

ORION STUDENT HOUSING
225 FRANKLIN STREET, 26TH FLOOR
BOSTON, MA 02110

September 25, 2013

Durham Planning Board
15 Newmarket Road
Durham, NH 03824

Re: Grand Campus Living

Dear Planning Board:

This letter is to inform the Planning Board that Grand Campus Living, a division of Lincoln Property Company, acts as Orion UNH, LLC's property manager. Grand Campus Living has managed the properties since Orion UNH, LLC's acquisition on February 6, 2012.

Sincerely,

Orion Student Housing

A handwritten signature in dark ink, reading "William B. Fideli", followed by a period.

William B. Fideli
Managing Member





CORPORATE OVERVIEW

Lincoln Property Company was founded in 1965 for the purpose of building and operating quality residential communities. Development activity consisted of garden apartments, primarily in Texas and the southwestern United States. Lincoln partners were the sole financial investors in these original residential developments. The need for experienced, professional property management was recognized during these early years in the process of managing our own development properties, we began attracting, training and organizing the nucleus of our present property management group. As Lincoln began to grow and prosper, we expanded into other major areas of the United States as well.

In the early 1970's, Lincoln expanded its product mix to include commercial, office, hotel, retail, industrial and other mixed-use assets. In 1972, Lincoln took this expertise within the United States to Western Europe and the Middle East. Lincoln Property Company residential and commercial developments are known internationally for their attractive architecture, attention to detail, and superior locations.

As Lincoln Property Company began to place even more emphasis on the property management business, our reputation as effective, professional managers of our own properties began to gain national recognition. As a result, we began managing more and more residential and commercial properties for other owners and developers.

Today, Chairman Mack Pogue, CEO Tim Byrne, and commercial president Bill Duvall oversee all development, management, and acquisition of residential and commercial properties. Mr. Pogue, Mr. Byrne, and Mr. Duvall retain substantial ownership in each company and direct a corporate staff of experts in construction, property management, finance and marketing. The corporate staff also includes a national administrative group, providing the company with an effective operations structure.

Senior executives, who are seasoned real estate professionals with expertise, both nationally and locally, direct local management offices. With development and investment properties in more than 30 states, Lincoln Property Company has developed an ongoing presence in each of these commercial and residential real estate markets. Consistently listed as one of the largest apartment developers in the United States, Lincoln has developed over 205,000 multi-family residential units to date.

With a host of satellite offices to offer local presence, Lincoln's management teams are in place to focus on the successful operation of our Owner's communities.



Lincoln is currently ranked, in terms of size, as the third largest property manager in the United States, with over 140,000 apartment units currently under management. Over 75% of Lincoln's apartment management portfolio is comprised of fee management accounts for third party investors. Lincoln manages conventional, military, student living and affordable communities consisting of garden-style, mid-rise, high-rise and single family homes.

As a leader in the residential property management field, Lincoln has committed a substantial amount of resources in developing its infrastructure, including the creation of its own training curriculum and management manuals for the continued development of personnel. This commitment has enabled Lincoln to manage properties successfully for clients, large and small, for over four decades. Nonetheless, Lincoln continues to strive for better results, better systems and better ways to serve our residents and investors

GRAND CAMPUS LIVING is the Student Living Division of Lincoln Property Company, serving owners of student focused communities across the nation. Currently, Grand Campus Living provides management, consulting, marketing, leasing and pre-development services to over 10,000 beds nationwide. GCL provides a full range of property management and consulting services for high-rise, mixed use and garden style communities. The Grand Campus Living team has been involved in the management of student focused assets since 1995. The team has experience in most of the top tier and second tier universities and colleges across the United States.

The Grand Campus Living team focuses only on student oriented housing and has unique resources that pertain to this real estate class. The GCL team leverages into the Lincoln national infrastructure to provide our clients with national purchasing programs, superior accounting services and access to talent and training.

GRAND VALUES

GCL's senior leadership provides a culture and a work environment that ensures that each Associate has the opportunity to be the best that they can be. In turn, each GCL Associate has a clear path of objectives to follow in our values:

- **Best People.** We aspire and inspire. We attract, develop and retain the best talent in our business. By challenging our associates, demonstrating a "can do" attitude and fostering a collaborative and supportive work environment, we are the dream job.

- **Integrity.** We treat all customers, associates, clients and business partners with respect, fairness and honesty at all times.
- **Growth.** We are committed to helping our clients grow their business by managing every asset as if it were our own. We continuously seek avenues to improve efficiencies and generate capital for our owners. We are devoted to encouraging and fostering creativity and professional growth. We recognize that every associate has a contribution, and we continuously seek avenues to further individual and team success.
- **Stewardship.** We are committed to our clients and customers and will act with an owner mentality to maximize property performance and add value to each asset.
- **Community Service.** Part of what makes our culture unique is how we rely upon our deeply felt values and principles to guide us in our work. When the whistle blows at the end of each day, our spirit of service continues. Grand Campus Living encourages charitable activities at the corporate level and locally in our communities.



Have Fun!



OUR PHILOSOPHY

GCL's operating philosophy is based around the equation that Best People + Best Processes = Best Performance, and our success in delivering tangible results to our clients is driven by our ability to leverage research, human resources/training and financial/accounting services groups in support of the property management team and their execution of the business plan and operating strategies for the managed asset.

GCL recognizes that effective research, planning and business processes, while important elements in the management of student housing assets, require successful deployment and execution capabilities in order to impact the value of a real estate asset. This deployment and execution phase is wholly dependent on the quality of human capital at all levels of the organization, and we regard our people as our greatest asset in improving property performance.

GCL has hiring, training and continuing associate development programs, supported by GCL University, Grace Hill LMS and the LPC Knowledge Center. Our industry recognized training team that has identified, developed and retained quality operating teams at all levels of the organization. Simply stated, we only hire the best of the best, and surround these individuals with the knowledge and support tools to ensure that they are successful in their roles within the organization. We monitor our associate turnover and performance; our culture of rewarding performance ensures that our customers receive the benefit of our expertise, skill set and our unique hands-on corporate culture.

Our vision is one of incorporating the whole experience of quality, leadership and learning. From the customer experience we offer at each touch point in our communities, to the vision we impart to our team members, we continue to keep the flow of ideas and processes moving forward. We value innovation and listen to all team members from maintenance staff and Grand Campus Ambassadors to other industry leaders. We never underestimate the power of a true team environment and a creative open door policy. We are a boutique company where the principals of our company deal daily with the real estate performance, our clients, and our associates.

We understand the unique nuances of the student demographic. They are the early adopters of every technology, social media trend and prefer online and instant communication (on-demand info, contact us links, texting etc.) instead of face-to-face interaction. Effective communication to our potential residents requires us to use interactive



property web sites, mobile marketing services and high-impact marketing collateral designed to promote a property brand message resonating with today's student.

CLIENT INSIGHT

"Our partnership with Grand Campus Living has been extremely rewarding, resulting in our two new developments achieving 100% occupancy with above proforma rents and leading the market in absorption. Grand Campus Living has provided our student housing properties with invaluable management services and insights into the student living environment. We expect our partnership to continue for many more successful years to come."

-Brent Little, President Fountain Residential Development

"Grand Campus Living has provided us a level of service, responsiveness, and operational excellence that we didn't think was available in the student housing sector."

-William Bennet, Principal Iconic Development

MARKET KNOWLEDGE

Market knowledge requires the teamwork of specialists, daily involvement, and analysis. By staying aware of the economy, the existing competition as well as new supply, we are able to create and continually modify specific marketing programs that attract and retain prospective residents. The availability of this information is critical to the development of a comprehensive and well-balanced marketing strategy. The immediate access to this information places us in a position to respond quickly to market opportunities and to strategically position the property into a highly competitive position within the sub market.

STRATEGIC MARKETING

A strong program that includes aggressive marketing and leasing can offer the very best opportunity for economic success. Strong marketing and leasing programs create revenue. Increasing revenue is the single most important key to adding value. We understand the need for highly focused customized programs that support and maximize the income stream of each community. Marketing a community involves two key elements: 1) innovative techniques designed to bring a constant flow of potential residents to the community and 2) a comprehensive resident retention program. Our thorough market research, effective promotions, and exceptional Leasing Associates combine to increase revenue by raising occupancy and rental rates. Through persuasive marketing, we attract qualified residents. Then, we provide every resident with outstanding service and a standard of quality that insures their loyalty year after year. We utilize a comprehensive computer tracking system



which analyzes all traffic and leasing activity, identifies the media source, reason for visiting, and generating the necessary information so that a multi-step follow-up program is conducted after the prospect's visit. This on-site system significantly increases the efficiency and effectiveness of our leasing process.

CUSTOMER SERVICE

GCL's residential services are aimed at providing customer-centered, imaginative property management and leasing programs. These services are built on a foundation and philosophy that recognizes uncompromising "quality" and "service" as the most important ingredients when distinguishing between the ordinary and the best. We are firmly committed to providing "top quality" service to our customers with emphasis placed upon achieving extraordinary responsiveness in regard to meeting the customer's needs. Furthermore, we fully understand that our "service" to our residents is the key to any community's success and that the profits of the owner, whom we represent, are directly tied to the level of satisfaction experienced by the resident, whom we serve.

TRAINING, MOTIVATIONAL, AND INCENTIVE PROGRAMS

Based on the strategy of searching for and hiring only top-quality Associates with a high degree of integrity, GCL backs up its stringent hiring practices with extensive associate training and development, motivation, incentive programs, and comprehensive evaluation procedures – all of which are aimed at rewarding "superior" performance and identifying those who have the desire and ability to lead and manage by personal example. GCL offers a systematic approach to training in the form of a University concept. A variety of required courses, plus extracurricular classes are facilitated by an in-house training staff, which not only enables the front line to perform at an optimum level, but also provides advancement opportunities.

Furthermore, GCL supports its on-site staff with an educational assistance program that provides financial support to Associates that pursue technical training and other curriculum that lead to professional designations or certifications. Our commitment is to attract and retain highly trained, flexible people as our primary means of adding value to our properties. It is an approach that takes time and effort, but it produces results that will clearly enhance the value of our assets.



DILIGENT ACCOUNTING AND REPORTING

GCL provides the most sophisticated accounting and reporting system in the industry. Our accounting and technical staff is supported by the latest computer information systems. This capability allows us to customize accounting and reporting methods and provide the owner with comprehensive information about every facet of the property – marketing, financial, and operational. These reports can be customized to meet the needs of the owner and are delivered timely and accurately every time.

Lincoln has been certified as Service Organization Control (SOC) complaint (formerly SAS-70) on Multifamily Property Management Processes. Our key property management, accounting and IT processes are compliant in accordance with SOC requirements, ensuring assets are managed effectively through LPC's standard business procedures. A SOC report was issued certifying the results of the review.

A SOC report is management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description. These key internal control elements followed by LPC were reviewed:

- Control Environment
- Risk Assessment
- Monitoring
- Information and Communication

Control objectives identified within the following business activities were reviewed to ensure that with reasonable assurance the activities would be completed fully and accurately.

- Leases
- Cash Receipts
- Electronic Receipts
- Expenses and Cash Disbursement
- Reporting
- System Access

PROFESSIONAL DESIGNATIONS

Lincoln Property Company encourages all employees to seek professional designations from organizations such as the Institute of Real Estate Management, the National Apartment Association and the National Association of Home Builders. Lincoln believes that successful completion of the various, in-depth designation programs provide the advanced training that today's real estate professionals need in the operation of institutional grade assets.



Accredited Management Organization (AMO)

Lincoln Property Company currently holds from the Institute of Real Estate Management, accreditation as an “Accredited Management Organization” (AMO) on a national level.

In addition, Lincoln and/or their employees maintain membership in the following organizations, trade associations and designation programs:

Institute of Real Estate Management

- Accredited Management Organization (AMO)
- Certified Property Manager (CPM)
- Accredited Resident Manager (ARM)

International Real Estate Institute

- Registered International Member (RIM)
- Registered Property Manager (RPM)

National Association of Review Appraisers & Mortgage Underwriters

- Certified Review Appraiser (CRA)

National Apartment Association

- All applicable state associations
- All applicable local associations

Lincoln Property Company is fully licensed to provide third party management and leasing services throughout the country. Lincoln is also a licensed brokerage entity.

MANAGEMENT EXPERIENCE

GCL’s student living management and operations approach is based on the innovative, effective and time proven processes and procedures that made us one of the nation’s preferred management companies. With over 20 years of experience managing communities, we have adapted our successful leasing, marketing, and budgeting tools to meet the needs of our student housing customers. Balancing the customer service that today’s college student expects with the investment parameters of the owner is a daunting task. However, GCL communities enjoy high occupancy and property results in their competitive markets as our management team focuses on knowing and meeting the needs of our student housing customers. Aggressive and early marketing and leasing, clear procedures for property maintenance and standard company reporting result in successful management of both our own and numerous third party owned properties for which GCL is hired to manage.

PORTFOLIO

GCL places a high value on customer service both internally and externally. Our culture and traditions are the foundation of our success. GCL has a reputation as an effective, high impact, customer-centric manager of our own assets. Our current portfolio consists of over 10,000 student living beds in mixed-use, high-rise, mid-rise and garden communities. As our reputation has gained national recognition, our list of exclusive owners and clients has expanded.

RESULTS

What makes GCL different is the proper linkage of purpose, imagination, and attitude with uncompromising quality, customer service, and performance that produces optimum operating results. We are oriented toward differentiation, continually adding and producing high value-added features, quality, and services when compared to the markets where we manage properties. And because we manage several thousand units in a multi-state portfolio of properties, our owners receive the benefits of a strong, broad base of knowledge, with varied geographical experience, and purchasing ability.





University Edge 24 Park Court Durham, NH 03824

UNIVERSITY EDGE APARTMENT LEASE CONTRACT (DURHAM – NEW HAMPSHIRE)

LEASE SUMMARY:

Date:

Landlord (Owner): **ORION UNH, LLC** (us, we or our)

Resident(s): (you or your)

Starting Date of Lease Term: _____ Ending Date of Lease Term: _____
Your total Rent for the Term is _____ (plus incidental additional charges as identified in the
Lease and applicable sales taxes). It is payable in monthly installments of _____ (plus the
incidental charges and applicable sales taxes). The breakdown of your regular installments is:

	<u>\$0.00</u>	For Base Rent;
	<u>\$0.00</u>	Utility Cap
Total	<u>\$0.00</u>	Monthly Installment;
	_____	For your Security Deposit (see Paragraph 6 of this Lease);

Apartment Community: **University Edge Apartments**

Apartment Number _____ Bedroom _____ Mailbox No. _____

Street Address: _____
Durham, New Hampshire 03824

INSTALLMENT AMOUNT	DUE DATE	INSTALLMENT AMOUNT	DUE DATE
\$0.00		\$0.00	
\$0.00		\$0.00	
\$0.00		\$0.00	
\$0.00		\$0.00	
\$0.00		\$0.00	
\$0.00		\$0.00	

SPECIAL PROVISIONS "The following special provisions have been added to and are a part of this Lease; Lease Addendum, Parental or Sponsor Guaranty, _____

UTILITIES.

A. Resident shall be responsible for utilities as set forth herein. In order to promote conservation of utilities and natural resources, Landlord has placed conservation thresholds on Resident's obligation to pay for various utility services. If Resident's pro rata share (as calculated by a third party utility billing company) exceeds the monthly conservation threshold (caps) set forth below, then Resident shall pay such excess amount(s):

Conservation Caps:
Electric \$ 25.00 total per resident



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B. Charges for Resident's pro-rata share referenced in section A above shall be calculated with one of the following methods (the specific methods shall be detailed on your bill.) Please contact the third party billing company for more specific details on methods used for your unit:

- a. Direct metering by the local utility. The local utility measures utility usage in each apartment unit and bills Landlord directly for such charges. Charges for each apartment unit will be divided equally by the number of Residents in each apartment unit to calculate the charges for each occupied bedroom.

C. Resident will be charged for the full period of the time from the commencement date of the Lease until its expiration date, regardless of whether Resident physically occupies the unit. Resident agrees to pay for all charges billed in accordance with this addendum during the term of the Lease. Resident and any guarantor(s) to the Lease are jointly and severally responsible for paying all charges billed to Resident under this agreement.

D. The billing methods described above may be changed by Landlord by providing Resident with 60 days prior written notice and Resident acknowledges that in certain situations it is necessary to make a change to the billing method. Upon Resident's request, Landlord will provide a copy of its applicable utility bills and all applicable bills issued to Residents. The billing period for the utility bill will generally be the 1st to the 31st of the month or the billing period of the local utility.

E. The bill will be sent to Resident by Conservice Utility Management and Billing, a third party billing provider. Resident acknowledges that the billing provider is not a public utility. Any disputes related to the computation of Resident's bills will be between the Resident and the Landlord.

F. Resident must make payment in full to Landlord or the third party billing provider of the utility charges prior to the due date listed on each bill. Landlord and Resident agree that the actual cost to Landlord and/or billing provider when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or billing provider does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Resident agree that if the payment is received after the enumerated due date, Resident shall immediately pay a late payment in the amount of \$10, which is a reasonable estimate of the costs incurred.

G. Failure to pay any of said charges shall be considered a material breach of the lease agreement and Landlord shall have the right to commence legal proceedings against Resident and all occupants including but not limited to an unlawful detainer action to recover possession of the premises. Upon termination or expiration of the lease agreement, unpaid bills may be deducted from Resident's security deposit, and for such purpose Landlord and Resident agree that the charges described in this addendum are considered additional rent.

H. Landlord also reserves the right to charge Resident for utility costs attributable to common area utility usage, and in such event Resident's charges shall be calculated based on the square footage of Resident's unit compared to the total square footage of all rentable space at the property (divided then equally by the number of occupied bedrooms in Resident's unit).

I. Resident's shall pay Landlord an amount equal to \$45 at the commencement of the lease (or on the first utility bill, at the discretion of management). This service fee is for administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord for entire school year. Alternatively, each monthly utility bill will include a monthly service fee of \$3.75 (or the maximum allowed by law, whichever is less) in addition to the utility charges to pay for the administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by Landlord for entire school year.



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OTHER ELECTRONIC APPLIANCES: Air conditioners are permitted to be installed and used in the unit between April 1st and October 31st, but only with our express written permission and only if the A/C unit meets certain energy efficiency specifications as we, in our sole discretion, determine acceptable. Immediately upon installation, you must notify us and permit inspection of the air conditioning unit. If we determine that you have installed such A/C unit in the unit and you have failed to advise us in writing of such installation, we reserve the right to assess a fine of no more than \$100.00, and, in addition you shall be responsible for all damages relating to improper installation, including but not limited to, window & frame damages and water leakage damages. Unless electricity is paid entirely by you, a monthly utility fee of \$30.00 shall be assessed to compensate for the increase in the electric usage for all air conditioners.

If you use any additional appliances such as small refrigerators or window fans, we reserve the right to assess and you agree to pay an additional fee in the amount of \$30.00 per month as a reasonable assessment for the estimated increase in electric usage unless electricity is paid entirely by you.

All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after you move in, utilities payable by you must be placed in your name or the name of one or more of the Apartment's residents for the term.

We won't be liable for any interruption, surge or failure of utility services by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

1. LEASE TERM.

a. The Lease starts on the Starting Date, and ends at 10:00 a.m. on the Ending Date (the fact that you are no longer a student doesn't shorten the term or reduce your liability), but you cannot occupy your Premises until we have completed and executed lease documents and any guaranty. **Even if we can't provide your Bedroom to you when we're supposed to, we won't be liable to you for damages because of the delay, you just don't owe us Rent for that period (but that's the only remedy that you have).**

b. The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. We may notify you in writing if we are willing to grant you an option to renew and/or extend the term of this Lease. If we grant said option, you shall have thirty (30) days from the delivery of our notice to indicate in writing that you are exercising the option and that you are agreeable to the renewal terms provided in our notice.

If you fail to return to us, within thirty (30) days, signed notice of your agreement to our proposed renewal and/or extension lease terms, and/or fail to pay any required deposit associated with any such proposed renewal and/or extension, you acknowledge you shall have no holdover tenant status at the end of the above stated lease term, and acknowledge further that you shall vacate the premises at the end of the above term of lease. Failure to so vacate shall be construed a material violation of this Lease and sufficient reason to terminate the tenancy at the end of the above Lease term pursuant to RSA 540:2, II(c) ("Failure of the tenant to comply with a material term of the lease") and/or RSA 540:2, II(e) ("Other Good Cause"). Other good cause may include, but is not limited to, any legitimate business or economic reason. See RSA 540:2, V.

With respect to the above bolded text, you and we agree that because of the unique facts and circumstances existing between us, some of which result from the realities of student rentals, it is reasonable and necessary as a business requirement to require that you abide by the entirety of the provisions of this Paragraph 1.b. to facilitate less disruption and hardship between us, and any potential disruption to the expectations of incoming students or prospective tenants in the absence of such agreement. Any attempt by us to accommodate ongoing tenancy beyond the Term of the Lease, or impose an obligation to continue the tenancy would be unreasonable in light of the business and economic realities of managing rental properties in a college town. Without such agreement between the parties, it would be impossible for us to manage the orderly transition of incoming and outgoing residents.



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2. DESCRIPTION. This Lease is between us and you. We agree to lease to you and you agree to lease from us, the Premises. The “Premises” is defined as including each of the following:

- a. Your sole use of the Bedroom in the Apartment in the Building;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, “Common Areas” are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
- c. Your sole use of the furniture within the Bedroom; and your joint use of all appliances and furniture within the Common Areas of the Apartment; and
- d. Your joint use of the Mail Box and your sole use of the Parking Stall if one or both have been assigned to you. If the Postmaster serving the Apartment Community has instituted or begins during this Lease “single drop delivery,” we will place your mail in the Mail Box, but assume no liability for misdelivery, delays in delivery and/or failure of delivery.
- e. While we will not act arbitrarily, commencing not earlier than 5 days after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Building.

3. GENERAL. Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Lease obligations are to be performed in the county where the Apartment is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or nonenforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

4. RESIDENT INFORMATION. If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it. You hereby authorize us to periodically obtain credit reports regarding you. This authorization shall be in force until such time that all of your promises, covenants and conditions of this Lease have been completed.

5. GUARANTY/CONDITIONAL APPROVAL. THE PARENTAL OR SPONSOR'S GUARANTY PROVIDED TO YOU MUST BE SIGNED AND RETURNED TO MANAGER WITHIN 14 DAYS AFTER THE DATE OF THIS LEASE. AT OUR OPTION THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF THE PARENTAL OR SPONSOR'S GUARANTY IS NOT SIGNED AND RETURNED TO THE MANAGER. IF YOUR APPROVAL WAS CONDITIONED UPON PROVIDING PROOF OF ENROLLMENT, SUCH PROOF MUST BE SUBMITTED WITHIN 14 DAYS OF THE COMMENCEMENT DATE OF THIS LEASE. FAILURE TO PROVIDE SUCH PROOF, MAY, AT OUR OPTION, RESULT IN THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES BEING TERMINATED.

6. SECURITY DEPOSIT. Once you sign the application, you will be required to deposit with the Manager the Security Deposit (not to exceed an amount equal to one month's rent) as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate the Lease). Upon receiving a deposit from Resident, we will provide to you a signed receipt stating the amount of the deposit and specifying the place where the deposit will be held, and notifying you that any conditions in the



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Premises in need of repair or correction should be noted on the receipt or given to the Lessor in writing within 5 days of occupancy. The Security Deposit continues to be the money of the Resident and shall be held in trust by us and shall not be mingled with the personal moneys or become an asset of ours. We may mingle all Security Deposits held by us in a single account held in trust for the Resident(s) at any bank, savings and loan association or credit union organized under the laws of this state. If the Lease term is for a period of one year or longer and we hold the Security Deposit for a period of one year or longer, we will pay you interest on the Deposit at a rate equal to the interest rate paid on regular savings accounts in the New Hampshire bank, savings and loan association, or credit union in which it is deposited, commencing from the date the we receive the Deposit. If we mingle Security Deposits in a single account, we will pay the actual interest earned on such account proportionately to each Resident. We shall return any Security Deposit to you, and pay the interest due, if any, within 30 days from the termination of the Lease. If there are any damages to the Premises, excluding reasonable wear and tear, we may deduct the costs of repair from the Security Deposit. We will provide you with a written, itemized list of any damages for which we claim you are liable, which shall indicate with particularity the nature of any repair necessary to correct any damage and satisfactory evidence that the repair was necessary to correct these damages has been or will be completed. Satisfactory evidence may include, but not be limited to, receipts for purchased repair materials and labor estimates, and bills or invoices indicating the actual or estimated cost thereof. If there is unpaid Base Rent or other amounts due, we may deduct such unpaid Base Rent or other amounts due from the amount of the Security Deposit. We will provide you with a written, itemized list of any claim for unpaid Base Rent or other amounts due for which we claim you are liable, which shall indicate with particularity the period for which the claim is being made. You shall not use Security Deposit as last months' Base Rent. If we sell the Apartment Community and if your Security Deposit is transferred to the new owner, and any statutorily required notice is provided, we don't have any further liability to you for the return of all or any portion of the Security Deposit—you must look to the new owner.

7. RENT AND ADDITIONAL CHARGES. You will pay us the **Rent Installment** (Base Rent and other recurring fees) on or before the 1st day of each month, in advance and without us having to make demand for payment. The Installment is payable at the Manager's office (or at such other place as of which we notified you in writing). **Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of God, or to reduce or offset Rent payable to us** by any of your costs or damages against us. Your first Month's Installment is payable to us before you move in. At our option, we can require that all money payable to us is to be paid in either cash, certified or cashier's check, money order or personal check but we are not obligated to accept personal checks after the 10th day of the month. Cash will not be accepted without our prior written permission. **Your obligation to pay Rent is a promise by you which is independent from all of our promises, duties and obligations.**

a. **Regardless of whether it's a holiday or weekend, if you haven't paid everything that is due on the first of the month (or on the Starting Date, as applicable), then on the 2nd of the month, we can charge you an initial late charge of \$100.00. If you fail to tender the full amount of the Rent Installment due by the 15th day of the month, we can charge you an additional late fee of \$50.00. You also agree to pay a \$100.00 charge for each returned check plus the above late charges until we receive acceptable payment. Any late fees or returned check charges constitute Rent and failure to pay such fees and/or charges gives rise to all remedies available to us for nonpayment of Rent.**

b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and, then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.

c. While we don't have to, we can accept partial rental payment, but we don't waive our rights to collect and enforce the payment of the remainder.

d. You are liable for all for all fees or fines as described in the Lease Addendum which are attached to this Lease.

8. OCCUPANTS. Only you can live in the Premises. It will be used only as a private residence and for no other purpose. While you can't lease any part of your Premises to another person, you may be able to transfer your rights under this Lease to another person if we give our written consent, but the giving of our



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consent is at our sole discretion. Even if we agree to the transfer, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more transfers won't be a waiver of our rights of consent to any future transfer. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment, agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. **The fact that you and your roommates may be in conflict with each other won't act as grounds to terminate the Lease.** If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their lease.

9. MULTIPLE RESIDENTS. Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent. You are not liable for any of your fellow resident's obligations as to their bedroom and their rent payable to us. However, residents of double occupancy Bedrooms are jointly and severally liable for the Rent for that Bedroom.

10. MOVE-IN. You acknowledge an Inventory and Condition Form has been provided to you prior to or at the time that you move into the Premises. This form can be turned into the office or submitted online. By the end of the fifth day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us, you accept the Premises, fixtures, appliances and furniture in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.

11. LEASE ADDENDUM. You and your guests must comply with all written rules and policies which we adopt for the Apartment Community. These rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents.

12. SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

13. LIABILITY. Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your 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 your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **YOU, FOR YOURSELF AND FOR YOUR GUESTS RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (the "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY UNLESS SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**



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14. MAINTENANCE, ALTERATIONS AND REPAIRS.

a. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

b. You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. AFTER YOU MOVE IN, YOU ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER.

c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security device or smoke detectors, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can't stop payment of or reduce the Rent except to the extent allowed by law.

d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

e. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.

f. We are not liable to you or your guests for personal injury or damage or loss of personal property for any cause, including, but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our negligence or the negligence of Manager. *We urge you to obtain your own insurance for losses due to such causes.*

15. RIGHT OF ENTRY. Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant Bedroom in the Apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents,



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other tenants or insurance agents. We shall give reasonable notice of our intent to enter the Premises, except in the case of an emergency.

16. MOVE-OUT.

a. If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with advance written notice of the specific date by which you will leave. Telling us about your leaving without putting it in writing is not sufficient. We suggest that you use our form for a move-out notice. If you don't, you are responsible for obtaining the Manager's written acknowledgement that the move-out notice has been received. Even if you give proper notice, you are still obligated under the Lease and we can apply your Security Deposit to your account. You will be responsible for monthly Installments of Rent through the end of the Lease Term or until a replacement resident is found, whichever occurs first.

b. When you leave, whether at or prior to the Ending Date, the Premises, including the carpets, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. If they are not, you will be liable for reasonable charges to complete such cleaning, repair or replacement.

c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you after seven (7) days and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property, after compliance with state law, without liability to you.

17. RELETTING CHARGE. There is no early termination clause in this Lease. You will be liable for a reletting charge equal to 85% of the highest monthly rent during the Lease Term if you (1) fail to move in or (2) move out without our prior written approval, or (3) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under the Lease.**

Not a Release. The reletting charge is not a Lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain - particularly those relating to administrative and marketing costs. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due Rent, charges, fees or other sums due under this Lease.

18. HOLDOVER. If you still occupy the Premises past the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, then you owe us double Rent for the extra time that you stay in the Premises (payable daily in advance) **plus**, all of our damages and damages of the person who couldn't move in because of your holdover.

19. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, any apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. You engage in behavior which adversely affects the health or safety of the other tenants or our agents or employees, you cause substantial damage to the Premises or other good cause as defined in New Hampshire RSA Section 540:2;
- d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;



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e. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you haven't been in the Bedroom for 7 consecutive days); 7 days after your death; or, 3 days after your scheduled move-in day if you fail to move in;

f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;

g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;

h. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or

i. You fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Lease Addendum; or

j. You misrepresent student status on any information provided to us, fail to maintain student status and/or fail to provide confirmation of your student status upon request.

20. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than is provided in this paragraph) in addition to other remedies allowed by law:

a. Collect any fine imposed by the Lease Addendum;

b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;

c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice providing seven (7) days for you to leave in the event of non-payment of Rent, substantial damage to the Premises by you or your guests or behavior by you which adversely affects the health or safety of the other tenants or our agents or employees; and thirty (30) days notice to leave in the event of material noncompliance with this Lease or other good cause.

d. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);

e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice for you to leave as required by law;

f. Report all violations to credit reporting agencies; and

g. Do any combination of a, b, c, d, e or f; however, if the default relates solely to your failure to move-in, we will return prepaid Rent and the Security Deposit if you find a replacement tenant acceptable to us who takes occupancy on the Starting Date; however, if we find the replacement tenant, we can retain \$200.00 as a lease cancellation fee (such amount not to exceed 85% of one month's rent).

h. All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

21. CUMULATIVE REMEDIES. The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to



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leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

22. COSTS AND FEES. In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

23. CASUALTY LOSS. If in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s) less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or casualty.

24. SALES. Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

25. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community.

26. LIABILITY OF LANDLORD. If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Apartment Community but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us 30 days to cure it.

27. MILITARY SERVICE. Under the following circumstances, you may terminate the Lease by giving us written notice if: (1) you are or become 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 you are relieved from active duty (subject to the exception noted below); or (2) you are deployed to a foreign country as a member of the U.S. Armed Forces and are not continuing to receive housing allowance from the military. In either case, upon your notice, the Lease will terminate the later of (1) the next rental due date following the 30th day after you give us your termination notice, or (2) the next rental due date following the effective date of your deployment or station change. The date of deployment or station change in the future must be before your Lease term ends. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing doesn't constitute a permanent change-of-station order. After move out, you're entitled to the return of your Security Deposit, less lawful deductions. When signing or renewing a lease, if you already have deployment or change-of-station orders, or if you know that you will be retiring or that your enlistment term will end before the end of the Lease term, you will not be released from this Lease without our prior approval. Deployment or station change orders will only release the resident who qualifies (1) or (2) above and receives such orders during the Lease term, and such resident's spouse and/or legal dependents.

28. EMINENT DOMAIN. If all or any substantial part of the Building or Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be condemned or improved in a manner that requires the use of any part of the Building, the Term of this Lease shall, at our option, be terminated upon, and not before, the day when possession of the part taken shall be required for such use or purpose, and we shall be entitled to receive the entire award without apportionment with you.



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29. INSURANCE. Our insurance does not provide coverage for your personal property. We urge you to get your own insurance for losses due to theft, fire, water damage, and the like. You intend to [check one]:

- ☐ not buy insurance to protect against such losses, or
☐ buy insurance from your own agent to cover such losses.

If neither is checked, you acknowledge that you will not have insurance coverage.

30. CHOICE OF VENUE. By signing this Lease, and any and all “Guaranty of Lease Contract with Warranties” made part hereof, each and every Resident and Guarantor, agrees to file any claims relating to this lease and the parties’ lease and guarantor relationship in either Durham District Court, Strafford County, New Hampshire, or Strafford Superior Court, New Hampshire (depending upon the nature and amount of claim). Each Resident and Guarantor specifically waives their right to commence such claims in any other court (in any other State or any other County or District within the State of New Hampshire). Residents and Guarantors who are residents of the State of New Hampshire, specifically waive their Small Claims action Rule 4.3(a) right to initiate Small Claim actions in any District Court which serves the area in which they reside, agreeing instead to bring the small claims action(s) in the Durham District Court.

31. NOTICE OF INJURIES. In the event of any significant injury or damage to you, your family, or your invitees, licensees, and/or guests, or any personal property, suffered in the Premises or in any common area, written notice of same shall be provided by you to us at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

32. OWNER’S AGENT. Grand Campus Living, 5950 Sherry Lane, Suite 320, Dallas, Texas 75225, is authorized to manage the Apartment Community and to accept service of process and receive and receipt notices and demands.

RESIDENT(S) SIGNATURE:

OWNER OR OWNER’S REPRESENTATIVE:

ORION UNH, LLC

By Owner’s Representative:

Date: _____



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APPLICANT INFORMATION

Full Legal Name: First Middle Last Suffix

Current Street Address

City, ST Zip

Phone Number: _____

If you have not lived at your current address for 12 months, indicate additional information. Prior address:

City, ST Zip

APPLICANT IDENTIFICATION

Are you a U.S. Citizen: Yes No

Social Security Number: _____

Drivers License or State issued ID card
_____ State _____

Date of Birth (mm/dd/yyyy) _____

Email Address: _____

Gender: Male Female

Physical Description:

Height _____ Weight _____ Eye color _____ Hair Color _____

Classification when lease term begins:

Freshman Sophomore Junior Senior Graduate

NONREFUNDABLE PROCESSING FEES

In order to process your application and prepare your lease document, you agree to pay the following fees when you submit the application for review:

Application Fee: **\$45.00**

AUTHORIZATION

I authorize the community to verify the above information by all available means. The management is not required to reverify or investigate preliminary findings. Our privacy policy is available upon request.

Applicant's signature: _____ Date: _____

CANCELLATION POLICY

Upon your execution of the Lease document you will have the right to cancel your lease within forty-eight (48) hours by written notice only. After the 48 hours whether you take possession or not you will still be obligated under the Lease and we can apply your Security Deposit to your account. You will be responsible for monthly Installments of Rent through the end of the Lease term or until, with the manager's written approval, a replacement resident is found, whichever occurs first.

Applicant's Initials _____ Owner's Representative Initials _____

ACKNOWLEDGMENT

You declare that all your statements on this Application are true and complete. By signing this application, you represent that you have never: 1) been arrested for a felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion; 2) been arrested for a felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that has not been resolved by any method. You authorize us to verify this information through all available means, including credit reports, consumer reports and rental history reports, but we're not required to verify or investigate any preliminary findings. If you've failed to answer any question or if you have given any false information, (1) we're entitled to reject this Application, (2) retain all processing fees and deposits as liquidated damages for our time and expense, and (3) terminate any right you have to lease the bedroom, or (4) if you have signed the Lease, it will be a violation of the Lease.

In any lawsuit relating to this Application, the prevailing party is entitled to recover attorney's fees and all other costs of litigation from the losing party. We reserve the right to furnish information to consumer reporting agencies and other rental housing owners about the performance of our residents on their Lease obligations. This information may be reported at any time and include both favorable and unfavorable information regarding your compliance with the Lease, the rules, and your financial obligations.

Applicant's signature: _____ Date: _____

Applicant Name:_____

GUARANTOR INFORMATION (must also fill out and sign attached Apartment Lease Guaranty)

Name: First Middle Last Suffix

Current Street Address

City, ST, Zip

Phone Number:_____

VEHICLE INFORMATION (List all vehicles to be parked by you (including cars, trucks, motorcycles, etc.)

Color, make and model: _____ Year: _____ License #: _____ State: _____

EMERGENCY CONTACT INFORMATION

First Middle Last

Primary Phone

Current Street Address

Relationship

City, ST Zip

Important medical information in case of emergency:

E-mail Address

Local doctor name and phone number:

If you die or are seriously ill, missing, or in a jail or penitentiary according to an affidavit of the above person: we may allow the above person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If you are seriously ill or injured, you authorize us to send for an ambulance at your expense. We are not obligated to do so.

FOR OFFICE USE ONLY

1. Apartment name or dwelling address (street, city): _____ Unit # or type: _____

2. Person accepting application: _____ Phone: (____) _____

3. Person processing application: _____ Phone: (____) _____

4. Date that applicant or co-applicant was notified by telephone, letter or in person of acceptance or non-acceptance:

5. Name of person(s) who were notified (at lease one applicant must be notified if multiple applicants): _____

6. Name of owner's representative who notified above person(s): _____



APARTMENT LEASE GUARANTY

Each guarantor must submit a separate guaranty form. Guarantor must attach a copy of his or her driver's license or other government-issued photo identification.

You, as guarantor(s) signing this Apartment Lease Guaranty, guarantee all obligations of resident(s) under the Lease described below.

Date of lease: _____

Owners Name: **University Edge Apartments**

Residents Name: _____

Bedroom _____ * Apartment # _____ *

You agree that your obligation will continue through the Lease term and any renewals and will not be affected by amendments, changes, assignments or subleases of the Lease. If we, as landlord, delay or fail to exercise lease rights, pursue remedies, give notices, or make demands to the resident or to you, as guarantor, these will not act as a waiver of our rights as owner or as landlord. All of our remedies against the resident apply to guarantor, as well. **The resident and guarantor are jointly and severally liable.** It is not necessary for us to sue or exhaust remedies against the resident in order for you to be liable. You represent that all information submitted by you on this Guaranty is true and complete. You authorize us to request and obtain consumer reports, verification of income and employment, rental history reports, and other credit reports on you. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease itself or to be named in the Lease. The Guaranty does not have to be referred to in the Lease.

If we seek to enforce this Guaranty, you agree that it can be in the county where the Apartment Community is located, no matter where you live. Our Privacy Policy is available to you upon request.

Guarantor's Name: _____

Address: _____

City/State/Zip _____

E-Mail: _____

Cell #: _____

Home# _____

Social Security #: _____

Date of Birth: _____

Monthly Income: _____

Driver's License#: _____

Employer Name: _____

Address: _____

Phone: _____ Fax: _____

Contact Name: _____

Date: _____

Signature of Guarantor

Copy of Driver's License or government photo I.D. of Guarantor is *required* to process this form.

FOR ON-SITE STAFF ONLY

Staff is required to complete the following information after guarantor status is received:

☐ Guarantor Accepted ☐ Guarantor Denied Date Received: _____ Staff Initials: _____

Resident Notified: _____ (Date and Staff Initial)

Identification attached: ☐ Driver's License ☐ Government-issued photo identification

*or any other bedroom/unit





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Acknowledgement

You declare that all of your statements on this Application are true and complete. By signing this application, you represent that you have never: 1) been arrested for a felony, sex-related crime, or criminal violation involving the sale or manufacture of illegal drugs that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision or pretrial diversion; 2) been arrested for a felony, sex related crime, or criminal violation involving the sale or manufacturing of illegal drugs that has not been resolved by any method. You also represent that you are enrolled in a degree program at a qualifying institution. You authorize us to verify this information through all available means, including credit reports, consumer reports and rental history reports, but we're not required to verify or investigate any preliminary findings. If you've failed to answer any questions or if you have given any false information, (1) we're entitled to reject this Application, (2) retain all processing fees and deposits as liquidated damages for our time and expense, and (3) terminate any right you have to lease the bedroom, or (4) if you have signed the Lease, it will be a violation of the Lease.

In any lawsuit relating to this Application, the prevailing party is entitled to recover attorney's fees and all other cost of litigation from the losing party. We reserve the right to furnish information to consumer reporting agencies and other rental housing owners about the performance of our residents on their Lease obligations. This information may be reported at any time and include both favorable and unfavorable information regarding your compliance with the Lease, the rules, and your financial obligations.

RESIDENT SCREENING CRITERIA PURPOSE OF THIS DOCUMENT

We offer the following information so that all applicants will have available to them a statement of the rental qualifying policies. If you have any questions about our policies or about the information in this document, please contact any of our management team. All prospective residents will be required to meet the following qualification standards to include, but not limited to the following criteria. Past resident history may have an adverse affect on the outcome of your application for residency.

I. APPLICATION PROCESS

1. Complete the application on the designated form. Each adult occupant must complete an application.
2. Pay your non-refundable application-processing fee and pay a holding deposit that will become a security deposit upon move in.
3. Be prepared to wait 24 hours for results from the application process.

II. GENERAL REQUIREMENTS

1. A complete and accurate rental application listing a residency for at least the last 12 months is required. (Incomplete applications will be returned to applicant).
2. Inaccurate or falsified information will be grounds for denial.
3. Any individual, who may constitute a direct threat to the health and safety of an individual, the community, or the property of others, will be denied.

III. DISABLED ACCESSIBILITY

The University Edge allows existing premises to be modified at the expense of the disabled person if the disabled person agrees to restore the premises at his/her own expense to the pre-modified condition, provided the modification would affect the use and enjoyment of the premises for future residents. We require:

1. Written proposals detailing the extent of the work to be done.
2. Written assurances that the work be performed in a professional manner by a licensed/bonded contractor.
3. Written approval from the landlord before modifications are made.
4. Appropriate building permits and required licenses are made available for the landlord inspection.
5. A restoration deposit may be required per Fair Housing guidelines.

IV. IDENTIFICATION

1. All applicants must have a government-issued photo I.D. A social security number is requested.
2. Applicants who are citizens of another country must provide: (A) a passport; (B) the INS document that entitles the applicant to be in the United States, and (C) proof of employment in this country, or an I-20 verifying student status and proof of enrollment. If you cannot provide proof of enrollment at the time your application is



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submitted, your approval may be conditioned upon submitting proof of enrollment as soon as it becomes available. If proof of enrollment is not submitted within 14 days from the commencement date of the Lease, Owner may, as its option, terminate the lease and resident's right to possession of the premises.

3. Management may ask to make a photocopy of any of the applicant's documents, passport, and visa.
4. For applicants who do not have credit history in the country, and/or an approved guarantor, Management will accept in lieu of this requirement, and additional deposit of (2) months' rent, payable in advance with money order or cashier's check.

V. CREDIT REQUIREMENTS

1. A credit report will be processed on each applicant.
2. The applicant's overall credit score will be calculated based on the following criteria:
 - The applicant's past two years of credit is rated on an acceptable accounts ratio.
 - Non-established credit history may have an adverse effect on the overall credit score.
 - Bankruptcies and delinquent student loans will have an adverse effect on the overall credit score.
 - Medical accounts will not have an adverse effect on the overall credit score.
 - Foreclosures will not have an adverse effect on the overall credit score.
 - The Debt to Income ratio calculates the applicant's outstanding debt as a percentage of income.
 - A FICO score is a numerical score calculated by the credit bureaus based on payment history, amount owed, length of credit history, new credit and types of credit used.
3. An acceptable overall credit score will be approved.
4. A below average credit score will be accepted (1) with an additional deposit equal to one month of rent, paid in advance with a money order or cashier's check or (2) an approved guarantor.
5. A poor credit score will be accepted with an approved guarantor only.
6. Applicant must have a check writing verification code of "accepted." If this criterion is not met, the applicant will be required to obtain an approved guarantor.

VI. INCOME REQUIREMENTS

1. Each applicant's gross monthly income must meet the minimum requirement of three (3) times the amount of the monthly rental rate.
2. If the monthly rental rate does not meet the above criteria, the applicant may obtain an approved guarantor.
3. Two consecutive paycheck stubs or a W2 from employer will be required for all applicants applying without a guarantor.
4. Verifiable income will be required for applicants who are self-employed or receive money from non-employment sources. Applicant must be able to show proof of income through 1) provide a financial statement form a CPA verifying employment and income, or 2) photocopies of the three most current back statements illustrating the ability to pay rent for three (3) times the monthly rent through the entire lease term. (Other verifiable income may mean, but is not limited to, alimony/child support, trust accounts, social security, unemployment, welfare).
5. If applicant is starting a new job, the future position and salary must be verified in writing by an offer letter or other official document dated prior to the move-in-date.

VII. RENTAL REQUIREMENTS

If an applicant has been evicted within the past five (5) years or owes landlord monies, the application will be declined.

VIII. GUARANTOR REQUIREMENTS

1. The guarantor's gross monthly income must total at least five (5) times the sum of the monthly rental installment.
2. A retail credit report will be pulled, and the above-mentioned credit criteria will be applied.
3. The guarantor must have a check writing code of "accepted."
4. The guarantor must reside in the U.S., or have a verifiable credit and income in the U.S.
5. The guarantor's record must be free of evictions, foreclosures, and housing related debts.

IX. NON US CITIZENS

1. For applicants who do not have credit history in this country, University Edge will accept an additional deposit of three month's rent in advance by cashier's check or money order in lieu of the credit requirements.



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X. CRIMINAL HISTORY

Your application may be denied based on the discovery of the following convictions:

1. All felonies
2. Sex-related crimes
3. Misdemeanors involving injury to persons
4. Misdemeanors involving theft of property
5. Having a record of being a registered Sex Offender

XI. REJECTION POLICY

If your application is denied due to negative and adverse information being reported you may:

1. Request a copy of your consumer credit report from the credit reporting agency;
2. Request a correction of the information if you deem said information to be inaccurate.

BE ADVISED:

- a) Incomplete, inaccurate or falsified information will be grounds for denial.
- b) You may re-apply for an apartment 30-days from the date of this application.
- c) Your name will be checked against the Office of Foreign Assets Control of the U.S Department of Treasury (OFAC) List. This list contains names of terrorists, international narcotics traffickers, and those engaged in activities related to the proliferation of weapons of mass destruction. Should the search produce a name match, the application process will be suspended until full identification can be determined. If identification is not confirmed, the application will be denied.

I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE BASIS FOR CONSIDERATION OF MY (OUR) APPLICATION.

Applicant's Signature

Date

Applicant's Signature

Date

Applicant's Signature

Date

UNIVERSITY EDGE LEASE ADDENDUM

The following Lease Addendum is attached to and made a part of your Lease Contract. You should read the following carefully. This Lease Addendum is incorporated into and made a part of all Resident Leases.

1. Money Laundering and Terrorism. Resident hereby represents, warrants and covenants to Landlord that: Resident has not been arrested, convicted of or charged with, and is not under investigation by any governmental authority for money laundering, drug trafficking or terrorist-related activities below:

- a. Resident is not, and will not be at any time during the term of this Lease, a person with whom a United States person or entity is prohibited from transacting business, whether such prohibition arises under United States law, regulation, executive order or as a result of any list published by the United States Department of Commerce, the United States Department of Treasury or the United States Department of State including any agency or office thereof; and
- b. Resident will not use any funds that are proceeds from illegal transactions to pay rent or any other amounts owed to the Owner. If the Owner reasonably believes that Resident has breached any of the representations, warranties or covenants set forth in this Addendum, the Owner has the right (and may have the obligation under applicable law), with or without notice to the Resident, to do one or more of the following:
 - (i) notify the appropriate governmental authority (or authorities) and to take such action as such governmental authority (or authorities) may direct;
 - (ii) refuse to accept any funds tendered by Resident for amounts owed under this Lease and instead deposit such funds with an appropriate United States governmental authority or court; or
 - (iii) declare the Resident in default under this Lease and pursue any of the remedies available to the Owner under applicable section or sections of this Lease.

2. Access Gate. (If applicable) Subject to our right to remove the Gate at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Apartment Community – it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity.

You have been provided instructions regarding the use of the Gate if you lease a parking space. Please read them before you move-in.

You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time. There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. Once we know that the Gate is not properly working, we will proceed with diligence to repair the Gate.

You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety.

We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, malfunction, disruption or failure of the performance of the Gate. In consideration of our attempt to better serve you by installing the Gate, you agree that on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, contractors, employees or representative for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the installation, operation, repair or replacement or use of the Gate.

3. Parking.

- a. **PARKING IS AT THE RISK OF THE TENANT-** Resident shall park at the Community at his or her own risk. Resident assumes any and all risks reasonably associated with parking at the Community, including but not limited to risk to self and property. Resident shall indemnify and hold harmless Owner for all losses, claims, demands, expenses, and judgments against Owner caused by or arising out of, either directly or indirectly, any acts or omissions by Resident. Resident hereby agrees to indemnify, defend, and hold harmless Owner from and against any and all claims, demands, actions, causes of action, losses, damages, costs, and expenses, including court costs and attorneys' fees, arising from or related to, wholly or in part, the use of the Premises or any parking areas of the Community.

Resident's Initials: _____

b. **PARKING RULES-** Resident may purchase a permit for one (1) parking space in an assigned lot. Resident shall provide Owner with a copy of Resident's driver's license, registration and certificate of insurance as a condition of receiving a parking permit. Parking permit fees are non-refundable or transferable.

Resident shall comply with the following parking permit rules:

- A. Resident shall only park in assigned lot;
- B. Resident shall display parking permit sticker in the area designated on the registered vehicle at all times;
- C. Resident shall not block or otherwise obstruct access to dumpsters located upon the premises;
- D. Resident shall not drive and/or park on lawn area or sidewalks;
- E. Resident shall not park inoperable and/or unregistered vehicles upon the premises;
- F. Resident shall not park trailers and/or boats upon the premises;
- G. Resident shall not repair, maintain and/or wash a vehicle of any kind in the parking area;
- H. Resident shall not unload or load a vehicle of any kind upon the lawn area or sidewalks;
- I. Resident shall not locate a motorcycle, bike, or moped or any such equivalent vehicle, in such a manner as to cause the kick stand or holding mechanism to rest upon the pavement.

Resident shall remove his or her vehicle from the parking lots located upon the premises in order to facilitate snow removal or as reasonably required for other maintenance to the parking lot or parking area.

Failure to comply with the above parking rules may result in a \$100 per violation administrative charge for the first offense, \$200 per violation thereafter and forfeiture without refund of the parking permit. Resident shall also reimburse Owner for any related costs or expenses incurred.

4. Storage.

- a. The monthly rent on the first page of the Lease Contract covers both the Apartment and the storage unit (the "Unit"). The lease of the Unit is subject to the same terms and conditions that apply to the lease of the Apartment itself, and it covers the same period of time. Additional conditions are as follows.
- b. The Unit may be used only for storage of resident's personal property.
- c. Resident will not, at any time, keep within the Unit anything that is dangerous or detrimental to the safety or health of other residents or occupants of the Apartment Community, or in violation of any building codes or city ordinances. Prohibited items include fuel, flammable materials, piles of paper, rags or other flammable material that may create a fire hazard. Owner reserves the right to remove, without prior notice, any contents of the Unit that the owner reasonably believes might constitute a fire or environmental hazard. **NO SMOKE OR FIRE DETECTOR WILL BE FURNISHED BY THE OWNER.**
- d. Owner may periodically open and enter Unit to ensure compliance with this addendum. Written notice of such opening and entry will be left inside the main entry door of the dwelling.
- e. The Apartment and the Unit locks may not be rekeyed, added or changed without Owner's prior written consent.
- f. Improvements or alterations to the interior or exterior of the Unit may not be made without Owner's prior written consent. Resident will not place any nails, screws, bolts or hooks into walls, ceilings, floors or doors. Any damage to the Premises (not caused by Owner or Owner's representatives) will be paid for by Resident.
- g. Resident will maintain comprehensive insurance for Resident's property at all times. Owner will not have any liability for loss or damage to Resident's property stored in the Unit whether by accident, fire, theft, water, vandalism, mysterious disappearance or otherwise.



- h. Any items remaining in the Unit after Resident has vacated the Apartment will be removed and sold or otherwise disposed of according to the provisions of the Lease Contract which addresses Owner's disposition or sale of property left in an abandoned or surrendered apartment.
- i. Owner is not and shall not become liable to you, your family, your guests or other occupants of your Apartment 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 Unit. You further agree that Owner is not liable for injury, damage or loss to any person or property caused by any other person including, but not limited to, theft, burglary, trespass, vandalism or any other crime. Neither Owner nor Owner's agent, contractors, employees or representatives shall be liable in any way for any disruption in the operation or performance of the Unit. In consideration of Owner's attempt to better serve you by making the Unit available, you agree that on behalf of yourself, your family, guests or other occupants, you will never make demand upon or file suit against Owner, or any of Owner's agents, contractors, employees or representatives for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the installation, operation, repair or replacement or use of the Unit. You hereby release Owner and its agents, contractors, employees and representatives of and from any and all liability connected with the Unit.

5. Keys. You shall receive one Apartment key, and if applicable, one (1) outside door key for each individual who has signed the Lease. Residents shall receive one (1) mailbox key per Apartment. Resident shall pay all costs associated with the replacement of any key, including a \$15 administrative charge if applicable.

6. Bedroom Assignment. Your Apartment and Unit will be assigned to you at or before move-in, and will be filled in the blanks in Paragraph 1 of the Lease. You agree to the assignment of a specific Apartment and Bedroom subsequent to the execution of the Lease and this Addendum, and agree that such future assignment does not prevent the formation of a valid Lease and Lease Addendum. You understand that this is a binding contract and you are responsible for all conditions set forth in the Lease Agreement and Lease Addendum upon execution.

According to the preferences you have previously stated or based on the availability of the Unit Type requested, the Rent for the above-referenced Apartment and Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basis Unit Type requested. You agree that your Monthly Total may be adjusted for these reasons, and that the revised Monthly Total will be due as Rent. Though we will try to avoid it, we reserve the right to reassign any Apartment or the Bedroom assigned to you prior to you taking possession of the Apartment.

7. Package Release. Due to the liability involved, the Apartment Community will accept packages from commercial delivery services (UPS, Federal Express, etc.) only with written consent. If you have any questions, please feel free to contact the Information Center. By signing this Addendum, you give us your written consent to accept such packages. This service is offered as a convenience to you, and you hereby release us from all liability of any kind in connection therewith.

8. Mold and Mildew. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your Apartment/Premise. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Resident acknowledges that it is necessary for Resident to use appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and in the Premises. Resident agrees to immediately report in writing to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold - or mold or mildew-like growth; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment; (iv) any inoperable doors or windows; and (v) any moldy, dank or "off-odors" in the Apartment, even if mold or mildew is not evident. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph. If through Resident's information or information developed by management, Owner believes that it needs to enter the Apartment to inspect, test or remediate mold, mildew, or excess moisture,

Resident shall allow such entry, inspection, testing and remediation and shall not consider this activity to be a default by Owner or a constructive eviction of Resident.

Please review the following tips for mold prevention.

TIP SHEET ON MOLD PREVENTION

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold.

Tips for residents

Residents can help minimize mold growth in their apartment homes by taking the following actions:

- ◆ Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment air-handler unit to circulate fresh air throughout your apartment.
- ◆ In damp or rainy weather conditions, keep windows and doors closed.
- ◆ If possible, maintain a temperature of between 50° and 80° Fahrenheit within your apartment at all times.
- ◆ Clean and dust your apartment on a regular basis as required by your lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- ◆ Periodically remove dust and debris from ceiling fans, air conditioning vents and exhaust vents.
- ◆ Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- ◆ On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows and windowsills.
- ◆ Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- ◆ Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture has vented from the kitchen.
- ◆ Use care when watering houseplants. If spills occur, dry up excess water immediately.
- ◆ Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- ◆ When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- ◆ Thoroughly dry any spills or pet urine on carpeting.
- ◆ Do not overfill closets or storage areas. Ventilation is important in these spaces.
- ◆ Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
- ◆ Immediately report to the management office any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area.
- ◆ Immediately report to the management office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- ◆ Immediately report to the management office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system. As your lease provides, do not block or cover any of the heating, ventilation or air-conditioning ducts in your apartment.
- ◆ Immediately report to the management office any inoperable windows or doors.
- ◆ Immediately report to the management office any musty odors that you notice in your apartment.

9. Body of Water. (If applicable) Within the Apartment Community is a detention pond. The steep banks, depth and clarity of the waters create certain dangers and hazards but these have been pointed out to you. In the event that you or

your guests approach the pond, you do so with full assumption of all dangers and risks inherent therein. You agree to indemnify, defend and hold harmless the Landlord, the Manager and their respective employees, officers and directors (collectively, the "Indemnitees") against and you hereby release and covenant not to sue or cause to be sued the Indemnitees with respect to all liabilities, expenses, and losses incurred as a result of any accident, injury, death or damage involving you or your guest which shall happen in, on, or around the pond.

10. Trash and Recycling. Use of dumpsters located upon the Apartment Community shall be limited exclusively to Residents. Resident shall dispose of only usual and customary household trash in dumpsters. Trash shall be deposited into the dumpster, and not placed next to or around the dumpster. Resident shall not place appliances, bicycles, flammable items, furniture, wood, large items, or hazardous waste in the dumpster. Tenant shall comply with all rules and regulations of the Town of Durham recycling, trash and other waste (Municipal Regulations). It shall be the responsibility of the Resident to obtain and review such rules and regulations. Resident shall reimburse Owner for any fees, costs and/or expenses resulting from a violation of such Municipal Regulations.

11. Heating. If, under the Lease Contract, Resident is responsible for assuming the cost and expense of heat, Resident shall be and agrees to assume the responsibility and liability for any and all damage to the Premises arising from frozen and/or ruptured water lines as a result of a failure to properly heat the Premises. Resident shall close all windows, which shall remain closed absent emergency, between the months of October 15 through April 15. Resident shall not use an alternate method to heat the Premises other than that which is installed within the Premises. Resident shall close and lock all windows during Thanksgiving, Christmas/New Year and Spring breaks. If, under the Lease, Owner is responsible for paying heating costs, then the following rules shall apply: Resident shall turn the heat off between the months of May 15 through October 15, unless Owner, in its sole discretion, determines that heat is necessary. Resident shall pay a \$100 per violation administrative charge for the first offense, and \$200 per violation thereafter for violation of the above rules, and shall reimburse Owner for any costs or related expenses incurred immediately upon notice.

Any breach of the foregoing shall be a violation of the Lease Contract.

12. Security Guidelines for Residents. The Management would like you to be aware of some important guidelines for the safety of yourself, your guests and your property. We recommend that you consider following these guidelines, in addition to other common sense safety practices.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT OR UNIT

- a. Lock your doors and windows – even while you're inside.
- b. Use your night latches or dead bolt locks on the doors while you're inside.
- c. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- d. Don't give keys, gate or lock combinations to anyone.
- e. Don't put your name, address, or phone number on your key ring.
- f. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. We will be happy to accommodate you, as long as you pay for the rekeying. Even if you don't request a lock change under these circumstances, we reserve the right to change the locks at your expense.
- g. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, then call the management.
- h. Check your smoke detector monthly for dead batteries or malfunctions.
- i. Check your doorlocks, window latches, and other security devices regularly to be sure they are working properly.
- j. Immediately report the following to management – in writing, dated and signed:
 - k. Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - l. Any malfunction of other safety devices outside your apartment, such as broken gatelocks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- m. Close curtains, blinds, and window shades at night.
- n. Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

Resident's Initials: _____

- a. Lock your doors while you're gone.
- b. Leave a radio or TV playing softly while you're gone.
- c. Close and latch your windows while you're gone, particularly when you're on vacation.
- d. Tell your roommate(s) where you're going and when you'll be back.
- e. Don't walk alone at night.
- f. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- g. Don't give entry codes or electronic gate cards to anyone.
- h. Use lamp timers when you go out in the evening or go away on vacation.
- i. While on vacation, have your mail temporarily stopped by the post office.
- j. While on vacation, have your newspaper delivery stopped.
- k. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- a. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- b. Whenever possible, don't leave items in your car, such as tapes, CDs, wrapped packages, briefcases, or purses in view.
- c. Don't leave your keys in the car.
- d. Carry your key ring in your hand while walking to your car – whether it is daylight or dark and whether you are at home, school, work, or on vacation.
- e. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- f. Check the backseat before getting into your car.
- g. Don't stop at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

PERSONAL SECURITY – AWARENESS

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

13. 911 Service. The City's 911 emergency response computer system does not currently have the capability of identifying your specific apartment number based solely on a telephone call to the system, therefore, if you are in need of emergency assistance, **PLEASE GIVE THE 911 OPERATOR YOUR APARTMENT NUMBER.**

14. Move-Out Instructions. The following information is provided to assist you in your move-out and expedite the return of your Security Deposit. **REQUIREMENTS TO BE FULFILLED BUT ARE NOT LIMITED TO:**

- a. Full term of Lease Agreement.
- b. 30-day Notice of Intent to Vacate submitted to office.
- c. No unpaid charges or delinquent rents.
- d. All Keys, remotes, and/or access cards returned.
- e. Schedule a Check-Out Appointment with the office prior to the move-out date.
- f. Forwarding address left with office for return of Security Deposit.
- g. Any other keys, parking stickers, etc. returned to office.
- h. All belongings/possessions must be removed from the apartment prior to the Check-Out Appointment. All necessary cleaning should be completed as well. A Detail of Expected Cleaning can be obtained at the Information Center.
- i. Resident shall clean the entire Leased Premises, including without limitation the following:

1. Resident shall remove all food from the refrigerator and defrost the freezer; Resident shall clean the inside and outside of the refrigerator and the freezer, turn off, and leave the doors open;

2. Resident shall clean the entire stove, including burners and racks;
3. Resident shall clean and vacuum all floors and carpets, including the edges;
4. Resident shall clean all woodwork, bath tubs, cabinets, ceilings, closet corners, counter tops, exhaust fans, light fixtures, mirrors, showers, sinks, toilets, walls, windows, and window sills;
5. Resident shall remove and dispose of all garbage and trash by properly placing the items in the dumpster or recycling bins. **Resident shall not put bicycles, appliances, furniture, or any other large items in the dumpster.** Resident shall call the Durham Public Works Department for information regarding the disposal of any large items;
6. Resident shall replace any and all burned out or missing light bulbs.

15. Tanning Device Warning and Release. (if applicable) Use of the tanning facility by you is subject to the following:

- a. Your failure to wear eye protection may result in permanent damage to your eyes.
- b. Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- c. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- d. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- e. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- f. If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- g. If you are pregnant, you should consult your physician before using a tanning device.
- h. If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.
- i. You must be at least 18 years of age to use the tanning facility.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNING. ON BEHALF OF MYSELF AND MY FAMILY AND HEIRS, I ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. I WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT COMMUNITY IN WHICH THE TANNING DEVICE IS LOCATED (AS THEY ARE IDENTIFIED IN MY LEASE) AS WELL AS THEIR PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING DEVICE ITSELF AND/OR MY USE OR MISUSE OF THE TANNING DEVICE, **INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.**

THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO MANAGER).

I have also reviewed the signs posted in the tanning facility warning, without limitation, users of a tanning device about the dangers of repeated exposure to ultraviolet radiation, failing to use protective eyewear, increases in sensitivity to ultraviolet radiation which could be caused by certain medications or cosmetics, and the need to consult a physician in certain circumstances as well as instructions for the safe use of the device.

I UNDERSTAND THOSE WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR WHEN USING THE TANNING DEVICE.

16. About Your Apartment Home.

- a. All draperies, drapery linings, shutters or blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the Community. You cannot use foil or other unsightly materials to cover the windows and you cannot display neon or flashing signs in the windows.
- b. Garments, rugs or any other items may not be hung from the windows, patios, balconies or any other exterior area of the community.
- c. You must keep the patios and/or balconies which are a part of the Apartment clean and uncluttered. You can't change the structure or appearance of any patio or balcony area. You can't use patios or balconies for storage purposes and you can't fence in, wire in, or otherwise enclose the patios or balconies. Any furniture on the patios or balconies must be designed for that use.
- d. You can't distribute, post or hang any signs or notices in any portion of the Apartment Community. You can't throw objects from patios, balconies or windows.
- e. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
- f. No electrical and telephone wiring may be installed within the apartment home. Residents may not install satellite dishes larger than 36" in diameter. Residents are prohibited from attaching satellite dishes and/or mounting brackets to walls, floors, and ceilings.
- g. Satellite dishes may not extend beyond each resident's leased premises. Absolutely no holes may be drilled within the leased premises, including but is not limited to, outside walls, roof, windows, or balcony railings.
- h. Door locks can't be changed without prior written approval from the Manager. Keys to changed locks will be deposited with the Manager. A \$75.00 fee will be assessed for all lock changes requested while residing in Apartment. The after-hours lock-out fee is \$50.00. Mailbox lock changes may be requested at a fee of \$25.00.
- i. With the prior approval of the Manager and proof that you have proper insurance which names us and Manager as "Additional Insureds," you can have water beds or water furniture in your Premises.
- j. No alarm systems or lock/latch changes or rekeying is permitted unless we have approved it in writing.
- k. You can't modify the Apartment's ceilings, floors, walls, shelves, or closets.
- l. You need to be careful not to trigger the overhead sprinkler system in your Apartment. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither we nor Manager will be responsible for any damages incurred from such situations.
- m. No pets, with the exception of guide animals, will be allowed in the Premises without management approval, a signed Animal Addendum, and payment of required deposits and fees. If a pet is found in the Apartment, the following shall apply to the violation of our pet policy:

1st violation	A written warning will be issued to you to remove the pet.
2nd violation	If you do not remove the pet or after removal have another pet, a \$200.00 fine will be imposed against you and we may, in our discretion, declare you in violation of your Lease (this fine is in addition to any damages to our property which may have been caused by the pet).

We acknowledge the right of any resident with a disability to have a service animal within the Premises, the rental facility and all other related structures in accordance with applicable laws. You shall be required to enter into the Animal Addendum to the Lease, but will not be charged an animal fee or deposit.

- n. You must keep all utilities to the Premises active; you cannot turn them off if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 50°F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and other's property if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
- o. After you move into your Premises, you are responsible for replacing all interior light bulbs and fluorescent tubes in your Premises. Colored bulbs are not allowed in any exterior light fixture.
- p. Resident shall be responsible for keeping those exterior building entry doors that are equipped with locks closed and locked. Any congregation of more than six (6) persons at any one time (Social Occupancy) in or upon the Leased Premises is strictly prohibited and shall be considered a material violation of the lease. **LOITERING ON PROPERTY IS NOT PERMITTED. LOITERING SHALL NOT BE PERMITTED ANYWHERE UPON THE**



APARTMENT COMMUNITY INCLUDING BUT NOT LIMITED TO THE AREA IN FRONT OF THE PREMISES, IN OR UPON ENTRYWAYS, DECKS, PORCHES, SIDEWALKS, DRIVEWAYS OR PARKING AREAS, AND INCLUDING ANY SUCH AREAS ATTACHED TO OR PART OF THE PREMISES THAT ARE THE SUBJECT OF YOUR LEASE CONTRACT. GATHERINGS EXCEEDING SOCIAL OCCUPANCY SHALL RESULT IN A FEE: a fee of one hundred dollars (\$100) for the first offense, and two hundred (\$200) will be assessed for each additional offense.

17. Access To Your Apartment. You need to notify Manager of any expected guest(s), delivery service, maid service, etc. Verbal permission requires a form of identification (e.g. social security number, birthday). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any guest, delivery service, maid service, etc. without your prior written permission.

18. Common Areas.

- a. Bicycles and other personal property can't be parked or left outside an Apartment, except on private patios, balconies, or bicycle racks that we may provide. You can't hang your bicycles from the ceiling or wall of the patios or balconies.
- b. For your safety, team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted to be played in the parking areas, plaza and pool areas.
- c. Use of the common areas of the Apartment Community including, but not limited, to the Clubhouse/Information Center, pool areas, fitness centers, basketball and tennis facilities and spa is for you and other residents and their limited guests (no more than two per resident) except in the situation of a Resident hosted function which we have previously approved. If you have any guests using these facilities, you must accompany your guest at all times. If any person using the facilities is 16 years of age or under, that person must be accompanied by a guardian or sponsor who is 18 years or older.
- d. All Residents must have their Resident Identification Card with them while using any of the common areas/amenities. (if applicable)

19. Video Disclaimer. We are happy to offer videos for your entertainment, but only to our Residents (if applicable). We have no responsibility for monitoring video choices, and we encourage parents to control their children's video selections. We reserve the right to withhold any movie from any person, if we deem the subject matter to be inappropriate for the audience.

20. Fire Safety.

- a. Barbecue grills are provided at the pools and/or certain locations within the community for Resident use (where applicable). All other grills or hibachis are prohibited. You are responsible for any damage caused by improper use or violation of this rule.
- b. You can't store or repair any gasoline or gas-fueled vehicle, motorcycle, moped or other similar vehicle in the area of the Apartment Community or Premises.
- c. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.
- d. Fireworks of any type are prohibited in the Premises and throughout the Apartment Community. Campfires, bonfires or open fires of any type are strictly prohibited.

21. Lock-Outs. Contact the Information Center for after-hours lock-outs and emergencies. The after hours lock-out fee is \$50.00. Call 911 in case of fire and other life threatening situations.

22. Pool Guidelines. All swimming pools and spas in the Apartment Community, if applicable, are available for the use and enjoyment by all Residents and their limited 2 guests. If you or your guests use any of the facilities, all of you must comply with the pool guidelines, which are posted at each pool and spa. All residents and their guests must wear appropriate attire in the pool area at all times. Residents or guests wearing attire that, in management's sole discretion, is considered inappropriate or offensive may be asked to leave. Nudity is prohibited.

23. Prohibited Conduct.

- a. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, stereos, television sets, amplifiers and other instruments or devices can't be used or played in such a manner as may constitute a nuisance or disturb other residents. Accordingly, the following shall apply to complaints concerning your or your guest's violation of this rule.
- | | |
|---------------------------|---|
| 1 st Complaint | A written warning will be issued; |
| 2 nd Complaint | A \$25.00 fine will be assessed against you; |
| 3 rd Complaint | A \$50.00 fine will be assessed against you; |
| 4 th Complaint | A \$100.00 fine will be imposed and we may, at our discretion, declare you in violation of the Lease. |
- b. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other Residents. This policy is especially important after 10:00 p.m.
- c. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Information Center (during business hours) or the answering service (after hours). The answering service will contact the appropriate management personnel to handle the disturbance.
- d. We have the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.
- e. Neither you nor your guests will be allowed to engage in the following prohibited activities loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; possessing, selling or manufacturing illegal drugs or illegal drug paraphernalia; engaging in or threatening violence; possessing a weapon (unless authorized by law); discharging a firearm in the Apartment Community; displaying a gun, knife or other weapon in the Apartment Community in a threatening manner; soliciting business or contributions; operating a business or child care service within the Premises; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the Apartment Community; using candles, incense or kerosene lamps.
- f. Residents under the age of twenty-one (21) years shall not consume alcoholic beverages in the Premises or anywhere in the Apartment Community. Residents shall not serve alcoholic beverages to any person who is not at least twenty-one (21) years old or permit any such persons to consume such beverages in the Premises or anywhere in the Apartment Community. Under New Hampshire law, the consumption of alcoholic beverages by any person under the age of twenty-one (21) is illegal. No kegs, keg parties, beer balls, drinking games or beer parties shall be allowed in or around the Premises. Residents shall not bring, or allow to be brought, any illegal drugs into the Apartment Community.
- g. Smoking is prohibited upon or within the Premises.

24. Security acknowledgment and release. By execution of the lease, I agree as follows:

Your signature at the end of this addendum indicates that you will upon move-in inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. Under all circumstances, you should assume that electronic and mechanical systems may malfunction and that persons responsible for them are fallible.

You understand that neither we nor the Manager can guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on us to continue furnishing them. We assume no duties of security except to proceed with diligence to repair such systems after you have given us written notice of their malfunction. You must understand that any personnel or any mechanical or electronic devices that we are providing (courtesy patrol, intrusion systems, pedestrian gates, controlled access vehicle

gates (if any), etc.) cannot be relied upon by you as being working all the time. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Accordingly, you hereby release us and the Manager, our respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, it being understood that none of such persons or entities are insurers of your safety or that of your property in the Apartment Community.

Remember to please call the police first if trouble occurs or if potential crime is suspected.

25. Service Requests. We offer 24-hour response to emergency service requests. Call 911 in case of fire and other life threatening situations. Emergencies are considered any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call the emergency maintenance at 603-817-0219 and explain the situation. They will contact the proper service personnel. For normal service requests, please call during normal Information Center hours.

26. Transfer Information. If you want to transfer from one Bedroom to another, the transfer must be approved by the Manager. You cannot be in violation of this Lease at the time transfer is requested. Such approval is at our sole discretion. If the Manager approves the transfer, you will need to sign a new lease, complete applicable paperwork, and pay a new Security Deposit. If your Lease on the first Bedroom has not expired, a \$300.00 Transfer Fee will be required. The rental rate for the new Bedroom you are transferring into will be the greater of (1) the rate for the new Bedroom as of the transfer date or (2) the rate for the new Bedroom as of the date of this Lease for the first Bedroom. We will inspect the vacated Bedroom. It must be left in the condition it was at the time of your initial occupancy (normal wear and tear excepted). After we have inspected the first Bedroom and common areas of the first Apartment, the appropriate portion of your original Security Deposit will be refunded.

27. Replacement of Resident.

Your ability to relet shall be subject to our prior written approval as set forth herein. Effective Date: This Assignment is not effective until the last to occur of: (1) Old Resident's payment of the \$500.00 Lease Re-Assignment Fee, (2) Old Resident move-out; (3) Old Resident is not in default of any obligation under the Lease and any outstanding balance on Old Resident's account has been paid with a cashier's check or money order; (4) New Resident's payment of the application fee, and all other applicable fees and deposits; (5) Approval of New Resident's Application and approval of New Guarantor's executed guaranty; and (6) New Resident moves in. Until the Effective Date, Old Resident and his/her Guarantor remain primarily liable for all terms and conditions of the Lease.

- a. Old Resident assigns (transfers) the Lease and his/her rights under the Lease to New Resident as of the Effective Date, and New Resident and New Guarantor assume and agree to perform and be bound by the obligations under the Lease from and after the Effective Date.
- b. Old Resident and the Guarantor of the Old Resident are released from liabilities under the Lease which arise from and after the Effective Date and Old Resident and the Guarantor of the Old Resident, release Owner and Manager from any and all claims related to the Lease or Old Resident's occupancy of the Premises.
- c. Owner will not return prorated rent (if any), the Security Deposit, and any prepaid rent to Old Resident according to the terms stated in the Lease.
- d. New Resident accepts the Premises and account in its "AS-IS" condition. Charges to New Resident's security and other deposits at the time New Resident vacates the Premises shall be made regardless of whether damages to the Premises occurred before or after the Effective Date. New Resident acknowledges that he/she has inspected the Premises and agrees to accept the Premises in its "As-Is" condition. New Resident is responsible for ensuring that all utilities payable by Old Resident are switched over to New Resident.
- e. The Lease is amended to substitute New Resident for Old Resident and New Guarantor for the former Guarantor.
- f. New Resident understands that this is a multi-bedroom apartment which shares common living and kitchen areas and that the other bedrooms in the apartment are or may be occupied by other residents. Owner makes no representations regarding the existing residents, including, but not limited to, gender or compatibility. New Resident accepts the existing residents, and understands that if another Bedroom in the Apartment becomes vacant, Owner

may place a new roommate in the unoccupied bedroom. The fact that you and your roommates may be in conflict with each other won't be grounds to terminate the Lease.

- g. Owner's consent is subject to its approval of the New Resident's Application and approval of the New Guarantor's executed guaranty. Owner's consent to this transfer shall not act as consent to other transfers.

28. Modification of Addendum. You and your guests will be required to comply with all of the requirements set forth in this addendum. We have a right to change them from time to time as we or the Manager deem necessary. Any changes to this addendum will be effective and a part of the Lease once it has been delivered to you or posted in a public area of the Apartment Community used for such purposes. You are responsible for your guest's compliance with all guidelines. Either we or the Manager will use reasonable efforts to get all residents and other persons to comply with this addendum, but neither of us will be responsible to you if we fail to cause any person's compliance.

29. Occupancy Guidelines.

Occupancy guidelines are based on the size and characteristics of each floor plan, and may vary by floor plan. Generally, the maximum occupancy is established at one (1) person per Bedroom for all persons not of a familial status and not residing in a one bedroom apartment. Familial occupancy is not to exceed two (2) persons per bedroom. In one bedroom apartments, occupancy is limited to two (2) persons. No guest can stay for more than three (3) days during a thirty (30) day period without our written consent. **The maximum number of guests in any apartment at any one time is six (6) guests.**

In the event occupancy in your Premises at any time exceeds the maximum occupancy standard, you must cause someone in your Premises to leave within one month from the date of the increase (but you won't be released from your obligations under the Lease even if the person who leaves is you), or at the end of the Lease term, whichever comes first. It is your responsibility to inform the Manager if or when the number of people living in the Bedroom exceeds the stated occupancy limits. If you fail to do so, you will be in violation of the Lease and we may ask you to vacate the Bedroom, even though you will still be liable under the Lease.

30. Water Saving Devices. Water saving devices have been installed in each Apartment. These devices include shower heads, faucet aerators and toilet flappers. There will be periodic inspections to verify continued installation and usage. **IT WILL BE NECESSARY TO IMPOSE A \$50 FEE ON ANY RESIDENT WHO DESTROYS, REMOVES OR INTENTIONALLY DAMAGES A WATER SAVING DEVICE.**

31. Privacy Policy. We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

How information is collected. You will be furnishing some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

How and when information is used. We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

How the information is protected and who has access. In our company, only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

How the information is disposed of. After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.



University Edge 24 Park Court Durham, NH 03824

Locator services. If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

Media and marketing activities. You consent to our use of photographs of you taken at functions or events sponsored by the Apartment Community, or in common areas of the Apartment Community, for marketing and promotional purposes. We may use these images in advertising, brochures, flyers, for posting on social networking sites such as Facebook and our websites and for related uses. You consent to the publication of these images and waive any claims you may have against us for our use of such images.

32. Resident Communication. You consent to our use of your cell number for texting and your email addresses to communicate with you regarding the Lease, the Community, the Premises and your residency. Except for notices to vacate and any other legal notices which specify a particular method of delivery, we may send you any notices or information via text or email. You may send us information via text or email **except** for your notice of intent to move out and notice of our default.

BY SIGNING THIS ADDENDUM, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTAND IT. THIS ADDENDUM IS A PART OF YOUR LEASE AND WILL APPLY TO YOU AND TO YOUR GUESTS. YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU VIOLATE THIS ADDENDUM, YOU ARE IN VIOLATION OF THE LEASE. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND FOR THE SECURITY OF YOUR GUESTS.

RESIDENT(S) SIGNATURE

OWNER'S REPRESENTATIVE SIGNATURE

Date _____

RESIDENT(S) SIGNATURE

OWNER'S REPRESENTATIVE SIGNATURE

Date _____

RESIDENT(S) SIGNATURE

OWNER'S REPRESENTATIVE SIGNATURE

Date _____

Resident's Initials: _____



24 Park Court Durham NH 03824

SCHEDULE OF FEES

Violation of Conduct Rules and Regulations	\$100 first offense/\$200 thereafter/\$500 for Disruptive Parties (A 'Disruptive Party' is defined as anytime Law Enforcement is involved)
Over-Occupancy of Unit	\$100 first offense/\$200 thereafter
Failure to pay rent by 1 st of month	\$100
Failure to pay rent by 15 th of month	\$50 additional
Check Return Fee	\$35
Re-Rent Charge	\$500
Replacement Key: Unit	\$35
Replacement Key: Outside Door	\$500
Replacement Card: Laundry	\$10
Lock Out Charge	\$45 after business hours
Labor Charge	\$45 per hour/\$67.50 per hour, after business hours
Parking Violations	Will be towed at owners expense
Fire Code Violations – tampering with life safety equipment/lighting/other	\$500
Heat Violations	\$50 first offense/\$100 thereafter
Animal Violation	\$100 violation, plus damages & \$250 each day thereafter
Approved locations only/Pet Fee – 25 lb limit, no reptiles, rodents or birds	\$250 Deposit & a non-refundable pet fee of \$300(Dog)or \$200(Cat)
Trash Violation	\$100 first offense/\$200 second offense/\$500 thereafter
Unauthorized Air Conditioner	\$50
Monthly Electricity Fee for Air Conditioner or other Electrical Appliance (if Landlord pays electric bill)	\$30/month

Tenant Signature: _____

Date: _____

Building/Apt #: _____