



HILLSIDE COMMONS

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SCHOOL-YEAR LEASE

THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD, THE TENANT, AND HIS/HER GUARANTOR(S). THE TENANT AND GUARANTOR SHOULD READ THIS LEASE CAREFULLY. THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHT AS A TENANT. THE TENANT SHOULD NOT SIGN THIS LEASE UNTIL HE/SHE UNDERSTANDS ALL OF THE AGREEMENTS OF THIS LEASE.

THIS LEASE is made on _____.

The Landlord hereby agrees to Lease to the Tenant, and the Tenant hereby agrees to Lease from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: College Town Communities, Apt. 1-A, Jack Warner Parkway, NE, Tuscaloosa, AL 35404

PROPERTY: Hillside Commons, 1130 Jack Warner Parkway, NE, Tuscaloosa, AL 35404

TENANT: _____

1. **LEASED PREMISES:** The Leased Premises are those premises described as: _____ located at Hillside Commons, 1130 Jack Warner Parkway, NE, Tuscaloosa, AL 35404.

At Landlord's option, Management may not assign a rental space at the time of the execution of this Lease. To the extent practical, in Landlord's sole judgment, Landlord will try to honor requests for a specific apartment or bedroom. However, Tenant expressly understands and agrees that Landlord's failure to assign a rental space at the time of execution of this Lease will not relieve Tenant of his or her responsibilities under this Lease.

2. **LEASE START AND END DATES:** _____ ("Commencement Date") to _____ ("Expiration Date")

The term of this Lease automatically expires at Noon on the Expiration Date. Lease extensions may only be granted with Landlord approval, and all other sections of the Lease will remain unchanged and in full force and effect. Tenant may not reduce the length of a lease term. This Lease does not automatically renew.

3. **RENT PER INSTALLMENT:** \$ _____ per installment payment as summarized in Section 6, "Summary of Monies Due," in this Lease.

Payment for the First & Final Installments is due June 1 of the lease year. If Lease is signed after June 1, payment for the First and Final Installments is due in full at lease signing. All other rent due dates apply as noted in this Lease. For each installment thereafter, rent is due on the first (1st) of the month at the Landlord's address listed above during normal business hours, or paid directly through the Resident Portal. Rent will not be prorated for partial months. Landlord need not give notice to the Tenant regarding the Tenant's obligation to pay rent. For all payments made electronically, transaction fees may apply as stipulated by the issuing bank and/or credit card issuer. Cash payments are not accepted.

4. **LATE AND RETURNED CHECK FEES:** In the event that any portion of the rent is not paid in full by the fifth (5th) day of the month due, Tenant agrees to pay a late charge of ten (10%) percent of the monthly rent in addition to the monthly rent.

If the fifth (5th) day of the month falls on a weekend or holiday, rent shall be paid without penalty on or before the last business day preceding the fifth (5th). After the fifth (5th) day of the month, if any portion of the rent remains unpaid, it is understood and agreed that the account may be turned over for collection, and that Tenant shall pay the cost of collection, including any court costs and attorney fees to the extent allowed under the Alabama Uniform Residential Landlord and Tenant Act. Eviction proceedings will begin on the twenty-first (21st) day of the month if payment is still outstanding.

Tenant agrees to pay a fee of \$30.00 for any check that is not honored by the bank. Landlord reserves the right to require future rent payments to be in the form of money order or certified check. Rent is payable for the entire term of the Lease, regardless of whether Tenant vacates the premises before the ending date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents, poor health, or financial aid issues. At Landlord's option, Landlord can accept a partial payment of rent, but Landlord does not waive the right to collect and enforce the payment of the remainder.

All fines, utility charges and overages, and fees such as returned check charges, etc. are considered "Rent" and must be paid within ten (10) days of notification. Failure to make full payment in a timely manner may result in additional late fees.

5. **ADMINISTRATIVE FEE AND SECURITY DEPOSIT:** Upon Tenant's execution of this Lease, Tenant must make one payment totaling \$350 to Landlord: a \$100 non-refundable Administrative Fee, a full description of which is located in the Resident Handbook; and a Security Deposit payment of \$250 in order to ensure that Tenant complies with all terms and conditions of the Lease.

This Security Deposit holds the apartment for the Tenant until Tenant takes occupancy. Once Lease is signed and the Security Deposit has been paid, the Security Deposit is non-refundable until Tenant completes the terms of this Lease.

6. **SUMMARY OF MONIES DUE:** Tenant acknowledges the following sums must be paid on or before the due date as described below:

| For Leases Ending May 31, 2021 | | |
|--|----------|---|
| Charge | Amount | Due Date |
| Administrative Fee | \$100.00 | Due at lease signing |
| Security Deposit | \$250.00 | Due at lease signing |
| Installment 1 of 10 and 10 of 10*, as per Section 3 of Lease | \$ | Due June 1, 2020; if Lease is signed after June 1, the First and Final Installments are due in full at lease signing. |
| Installment 2 of 10 | \$ | September 1, 2020 |
| Installment 3 of 10 | \$ | October 1, 2020 |
| Installment 4 of 10 | \$ | November 1, 2020 |
| Installment 5 of 10 | \$ | December 1, 2020 |
| Installment 6 of 10 | \$ | January 1, 2021 |
| Installment 7 of 10 | \$ | February 1, 2021 |
| Installment 8 of 10 | \$ | March 1, 2021 |
| Installment 9 of 10 | \$ | April 1, 2021 |
| *Installment 10 of 10 paid in advance of move-in. | | |

7. **UTILITIES/SERVICES:** In addition to promises made elsewhere in this Lease, Tenant and Landlord agree to assume responsibility for the following as indicated below:

| | LANDLORD WILL PAY | TENANT WILL PAY |
|-------------------------------|-------------------|-----------------|
| a) Sewer | X | |
| b) Trash / Refuse / Recycling | X | |
| c) Snow Removal | X | |
| d) Lawn Care / Landscaping | X | |
| e) Cable / Internet | X | |
| f) Water** | | X |
| g) Electric** | | X |

**Water and electric will stay in Landlord's name, but will be rebilled to Tenant upon receipt of bills. An additional \$5.00 per bill will be charged to Tenant for processing.

All utilities and utility overages are considered "Rent" and must be paid within ten (10) days of notification. Failure to make full payment in a timely manner may result in additional late fees.

Management will have the sole discretion to select utility providers, except where prohibited by law. These utilities are expected to be within a normal range, and the Tenant is expected to live responsibly and monitor all utility use. The

Tenant is responsible for excessive charges, if experienced, for each utility. The Tenant will be charged for removal of such items as couches, chairs, and mattresses, the removal of which need to be scheduled with the local municipality. Such charges will be considered additional rent. Landlord is not liable for any losses or damages Tenant incurs as a result of outages, interruptions, or fluctuations in utilities provided to Tenant's apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. It is the Tenant's responsibility to contact Management immediately about any strange noises or smells associated with plumbing, heating, or electrical systems.

Landlord reserves the right to turn off temporarily any utility or other services to the Leased Premises in order to make repairs or perform maintenance. All utilities are expected to be within a normal range, and the Tenant is expected to live responsibly and monitor all utility use. The Tenant is responsible for excessive charges, if experienced, for each utility included in this Residential Lease. The Tenant will be charged for the following, and payment should be included in the next month's rent: sewer in excess of \$40 per month and refuse charges for bulk item removal, which needs to be scheduled with Management. Such payments will be considered additional rent. Landlord is not liable for any losses or damages Tenant incurs as a result of outages, interruptions, or fluctuations in utilities provided to Tenant's apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. It is the Tenant's responsibility to contact Management immediately about any strange noises or smells associated with plumbing, heating, or electrical systems.

8. **RENTER'S INSURANCE:** In order to protect Tenant, Tenant's belongings and Tenant's liability for other Tenants' belongings, Renter's Insurance is **mandatory** for all Tenants of properties managed by College Town Communities. Renter's Insurance must be active for the entire term of the Lease. Tenant has two options for purchasing insurance. 1.) Tenant can purchase Renter's Insurance directly through the College Town Communities approved carrier as part of the application process within the Applicant or Resident Portal. Or, 2.) Tenant can secure his/her own Renter's Insurance through a qualified agent. Landlord or any employee of Landlord is not an insurance agent. Tenant should only consult a qualified insurance agent for information about any policy purchased.

| | | |
|----------------------|----------------------------|-------------------|
| Policy requirements: | Personal property: | \$20,000 minimum |
| | Personal liability: | \$100,000 minimum |
| | Medical payment to others: | \$1000 minimum |
| | Deductible: | \$500 minimum |

A copy of the policy's Declarations Page or a Certificate of Insurance must be provided to Landlord prior to Tenant taking possession of Leased Premises. This Declaration Page or Certificate of Insurance must list College Town Communities and/or the name of Tenant's apartment community as an additional interest. Policy information must be updated online in the Tenant's Applicant or Resident Portal account prior to move-in.

Further, Tenant hereby authorizes Landlord, at its sole discretion, to obtain \$100,000 in liability (includes \$20,000 personal property protection) coverage through a provider of the Landlord's choosing on Tenant's behalf, if for any reason and at any time, Tenant fails to maintain an active renter's insurance policy. Tenant will be provided with a copy of the Declarations Page or Certificate of Insurance from that forced policy. Tenant will be required to pay the monthly premiums for the coverage as additional monthly rent under the terms set forth in Section 3, "Rent," of this Lease. These forced, mandatory monthly premium charges will continue until the end of the Lease Term. A one-time administrative fee of \$50 will be charged to Tenant for processing of the forced Renter's Insurance policy.

If Tenant chooses to renew or extend this Lease, Renter's Insurance must be active for the entire period during which Tenant lives in the Leased Premises and/or Tenant's property is stored in the Leased Premises.

9. **UNIT INSPECTIONS:** It is the responsibility of Tenant to conduct a thorough walkthrough of the Leased Premises at move-in and to note on the Move-in Review provided by Landlord any imperfection, damage, or maintenance issue. The Move-In Review must be submitted in person to Landlord within 48 hours of receiving the key. Photographs accompanying the Move-In Review must be clearly marked and labeled paper copies. Emailed files indicating flaws/damage are not permitted. Failure of Tenant to provide the Move-In Review will indicate that Tenant has accepted the Leased Premises in its current condition and that the Leased Premises is in good, habitable, and acceptable condition as of the date of occupancy.

Landlord will give at least two days' written notice to conduct two periodic inspections throughout the year to assess the condition of Tenant's apartment to ensure that the current Security Deposit account is adequate to fully cover any damages. If necessary, Landlord may request that Tenant deposits additional funds to ensure that the Security Deposit is sufficient to cover damages. Damage to Tenant's bedroom and its furnishings are Tenant's sole responsibility; damage to the common areas and its furnishings and appliances are the joint and several responsibility of all Tenants of the Apartment. If Tenant is not proactive in contacting Management about known damage for any reason, Tenant can be associated with charges relating to that damage.

10. **RETURN OF SECURITY DEPOSIT:** If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 60 days after the date Tenant delivers possession of the Leased Premises to Landlord. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenants, including damages, and such charges shall be deemed additional rent. If a security deposit refund check needs to be reissued due to an incorrect forwarding address provided by Tenant, loss or misplacement of check, or some other act of negligence on the part of the Tenant, a \$50 administrative fee and a \$30 stop payment fee will apply.

Possession of the Leased premises is deemed to be delivered to Landlord when the move-out date has passed and no one is living in the Leased apartment/bedroom. Upon move-out, Tenant must also:

- a. Ensure that the apartment, including all appliances, fixtures, and furnishings, is cleaned to the satisfaction of Landlord;
- b. Ensure that all debris, rubbish, and garbage have been removed and placed in appropriate outdoor receptacles;
- c. Return all keys and parking decals;
- d. Provide Landlord, in writing, with a current and legible forwarding address;
- e. Ascertain that Tenant is not in default or breach of this Lease.

When all of these conditions have been met to the satisfaction of the Landlord and any costs for labor and materials for cleaning and repairs have been deducted along with outstanding late charges, fines, utility overages, and/or delinquent/additional rent, the remaining balance of the Security Deposit will be returned by check addressed to the Tenant along with an itemized statement of damages, by first class mail within sixty (60) days of the date Tenant surrenders possession of the premises. If Tenant's Security Deposit is not adequate to cover charges assessed and balances due, Landlord will send via first-class mail to the Tenant at the forwarding address provided written notice of the Landlord's intention to impose a claim against the Security Deposit in accordance with Alabama Code § 35-9A-201 (1975). If Tenant has agreed in writing that financial correspondence may also be conducted electronically, Landlord will also email to the address on file notice of the Landlord's intention to impose said claim against the Security Deposit.

11. **DEFAULT/ABANDONMENT:** Tenant cannot cancel a fully-executed Lease. If Tenant defaults in payment of rent or any other term or condition of this Lease, Landlord may give Tenant written notice to cure such default. If Tenant fails to cure such default within ten (10) days of receiving notice, Landlord may elect to terminate the Lease, re-enter the Leased Premises and remove the Tenant and all other occupants and their possessions. Any costs incurred by the Landlord in enforcing these rights shall be deemed additional rent. If Landlord pursues eviction, processes and procedures followed will be in accordance with those set forth by the local Magisterial District Court.
12. **FAILURE TO TAKE POSSESSION BEFORE LEASE COMMENCEMENT DATE:** If Tenant fails to take possession of the Leased Premises at any time between the date of lease execution up to and including the date the lease term is to begin, Tenant will forfeit any monies paid and will remain responsible for the entire amount of this Lease until a qualified replacement tenant is found. If a fully qualified replacement is found prior to the lease start date and that replacement and his guarantor have passed screening, have a fully executed lease, and have made all required payments due at move-in, Tenant will be charged an Early Termination Fee (and not as a penalty) equivalent to two monthly rent installments, the \$250 security deposit and the \$100 administrative fee (if not already paid) as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). Lease will not be terminated until the Early Termination Fee is paid in full.
13. **ABANDONMENT OF LEASED PREMISES DURING THE LEASE TERM:** If Tenant abandons or vacates the Leased Premises for any reason during the term of the Lease but finds a fully qualified replacement and that replacement and their guarantor have passed screening, have a fully executed lease, and have made all required payments due at move-in, Tenant will be charged an Early Termination Fee (and not as a penalty) equivalent to one rent installment payment, per their current Lease rate as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). Lease will not be terminated until the Early Termination Fee is paid in full. Tenant's Security Deposit will also be forfeited in accordance with Section 4 of this Lease and will be deemed an additional Early Termination Fee. An inspection will be completed as soon as possession of the Leased Premises has been returned to the Landlord. Any damages to the premises that are the result of gross negligence will also be charged to the Tenant, and Tenant will be notified of the claim to impose such charges in accordance with Section 4 of the Lease.

If Tenant abandons or vacates the Leased Premises for any reason during the term of the Lease and fails to find a fully qualified replacement but Management succeeds in finding said replacement, Tenant will be charged an Early

Termination Fee (and not as a penalty) equivalent to two rent installment payments, per their current Lease rate as express consideration for the right to end this Lease early and as liquidated damages intended to offset administrative cost, and other reasonably anticipated damages incurred by Landlord as a result thereof (the parties further expressly agreeing that such amount is mutually bargained for and reasonable under the circumstance because Landlord's damages are difficult to estimate). Lease will not be terminated until the Early Termination Fee is paid in full. Tenant's Security Deposit will also be forfeited in accordance with Section 4 of this Lease and will be deemed an additional Early Termination Fee. An inspection will be completed as soon as possession of the Leased Premises has been returned to the Landlord. Any damages to the premises that are the result of gross negligence will also be charged to the Tenant, and Tenant will be notified of the claim to impose such charges in accordance with Section 4 of the Lease.

If Tenant abandons or vacates Leased Premises during the term of this Lease, Landlord may elect to re-enter the premises, without liability for prosecution or owing damages to Tenant, and, at Landlord's option, re-let the Leased Premises. If Landlord elects not to re-let the Leased Premises, Tenant shall be liable for the remainder of the rent due under the Lease until its expiration. If Landlord re-lets the Leased Premises but is unable to re-let the Leased Premises for as much rent as would have been paid by Tenant during period between Tenant's abandonment and the end of the Term, Tenant shall be liable to the Landlord for the difference. Landlord may also dispose of any property left by the Tenant after abandonment without liability and apply the proceeds to reduce such difference.

If a current Tenant(s) intentionally and/or maliciously interferes with the placement of another occupant in their unit and/or ignores Landlord's request to perform, Tenant(s) will be financially responsible for all rental monies associated with this interference.

14. **ON-SITE TRANSFER OF BEDROOMS OR UNITS:** During the Lease term, any Tenant who wishes to transfer to a different bedroom or unit from the one originally assigned by Management must get written approval from Landlord prior to the move. Upon Landlord's approval of the transfer and the signing of a Transfer Addendum by Tenant and Management, a transfer fee of \$250 will be charged to the Tenant being transferred. Any deliberate, unapproved Tenant transfers will be subject to a transfer fee of \$500 per Tenant.
15. **SMOKING: ALL College Town Communities buildings are NON-SMOKING environments, which includes smoking of ANY kind – cigarettes, hookah pipes, incense, e-cigarettes, vaporizers, etc. If Management detects a smoke odor of any kind or witnesses smoking-related activities in Tenant's apartment, a \$100 fine per tenant will be imposed. The fine may be repeated for future occurrences.** Monthly inspections can continue and additional monthly fines can be levied if odors persist.
16. **OCCUPANTS:** The Leased Premises shall be occupied by the Tenant(s) listed on Page 1 of this Residential Lease. Management reserves the right to place other occupants within the unit based on bedroom count. Landlord makes no representation or warranties as to the compatibility or conduct of any roommates placed in the Leased Premises. In no event is Landlord liable for any damages, whether direct or indirect, arising out of, or relating to the conduct of any of Tenant's roommates or guests. The authorized occupants may only use the Leased Premises for residential purposes and may not use the premises for commercial or business purposes. Tenants of multi-bedroom apartments which are not fully occupied are not to utilize in any way the other bedrooms or private baths. Use of unoccupied spaces not paid by Tenant or Tenant's guest(s) will result in **a fine of \$50 per day not to exceed an amount equivalent to one month's rent to be assessed to all occupants of the unit, and the unauthorized guest will be given 24 hours to move out.**
17. **GUESTS:** A "guest" is defined as any person allowed entry to the Leased Premises but who is not contractually assigned to the specific apartment he/she is visiting. Guests are permitted with the following restrictions: guests must be accompanied by the Tenant at all times inside the Leased Premises; the guest's presence may not interfere with the rights of a roommate(s); overnight stays for one guest are limited to three (3) days at a time or no more than six (6) days in any consecutive thirty (30) day period. An "overnight stay" is defined as any stay within the hours of 11:00pm and 8:00am. The Tenant is responsible for the actions of their guest(s) in the Leased Premises at all times.

NO parents, older family members, or individuals younger than eighteen (18) years of age can stay overnight in the facility at any time. The Leased Premises may NOT be used by anyone not listed on the Lease Agreement. It is the obligation of all residents within the Leased Premises to make Management aware of anyone in violation of this guest policy. **Should Management determine that unauthorized guests have been living in the Leased Premises, a fine of \$50 per day not to exceed an amount equivalent to one month's rent may be assessed to all occupants of the unit, and the unauthorized guest will be given 24 hours to move out.** If a situation involving a guest is brought to the attention of Management or complaints arise for any reason about an unaccompanied guest or a guest visiting too often, Management may move toward placing a No Trespass order against said guest and eviction proceedings may begin for the Tenant.

18. **REPAIRS:** Tenant must take good care of the Leased Premises and all equipment and fixtures contained therein. Tenant is responsible and liable for all repairs, replacements and damages caused by or required as a result of any acts or neglect of Tenant, occupants, invitees, or guests. Landlord will make all repairs and add the expenses to the rent. Any requests for repairs must be made through submission of a Work Order through the Resident Portal.
19. **PARTIAL OR TOTAL DESTRUCTION OF LEASED PREMISES:** If the Leased Premises are partially damaged or completely destroyed by a *force majeure*, or act of God, such as hurricane, flood, earthquake, etc. or other occurrence that is not caused by the Tenant's negligence or willful act (or the negligence of Tenant's family, agent or guest), Landlord may elect to: (1) repair or rebuild the Leased Premises during the period of untenantability and abate the rent proportionally for this period; or (2) not repair or rebuild the Leased Premises, terminate the Lease and prorate the rent up to the time of the damage. Landlord is not responsible for providing housing during the period of untenantability. Landlord is not liable to Tenant for any personal injury or damage or loss of personal property from any *force majeure*, e.g., fire, rain, flood, hail, ice, snow, lightening, wind, or other destructive and/or unforeseen circumstance, e.g., water leaks, minor fire, theft, vandalism, or surges or interruptions in utilities, except to the extent that such injury or damage was the direct result of gross negligence of Management or its employees.
20. **ALTERATIONS:** Tenant must not alter or install any paneling, flooring, partitions, or railings, or make any other alterations. Tenant may not paint. Tenant must not alter the plumbing, ventilation, air conditioning, heating, or electric systems, or any other part of the building whatsoever. Any alterations illegally made will be fully chargeable to the Tenant, and will be required to be brought back to original condition at Tenant's sole expense.

Tenant must use only thumb tacks or push pins to hang posters and only picture frame hangers to hang pictures. **TENANT MAY NOT USE ANY LARGE OR LONG NAILS OR SCREWS.** There are many mechanical utilities in the walls that should not be damaged. Tenant may not use sticky adhesives including adhesive hooks to hang anything on walls or doors. **Wall decals of any kind are also prohibited.**

Under NO circumstances may any furniture, appliances, or fixtures provided by College Town Communities leave the leased apartment, even for a short period of time. **All furniture, appliances, and fixtures MUST remain in place inside Tenant's apartment. Within the apartment, the television, television stand and accompanying equipment provided by College Town Communities shall not be moved. If Tenant's apartment is furnished, no personal furniture can be moved into the unit without written approval by Landlord.**

21. **MAINTENANCE OF THE LEASED PREMISES:** Tenant shall, at Tenant's expense, maintain the premises in a clean and sanitary condition at all times. If during the periodic inspections, or at any other time, the Landlord feels it necessary for an apartment to be cleaned because of continued neglect, the Landlord may, at the Tenant's expense, schedule a professional cleaning crew to clean the apartment. Tenant is responsible for the condition of the premises and ensuring that how the premises is used does not affect the condition of the Leased premises and/or any surrounding units in the building (i.e., smells or odors from cooking or loud noises from music, TVs, games, etc.).

In the event that one or more current tenants in a unit choose to renew their lease and stay for an additional lease term(s), that tenant(s) agrees to assist management in preparing that unit for new tenants. Tenant will be provided with requirements which will include, but may not be limited to, clearing all common areas (kitchens, bathrooms, living rooms, laundry rooms, etc.) of personal and/or excessive debris, cooking equipment, toiletries, posters, etc. Further, renewing tenants that live in a unit year-round will keep the unit in an unquestionably clean and sanitary condition so that incoming tenants coming into an occupied apartment experience the same quality product as an incoming tenant moving into an empty apartment. If renewing Tenant fails to perform these tasks in an acceptable manner, Management will employ a professional cleaning crew to clean the Leased Premises at Tenant's expense.

College Town Communities contracts annually to employ a professional third-party pest control company. Per that contract, all Leased Premises are serviced and monitored several times a year to preserve a pest-free environment. Landlord will assume responsibility for pests within the first fourteen (14) days of the Lease Term. Within these first fourteen (14) days, Tenant must notify Landlord in writing if Tenant believes there are any pests in the Premises at that time. Failure to notify the Landlord of any pest infestation within the first fourteen (14) days constitutes an acknowledgement by Tenant that the Premises are pest free at the time of occupancy. After such time, it is deemed that the Tenant's living conditions were the cause of any such infestation.

Tenant agrees to prevent and control possible infestation by adhering to the following list of responsibilities. ALL furniture, mattresses and personal property MUST be pest-free at move-in. If Tenant stays in a hotel, public facility or other residence prior to move-in OR at any time during Tenant's occupancy of Leased Premises, Tenant agrees to inspect clothing, luggage, shoes, etc. to ensure that Tenant's possessions have not been infested by "hitchhiking pests/bed bugs." Tenant shall report any pest infestation problems immediately to Management.

Tenant shall cooperate with pest control efforts. If Tenant's apartment or a neighbor's apartment shows signs of pest activity, a pest management professional may be called to eradicate the problem. Tenant's Leased Premises must be properly prepared for treatment, including but not limited to allowing any inspector right of entry, moving personal property to allow access to all areas of the Leased Premises, and laundering or otherwise caring for personal property in the Premises before, during, and after treatment of the Premises. Tenant must comply with all recommendations and requests from the pest management specialist prior to treatment. Tenant agrees to reimburse Landlord for expenses including but not limited to pest management fees that Landlord may incur as a result of pest infestation in the Leased Premises that occur after the first fourteen (14) days of occupancy. Tenant agrees to hold Landlord harmless from any actions, claims, losses, damages and expenses that may occur as a result of such a pest infestation. It is acknowledged that Landlord shall not be responsible for any loss of personal property to Tenant as a result of an infestation of pests. It is required that Tenant purchase Renter's Insurance to cover such losses, should they occur.

22. **SMOKE ALARMS AND FIRE PREVENTION SYSTEMS:** The safety and security of Tenant are of the utmost importance to Landlord. There will be a \$500 fine per incident for any tampering with a smoke detector (i.e., removing batteries, removing device, covering the device with plastic, etc.), unnecessarily discharging a fire extinguisher, pulling emergency fire alarms in non-emergency situations, pushing the emergency call button in an elevator in non-emergency situations, and/or tampering with any sprinkler head. The person found in violation of these acts or anyone found to be an accessory to said act, including the Tenant(s) who provided access to the perpetrator if the perpetrator is not a tenant of College Town Communities, will be held fully responsible.

After moving in, Tenant is responsible for keeping the smoke detectors in working order. Tenant agrees that it is Tenant's duty to test the smoke detectors on a monthly basis. Tenant further agrees to notify the Landlord immediately through a Work Order of any problem, defect, malfunction, or failure of the smoke detector(s) and to notify the Landlord through said Work Order of the need to install, inspect, or repair the smoke detector(s). Upon receipt of Work Order, Landlord agrees to repair the smoke detector within seven (7) days, assuming availability of labor and materials. Landlord can require Tenant to pay in advance all costs relating to the replacement or repair of a security device, if due to Tenant misuse or damage.

Tenant may not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If Tenant does not comply with this requirement, he may be subject to damages, civil penalties and attorney's fees under State law.

Tenant must follow all fire safety guidelines outlined in this Lease. If said guidelines are not followed and multiple false fire alarms are reported within our system for any one apartment, the following steps will be taken: For the first two false alarms, Tenant will receive a warning and information on how to prevent future false alarms. For the third and all subsequent false alarms, Tenant will be fined \$200.00 per false alarm, whether it is triggered by smoking, unattended cooking, cooking in a dirty oven or cooktop, or any other prohibited and/or dangerous practice. If there are multiple false alarms, the cause of which is determined to be dirty burner pans and/or cooking surfaces, Management will employ a professional cleaning crew to clean the stove at the Tenant(s)'s expense.

Landlord is not liable to Tenant for any personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightening, wind, explosion, theft, vandalism, or surges or interruption in utilities, except to the extent that such injury, damage or loss is caused by Landlord's gross negligence. It is mandatory that Tenant purchases renters' insurance to cover his possessions. Landlord has no duty to remove ice, sleet, or snow, but may do so in whole or part, with or without notice to Tenant.

23. **ASSIGNMENT/SUBLETTING RESTRICTIONS:** Tenant may not assign this agreement, allow temporary residency of the Leased Premises, or sublet the Leased Premises without prior written consent and approval by Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without such consent shall be void and shall (at Landlord's option) terminate this Lease, and the maximum fine permitted by law will be assessed.
24. **LANDLORD'S RIGHT TO ENTER:** Landlord will provide at least two days' notice to Tenant prior to Landlord entry pursuant to Alabama Code § 35-9A-303(d) though Landlord may enter in less than two days with Tenant's consent. Consent is not required in the event of an emergency, pursuant to court order, when the premises are believed to be abandoned, etc.
25. **ANIMALS/PETS:** With strict and binding limitations, animals/pets are allowed within the Leased Premises. However, signing this Residential Lease does NOT allow Tenant to have an animal/pet in the Leased Premises. If Tenant chooses to have an animal/pet in the Leased Premises, Tenant MUST sign an "Addendum for Owning a Pet in Leased Premises" and have it approved and countersigned by Landlord. Per the Addendum, all necessary paperwork must be submitted and signed, including proof of vaccination/shots and registration of the pet, **and all fees, including the required pet deposit, must be paid before any animal/pet may reside in the Leased Premises. (A monthly pet rent is also required.)** All

roommates must agree in writing that an animal/pet is allowed in the Leased Premises. If any roommate disagrees, the request to own an animal/pet will be denied. A maximum of two animals/pets per apartment unit is allowed.

Any Tenant found housing an animal/pet in the Leased Premises without a signed and Landlord-approved "Addendum for Owning a Pet in Leased Premises" will be **fined a rate of \$50 per day**. This includes animals that are said to be "visiting." Fines will continue until the animal/pet has been removed from the Premises OR has a signed and Landlord-approved "Addendum for Owning a Pet in Leased Premises."

26. **LAWS AND REGULATIONS:** Tenant must, at Tenant's expense, comply with all laws, regulations, ordinances and requirements of all municipal, state and federal authorities that are effective during the term of the Lease agreement, pertaining to the use of the premises. Tenant must not do anything that increases the Landlord's insurance premium.
27. **LEGAL FEES:** If Landlord is successful in a legal action or proceeding between Landlord and Tenant relating to the non-payment of rent or recovery of possession of the Leased Premises, Landlord may, to the extent legally available, recover reasonable legal fees and costs from the Tenant, and such fees and costs recovered shall be deemed additional rent.
28. **QUIET ENJOYMENT:** If Tenant promptly pays rent and obeys all of the terms of this Lease, the Tenant may remain in and use the Leased Premises without interference by Landlord. Enjoyment of the premises is predicated on the fact that there will be no noise pollution caused by such activities that would affect Tenant's neighbors. University officials and parents of Tenants will be notified, in writing, if multiple reports of noise pollution are filed against Tenant's apartment to Management. Should noise violations continue, Tenant will be fined a rate of \$50 per violation, in addition to any other local authority fines/violation costs.
29. **BINDING OBLIGATIONS AND ENTIRE AGREEMENT:** This Lease agreement is binding on Landlord and Tenant and those that lawfully succeed to their rights or take their place. Tenant and Landlord have both read this Lease and affirm that this Lease contains the entire and only agreement between the parties.
30. **JOINT AND SEVERAL OBLIGATION:** If more than one person executes this Lease as a Tenant, the obligations of all Tenants shall be joint and several with each Tenant assuming full liability for the obligations under this Agreement. This means that if any one person fails to pay rent, or uphold the responsibilities listed in this contract, the Landlord can make one or all Tenants pay the full amount of rent owed. It is this Landlord's practice to pursue only the Tenant that is in direct violation of the Lease terms.
31. **KEYS:** Tenant will be provided a magnetic key fob for entrance into all doors within the building to which Tenant has been authorized access. The key will be activated at 7am on Tenant's move-in date, and de-activated at noon of Tenant's move-out date. It is Tenant's responsibility to make proper arrangements for both events to ensure satisfactory entry and departure. **If a key fob is lost or not returned at the end of the lease, even if Tenant is returning the following lease year, a fee of \$100 will be charged** and Landlord cannot guarantee how quickly a replacement can be furnished.

If a mailbox or brass entry key is lost, a fee of \$25 will be charged for the first replacement key. For any additional occurrences, there will be a \$50 mailbox key replacement fee per occurrence. The doors and locks are not to be broken, altered, or replaced by Tenant.

Where applicable, identification cards may be issued to Tenant and will then be the responsibility of Tenant to protect. There is a \$25 fee for a replacement card.

A parking sticker is issued to Tenant at move-in or when a vehicle is registered in the Resident Portal. Only one sticker will be issued per Tenant. There is a \$25 fee for a replacement sticker.
32. **LANDLORD DOES NOT GIVE UP RIGHTS:** If Landlord fails to enforce any clauses in this Lease, Landlord may enforce these clauses at a later time without penalty.
33. **ADDITIONAL SIGNERS TO THE LEASE AND GUARANTY:** All signers of this Lease and the corresponding Guaranty Agreement Addendum are responsible for all financial obligations. This includes, but is not limited to: rent, late fees, damages, excess utility charges, and other costs over the security deposit.
34. **INDEMNIFICATION:** Notwithstanding any term of this agreement, Tenant shall indemnify, defend and hold harmless Landlord and its corporate affiliates, current or future management, partners, officers, faculty, staff, employees, agents, and their respective successors, heirs and assigns (the "Indemnities") against any claim, liability, loss, cost, damage, deficiency, exposure or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnities or any one of them in connection with any

claims, suits, actions, demands, or judgments arising out of this Agreement (including, but not limited to, actions on the form of tort, warranty or strict liability).

35. ADDITIONAL TERMS AND CONDITIONS AGREED TO BY BOTH PARTIES:

- a. No partying, beer kegs, large groups of people, drugs, hookah pipes, e-cigarettes/vaping, grills, smoke or fog machines, candles, incense, incense, Tiki torches (or anything else that uses an open flame), firearms, Kegeators, space heaters, or aquariums.
- b. **Landlord enforces a ZERO tolerance policy on any type of firearm on our properties. This includes in the Leased Premises, in any portion of any building, in Tenant's car on our parking lot, etc., regardless of Tenant's licensing to possess or carry. If discovered on our property, Tenant will be brought to the attention of the local police and eviction proceedings will begin immediately.**
- c. The following are forbidden within and outside the Leased Premises: waterbeds, radio/television reception devices such as antennas and satellite dishes, portable dishwashers, awnings, window guards, installed shelves, screen doors, hot tubs, swimming pools, weight lifting equipment in excess of 25 pounds, and flammable, hazardous, or toxic substances or chemicals.
- d. Tenant agrees not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or any criminal activity on or near such Premises.
- e. The manufacturing, intent to deliver, or possession of a controlled substance or drug paraphernalia is strictly prohibited. If a Tenant or Tenant's guests are in violation of this rule, Tenant will be subject to lease violation and/or eviction.
- f. Tenant agrees that no alcoholic beverages shall be consumed in the common areas of the building(s) and grounds within which the Leased Premises is located.
- g. Tenants and their guests are not allowed to go upon the roof of any building located within which the Leased Premises is located and shall not enter any area clearly designated as being closed to Tenants and others.
- h. Tenants and their guests/invitees may not engage in loud noises or sounds that affect other Tenants.
- i. No cooking is permitted in the living rooms, bedrooms, or bathrooms of any unit including, but not limited to, use of the following appliances: rice cookers, toaster ovens, skillets, griddles, coffee makers, hot pots, crock pots, pressure cookers, etc. All cooking must be done in the kitchen or on the kitchen counter.
- j. The parking lot is for Tenant use only. Tenants are issued a parking sticker which must be visible from the rear window, driver's side at all times. All motor vehicles must be registered within the online Resident Portal. All motor vehicles on the Premises must be currently licensed and inspected. All other cars parked on the parking lot will be ticketed by local police or security or towed without notice at owner's expense. This includes rental cars, temporary cars, and cars owned by friends, guests, relatives, etc. If Management requests removal of an inoperable vehicle, including but not limited to cars, bicycles, motorcycles, watercraft, etc., said vehicle must be removed within 24 hours at the owner's expense. Failure to comply with the requested removal may result in towing without notice at the owner's expense.
- k. Because of limited parking, no commercial vehicles or trucks in excess of ¾ ton GVW, trailers, campers, or boats are permitted in or about the apartment community.
- l. Washing and/or repair of vehicles is strictly prohibited on the grounds of the Leased Premises. Car parts, tires, detachable roofs, bike/ski racks, etc. may not be stored on or in the Leased Premises.
- m. Tenant must obey all handicapped and/or reserved parking restrictions. Failure to comply will result in a \$50 fine per day and/or towing without notice at the owner's expense.
- n. Due to local government regulations and for safety reasons, no motor vehicles may be parked on the grass or sidewalks at any time. No motorbikes or motorcycles may be kept on balconies, patios, or inside the building at any time.
- o. Tenants and their guests are prohibited from riding recreational vehicles such as skateboards, roller skates, scooters, bicycles, and similar vehicles inside apartment buildings. All such vehicles must be walked or carried into the building so as not to pose a hazard to other tenants or damage the hallways, walls, etc.
- p. Bike racks are provided at most College Town Communities properties. Bikes must be kept either at the racks or in other designated areas. For safety and security reasons, bikes may not be kept or chained in common areas or on the grounds. If bikes are found anywhere except where designated, it will be necessary to cut the chain or lock so it can be removed. If that happens, Tenant will not be reimbursed for the cost of the lock or chain.
- q. Tenant shall not place or permit to be placed or store items on windowsills, ledges, balconies, or porches and shall not hang laundry or other items from the balconies, windows, or common areas. Balconies and porches are not to be used for storage or as dumpsters. The only item permitted on these areas is exterior lawn furniture. A removal/disposal fee of \$50 per bag will be charged by any Tenant leaving trash outside the Leased Premises.
- r. If there is a balcony included with Leased Premises, Tenant agrees not to engage in any inappropriate behavior which may include, but is not limited to, the throwing of objects, obscene language or behavior, harassment of passersby, or any other behavior which could result in a criminal citation. If Tenant engages in such behavior, Landlord reserves the right to restrict any and all access to the balcony area by Tenant and/or Tenant's guests.

- s. MOLD: Mold growth depends largely on how Tenant manages and maintains the Leased Premises and on Tenant's prompt notice to Management in writing via email of such mold conditions. Landlord will not be responsible for any damages or injuries to Tenant or any other person relating to mold caused, in whole or in part, by Tenant's failure to clean or maintain the Leased Premises as herein required, or to promptly notify Management of such occurrence. Tenant agrees to do the following: Keep the entire Leased Premises clean and dry, remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces immediately, use fans and windows to ensure proper ventilation of kitchen, bathrooms and entire apartment, use shower curtains properly so as to contain water, and immediately notify Management via a Work Order of any water leaks or excess water in the Leased Premises or its vicinity, such as plumbing or roof leaks, drips, sweating pipes, flooding or puddling of water.
- t. Upon termination of Lease, all of Tenant's items must be removed. For any item left in Tenant's apartment or at or near the building's dumpster, a fee will be deducted from the security deposit. Any property left behind will be deemed abandoned by Tenant, and Landlord can take such action as desired and charge Tenant with costs incurred to keep, sell or dispose of such property without liability to Landlord.
- u. **NO SMOKING is allowed in ANY part of the building. Cigarettes must be disposed of in designated smoke canisters ONLY and are not to be thrown into shrubbery, grassy areas, off the balcony or porch, or anywhere else on the Premises.**

Tenant is bound to all rules and guidelines as explained in the College Town Communities Resident Handbook, which is always available upon request, online at www.collegetowncommunities.com, and in the Leasing Office during regular business hours.