred as a result of day trading, e-commerce, or other financial transactions and activities engaged in by Resident using the Internet Services. If Resident uses the Internet Services to engage in any of these activities, Resident acknowledges and agrees that Resident does so at Resident's own risk.

- d. Resident shall not install network devices, whether wireline or wireless, to enable any person who does not reside in the Unit to access the Internet Services. Any wireless network device installed by a Resident must comply with applicable FCC rules and regulations, and must not interfere with the Internet Services or wireless systems operated by Landlord or any service provider at the Facility.
- e. To the extent that Landlord provides the Internet Services via a third party service provider, the following provisions shall also apply:
 - i. In connection with the Internet Services, the applicable service providers may need to access the Unit. Such service providers shall be permitted to enter the Unit in accordance with the provisions of the Contract.
 - ii. Resident shall not damage the equipment provided in connection with the Internet Services, and agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, costs, expenses, and causes of action arising out of, or in any way relating to, actions or inactions by Resident, including, but not limited to, any amounts Landlord is required to pay to the applicable service provider to cover the costs of any such damage.
 - iii. Landlord reserves the right, at any time and for any reason or no reason, to: (i) switch service providers, (ii) change the quantity and quality of the Internet Services, or (iii) discontinue Internet Services.
 - iv. If any sums due under the Contract are delinquent, to the extent permitted by applicable law, Landlord shall have the right to request that the applicable service providers interrupt or terminate Internet Services to the Unit (even if Resident subscribes services beyond those provided by Landlord) until Resident pays all outstanding sums.
 - v. Resident shall: (1) install, operate, and regularly update anti-virus software on Resident's computer; and (2) install and regularly update any operating system patches available for the operating system running on Resident's computer. If, as a result of any failure to comply with the preceding sentence, the Internet Services provider's ability to provide the Internet Services to Resident or others at the Facility is adversely affected, Resident may be disconnected from the Internet Services until such time as Resident demonstrates to the Internet Services provider's reasonable satisfaction that Resident's computer is free of viruses and the operating system is updated.

8. FIRE SAFETY

- a. Landlord may, but shall not be obligated to, provide barbeque grills in the Facility Common Areas. No other grills or hibachis are permitted in the Facility (including, without limitation, in the Units or the Unit Common Areas). Resident is responsible for any damage caused by improper use or violation of this rule and fines imposed pursuant to applicable law.
- b. Resident shall not tamper with, interfere with, or damage any alarm equipment and/or installations.
- c. Resident shall use fire warning devices and safety equipment only in an emergency situation. In the event of an alarm, Resident shall vacate the Unit immediately, and shall not return until instructed by the appropriate officials to do so. Residents who do not vacate their units during an alarm shall be subject to disciplinary action and/or a fine. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and an immediate Event of Default under the Contract.
- d. Landlord will furnish smoke detectors as required by applicable law. For the duration of the Contract Term, Resident shall test the smoke detectors on a regular basis and pay for and replace batteries as needed, unless applicable law provides otherwise. Landlord may replace dead or missing batteries at Resident's expense, without prior notice to Resident. **RESIDENT SHALL NOT INTENTIONALLY DAMAGE, DISCONNECT, BLOCK, OR COVER THE SMOKE DETECTOR OR REMOVE A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY, AND RESIDENT SHALL IMMEDIATELY REPORT SMOKE DETECTOR MALFUNCTIONS TO LANDLORD. FAILURE TO COMPLY WITH THE FOREGOING SHALL BE CONSIDERED AN IMMEDIATE EVENT OF DEFAULT UNDER THE CONTRACT AND SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESULT IN RESIDENT BEING LIABLE TO LANDLORD FOR ALL FINES INCURRED BY LANDLORD UNDER APPLICABLE LAW, ALL COSTS AND DAMAGES INCURRED BY LANDLORD AS A DIRECT OR INDIRECT RESULT OF THE INOPERATIVE SMOKE DETECTOR, AND THE SMOKE DETECTOR FINE.**
- e. Smoking is prohibited in all areas of the Facility. The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product, marijuana product, illegal drug, or other product in any manner or in any form. Any violation of this provision shall, at the option of Landlord, be an immediate Event of Default under the Contract. Resident shall also be responsible for the costs and expenses of cleaning and/or replacing carpet, furniture, or any other item due to any damage caused by a violation of this provision.

9. **KEYS; LOCK-OUTS.** Resident shall not change the locks to the doors of the Unit or the Bedroom. If Resident requests that Landlord change the locks to the Bedroom, the Unit and/or the mailbox, the Lock Change Fee will be assessed to Resident. In the event of a lockout, Resident shall contact the Management Office. Landlord may, but is not obligated, to provide after-hours lockout service and, if so provided, the After-Hours Lockout Fee shall apply. **In the event of an emergency, Resident should call 9-1-1.**

10. PARTY GUIDELINES

- a. All parties/gatherings of fifteen (15) or more guests must be registered with Landlord. Registration of parties/gatherings does not release Resident from any of its obligations under the Contract, these Rules and Regulations, or any other exhibits or addenda attached to the Contract. No party of fifteen (15) or more guests may take place outside Resident's Unit at any given time or the party will be shut down.
- b. All parties shall be held in accordance with local laws and ordinances.
- c. The following shall apply to complaints concerning Resident's violation of this Section 10:
 - 1st complaint: A written warning will be issued and the party will be shut down.

- 2nd complaint: A \$100.00 fine will be assessed against Resident and the party will be shut down.
 3rd complaint: A \$200.00 fine will be assessed against Resident and the party will be shut down.
 4th complaint: A \$300.00 fine will be assessed against Resident, the party will be shut down and Resident will become subject to eviction.

d. Any violation of this provision may be considered an immediate Event of Default by Landlord.

11. HAZING. Hazing by any club, group, organization or individual on any portion of the Facility (including the Bedroom or the Unit) is strictly forbidden. Hazing includes any act that injures, degrades, or disgraces, any person. Pledging activities are prohibited in any portion of the Facility.

12. DRUGS. Illegal drugs and drug paraphernalia are prohibited in all areas of the Facility, including the Units. Resident shall not possess, manufacture or sell illegal drugs in any portion of the Facility, including the Units. The term "drug paraphernalia" includes, but is not limited to, bongs, hash pipes, blow tubes, vaporizers, and water pipes.

13. SERVICE REQUESTS

a. **RESIDENT SHALL CALL 9-1-1 IN CASE OF FIRE AND OTHER LIFE-THREATENING OR PROPERTY-THREATENING SITUATIONS.**

b. Landlord offers responses to emergency service requests twenty-four (24) hours per day, seven (7) days a week. For after-hours emergencies, Resident shall call the Management Office's answering service at the Facility, or such other phone number as provided by Landlord from time to time, and leave a message (i) identifying the affected Unit, (ii) explaining situation and the requested action, and (iii) providing the best contact number for Resident. If the Management Office determines, in its commercially reasonable discretion, that (x) the situation requires immediate attention, the Management Office will contact the proper service personnel, or (y) the situation does not require immediate attention, the Management Office will address the situation during normal business hours. For non-emergency service requests, Resident shall call the Management Office during normal business hours or place a work order online. Resident shall not enter into a contract with an outside vendor for service to the Unit, the Bedroom or the Facility without Landlord's consent, which consent shall be granted or withheld in Landlord's sole discretion.

14. NOISE.

a. Resident may not make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radios, phonographs, television sets, amplifiers and other instruments or devices may not be used or played in such a manner as may constitute a nuisance or disturbance to other residents. Accordingly, the following shall apply to complaints concerning Resident's violation of this provision:

1st complaint: A \$50.00 fine will be assessed against Resident.

2nd complaint: A \$100.00 fine will be assessed against Resident.

3rd complaint and any subsequent complaint: A \$200.00 fine will be imposed and Landlord may, at its discretion, declare an Event of Default under the Contract.

b. Neither Resident nor Resident's guests may use the Facility Common Areas, including without limitation, the parking facilities, in a manner that interferes with the use and enjoyment of other residents.

c. Any general noise disturbances (i.e., noise from pool music, parties, machinery, etc., should be reported to the Management Office (during business hours) or the answering service (after hours)). If after normal business hours, the answering service will contact the appropriate personnel to handle the disturbance.

15. Amenities. To the extent available at the Facility, the following provisions shall apply to and govern the use of following specific Amenities:

a. **Pool:** The Facility may be equipped with a pool. Resident hereby acknowledges that, unless required pursuant to applicable law, no lifeguard will be present at the pool, and Landlord shall not be obligated to supervise the pool, or cause the pool to be supervised. To the fullest extent permitted by applicable law, Resident's use of the pool is at Resident's sole risk. Resident shall abide by, and shall cause its permitted guests to abide by, below-listed rules applicable to the pool, as well as any additional rules posted by the pool:

i. Resident shall follow all rules posted in the pool area. In the event of a conflict between this Section and the rules posted at the pool area, the rules posted at the pool area shall govern and control.

ii. Resident shall not be permitted to have any more than one (1) guest in the pool area at any given time.

iii. No glass containers or alcoholic beverages are permitted in the pool area at any time.

iv. **NO DIVING IS PERMITTED.**

v. Access to the pool area is permitted during the posted hours of operation only.

vi. No pets are permitted in or around the pool area.

vii. Landlord reserves the right to prohibit any person from using the pool or accessing the pool area at any time.

b. **Fitness Center:** The Facility may be equipped with a fitness center (the "**Fitness Center**") which contains a variety of fitness-related machines and equipment (the "**Fitness Equipment**"). Resident shall abide by all rules posted at the Fitness Center. To

the fullest extent permitted by applicable law, use of the Fitness Center and the Fitness Equipment is at Resident's sole risk. In no event shall any of Resident's guests be permitted to use the Fitness Center or Fitness Equipment.

- c. **Tanning Bed:** The Facility may be equipped with a tanning facility (the "**Tanning Facility**") which contains one (1) or more tanning beds or other sunless tanning devices (each, a "**Tanning Device**" and collectively, the "**Tanning Devices**"). Resident shall abide by the following rules applicable to the Tanning Facility, as well as any and all additional rules posted at the Tanning Facility: (i) Resident shall use protective eyewear at all times when using any Tanning Device; (ii) Resident shall utilize a Tanning Device no more than one (1) time in any twenty-four (24) hour period; (iii) Resident shall obtain approval from a physician prior to using any Tanning Device if Resident is pregnant, Resident has a history of skin problems, or Resident is taking prescription or over-the-counter drugs; and (iv) Resident shall comply with all applicable laws regarding the use of Tanning Devices. In no event shall any of Resident's guests be permitted to use the Tanning Facility or any Tanning Device. **RESIDENT ACKNOWLEDGES AND AGREES THAT (I) THE FAILURE TO WEAR PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR PERMANENT INJURY TO RESIDENT'S EYES, AND (II) EXPOSURE TO ULTRAVIOLET LIGHT CAN CAUSE RESIDENT'S SKIN TO BURN, AND MAY RESULT IN PREMATURE AGING OR SKIN CANCER. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ AND UNDERSTANDS THE RULES AND WARNINGS STATED ABOVE, AS WELL AS ANY OTHER WARNINGS REQUIRED BY APPLICABLE LAW WITH RESPECT TO TANNING EQUIPMENT OR FACILITIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE TANNING FACILITY AND THE TANNING DEVICES IS AT RESIDENT'S SOLE RISK. WITHOUT LIMITING THE FOREGOING, RESIDENT HEREBY EXPRESSLY ASSUMES THE RISK FOR ANY INJURY (INCLUDING DEATH), SICKNESS (INCLUDING CANCER) OR ACCIDENT WHICH RELATES TO THE USE OR THE MISUSE OF THE TANNING DEVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT HEREBY RELEASES LANDLORD AND THE LANDLORD PARTIES FROM ANY AND ALL CLAIMS AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE TANNING FACILITY AND/OR THE TANNING DEVICES, (II) RESIDENT'S USE OR MISUSE OF THE TANNING FACILITY AND/OR THE TANNING DEVICES, AND (III) THE NEGLIGENT ACTS OR OMISSIONS OF LANDLORD OR LANDLORD PARTIES WITH RESPECT TO THE TANNING FACILITY AND/OR THE TANNING DEVICES.**
- d. **Juliette Balconies:** Resident acknowledges that the Unit may be equipped with one or more decorative balconies with narrow ledges and decorative railings. Resident acknowledges that, although the doors to the balconies open, the balcony is not designed to bear weight. Resident agrees that he/she will not (and shall inform Resident's guests that they may not) stand on the balcony, bear weight on the balcony, lean on the railings of the balcony, or hang over or off of the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses caused by or related to the use of the balcony by Resident or Resident's guests.
- e. **Balconies, general.** Resident acknowledges that the Unit may be equipped with one or more balconies. Resident agrees that he/she will not sit on the railing of the balcony, place items on the railing of the balcony, permit items to be thrown from the balcony, or hang over or off the balcony in any manner. Resident hereby assumes the risk (on behalf of himself/herself and Resident's guests) of having a Unit equipped with one or more balconies. Resident acknowledges and agrees that Landlord shall not be liable for any injuries, damages or losses, whether to person or property, caused by or related to the use of the balcony by Resident or Resident's guests.

16. PARKING AND TOWING.

- a. Resident shall not park any motor vehicle at the Facility until: (i) Landlord and Resident execute the Parking Addendum, (ii) Resident registers Resident's vehicle with Landlord, (iii) Resident obtains a parking permit (the "Parking Permit") from Landlord, if applicable, and (iv) Resident pays the Parking Fee, if applicable. Resident is not entitled to a Parking Permit, and Landlord reserves the right to decline to issue Resident a Parking Permit or to revoke a Parking Permit for any reason. If Landlord declines to issue a Parking Permit to Resident, or if Landlord revokes the Parking Permit from Resident, Resident shall not park at the Facility.
- b. Any motor vehicle parked at the Facility is parked at the risk of Resident or Resident's guests or invitees. Landlord is not responsible or liable for any loss or damage by reason of fire, theft, collision or other cause to any motor vehicle or its contents and Resident hereby waives any claims against Landlord for any such damage. Landlord shall not be liable for damages or loss to person or property of Resident or Resident's guests or invitees caused by: i) Resident's failure to observe and maintain recommended security practices; b) Resident's failure to notify landlord of any problem or defect of the parking facilities; or c) any instance of theft or other criminal activity occurring at the Facility.
- c. If available at the Facility, parking may be provided for guests in the designated guest parking areas on a first come, first served basis. At no time are guests permitted to park in areas other than the designated guest parking areas as applicable. Landlord shall not be liable in any manner if there are not available parking spaces for the use of Resident's guests
- d. Motor homes, campers, trailers, boats, personal water craft, and vehicles with more than (two) 2 axles are not permitted on the property at any time.
- e. Resident shall not park a vehicle in any parking space specifically designated for the specific use of others, including but not limited to, guests, other residents or future residents, compact vehicles, electronically charged vehicles, and retail patrons.
- f. The parking spaces at the Facility shall not be used for any purpose other than parking. For avoidance of doubt, Resident shall not perform maintenance on or wash vehicles at the Facility. The parking space may be used only for parking passenger automobiles. The parking space may not be used for storage or for oversized vehicles, boats, RV, jet skis, or commercial vehicles. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense.

- g. Resident must be in compliance with all posted signs on the property, including but not limited to, speed limit signs and other traffic instructions, and signage related to parking pay stations or meters, or they will be cited and subject to tow without warning, at Resident's expense.
- h. Resident acknowledges that parking may be inadequate at certain times (including, without limitation, during sporting events, homecoming, graduation and other special events). In no event shall Landlord be liable to Resident for any damage or inconvenience caused by the unavailability of parking.
- i. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if Resident violates any provision of this Section 16.
- h. **NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY LANDLORD TO RESIDENT REGARDING THE PARKING FACILITIES. LANDLORD NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (A) RESIDENT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM OR DEFECT RELATED TO THE PARKING FACILITIES, OR (B) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING IN THE PARKING FACILITIES.**

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

RESIDENT:

The Station at Raleigh Property Owner, LLC

Printed Name: _____

By: Landmark Venture Management, LLC., It's agent.

By: _____

Name: _____

Title: _____

USE OF PROPERTY ADDENDUM

This Use of Property Addendum (this "**Addendum**") is made and entered into as of _____ (the "**Effective Date**") by and between The Station at Raleigh Property Owner, LLC ("**Landlord**") and _____, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of _____ (the "**Contract**") for a bedroom (the "**Bedroom**") in the The Station at Raleigh located at 1310 Oglethorpe Avenue, Raleigh, NC 27607, (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Visitor Policies and Procedures.** Resident shall register with Landlord in writing each guest of Resident who occupies his or her Bedroom or Unit for more than one (1) day. Resident shall not have guests for more than two (2) consecutive days or nights at a time unless Landlord consents in writing to a longer period, which consent shall be granted or withheld in Landlord's sole discretion. All guests must (a) be accompanied by Resident at all times, (b) comply with the Rules and Regulations, and (c) park vehicles in designated visitor parking (if any). Landlord reserves the right to require any non-resident of the Facility to leave the Facility at any time, for any reason or no reason. If Landlord determines that a guest has been residing in the Unit for more than two (2) consecutive days or nights without Landlord's written consent, it shall be an Event of Default under the Contract and, without limiting any other remedy of Landlord, Resident shall pay Landlord upon demand the Unauthorized Person Charge. Resident shall be responsible for informing his/her guests of the Rules and Regulations and for the actions of his/her guests.
3. **Packages and Mail.** Resident agrees and understands that Landlord may deliver mail to individual apartment mailboxes if the U.S. Postal Service requests such delivery from time to time, and prompt delivery may be impossible. To the full extent permitted by law, Landlord is not responsible for lost or damaged envelopes or any other type of mail delivery. When Resident vacates the Bedroom and the Unit, whether at or prior to the End Date, Resident shall notify the U.S. Postal Service to forward Resident's mail to such address as Resident may specify. Resident agrees that Landlord shall not be required to forward mail to Resident. It is within Landlord's sole discretion whether to accept mail and packages on behalf of Resident. By signing this Addendum, Resident authorizes Landlord, in its sole discretion, to accept packages on behalf of Resident. Resident acknowledges that Landlord will not accept any package shipped COD or having postage due. If Landlord accepts a package on behalf of Resident, Landlord shall not be obligated to (a) provide a signature to the carrier, (b) examine the condition of the package, (c) determine the contents of the package, (d) inform Resident that a package has been delivered, or (e) take any precautions in the handling and storage of the package. Landlord has the right, but not the obligation, to return to the delivery agent any packages not claimed by Resident within two (2) weeks of delivery. If Landlord, in its sole discretion, accepts packages, it does so solely as a favor to Resident, without consideration, and Resident hereby releases Landlord from any claim Resident may otherwise have for loss or damage suffered as a result of Landlord's accepting, refusing to accept, holding, storing, handling or disposing of any such package, even if such loss or damage is due to the negligence or other act of omission of Landlord or any party acting on behalf of Landlord. Additionally, Resident agrees to indemnify Landlord for any claims made by a third party that are related to a package for Resident. Resident, and not Landlord, assumes all risks of damage, theft, destruction, or loss for any reason with respect to any package received or held by Landlord. As used herein, the term "**package**" includes, but is not limited to, any parcels, goods, or other items of value. Resident agrees that Landlord may curtail or eliminate any package service in its sole discretion, and Resident will not be relieved from the terms of the Contract or entitled to any reduction in Monthly Installments or any Additional Fees and Fines if such service is curtailed or eliminated.
4. **Photograph Release.** Resident hereby grants Landlord permission to use any photograph or photographic image, including without limitation, videos or video stills (any such material, an "**Image**") taken of Resident while Resident is in any Facility Common Areas, grounds or office at the Facility, or at any Facility-sponsored events in the Facility or otherwise. Resident acknowledges that Resident's Image shall only be used by Landlord for legitimate business purposes. Resident grants Landlord, any affiliate of Landlord, and such parties' successors and assigns, and those acting with such parties' authority and permission, the irrevocable and unrestricted right and permission to copyright, in their own name or otherwise, and use, re-use, publish, and re-publish the Image(s) of Resident or in which Resident may be included, in whole or in part, in composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with Resident's name or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other legal purpose whatsoever. Resident also consents to the use of any printed matter in conjunction therewith. Resident hereby waives any right that he/she may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Resident hereby releases, discharges, and agree to hold harmless Landlord, any affiliate of Landlord, and such parties' assigns, and all persons acting under their permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in taking or processing

the Image(s), as well as any publication. Resident forever discharges Landlord, any affiliate of Landlord, and such parties' officers, employees, attorneys, representatives, insurers, successors and assigns from any and all demands, cause of action and/or judgments of whatsoever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credit, refunds, or any other monies due or to become due, or damages of any kind or nature, and whether arising from common law or statute, arising out of, in any way, the use of Resident's Image. This release contains the entire agreement on this subject matter between the parties hereto and will be binding upon and inure to the benefit of the successors and assigns of the undersigned.

5. **Amenity Use.** Resident acknowledges that non-resident, employees of the Facility may be permitted to access and use the Amenities.

6. **Condition of the Unit and Bedroom.**

a. **Mold Disclosure.** Landlord shall not be responsible for any injuries or damages to Resident or any other person relating to mold caused, in whole or in part, by Resident's failure to clean and maintain his or her Bedroom or the Unit Common Areas as herein required, or to promptly notify Landlord of conditions in need of repair or maintenance.

b. **Bed Bugs; Pests.** Resident acknowledges that: (a) bed bugs can be transported to the Unit through bedding, clothes, fabrics or other items moved by Resident into the Unit; and (b) if bed bugs infest the Unit, treatment involves not only the Unit but also the surrounding units. Resident represents to Landlord that neither Resident nor Resident's personal property has been previously exposed to or infested with bed bugs, and that no bed bugs will be transported into the Unit by Resident. In the event that bed bugs are found in the Unit, Resident shall be responsible for: (a) immediately notifying Landlord of any infestation or presence of bed bugs; (b) washing all clothes, bed sheets, draperies, towels, etc. in extremely hot water; (c) thoroughly cleaning all luggage, handbags, shoes and clothes; and (d) cooperating with the Landlord's extermination and other remediation efforts including immediately disposing of mattresses, seat cushions or other upholstered furniture, if requested by Landlord. All damages by bed bugs shall be deemed damages exceeding normal wear and tear. In the event there are bed bugs or other pests in the Unit not caused by the Landlord, Resident agrees to pay Landlord, upon demand, for all bed bug-related or other pest control treatments, which Resident acknowledges may involve treatment of not only the Unit but also surrounding units in the Facility, and the replacement of any Furnishings damaged by bed bugs. In no event shall Resident treat any bed bug infestation independently, and Landlord reserves the sole right to select an exterminator and devise a treatment plan. In the event that Resident's representations with respect to the bed bugs are untrue or Resident fails to comply with any terms of this Section, it shall be an immediate Event of Default under the Contract, and Landlord shall be entitled to pursue any rights or remedies available under the Contract or applicable law including, but not limited to, terminating the Resident's right of possession of the Bedroom and the Unit. In no event shall Landlord be liable to Resident or Resident's guests for personal injury, damage or loss of personal property related to pest infestation.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Station at Raleigh Property Owner, LLC

By: Landmark Venture Management, LLC, It's agent.

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

Insurance Addendum

This Insurance Addendum (this “**Addendum**”) is made and entered into as of _____ (the “**Effective Date**”) by and between The Station at Raleigh Property Owner, LLC (“**Landlord**”) and _____, an individual (“**Resident**”).

Landlord and Resident entered into that certain Housing Contract with a start date of _____ (the “**Contract**”) for a bedroom (the “**Bedroom**”) at The Station at Raleigh located at 1310 Oglethorpe Avenue, Raleigh, NC 27607 (the “**Facility**”) to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. **Liability Insurance.** Resident is required to acquire and maintain for the duration of the Contract Term (and any extension thereof) coverage for Resident’s (and Resident’s guests) legal liability for damage to the landlord’s property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, in a minimum policy coverage amount of \$100,000.00 per occurrence (the “**Liability Policy**”). Resident shall provide written proof of the Liability Policy in the form of a declaration page or certificate of insurance prior to the date on which Resident occupies the Unit, and thereafter upon Landlord’s request.

3. **Landlord Administered Liability Protection Program.** In the event that Resident fails to deliver Landlord such written proof of the Liability Policy, Resident hereby automatically elects for Landlord to enroll Resident in a service program administered by Landlord and backed by a liability coverage program administered by an insurance company selected by Landlord, in Landlord’s sole discretion (“**Landlord Administered Liability Protection Program**”). Resident shall reimburse Landlord for the cost of the Landlord Administered Liability Protection Program as an Additional Fee of **\$12.00 per month**. Upon payment of the Additional Fee for Landlord Administered Liability Protection Program, both student and non-student Residents will be eligible for coverage. The Landlord Administered Liability Protection Program will satisfy the minimum required insurance coverage listed in Section 2 above. Resident hereby acknowledges and agrees to the following terms of the Landlord Administered Liability Protection Program: The Landlord Administered Liability Protection Program is not personal liability insurance or renter’s insurance. Landlord makes no representation that the Landlord Administered Liability Protection Program covers the Resident’s personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident’s choice.

1. The Landlord Administered Liability Protection Program may be more expensive than the cost of minimum required insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Liability Policy under the Lease Agreement.
2. Enrollment in the Landlord Administered Liability Protection Program is not mandatory, and Resident may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident’s choice, after which time enrollment in the Landlord Administered Liability Protection Program will be terminated by the Landlord. If Resident obtains Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident’s choice, Resident agrees to name Landlord as additional interest.

5. **Additional Coverage.** Resident acknowledges that Resident has reviewed this notice in detail and understands that coverage under the Landlord Administered Liability Protection Program may not cover all items covered under other liability policies and Resident may need to procure additional coverage if desired.

[SIGNATURES CONTAINED ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Station at Raleigh Property Owner, LLC as
Landmark Venture Management, LLC, its agent

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

STATE OF NORTH CAROLINA ADDENDUM

This State of North Carolina Addendum (this "Addendum") is made and entered into as of _____ (the "Effective Date") by and between The Station at Raleigh Property Owner, LLC ("Landlord") and _____, an individual ("Resident").

Landlord and Resident entered into that certain Housing Contract dated _____ (the "Contract") for a bedroom (the "Bedroom") in the The Station at Raleigh located at 1310 Oglethorpe Avenue, Raleigh, NC 27607 (the "Facility") to which this Addendum is attached, and is incorporated therein by reference. Landlord and Resident wish to amend, modify, and/or change the Contract as stated herein this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
2. **Returned Payment Fee.** In the event the Resident delivers a check to Landlord, the payment of which is refused by the drawee because of lack of funds, lack of credit, or lack of an account, or where the Resident stops payment on the instrument with intent to defraud, Landlord may lawfully collect bank fees actually incurred by Landlord in the course of tendering the payment, plus a service charge of \$25, as stated in Ex. B to the Contract.
3. **Landlord's Maintenance Obligation.**
 - a) Landlord shall be responsible for compliance with the maintenance obligations set forth in North Carolina General Statute Section 42-42(a), subject to the conditions of mutual dependency set forth in North Carolina General Statute Section 42-41
 - b) In addition to the terms and conditions of Section 32 of the Contract, Landlord is not responsible to the Resident under this Section 3 for conditions created or caused by the negligent or wrongful act or omission of the Resident, a member of the Resident's family, a Resident's guest, or other person on the Facility with the Resident's consent.
4. **Tenant's Maintenance Obligation.** In addition to the terms and conditions of Section 32 of the Contract, Tenant shall be responsible for compliance with the maintenance obligations set forth in North Carolina General Statute Section 42-43.
5. **Late Fees.** The provisions in Section 9(b) of the Contract dealing with Late Payment Fees are deleted and replaced with the following: **"IF ANY MONTHLY INSTALLMENT IS NOT PAID BY 9:00 A.M. ON THE SIXTH (6TH) DAY OF THE MONTH, THE MONTHLY INSTALLMENT IS CONSIDERED LATE, AND RESIDENT WILL BE CHARGED A LATE FEE NOT TO EXCEED FIFTEEN DOLLARS (\$15.00) OR FIVE PERCENT (5%) OF THE BASE MONTHLY INSTALLMENT, WHICHEVER IS GREATER.**
6. **Other Fees.** Pursuant to North Carolina General Statute Section 42-46, the following fees are added to Exhibit B to the Contract and will be assessed, as appropriate and allowable under law, in an Event of Default, as defined in Section 18 and elsewhere in the Contract:
 - a) **Complaint Filing Fee:** \$15.00 or 5% of base Monthly Installment, whichever is greater
 - b) **Court-Appearence Fee:** 10% of base Monthly Installment
 - c) **Second Trial Fee:** 12% of base Monthly Installment
 - d) **Out-of-Pocket Expenses:** filing fees charged by a Court of law, service of process fees, and reasonable attorney's fees not to exceed 15% of the amount owed in an Event of Default based on non-payment of Monthly Installment(s) or 15% of base Monthly Installment in an Event of Default based on a default for breaches of the Contract other than non-payment of base Monthly Installment
7. **Security Deposit.** In addition to the terms and conditions of Section 15 of the Contract, Landlord shall apply any money held as Security Deposit as permitted under North Carolina General Statute Section 42-51. Pursuant to North Carolina General Statute Section 42-52, Landlord shall mail or deliver an itemized accounting of all deductions from Security Deposit and any balance due thereunder to Resident not later than 30 days following End Date or actual surrender and vacating of the Unit, whichever occurs later. If Landlord is unable to provide an itemized accounting within 30 days, Landlord shall apply an interim itemized accounting to Resident within 30 days and a final accounting, along with any balance due of the Security Deposit, within 60 days of the End Date or actual surrender and vacating of the Unit, whichever occurs later.
8. **Military Termination.** Section 21 a) of the Contract is amended as follows. A member of the U.S. Armed Forces who is required to move pursuant to change of station orders to depart 50 miles or more from the Unit, or who is prematurely or involuntarily discharged or released from the Armed Forces may terminate the Contract by providing Landlord with a written notice of termination, accompanied by a copy of Resident's official military orders or a written verification signed by Resident's commanding officer, with an effective date of termination at least 30 days from Landlord's receipt of notice. A member of the

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U.S. Armed Forces who is deployed with a military unit for not less than 90 days may terminate the Contract by providing Landlord with written notice of termination that is accompanied by a copy of the Resident's official military orders or a written verification from Resident's commanding officer. In such an event, termination shall be effective 30 days after the first date on which the next Monthly Installment is due or 45 days after Landlord's receipt of notice, whichever is shorter, and payable after the date on which the notice is delivered. If a Resident who is a member of the U.S. Armed Forces terminates the Contract, pursuant to this Section 8 of this Addendum, 14 or more days prior to occupancy of the Unit, no damages or penalties of any kind shall be due.

9. **Domestic Violence.**

- a) The following is added to Contract Exhibit C, Section 9. A Resident who is a victim of domestic violence may request that Landlord change the locks to the Unit. If the perpetrator of domestic violence is not a resident in the same Unit as Resident, then Resident may request to Landlord that the locks to the Unit be changed without documentation or a court finding of domestic violence (including sexual assault or stalking), and Landlord will have up to 48 hours to change the locks. If the perpetrator of domestic violence is a resident in the same Unit as Resident, then Resident may request that Landlord change the locks to the Unit and provide to Landlord a copy of a court order that mandates the perpetrator of domestic violence to stay away from the Unit, and Landlord will have up to 72 hours to change the locks. In either instance, Resident shall bear the cost of changing the locks to the Unit pursuant to the Lock Change Fee, and Resident shall give to Landlord a copy of the new key(s) to the Unit within 48 hours of the lock change, if necessary.
- b) The following is added to Section 21 of the Contract as sub-section "c)." A Resident who is a victim of domestic violence may terminate the Contract by providing Landlord with written notice of termination with an effective date at least 30 days after Landlord's receipt of the notice. A copy of a valid order of protection, a restraining order, or a valid Address Confidentiality Program card must accompany the Resident's written notice of termination. Resident shall remain liable for all Monthly Installments and other amounts due under the Contract during the notice period, unless the termination is made and effective 14 days or more prior to Resident's occupancy of the Unit.

10. **Animal.**

- a) In Contract Exhibit C, Section 5, the following sentence is changed from:
"Notwithstanding the foregoing, nothing herein shall be construed to prohibit service or assistance animals from residing in the Unit, if Resident submits documentation from a health professional confirming the need for such service or assistance animal; however, such documentation from a health professional shall not be required in situations where there is an obvious need for the service or assistance animal."
to the following replacement sentence:
"Notwithstanding the foregoing, nothing herein shall be construed to prohibit service, assistance, or emotional support animals from residing in the Unit, if Resident submits documentation from a licensed health professional confirming the need for such service, assistance, or emotional support animal, as well as a written reasonable accommodation request; however, neither documentation from a licensed health professional nor a written reasonable accommodation request are required in situations where there is an obvious need for the service or assistance animal."
- b) The following is added to Contract Exhibit C, Section 5. If Landlord approves and allows an animal in the Bedroom, Unit, or anywhere else within the Facility, Resident shall be responsible for the animal AT ALL TIMES in all of the aforementioned areas. Resident remains solely liable for any and all damages, injuries, losses, or other actionable conduct of the Resident's animal, including but not limited to claims made by other residents or third-parties. Resident further agrees to walk the animal on a leash or other tether whenever the animal is outside of the Unit; clean up after the animal and only allow the animal to use the restroom off of the Facility; and, to limit any barking or other noises emanated by or from the animal as much as reasonably possible. Landlord reserves the right to demand or order the removal of the animal in the event the Resident is unable or unwilling to limit the noise(s) created by the animal (subject to the terms of Exhibit C, Section 14(a)), promptly clean up the animal's waste, or properly restrain the animal when outside the Unit.

11. **Brownfields Property.** The Facility is designated a Brownfields Property under the Brownfields Property Reuse Act of 1997, N.C.G.S. Section 120A-310.30, et. seq. The Facility is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the Wake County land records, Book 17616, Page 1848. A copy of the Brownfields Agreement is kept on file at the Management Office and can be reviewed in the Management Office during normal office hours.

12. **Termination.** Section 20 of the Contract is amended to add the following. As long as Resident's right(s) to possession provided for in this Contract remains uninterrupted and such right(s) is not otherwise terminated by Landlord, this Contract will survive and Resident's performance hereunder is fully expected by Landlord, including but not limited to the payment of Monthly Installments. Whether or not Resident actually occupies his/her Bedroom or Unit, this Contract shall survive and Resident shall not be released from any obligation or liability owed hereunder in the event of government-ordered closures of schools, courses, classes, apartments, congregate living facilities, restaurants, or the like; courses, course work/labs, or classes transition to an "online" or "remote" setting; and/or, requests or orders from local, state, or federal governments to

“return home” or similar orders due to COVID-19, coronavirus, pandemic, or similar disease outbreak are issued. To the fullest extent allowable under North Carolina law and for the consideration stated in the Contract, Resident waives his/her right to excuse performance or a breach under the Contract by asserting the defenses or doctrines of force majeure, frustration of purpose, impossibility/impracticability, condemnation, casualty loss, and/or waiver as said defenses or doctrines may relate to performance or breach of the Contract directly or indirectly claimed or caused by COVID-19 or coronavirus.

- 13. **Indemnification.** To the fullest extent allowable by North Carolina law Resident agrees to – AT ALL TIMES – indemnify and defend Landlord against and to hold Landlord harmless from any and all liabilities, losses, claims, damages, charges, liens, causes of action and proceedings of every kind and nature to him/her or to his/her guest from any injury (including death), damage to personal property, or other loss caused by Resident or Resident’s guest and/or arising from the Resident’s or Resident’s guest’s use, possession, or occupancy of the Bedroom, Unit, and/or Facility (including Amenities), unless such injury or damage was caused directly or indirectly by Landlord’s gross negligence.
- 14. **Inconsistencies.** Any sections of the Contract containing language inconsistent with the language of this Addendum shall be deemed amended to reflect the intent of the parties as expressed herein. All other terms and conditions of the Contract shall remain in full force and effect. Defined terms which have been modified or changed in this Addendum shall be incorporated into the Contract as defined herein and to reflect the intent of the parties as expressed herein.
- 15. **Effect.** This Addendum amends, changes, modifies, and/or deletes and replaces certain portions of the Contract as indicated herein. The amendments, changes, modifications, and/or replacements reflect the intent of the parties as expressed herein and should be construed in such a manner not inconsistent with the purposes stated herein.
- 16. **Headings; Merger; Severability; Governing Law.** Any headings or captions used in this Addendum are merely for ease of reference and carry no binding effect on the interpretation of this Addendum. This Addendum contains the entire understanding and agreement of the Parties; there are no representations, inducements, or other provisions other than those expressed herein; and, any changes to this Addendum must be in writing and signed by the Parties. Should any court of law consider any portion of this Addendum to be unenforceable then that portion shall be considered severed from this Addendum and the remainder of the Addendum shall continue in full force and effect. This Addendum shall be governed solely by the laws of the State of North Carolina, considered executed by all Parties in Raleigh, North Carolina, and venue for any dispute hereunder shall be Wake County, North Carolina unless the dispute is subject to the provisions of Section 39 of the Contract.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:
The Station at Raleigh Property Owner, LLC

RESIDENT:
Printed Name: _____

By: Landmark Venture Management, LLC, It’s agent.

By: _____
Name: _____
Title: _____

UTILITIES ADDENDUM

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Mar 25 2021

This Utilities Addendum (this "Addendum") is made and entered into as of _____ (the "Effective Date") by and between The Station at Raleigh Property Owner, LLC ("Landlord") and _____, an individual ("Resident").

Landlord and Resident entered into that certain Housing Contract with a start date of _____ (the "Contract") for a bedroom (the "Bedroom") in the The Station at Raleigh located at 1310 Oglethorpe Avenue, Raleigh, NC 27607 (the "Facility") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

- 1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.
- 2. **Payment of Utilities.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "Costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:

a. **Electric service and associated fees will be paid:**

- By Landlord, entirely
- By Landlord, up to a maximum of **\$0.00** per month per occupied bedroom. Any remainder will be charged to Resident through Landlord or a billing company using one of the following methods:
 - Direct-metered (Please see the description below.)
- By Resident, directly to the applicable service provider.

Electricity for one-bedroom apartments: Landlord does not provide electric service, or pay any portion of electric cost for residents in one-bedroom apartments. Residents in one-bedroom apartments should contact the utility provider to establish Resident's electric service account directly with the provider.

b. **Water/Sewer service and associated fees will be paid:**

- Landlord, entirely
- By Landlord, up to a maximum of \$N/A per month per occupied bedroom. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Direct-metered. (Please see the description below.)
 - Sub-metering. (Please see the description below.)
- By Resident, directly to the applicable service provider

c. **Gas service and associated fees will be paid:**

- By Landlord entirely
- By Landlord, up to a maximum of **\$N/A** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Allocation. (Please see the description below.)
- By Resident, directly to the applicable service provider

d. **Trash service and associated fees will be paid:**

- By Landlord entirely
- By Landlord, up to a maximum of **\$N/A** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Flat Rate, the current flat rate is \$ per month
 - Allocation. (Please see the description below.)
- By Resident, directly to the applicable service provider

e. **Internet service and associated fees will be paid:**

- By Landlord entirely
- By Landlord, up to a maximum of **\$N/A** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Flat Rate, the current flat rate is **\$N/A** per month
 - Allocation. (Please see the description below.)
- By Resident, directly to the applicable service provider

f. Cable service and associated fees will be paid:

- By Landlord entirely
- By Landlord, up to a maximum of **\$N/A** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - Flat Rate, the current flat rate is **\$N/A** per month
 - Allocation. (Please see the description below.)
- By Resident, directly to the applicable service provider

3. **Bill Method(s).** The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. Landlord will remain the customer of record for the applicable utility. The local utility provider measures the utility usage in each unit and bills Landlord directly for such charges. The utility charges for each unit will be divided by the number of days each bedroom was occupied in each unit to determine the charge per resident.

Sub-Metered. Resident's unit is sub-metered to determine water/sewer usage. Resident will pay for the applicable utility service based on the unit's consumption measured by a submeter. Resident's sub-metered charges will be determined using either of the following methods:

- a. The measured consumption for the unit will be multiplied by a rate approved by the North Carolina Utilities Commission. The unit's cost will then be divided by the number of days each bedroom was occupied in each unit to determine the charge per resident.

If a flat fee method for trash or other utility service is used, Resident and Landlord agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

4. **Resident Utilities.** Any utilities and services other than the Landlord-Provided Utilities (each, a "Resident Utility", and collectively, the "Resident Utilities") which are available to the Unit shall be separate from the Contract Amount and payable by Resident and/or the other residents of the Unit as provided herein. In the event Landlord elects to use a third-party utility billing service as its billing agent for electric utility service from the public utility ("Supplier"). Resident shall enroll with such billing service prior to the Start Date t. Resident shall be responsible for keeping account active with the third-party utility billing service during the Contract Term and until the final bill is provided to Resident.

The Third-party utility billing service will charge each resident of a unit equally, on a pro rata basis, for the amount charged by the Supplier, less any amount charged by the Supplier that is not recoverable from the residents, such as connection or disconnection charges, Supplier late fees, or amounts attributed to excess usage as provided in Rule R-22-7(f) of the Rules and Regulations of the North Carolina Utilities Commission, and shall send one bill to each resident in the unit. Resident shall pay third-party utility billing service in full for all amounts billed.

In addition, third-party utility billing service will charge an administrative fee of \$3.75 per resident per month. If Landlord offers a dollar allowance or conservation cap for utilities in the Contract, third-party utility billing service shall credit or otherwise refund to Resident the amount, if any, by which the amount specified in the Contract exceeds the amount actually owed by Resident for utility usage in the immediately preceding month.

Resident must provide third-party utility billing service with a bank routing number and checking account number from an ACH-enabled checking account ("Payment Method") in order to use the service provided by third-party utility billing service. Resident must maintain a valid Payment Method with third-party utility billing service during the Contract Term. Resident is not required to pay using Payment Method, and may pay with a check, money order, recurring or one-time bank bill-payment, or bank draft.

Bills are due not less than twenty-five (25) days after the bill is mailed or otherwise delivered to Resident ("Past Due Date"). The third-party utility billing service does not charge late payment fees or returned check fees. If Resident does not pay third-party utility billing service by the Past Due Date, Landlord reserves the right to add any and all unpaid amounts authorized by the North Carolina Utilities Commission to Resident's account with Landlord. Any payment to the Landlord shall be applied first to the Monthly Installment owed, and then to charges for utility services, unless otherwise designated by Resident.

Notwithstanding any other provision in the Contract, Resident's nonpayment of any electric utility bill, including associated fees, is not a Default under the Contract, and Landlord's remedies for such nonpayment are strictly limited to:

1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;
2. The right to deduct unpaid electric charges, late fees, and returned check charges from Resident's Security Deposit pursuant to N.C. GEN. STAT. § 42-52; and
3. The right to report Resident's failure to pay any electric utility bill to any credit bureau or collection agency.

Landlord shall not terminate Resident's Contract for nonpayment of the utility service. In addition, Landlord shall not disconnect or request the Supplier to disconnect the utility service due to Resident's nonpayment of a utility bill.

Landlord will maintain, for a minimum of thirty-six (36) months, records that demonstrate how each resident's allocated costs were calculated for electric service, as well as, any other electric utility service-related fees charged to each resident. These records shall be kept at Management Office and shall be made available during regular business hours for inspection by Resident, the North Carolina Utilities Commission, or the Public Staff. Resident may obtain a copy of those records at a reasonable cost, which shall not exceed twenty-five cents (25¢) per page. In addition, Landlord will ensure that backup copies of these records are maintained, so that they will be available if the original records are lost or otherwise unavailable. Landlord may delegate this responsibility to third-party utility billing service but retains ultimate responsibility for ensuring that both the original records and the backup copies are maintained.

The third-party utility billing service shall be governed by and provided in accordance with North Carolina law and the rules, regulations and orders of the North Carolina Utilities Commission. Resident's rights with regard to utility billing are set out in Rule R-22 of the Rules and Regulations of the North Carolina Utilities Commission, a copy of which is available online at www.ncuc.net.

5. **Service Interruptions.** To the extent permitted under applicable law, Landlord shall not be liable for any interruptions, surges, or failures of any utility services in the Unit or the Facility, or for any damages directly or indirectly caused by such interruptions, surges or failures. Resident shall comply with all rules and regulations of the cable television, telephone, and internet service providers. Landlord shall not be required to take any action if Resident's cable television, telephone, or internet service is interrupted for any reason, and Resident shall directly contact the applicable provider for all concerns regarding the connection, reception, operation, or repair of such services. This Section survives the expiration or termination of the Contract.

6. **General Information:**

- a. Any disputes relating to the computation or accuracy of Resident's bills shall be between Resident and third-party utility billing service. Resident is encouraged to file billing disputes in writing with the person identified on Resident's bill as the appropriate contact.
- b. During reasonable business hours, Resident has the right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of Resident's respective period's utility billings; (iii) calculations of average utility costs; (iv) Resident's sub-meter readings and the readings from the third-party utility billing service master meter; and (v) any sub-meter test results if they have been tested during the preceding twelve (12) months; and (vi) other information required to be kept pursuant to applicable rules and to allow Resident to verify third-party utility billing service billings.
- c. The third-party utility billing service will use reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after Resident's written notice and request for repair. If the respective utility in the Unit is not metered, third-party utility billing service will use reasonable efforts to have any leak repaired within seven (7) days after third-party utility billing service becomes aware of the issue.

- d. Utilities not paid by Landlord must remain on, in Resident's name, through the End Date, regardless of whether Resident has vacated the Unit, except and unless Resident has assigned Resident's interest under the Contract pursuant to the terms of the Contract. Refusal to maintain applicable utility services in Resident's name, shall constitute a Default hereunder.
- e. Resident is required and fails to place all applicable utilities in Resident's name as of the Start Date and Landlord is subsequently charged with utility charges attributable to Resident's occupancy of the Unit, then Resident shall be issued (and shall pay) a bill for such services by Landlord or third-party utility billing service (which shall include a service charge in the amount of Ten Dollars (\$10.00) on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third-party utility billing service to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred, and shall not exceed the total amount of \$10.00.
- f. Resident agrees not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and shall entitle Landlord to exercise all remedies available under the Contract.

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Station at Raleigh Property Owner, LLC as
Landmark Venture Management, LLC, its agent

By: _____

Name: _____

Title: _____

RESIDENT:

By: _____

Name: _____

PARKING & ACCESS ADDENDUM

This Parking and Access Addendum (this "**Addendum**") is made and entered into as of _____ (the "**Effective Date**") by and between **The Station at Raleigh Property Owner, LLC** ("**Landlord**") and _____, an individual ("**Resident**").

Landlord and Resident entered into that certain Housing Contract with a start date of _____ (the "**Contract**") for a bedroom (the "**Bedroom**") in the **The Station at Raleigh** located at **1310 Oglethorpe Avenue, Raleigh, NC 27607** (the "**Facility**") to which this Addendum is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby acknowledge and agree as follows:

1. **Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given in the Contract.

2. **Parking.** Resident acknowledges that parking is available in the designated parking areas in the Facility on a first come, first served basis.

a. The Parking Permit and an Access Device, to the extent applicable, will be issued at move-in. Resident's Parking Permit is only valid for the vehicle Resident has registered with Landlord, (the "**Registered Vehicle**"). The Parking Permit shall be displayed at all times in the lower left-hand corner of the front windshield of the Registered Vehicle. If the Parking Permit is placed anywhere else or is not visible, the Registered Vehicle is subject to being towed or booted at Resident's expense. Resident shall, without delay, provide Landlord with written notice if Resident has a change in vehicle, license plate, or both. If Resident loses the Parking Permit, Resident shall promptly obtain a replacement from Landlord and pay the Replacement Parking Permit Fee.

b. Resident shall only park in designated parking spaces or, if applicable, Resident's assigned parking space. Landlord has the right to have Resident's vehicle towed or booted at Resident's expense if such vehicle (i) is parked in a loading zone, fire lane, on landscaping or grass, in front of dumpsters (if any) or on curbs, (ii) is double parked, (iii) appears to be abandoned, (iv) is not, with respect to Resident only, a Registered Vehicle, (v) appears to be in a state of disrepair, (vi) causes damage to the parking facilities, or (vii) does not have a current registration or inspection.

3. **Controlled Access.**

a. The Facility may be furnished with a controlled access device (the "**Controlled Access**"), subject to the terms and conditions of this Section. Resident acknowledges that any benefit Resident receives from the Controlled Access is incidental to the existence of controlled access. Resident acknowledges and agrees that the Landlord's installation and use of the Controlled Access does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security to Resident or any guest of the Unit. There is no guarantee that the presence of the Controlled Access will in any way increase personal security or safety of Resident, Resident's guests or their respective belongings. The Controlled Access can be rendered inoperative at any time. Resident acknowledges and agrees that Landlord has no obligation to maintain the Controlled Access, and Landlord may temporarily or permanently remove the Controlled Access at any time without providing alternative controlled access to the Facility. To the full extent permitted by applicable law, Landlord shall not be liable to Resident or any guest of the Facility for any injury, damage, or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the Controlled Access, or for any injury, assault, vandalism or other crime occurring at the Facility. Resident acknowledges Landlord shall not be liable in any way for any disruption in the operation or performance of the Controlled Access.

b. Resident acknowledges that an access device ("**Access Device**") is required to operate the Controlled Access. Resident represents and warrants that Resident understands how to use the Controlled Access and how the Controlled Access functions. Resident will not act in any way to impair the use or function of the Controlled Access. Resident agrees to use reasonable care in the operation of the Controlled Access and to comply with any and all instructions, rules or procedures instituted by Landlord regarding the operation of the same. Should Resident fail to return the Access Device to Landlord upon request, or should Resident lose or damage the Access Device, Resident shall be liable for the Replacement Access Device Fee.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Resident have executed this Addendum as of the date and year first above written.

LANDLORD:

The Station at Raleigh Property Owner, LLC

By: Landmark Venture Management, LLC, its agent.

By: _____
Name: _____
Title: _____

RESIDENT:

Printed Name: _____

Utility Addendum

SimpleBills

Lease Provision Pertaining to Utility Billing Service

Lessor of the premises ("Provider") has chosen to use a third-party utility billing service, SimpleBills Corporation, as its billing agent for electric utility service from the public utility ("Supplier"). Tenant shall enroll with SimpleBills (at SimpleBills.com) prior to commencement of this lease and shall agree to Simple Bills' Terms of Service, attached and incorporated herein by reference, which are consistent with this lease and which govern the relationship between SimpleBills and Tenant. Tenant shall be responsible for keeping his or her account active with Simple Bills during the lease term and until the final bill from Simple Bills is provided to Tenant. In the event of a conflict between this Simple Bills Lease Provision Pertaining to Utility Billing Service and any other provision in the lease, the terms of this SimpleBills Lease Provision Pertaining to Utility Billing Service control.

Simple Bills will charge each tenant in a unit equally, on a pro rata basis, for the amount charged by the Supplier, less any amount charged by the Supplier that is not recoverable from the tenants, such as connection or disconnection charges, Provider late fees, or amounts attributed to excess usage as provided in Rule R-22-7(f) of the Rules and Regulations of the North Carolina Utilities Commission, and shall send one bill to each tenant in the unit. Tenant shall pay SimpleBills in full for all amounts billed.

In addition, SimpleBills will charge an administrative fee of \$3.75 per tenant per month. If Provider offers a dollar allowance or conservation cap for utilities in the lease, Simple Bills shall credit or otherwise refund to Tenant the amount, if any, by which the amount specified in the lease exceeds the amount actually owed by Tenant for utility usage in the immediately preceding month.

Tenant must provide Simple Bills with a bank routing number and checking account number from an ACH-enabled checking account ("Payment Method") in order to use the service provided by Simple Bills. Tenant must maintain a valid Payment Method with SimpleBills during the lease term. Tenant is not required to pay using Payment Method, and may pay with a check, money order, recurring or one-time bank bill-payment, or bank draft.

Bills are due not less than twenty-five (25) days after the bill is mailed or otherwise delivered to the tenant ("Past Due Date"). SimpleBills does not charge late payment fees or returned check fees. If Tenant does not pay Simple Bills by the Past Due Date, Provider reserves the right to add any and all unpaid amounts authorized by the North Carolina Utilities Commission to Tenant's account with Provider. Any payment to the Provider shall be applied first to the rent owed, and then to charges for utility services, unless otherwise designated by the tenant.

Notwithstanding any other provision in the lease, Tenant's nonpayment of any electric utility bill, including associated fees, is not an event of default under this lease, and Lessor's remedies for such nonpayment are strictly limited to:

1. The right to recover such charges, along with any associated late fees, returned check charges, interest, reasonable attorney's fees, and court costs, where applicable and as provided by law;
2. The right to deduct unpaid electric charges, late fees, and returned check charges from Customer security deposit pursuant to N.C. GEN. STAT. § 42-52; and
3. The right to report Tenant's failure to pay any electric utility bill to any credit bureau or collection agency.

Simple Bills
Lease Provision Pertaining to Utility Billing Service

Provider shall not terminate a lease for nonpayment of the utility service. In addition, Provider shall not disconnect or request the Supplier to disconnect the utility service due to Tenant's nonpayment of a bill.

Provider will maintain, for a minimum of 36 months, records that demonstrate how each tenant's allocated costs were calculated for electric *service*, as well as, any other electric utility service-related fees charged to each tenant. These records shall be kept at an office at the apartment complex or some other designated local address and shall be made available during regular business hours for inspection by Tenant, the North Carolina Utilities Commission, or the Public Staff. Tenant may obtain a copy of those records at a reasonable cost, which shall not exceed twenty-five cents (25C) per page. In addition, Provider will ensure that backup copies of these records are maintained, so that they will be available if the original records are lost or otherwise unavailable. Provider may delegate this responsibility to SimpleBills, but retains ultimate responsibility for ensuring that both the original records and the backup copies are maintained.

The third-party utility billing service provided by SimpleBills shall be governed by and provided in accordance with North Carolina law and the rules, regulations and orders of the North Carolina Utilities Commission. Tenant's rights with regard to utility billing are set out in Rule R-22 of the Rules and Regulations of the North Carolina Utilities Commission, a copy of which is available online at www.ncuc.net.

Date: 10/04/2016

Terms of Service -North Carolina

This Agreement is entered into and made by and between SimpleBills Corporation ("Company") and the tenant(s) of a leased apartment unit ("Unit") within a residential property located in North Carolina regarding which the lessor ("Provider") has obtained a certificate of authority to resell electric utility service from the North Carolina Utilities Commission and has chosen to use the Company as its third-party utility billing agent for electric utility service from the public utility ("Supplier"). The tenant may be referred to as "Customer", This Agreement shall be effective on the date of submission of a complete and accurate application by Customer, as described below (the "Effective Date"). Company and Customer are hereinafter collectively referred to as the "Parties".

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 below. This Agreement shall not renew for consecutive subsequent renewal periods unless Customer completes enrollment according to instructions identified in Paragraph 2 below, and is agreed to 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"). The Term of this Agreement is identical to the term of Customer's lease with Provider.

2. Application

Customer shall enroll online and complete an application on Company's website ("Application"). In the Application, the Customer shall designate the Effective Date and the date after which the Company will no longer provide a service except to fulfill its responsibilities as defined herein ("End Date"). In order to enroll, the Customer must be at least 18 years of age and have a valid email address, internet access, and a current valid accepted payment method as described in Paragraph 10.

3. Service

The Company shall equally divide the actual amount charged by the Supplier for the Unit as a whole less any amount charged by the Supplier that is not recoverable from tenants, such as connection or disconnection charges, provider late fees, or amounts attributed to excess usage as provided in Rule R22-7(f) of the Rules and Regulations of the North Carolina Utilities Commission, and shall send one bill to Customer each month ("Service"). The amount charged shall be prorated when one or more tenants have not leased the Unit for the same number of days as the other tenants in the Unit during the billing period. The proration shall be determined on the basis of tenant-days; for example, if one tenant has occupied a Unit for 30 days during a month, another has occupied it for 20 days, and a third for 10 days, then the total number of tenant-days for the month is 60, and the three tenants shall be charged one-half (30/60), one-third (20/60) and one-sixth (10/60) of the total bill, respectively. The "Bill Date" is the date the Company invoices the Customer. Service will begin only after the Customer has completed the application process described above. The Service provided by Company shall be governed by and provided in accordance with North Carolina law and the rules, regulations and orders of the North Carolina Utilities Commission. Tenant's rights with regard to utility billing are set out in Rule R-22 of the Rules and Regulations of the North Carolina Utilities Commission, a copy of which is available

online at www.ncuc.net.

4. 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 his or her account password.

5. Payment Obligations of Customer

Customer shall pay Company its prorated share of the monthly electric bill, plus any additional administrative fees or costs approved by the North Carolina Utilities Commission. Bills will be due not less than thirty (30) days after the bill is e-mailed to Customer ("Past Due Date"). If Customer pays by any method other than a Payment Method registered with the Company pursuant to Paragraph 10, the payment must be received by the Company or postmarked by the Past Due Date.

6. Refund of Underages

In any month when a Customer's electric use is less than the dollar allowance or conservation cap stated by the Provider, Company will refund or credit the difference (the "Underage") to Customer.

7. Final Billing Procedure

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

8. Cost of Service

For service provided hereunder, Company shall charge a monthly fee of \$3.75 per Customer (the "Monthly Fee") as long as this Agreement remains in effect.

9. Utility Set-Up

Provider shall establish electric utility service to the Unit. Customer shall not establish individual accounts with the Supplier.

10. Payment Method

Customer must have a bank account on file with Company (n Payment Method ") in order to use Company's Service. Customer is not required to pay using Payment Method, but can also pay with any of the following methods: check, money order, recurring or one-time bank bill-payment, or bank draft. Customer may change the bank account designated for the Payment Method at any time; however, Customer agrees that the designated bank account will not be removed unless immediately replaced by a different bank account. If Customer elects to use an

optional recurring automatic payment, Customer authorizes Company to automatically withdraw payment from its bank account on or about the sixth (6th) calendar day following the Bill Date each month for the amount of the Customer's invoice. 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 Date.

11. e-Billing

Company shall invoice Customer electronically via its internet site. All official notifications sent by Company shall be in e-mail format and shall be sent to e-mail addresses designated by Customer, and Customer hereby consents to receipt of electronic notifications and bills from Company. E-mail notice shall be effective upon sending. Company shall send all utility invoices each month after it receives the electricity bill for the Unit.

12. Event of Default

If Customer fails to make any payment by the Past Due Date or fails to maintain an active account with Company, then Company will consider the invoice to be uncollectable, in "Default," and will forward the defaulted invoice(s) to Provider for collection of utility bill(s).

13. Confidentiality

Customer agrees to allow Company to share any account or payment information with Customer's lease guarantor, if any. Company shall not share automatic bank draft account information, social security numbers and birth dates with any party except as provided herein. Notwithstanding the preceding sentence, if Provider is required to send an account to an outside debt collections agency, Company shall provide any information necessary in order for Provider to employ such a service.

14. Disclaimer of Warranties

Company hereby warrants and represents to Customer that any Service 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 SERVICE PROVIDED UNDER THIS AGREEMENT. COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. 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.

16. Remedies for Company's Breach

Customer may seek from the North Carolina Utilities Commission any remedies authorized by

North Carolina law and the rules and regulations of the North Carolina Utilities Commission.

17. Dispute

The Customer should first contact the Provider's office with any questions he or she may have regarding the bills or complaints about service. In cases of dispute the Customer may contact the North Carolina Utilities Commission by calling the Public Staff - North Carolina Utilities Commission, Consumer Services Division, at (866) 380-98 16 (in-state calls only) or (919) 733-9277, appearing in person at 430 N. Salisbury Street, Raleigh, North Carolina, or writing the Public Staff - North Carolina Utilities Commission, Consumer Services Division, at 4326 Mail Service Center, Raleigh, North Carolina 27699-4300.

18. Binding on Successors

This Agreement is binding upon the Parties and their assigns.

19. 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.

10. 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.

21. 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.

22. Acknowledgment

Customer hereby represents that Customer understands this Agreement and agrees to it after having read it carefully.

23. Survival

Customer's obligation to pay any outstanding balance pursuant to the terms of this Agreement, as well as Paragraphs 7 and 10 through 23 shall survive termination of this Agreement.

Date: 10/04/2016