

## HOUSING CONTRACT

All residents are required to sign a Housing Contract to live at a community managed by Peak Campus Management. You are encouraged to review the Housing Contract with your parent, guarantor, legal guardian or other advisor before agreeing to the terms of the Housing Contract. You must be 18 years old to complete the Housing Contract. You may access a blank Housing Contract to review from the community's website. **YOU ARE URGED TO READ THIS CONTRACT CAREFULLY!**

This is a **LEGALLY** binding document that holds you responsible for paying rent on a specific Unit Type within a price range, as listed below. If an Exclusive Bed Space in that Unit Type is not available, the management team will work to get you in a different Unit Type or refund your Administration Fee and release you from this Housing Contract. If an Exclusive Bed Space is available in the Unit Type, you are held responsible for the term of the Housing Contract.

The terms used in this Housing Contract are defined:

- **Housing Contract:** this "Contract", which includes this document, the Rules and Regulations, and all other applicable addenda referred to in this document or executed by the Resident and incorporated by reference into this document.
- **Execution Date:** "Execution Date" shall be the date on which this Contract was executed by Resident.
- **Owner:** "Owner" shall be the Owner, BVP Allston Way, LLC; Owner's Agent, Peak Campus Management, LLC; and the Community, Allston Place.
- **Resident:** "Resident", whether one or more shall be:
- **Roommates:** "Roommates" shall be the persons occupying the other exclusive bed spaces within the Unit and sharing the Common Areas.
- **Exclusive Bed Space:** "Exclusive Bed Space" is your sole (if Bedroom is private) or shared (if Bedroom is shared) use of a Bedroom in an apartment ("Unit").
- **Premises:** shall be an Exclusive Bed Space in a \_\_\_\_\_ (Unit Type) at \_\_\_\_\_ (the "Community") located at 2310 Allston Way, Berkeley, CA 94704 (Apartment/bed number and Community Address). In the event the Exclusive Bed Space and/or the Unit are not assigned to Resident as of the Execution Date, Resident acknowledges that these will be assigned at a later date prior to Resident moving into the Apartment. Resident acknowledges that Resident will sign an Exclusive Bed Space Addendum upon Owner's request, upon the same terms stated herein which identifies the Exclusive Bed Space and Unit. In the event Resident fails to sign the Exclusive Bed Space Addendum, Resident agrees that Owner shall have the right to identify such Exclusive Bed Space and Unit in a new or modified contract and that such designation shall be incorporated into this Housing Contract as if Resident has signed this Housing Contract identifying such Exclusive Bed Space and Unit.
- **Term:** The Term of this Contract shall begin at 12:00 noon on \_\_\_\_\_ (the "Commencement Date") and end at 9:00AM on \_\_\_\_\_ (the "Expiration Date").
- **Rent:** "Rent" shall be a total amount under this Housing Contract of \$ \_\_\_\_\_ for the term of this contract. Resident's payment of the total Rent shall be in \_\_\_\_\_ equal installments to be paid as indicated below, each such installment consisting of the following

Base Fee:	\$ _____
Other Fees Total:	\$ _____
Peak Protection (must be a registered student to participate):	\$10.00* _____
Amount of each Rental Installment:	\$ _____

\* If you are not a registered student of a college or university, you are not eligible for Peak Protection coverage. Please see the Leasing Office to sign an Opt-Out Agreement to remove this charge.

All installments of Rent and fees made payable to	Allston Place 2310 Allston Way Berkeley, CA 94704
NON-REFUNDABLE APPLICATION FEE • Renewals are not required to pay fees twice	\$35
LATE RENT CHARGE • "Late Rent Charge" will be charged on the sixth (6 <sup>th</sup> ) day of the month if Rent is not paid by the fifth (5 <sup>th</sup> ) day of the month. Rent is delinquent until Rent is paid in full.	\$75
RETURN CHECK CHARGE FOR THE FIRST DISHONORED CHECK	\$25
RETURN CHECK CHARGE FOR ALL SUBSEQUENT DISHONORED CHECKS	\$35
TRANSFER FEE from Exclusive Space to another exclusive space in a different unit	\$150
REASSIGNMENT FEE	\$150
RECONNECTION FEE OF UTILITY SERVICES	\$75
Water/Sewer; Gas; Internet; Trash	Included in Rent
Electricity; Cable TV	NOT Included in Rent Resident Responsible
HOLDOVER FEE	Up to \$600 and actual damages including rent found due

1. **RENT:** The first Rent Installment shall be paid by Resident on or before August 1<sup>st</sup>, and the remaining Rent Installments shall be paid by Resident on or before the first day of each subsequent calendar month without a grace period in advance and without demand, offset, or deduction until all Rent Installments have been paid to the Community at the property management's office or such other place as Owner shall designate. The Late Rent Charge does not establish a grace period; Owner may make written demand for payment if Rent is not paid on its Due Date. Owner and Resident agree that the charge is presumed to be the amount of damage sustained because of Resident's late payment of Rent, and that it is impracticable or extremely difficult to fix the actual damage. The normal hours available to make payments in person are from 10 to 6 pm Monday through Friday, and 10 to 5 pm Saturday, or at such other place or in such manner as Owner may from time to time designate. If applicable, a twenty-four hour, seven days a week rent payment drop box is available at the same location. All other charges due for services provided or charges assessed, including, but not limited to, fines for violating the Rules and Regulations, are hereinafter collectively referred to as "Additional Rent". In the event any such charges are due under this Contract by Resident, any amounts paid to Owner shall be applied to other such charges before applying amounts paid to the Rent Installment. If the payment tendered by Resident fails to satisfy the total charges outstanding, then Resident shall immediately pay the total balance due, plus any late charges incurred by virtue of Resident's failure to timely pay all sums due from Resident to Owner. In the event local or state ordinances require hotel or other taxes, Resident is responsible for paying such taxes. All Rent Installments and all other charges due shall be paid by personal check, cashier's check, certified funds, or money order to Owner or by electronic payment if made available by Owner. Owner may offer to receive payments by credit card, check card, TeleCheck, check clearing machine, or by direct bank transfer, and Owner reserves the right to charge reasonable processing fees for such payment methods. Owner shall have the right to refuse any tender of payment in cash and third party checks.

Payments made after the tenth day of the month must be paid by cashier's check or money order. If Resident elects to mail any payment, then it is Resident's responsibility to ensure that payment is received in the management office by the due date. Unless otherwise required by law, Rent Installments may not be withheld for any reason. If the bank returns Resident's Rent checks more than once, Owner may serve 30 days' written notice that all future Rent be paid in cash or by certified check or money order. Owner has the right to refuse to accept partial payments. In the event any Installment of Rent or other payment due hereunder is not paid in full at the property's management office or electronically, on or before the Due Date, Resident shall pay a late charge as set herein, which amount shall be considered as Additional Rent. Late charges are due and payable when assessed. If the Due Date falls on a holiday observed by Owner, payment must be made on the first day following the holiday. Resident shall pay Owner the amount as set forth herein as Additional Rent for any check returned to Owner. Said charges shall be due and payable immediately upon notification to Resident of such instance, and shall be in addition to any late charges resulting from the check's failure to be paid. Resident acknowledges the returned check charges and late charges specified herein represent an agreed upon charge for the administrative expense suffered by Owner as a result of

such late payment and not payment for the use of money. Any returned check must be redeemed in cashier's check or money order.

- UTILITIES AND SERVICES:** Owner agrees to furnish gas, water, sewer, trash, and Internet for the apartment, but Resident and the other residents of the apartment must separately pay and provide required deposits for all other utilities, including electricity, city services, city fees, charges for local and long distance phone service, additional or private lines, information and 911 calls. Except for utilities provided by Owner, Resident agrees that all utilities and services paid for by Resident will be in Resident's name prior to, but not later than, the Commencement Date. Resident acknowledges that all utilities will be used for normal household purposes only and shall not be disconnected at any time during the Term of the Contract. Resident is jointly and severally liable with Roommates for utility bills. Owner is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Owner is not responsible for outages or lapses caused by outside providers. Owner is further not responsible for Resident's use of the Internet.

**Payments:** If it is necessary for Owner to pay any costs or repairs due to failure to pay; failure to activate any utility under Resident's name; or if Resident disconnects any utility before the expiration of this Housing Contract, **then Resident will reimburse Owner for such amount plus \$50.00 for administrative costs and the total amount is payable by Resident as additional rent.** Resident is responsible for paying for all utilities that are in Resident's name during the lease term even if Resident moves out prior to the termination date. In the event of default by Resident in the payment of Rent, Owner may, to the extent allowed by law, instruct any utility company, henceforth, to charge utilities so designated to Resident and place the same in Resident's name. Resident shall thereafter pay for all such utilities. Should Owner pay any utility charges on behalf of Resident, Resident shall be jointly and severally liable with its Roommates to Owner for such charges which shall be considered Additional Rent. At Owner's option, Resident may be pre-billed for a reasonable estimation of charges for any unbilled period to be calculated based on prior utility charges within the Unit and in accordance with any applicable utility billing laws and regulations. The entire utility costs above the Utility Cap, if applicable, will be apportioned by occupants of the Unit. If Owner uses an outside vendor to provide billing services, Owner has the right to charge Resident for such services, and such amount will be payable by Resident as Additional Rent. Any failure to pay amounts as listed herein shall result in a default under the Contract. Owner reserves the right to settle roommate utility disputes by assessing Additional Rent.

- ROOMMATES:** Resident acknowledges Owner has the right to assign a Roommate to any vacant Exclusive Bed Space in the Unit before or during the Term of this Contract without notice. Resident acknowledges that Resident is solely responsible for getting along with the Roommates, even if Owner placed Resident with the Roommates. Resident acknowledges that reasonable cooperation and respect will be used with Roommates and non-smoker rights prevail. Owner shall not be liable for any personal conflict of Resident with Roommates, Roommates' guests, licensees, or invitees, or with any other residents that reside at the Community. A conflict of any kind, including, but not limited to, actual or threatened physical injury, between Resident and Roommates or residents that reside at the Community, does not constitute grounds for termination of the Housing Contract by Resident.
- POSSESSION:** If actual commencement of occupancy of the Premises is delayed, either by construction, repair, make ready, or holdover by prior resident, Owner shall not be liable for damages by reason of such delay. Owner has the right, but not the obligation, to provide temporary housing if it is available. If temporary housing is not available, the Rental Installment will be abated per diem and pro-rata during the period of such delay. Such delay will not affect any of the other terms of this Contract. If Resident does not move in once the Premises are ready, to the fullest extent allowed by applicable law, Owner may sue for damages, including attorney's fees, and may apply any deposits or monies of Resident in possession of Owner to Resident's outstanding balance.
- USE:** Resident shall occupy the Premises during the Term of this Contract and use the Premises solely for residential purposes. Any activity which interferes with or decreases the use and enjoyment of the Community by other residents shall constitute a violation of this Contract. Resident shall not carry on any organized business for remunerative purpose from the Premises. Resident is not allowed to occupy or use or allow another person to occupy or use an empty exclusive space within the Unit and Premises. Rent will be assessed to Resident as of the date Owner deems that an empty exclusive space is occupied or used.

6. **CONDITION OF PREMISES:** Resident has examined the Premises, including but not limited to the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "AS IS," and acknowledges that the same are in good, clean and sanitary working order, condition and repair, unless noted to the contrary on Owner's copy of the Contract. The Move In/Move Out Condition form attached hereto shall be deemed incorporated herein by reference. Upon termination of the tenancy, Resident shall return the Premises to Owner in as good working order, condition and repair as when received, ordinary wear and tear excepted, and free of all Resident's personal property, trash and debris. Burns, stains, holes or tears of any size or kind in the carpeting, draperies, or walls, among other types of damage, do not constitute ordinary or reasonable wear and tear. Any costs incurred by Owner to restore the Premises to rentable condition (including any unpaid rent and damages) shall be withheld and any refund of Resident's Security Deposit shall be made in the amount and manner established by California Civil Code Section 1950.5.

Resident acknowledges that no representations as to the condition or repair of the Premises, nor as to Owner's intentions with respect to any improvement, alteration, decoration or repair of the Premises, have been made to Resident, except as otherwise noted on Owner's copy of this Contract. Throughout the Term of this Contract, Resident shall:

1. Keep the Premises in clean and sanitary condition;
2. Dispose of all Resident's rubbish, garbage and waste in a clean and sanitary manner;
3. Properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition;
4. Not permit any person in or about the Premises with Resident's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor personally do any such thing;
5. Occupy and use the Premises in the manner in which they were designed and intended to be occupied and used, as designated in the Contract.

Resident shall be liable for the expenses of any repair caused by Resident's failure to comply with these conditions. At Owner's election, Owner may deduct such expenses from Resident's Security Deposit and may thereafter demand that Resident pay an amount equal to the amount deducted from said Security Deposit so as to restore the Deposit to the amount required by this Contract. Notwithstanding the above, it is Owner's obligation to maintain the Premises in a habitable condition; but Owner is not responsible for defective conditions caused by Resident's own malfeasance or nonfeasance or that of any other person with Resident's permission. In accordance with fair housing laws, Owner will make reasonable accommodations to rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of the Community. Owner may require Resident to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED RELATING TO THE PREMISES, THE UNIT, OR ANY FURNITURE, FURNISHINGS, EQUIPMENT, FIXTURES, OR APPLIANCES, IF ANY, IN THE PREMISES AND UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SUITABILITY.

7. **EARLY TERMINATION OF CONTRACT:** Resident acknowledges there is no right to early termination of the Contract and Resident will not be released from this Contract for any reason, including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of Roommates or occupants, loss of employment, bad health, or property purchase. In the event of Resident's death, all rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.
8. **ASSIGNMENTS/SUBLEASE:** Resident shall not assign or transfer Resident's interest in the Contract, or any part hereof, without prior written consent of Owner. Consent shall be withheld until all fees are paid and replacement is fully qualified. **Subletting is not permitted.**
9. **ALTERATIONS:** Resident shall not make or permit to be made any alterations, additions, or attachments to the Premises and Unit or any part thereof including but not limited to the patio/balcony or overhang, or affixing fixtures

to the Premises, or changing or adding any lock without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by Owner in writing. A reasonable number of small nail holes from picture hanging are permitted as long as sheetrock repair or replacement is not required upon Resident vacating the Premises. No additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by Owner's prior written consent.

10. **REQUESTS, REPAIRS, AND MALFUNCTIONS:** Resident shall promptly report, signed and in writing, all repairs, installations, service, or security related matters which need to be made to the Premises to Owner at property's management office or designated place (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Written notes on Residents' oral requests do not constitute a written request from Resident. Owner's complying with any oral request does not waive the strict requirement for written notices under this Contract. Resident must immediately notify Owner in writing of water leaks, mold, electrical problems, malfunctioning lights, utility malfunctions or damage, broken or missing locks, doors, windows, smoke detectors, or latches, and other conditions that pose a hazard to property, health, or safety. Owner may change or install utility lines or equipment serving the Community if the work is done reasonably without substantially increasing Resident's utility costs. Owner reserves the right to relocate Resident to perform work or to avoid property damage. Owner may also turn off equipment and interrupt utilities as needed.

Resident shall be liable for and shall pay all costs and expenses for damages and repairs to the Premises or Community by Resident or Resident's guests (including, but not limited to, the cost of replacing or repairing all broken or damaged furnishings or fixtures; any costs related to defacement or damage to walls, ceilings, floors, carpets and doors; and reasonable charges for Owner's overhead, administrative cost, and expense) caused by Resident's or Resident's guests' use, occupancy, abuse, carelessness or misuse. Such costs for repairs and damages shall constitute Additional Rent. Resident shall immediately report to Owner all acts of vandalism and damage to the Premises or Community. Owner agrees to abide by applicable State law and local laws regarding repairs. A repair is considered an emergency if the situation places life or property in jeopardy and requires immediate attention. After-hours emergency repair requests can be made by contacting the office.

11. **OWNER'S RIGHT OF INSPECTION AND ENTRY:** Resident agrees that Owner may enter the Premises, Bedroom, Unit, or other units at the Community without the Resident's consent in an emergency situation. Except in cases of emergency or if it is impracticable to do so, Owner shall give Resident reasonable notice of intent to enter and shall enter only during normal business hours. Twenty-four (24) hours shall be presumed to be reasonable notice, if served in person, posted on, at or near the usual entry door or mailed at least six (6) days prior to the intended entry. Resident agrees not to unreasonably withhold consent to Owner's entry. If Resident unreasonably refuses Owner the right of entry Resident will be held responsible for any financial losses that are sustained by the Owner. Specifically, Resident agrees to permit Owner to enter the Premises, Bedroom, Unit, or other units at the Community for the purpose of (1) making necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, residents, workmen, or contractors; (2) making annual, semi-annual, or other routine inspections; (3) decorate, remodel, alter or otherwise prepare the Premises for re-occupancy if the Resident moves before this Contract ends; (4) entering pursuant to court order; (5) entering when the Resident has abandoned or surrendered the Premises. Owner will serve Resident with written notice before entry unless:
- Entry is due to an emergency, surrender or abandonment of the Premises, or
  - Resident and Owner agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
  - Resident is present and consents to entry at the time of entry, or
  - As otherwise provided by law.

12. **RESIDENT'S RESPONSIBILITY FOR SECURITY:** Resident acknowledges that Owner has not made any representations, either written or oral, concerning the safety of the Community in which the Premises are located or the effectiveness or operability of any security devices or measures on the Premises or Community. However, Owner will comply with the requirements of state law with respect to providing door locks and window locking or security devices to units on

the Community. The Unit is equipped with window locking or security devices on each exterior window designed to be opened and a dead bolt on each main swinging entry door of the Unit.

Owner neither warrants nor guarantees the safety or security of Resident or Resident's guest (s) or invitee (s) against any criminal or wrongful acts of third parties. In the event an off duty police officer or patrol service patrols the Community, the officer and/or patrol service is not equipped to provide personal security to residents or their guests or occupants of any unit. In the event cameras have been installed, these cameras are not monitored on a 24 hour basis and are not designed to provide personal security services. **Each Resident and their guest (s) or invitee (s) is responsible for protecting his or her own person and property.** Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

Resident acknowledges that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, surveillance cameras, smoke detectors, fire extinguishers, sprinkler systems, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Resident agrees to immediately notify Owner of any malfunctions involving locks, doors, windows, latches, and smoke detectors. Resident is responsible for the proper operation and regular testing of all devices in the Premises, including but not limited to, alarms and smoke detectors. Resident agrees Resident will not disable, disconnect, alter or remove the smoke detectors, locking devices, alarm system, sprinkler system, fire extinguisher, screens, or latches. Any charges resulting from the use of the intrusion alarm will be charged to Resident as Additional Rent, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges. In the event Resident chooses to have the intrusion alarm monitored, Resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, Resident must provide Owner with the alarm code and any special instructions for lawful entry into the Unit when no one is there. In the event access gates are present in the Community, Resident agrees to follow all instructions and rules regarding the use of the gates (including but not limited to approaching the gates slowly with caution; not stopping where the gate can hit Resident's vehicle; not following or piggybacking another vehicle into an open gate; not forcing the gates open; not giving Resident's code, card, or remote to anyone else; not tampering with the gates. Owner has no duty to maintain the gates or fencing.

All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by California law.

13. **RELOCATION:** For purposes of operating efficiency, Owner reserves the right to relocate Resident to another Unit or Exclusive Bed Space at the Community. In the event of a maintenance issue or emergency issue, as determined by Owner, Owner may relocate Resident to another apartment unit in the Community. If required by Owner to relocate, Resident will not be required to pay the Transfer fee. Owner, to the extent practical and in Owner's sole discretion, will honor Resident's request for a particular Unit.
14. **CASUALTY:** In the event of fire or other casualty, Resident must immediately notify Owner. If the Premises are partially destroyed by fire or other casualty not attributable to the Resident or Resident's guest, licensee, or invitee, the Premises, may be promptly restored and repaired by Owner and any Rental Installment(s) for the period that the Premises is not livable shall abate, unless Owner provides Resident with alternative living space, in which event Rental Installment(s) will not be abated. However, if the Premises are substantially destroyed, then this Contract may be terminated by Owner, in which event the remaining unpaid Rental Installments due hereunder shall cease to accrue as of the date of such damage or destruction. Notwithstanding the foregoing, Resident expressly acknowledges that Resident shall not be excused from paying any Rental Installment if the damage or destruction to the Premises is the result of or attributable to Resident or the guests, licensees, or invitees of Resident, and Resident shall be charged as Additional Rent for the cost of any repairs or clean-up.
15. **RESIDENT'S PROPERTY AND RENTER'S INSURANCE:** Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, boats, and valuables kept by Resident in or about the Premises, Unit, and Community. **Owner shall not be liable to Resident,**

Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage. The Owner is not responsible for and will not provide fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system if applicable.

16. **PEAK PROTECTION:** As an added service to Resident(s), Owner will automatically include a \$10 per month per Resident premium in this Contract for Damage & Replacement Insurance through CSI Insurance, which is not affiliated with Owner. Resident must be a registered student with a college or university in order to qualify for coverage. Owner is not responsible for processing or payment of any claims nor is it responsible for denial of claims. Participating Resident must process claims directly with CSI Insurance according to its instructions. Owner will provide CSI Insurance Claims Department contact information to Resident upon request. Resident may opt out of the Damage and Replacement Insurance by contacting the management office and completing the required Opt Out Form, according to the terms and conditions of the Opt Out Form. By completing the Opt Out Form, Resident acknowledges that they shall not be allowed to file any claims for loss or damage to Resident's personal property under this Damage & Replacement Insurance program, and Resident shall be personally responsible for damage to Resident's property as stated in Paragraph 16 above. Once the Opt Out Form is signed, Resident will not be eligible for Peak Protection until the next lease term. The Peak Protection service may be discontinued at any time. Peak Protection may not cover all items desired by Resident, so Resident should review the policy and procure additional insurance as Resident deems necessary.
17. **OWNER'S PERMISSION OR CONSENT:** This Contract and all applicable addenda constitute the entire agreement between Resident and Owner. No oral statements shall be binding. Owner's representatives have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner. If any provision of this Contract requires the written permission or consent of Owner, such written permission or consent may be granted or withheld in the sole discretion of Owner, may contain such conditions as Owner deems appropriate, and shall be effective only so long as Resident complies with such conditions. Moreover, any written permission or consent given by Owner to Resident may be modified, revoked, or withdrawn by Owner at any time, at Owner's sole discretion, upon written notice to Resident. Resident expressly agrees that Owner may provide information on Resident and Resident's rental history for law enforcement, governmental, or business purposes.
18. **NOTICES:** Resident shall, within five (5) days after occurrence, notify Owner, in writing, of any alleged violation by Owner of any of its obligations arising under this Contract or otherwise. Failure of Resident to give such notification in writing, within the time prescribed shall constitute a total and complete waiver of said alleged violation and shall not be asserted by Resident as any grounds for nonperformance of Resident's obligations under this Contract. Owner has designated Peak Campus Management, LLC, as its agent for the purposes of managing and operating this Community and for exercising any of Owner's rights hereunder. Every notice or demand to Owner, whether pursuant to this Contract or otherwise, must be in writing and must be delivered by certified mail, Return Receipt Requested, to: Peak Campus Management; Two Live Oak Center, 3445 Peachtree Rd., N.E., Suite 1400, Atlanta, GA 30326; c/o Vice President of Property Management. Owner may give Resident notice by any method allowed by applicable law. Unless otherwise provided by law, notice for all management purposes shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, telefaxed or hand delivered to Resident at the address of the Unit. Notices for entry into the Premises may be posted on the entry door of the Unit if permitted by law. Any condition of the tenancy shall be deemed changed upon expiration of thirty (30) days following the service by Owner on Resident of a written notice setting forth the change in such condition.
19. **DEFAULT BY RESIDENT:** Resident (and Resident's guests if applicable) agrees to abide by all federal, State and municipal laws, ordinances, regulations or orders (including but not limited to those pertaining to use of hazardous substances) as well as Owner's Rules and Regulations now in force and effect or which may be hereafter enacted. Resident will be in default if: (1) Resident fails to pay any Rental Installment or Additional Rent, as and when due hereunder, (2) Resident abandons the Premises, (3) Resident fails to perform any of his or her obligations hereunder, (4) any information contained in Resident's Housing Application is untrue or misleading, (5) Resident or Resident's

guest (s) violates this Contract, Rules and Regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs, (6) illegal drugs or paraphernalia are found in the Premises, (7) Resident, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government, (8) Resident is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for a felony offense or a misdemeanor if the crime is of a sexual or violent nature, (9) Resident displays, discharges, or possesses a gun, knife, or other weapon (or uses an ordinary object as a weapon), including but not limited to any pistol, revolver, rifle, shotgun, or other weapon designed or intended to propel a missile of any kind, knives of certain dimensions, throwing stars, nun chucks, and similar objects. WEAPONS ARE NOT PERMITTED ANYWHERE IN THE COMMUNITY.

For any breach of a covenant or condition of this Contract, Owner may, at its option, serve a three (3) day notice:

1. Specifying the nature of the breach and
2. Demanding that Resident cure the breach if the breach can be cured.

The notice may further declare that, if Resident fails to cure a curable breach within the three (3) day period or if the breach is not curable, the tenancy is terminated and Resident forfeits all rights under this Contract.

The Premises shall be deemed abandoned by Resident if, after a failure by Resident to pay an installment of Rent pursuant to this Contract, or any portion thereof, for any rental month, and after the date of service of a written notice on Resident pursuant to California Civil Code §1951.3, demanding that Resident either pay the amount of Rent then due or quit the Premises, (i) Resident has been absent from the Premises for a period of 14 consecutive days, and (ii) Resident has neither contacted Owner in person nor cured said Rent default. In the event of any default by Resident or the failure by Resident to observe or perform any of the express or implied covenants or provisions of this Contract to be observed or performed by Resident, Owner may at any time thereafter, with or without further notice or demand and without limiting Owner in the exercise of any right or remedy which Owner may have by reason of such default:

(i) Terminate Resident's right to possession of the Premises by any lawful means, in which case this Contract and the Term hereof shall terminate and Resident shall immediately surrender possession of the Premises to Owner in the condition required by this Contract. In such event Owner shall be entitled to recover from Resident all damages incurred by Owner by reason of Resident's default including, but not limited to:

- a. The worth at the time of award of the unpaid Rent which had been earned at the time of termination. "Worth at the time of award" shall be computed by allowing interest at ten percent (10%) per annum from the first day the breach occurred;
- b. The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Resident proves could have been reasonably avoided. "Worth at the time of award" shall be computed by allowing interest at the rate of ten percent (10%) per annum from the first day the breach occurred;
- c. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Resident proves could be reasonably avoided. "Worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%);
- d. Any other amount necessary to compensate Owner for all the detriment proximately caused by Resident's failure to perform its obligations under this Contract or which in the ordinary course of things would be likely to result there from, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, attorneys' fees, costs of alterations and repairs, recording fees, filing fees and any other expense customarily resulting from obtaining possession of and re-leasing the Premises. Efforts by Owner to mitigate damages caused by Resident's default shall not waive Owner's right to recover damages under this Contract.

(ii) Maintain Resident's right to possession in effect under California Civil Code Section 1951.4 in which case this Contract shall continue in effect whether or not Resident shall have vacated or abandoned the Premises. In such event Owner shall be entitled to enforce all of Owner's rights and remedies under this Contract, including the right to recover Rent as it becomes due hereunder. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver to protect Owner's interest under this Contract, shall not constitute a termination of Resident's right to possession.

(iii) Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of California.

20. **GUESTS:** Resident is responsible for the safety, negligence, and actions of Resident's guest(s), invitees, family, and licensees. Resident must accompany and supervise Resident's guest(s) at all times in the Premises, Amenities, and Community because any violation of this Contract by Resident's guest shall be considered a violation by the Resident. Owner has the right to exclude guests or others who, in Owner's sole judgment, have been in violation of the law, the Contract or any rules of the Community, or disturbing other residents, neighbors, visitors or Owner representatives. Owner can also exclude a person who refuses to or cannot identify himself or herself as your guest. Guest(s) are not allowed to spend more than three (3) consecutive nights or more than six (6) nights in any one month in the Premises. Resident agrees that Resident and Roommates shall not have more than ten (10) persons in the Premises and Unit at any one time.
21. **RENEWAL:** If, prior to the Expiration Date of the Term, Resident executes a binding Housing Contract with Owner for the next succeeding term (a "New Housing Contract"), the terms of this Contract shall continue in full force and effect (without, however, any obligation of Resident to make any additional payment of Rent or Rental Installments hereunder) until the beginning of the term provided in the New Housing Contract (the "New Term"). Nevertheless, Resident shall remain liable for all amounts of Additional Rent which may be or become due and owing hereunder prior to the commencement of the New Term. Resident's renewal will be null and void if Resident is found in default under this Contract. If Resident does not execute a New Housing Contract as and when required by Owner, Resident may not be able to maintain Resident's current Exclusive Space, Premises, and Unit in the New Housing Contract.
22. **MOVE-OUT PROCEDURES:** Upon termination of this Contract for any reason, Resident shall surrender possession of the Premises in the same condition as when received, in a good, clean and sanitary condition, including removing all trash from the Premises and returning furniture to its original placement. Owner shall note the condition of the Premises, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Owner to have occurred during Resident's occupancy and use of the Premises. Resident shall pay all utility and service bills to the Premises for which Resident is responsible and cancel all utility accounts in the name of the Resident. Resident shall return to Owner all keys, access cards, and remote control devices, if applicable, issued to the Resident by Owner. If all keys, cards, and devices issued to Resident are not returned to Owner, Resident shall pay all costs associated with re-keying and replacement of locks, keys, cards, and remote devices for the Premises. Resident's failure to follow the prescribed move-out procedures may result in the partial or full application of the Deposit to cover these charges, but in no event shall such application be construed as liquidated damages. If no Deposit exists, Resident will be charged for all damages, cleaning, repairs, re-keying, and replacement costs, which will be due within 30 days of such billing.
23. **PROPERTY LEFT IN PREMISES:** Owner, in its sole discretion, shall have the right to determine when the Premises are abandoned in accordance with applicable law. Resident agrees abandonment of the Premises shall include, but is not limited to, any one of the following: (i) the removal of personal property from the Premises other than in the usual course of continuing occupancy, (ii) the failure to pay Rent or other charges, (iii) discontinuance of any utility service, and (iv) failure to respond to any notices, phone calls, or correspondence from Owner.

After Resident vacates the Premises, either by (a) expiration of this tenancy term, (b) termination of the tenancy pursuant to notice as stated in the Contract, or (c) abandonment or surrender, Owner may re-enter and retake possession of the Premises. Owner shall have the right, without notice, to secure the Premises with new locks, store and dispose of any property or personal possessions left in the Premises by Resident or Resident's guests, licensees, or invitees in accordance with applicable law, and to re-rent the Premises for new occupancy. Any personal property remaining in the Premises shall be returned to Resident, placed in storage or disposed of as provided in Civil Code Sections 1965 et seq., 1980 et seq., or Code of Civil Procedure Section 1174. Resident shall be liable for all costs, fees and damages incurred by Owner and such re-entry shall not be deemed an acceptance by the Owner or a surrender of any rights of Owner or otherwise constitute a release of Resident from the terms of this Contract. Resident agrees Owner shall have no liability for any actions taken to secure the Premises, obtain possession of the Premises, or store or dispose of any personal property or possessions found in the Premises when Owner deems the Premises to have been abandoned, and such actions are a contractual matter to which Resident has given his or her consent, and any alleged action shall not give rise to a claim in tort or to a claim for punitive damages.

24. **HOLDING OVER:** In the event that a new Housing Contract is not executed, and Resident has not vacated the Premises on or before the Expiration Date of the Term of this Contract, and Owner accepts rent from Resident, the tenancy shall continue; however, the occupancy shall become a month-to-month tenancy. If Resident willfully and maliciously remains in possession of the Premises after the Expiration Date or termination of the tenancy, Owner may recover up to six hundred dollars (\$600) statutory damages, in addition to actual damages, including rent found due. Owner shall also have the right, but shall not be obligated to, proceed with a suit under applicable law against Resident to recover possession of the Premises.
25. **PHOTOGRAPHS AND VIDEOS:** Resident consents to Owner's use of photographs and/or video images of the Resident and the Premises, including those taken at functions or events sponsored by the Community, for the purpose of advertising the Community or other similar apartment communities owned or operated by Owner. Owner may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. Resident consents to the publication of these images and waives any claims against Owner for use of such images.
26. **SUBORDINATION:** The lien of any lender(s) of the Community will be superior to your rights under this Contract. Therefore, if a lender takes over ownership of the Community, the lender may terminate or continue this Contract. If lender continues the Contract, Resident will accept and recognize any such lender as the "Owner" under this Contract, and in such case, every reference to "Owner" in this Contract shall apply with equal force to the lender.
27. **LIABILITY/INDEMNIFICATION:** Owner will not be liable to Resident or Resident's guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of Resident or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or Resident's personal conflict with Roommates. Owner has no duty to remove ice, sleet, or snow, but we may do so in whole or in part, with or without notice. **EXCEPT FOR OWNER'S LIABILITY ARISING UNDER APPLICABLE LAW, RESIDENT AND RESIDENT'S REPRESENTATIVES, HEIRS, ASSIGNS, AND SUCCESSORS RELEASE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS THEREOF (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES AND AGREES TO INDEMNIFY THE RELEASED PARTIES AGAINST ALL LOSSES INCURRED AS A RESULT OF: (A) LOSS OR THEFT OF RESIDENT OR RESIDENT'S GUESTS PERSONAL PROPERTY (B) RESIDENT'S FAILURE TO FULFILL ANY CONDITION OF THIS CONTRACT; (C) ANY AND ALL LIABILITY FOR INJURY OR LOSS RELATING TO RESIDENT'S USE AND OCCUPANCY OF THE PREMISES OR COMMUNITY; (D) ANY DAMAGE OR INJURY HAPPENING IN OR ABOUT THE PREMISES OR COMMUNITY TO RESIDENT'S GUESTS, LICENSEES, INVITEES, OR SUCH PERSON'S PROPERTY AND (E) RESIDENT'S FAILURE TO COMPLY WITH ANY APPLICABLE LAWS, RULES OR REGULATIONS. RESIDENT AND GUESTS ASSUME ANY AND ALL RISKS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMUNITY, AND THE RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE SUPPLIED FOR RESIDENT'S USE, AND AT THE USER'S SOLE RISK. RESIDENT ALSO WAIVES HIS/HER RIGHT TO A JURY TRIAL.**
28. **ATTORNEY FEES:** In the event any action or proceeding is brought by any party to enforce any terms of this Contract, to declare rights under this Contract, or to recover possession of the Premises, or in any litigation concerning or arising under this Contract, the prevailing party shall recover from the other party his or her costs and attorney fees incurred in connection with such action.
29. **MILITARY PERSONNEL CLAUSE:** Resident may terminate the Contract if Resident enlists or is drafted or commissioned in the U.S. Armed Forces or after signing this Contract, or if Resident receives deployment or change of station orders per applicable law.
30. **STATE LAW:** The law governing this Contract is the law of the State in which the Community is located. The Contract is performable and venue for any action shall be proper in the county in which the Community is located.
31. **MISCELLANEOUS:** Failure of Owner to insist upon strict compliance with the terms of this Contract shall not constitute a waiver of Owner's rights to act on any violation. In all references herein to Resident, the use of the singular number is intended to include the appropriate number as the text of this Contract may require, and all

gender references to male or female are intended to be gender neutral. If any one or more of the provisions of this Contract, or the applicability of any such provision to a specific set of circumstances shall be invalid or unenforceable, such provision(s) shall be modified to the minimum extent necessary to make it or its application valid or enforceable; and the validity and enforceability of all the provisions of this Contract and all other applications by any such provision(s) shall not be affected.

32. **ASSIGNMENT OF OWNER'S INTEREST:** In the event of a transfer of Owner's interest in the Community, Owner shall have no further liability under this Contract for events occurring after such transfer. Resident shall recognize the transferee as Owner under this Contract for the remainder of the Term, and thereafter, this Contract shall continue as a direct Contract between Resident and such transferee, except that such transferee shall not be responsible for any act or omission of Owner before the transfer; be subject to any offset, defense or counterclaim against Owner accruing before the transfer; bound by any previous prepayment of more than one month's Rental Installment; or required to pay to Resident or account for any Deposit or funds of the Resident other than a Deposit or other funds actually delivered by Owner to such transferee. In the event the Community is sold to another Owner, the new Owner has the right to terminate all Housing Contracts within 30 days notice at any time after the sale.
33. **PROXIMITY OF REGISTERED SEX OFFENDERS:** Disclosure Pursuant to Civil Code 12079.10a. Registered Sex Offenders Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.
34. **PROPOSITION 65 WARNING:** This disclosure is made pursuant to California Health and Safety Code Section 25249.6. More information on specific exposure has been provided to Resident and is available at [www.prop65apt.org](http://www.prop65apt.org). Environmental Disclosure Notice: The State of California requires that Owner warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from the building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to, carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils. Because of the possible danger posed if asbestos fibers are released into the Premises, Resident may not take or permit any action which in any way damages or disturbs the ceiling in the Premises, including but without limitation: piercing the surface of the ceiling by drilling or any other method; hanging plants, mobiles, or other objects from the ceiling; attaching any fixtures to the ceiling; allowing any objects to come in contact with the ceiling; painting, cleaning, or undertaking any repairs of any portion of the ceiling; replacing light fixtures; engaging in any activity which results in building vibration which may cause damage to the ceiling.
35. **WATERBEDS:** Resident may install and maintain a waterbed on the Premises only in compliance with California Civil Code Section 1940.5 as that Section provides on the Execution Date of this Contract and as it may thereafter be amended from time to time. In particular, Resident must furnish to Owner, prior to installation, a valid waterbed insurance policy for property damage. The policy shall be written for no less than one hundred thousand dollars (\$100,000) of coverage. The bedding shall conform to the pounds-per-square-foot weight limitation and placement as dictated by the floor load capacity of the residential structure. Resident shall give Owner written notice 24 hours prior to the installation, removal, or movement of the waterbed. Resident shall comply with safety standards regarding the installation, maintenance, and removal of the waterbed. Resident shall conform to Owner's reasonable structural specifications for placement within the Premises. Owner shall have the right to inspect the bedding installation subject to the notice requirements of Section 1954 of the California Civil Code. Owner may serve Resident with written notice to give Resident three (3) days to either correct a violation or to remove the bedding, unless there is an immediate danger to the Premises, in which case, there shall be immediate corrective action. Resident shall be required to pay Owner an extra Security Deposit equal to one-half of one month's installment of Rent.

36. **ADDENDA:** Resident acknowledges that all addenda are considered to be a part of this Contract. Any addendum referenced in this Contract including, but not limited to, the Rules and Regulations, Guaranty of Resident Obligations, and all other addenda are hereby incorporated by reference as a part of this Contract.
37. **GUARANTY:** Owner, at its sole discretion, may require Resident to submit an executed Guaranty of Resident Obligations. If Owner requires a Guaranty, Owner has the right, but not the obligation, to cancel the Contract in the event a binding Guaranty is not fully executed and returned to Owner within seven (7) days from the Execution Date of the Contract by Resident, or if such Guaranty is not fully executed and returned to the Owner prior to occupancy, whichever time period is shorter. Owner reserves all rights, both civil and criminal, for any false execution or forgery of such Guaranty. The Guaranty shall be an additional assurance to Owner of the performance of the covenants of this Contract and not substitution of Resident's responsibilities and obligations hereunder. In the event Resident submits an executed Housing Contract but does not submit an executed Guaranty of Resident Obligations as and when required by Owner, Owner shall have the right to require Resident to honor Resident's obligations under and comply with all obligations of this Contract. **GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE CONTRACT AS PERMITTED BY STATE LAW, INCLUDING, BUT NOT LIMITED TO, EXTENSIONS OR RENEWALS OF THE CONTRACT, WHEN RESIDENT TRANSFERS TO A DIFFERENT UNIT WITHIN THE COMMUNITY, OR WHEN RENT OR OTHER CHARGES ARE INCREASED IN ACCORDANCE WITH OR AFTER THE STATED TERM OF THE CONTRACT.**
38. **RULES AND REGULATIONS:** Resident acknowledges that Resident has read and agrees to abide by all written Rules and Regulations furnished to Resident or posted in the Community Amenities with respect to Resident's conduct in, on, and around the Community and Premises. Owner reserves the right to make changes to the Rules and Regulations and such amended Rules and Regulations shall be deemed as equally binding upon Resident as if originally set forth herein upon notice to Resident.
39. **SPECIAL PROVISIONS:** If the Resident fails in any respect to fulfill the full obligations of this Contract, the Resident will be responsible for repaying all leasing specials, one-time concessions, monthly discounts, other concessions or resident referrals.

Resident acknowledges that Resident has read this Housing Contract, the Rules and Regulations, and all addenda. Resident affirms that Resident will, in all respects, comply with the terms and provisions of the Contract. **RESIDENT ACKNOWLEDGES THAT THIS AGREEMENT IS A LEGAL DOCUMENT AND IS ENFORCEABLE AGAINST RESIDENT.** Resident acknowledges that accepting the Contract electronically is the same as a written signature and that a notarized, facsimile signature is just as binding as an original.

**OWNER:**

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RESIDENT:**

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Identification (if signed in your presence): \_\_\_\_\_

Identification Number (if signed in your presence): \_\_\_\_\_