



## LEASE AGREEMENT

### Leasing Details

Resident Name:	
Lease Start Date:	Lease End Date:
Apartment Type:	Apartment Furnishing:
Unit Assigned:	First Month Prorated Charges:
Monthly Rent:	Incidental Charges:
Permanent Address:	

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT. NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

- 1. LANDLORD.** Capstone On-Campus Management, LLC is the manager and agent (called "Manager" or Management" or "Landlord") for 929 N. Wolfe Street, LLC d/b/a 929 Apartments located at 929 N. Wolfe Street, Baltimore, MD 21205,
- 2. LEASED PREMISES.** We agree to lease to you and you agree to lease from us, one bedroom for your exclusive use (referred to herein as your "**Bedroom**") in an apartment as indicated in the Leasing Details, and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access (the "**Common Community Areas**"). You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **3 days** of delivery or notification, we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
- 3. LEASE TERM.** The Lease starts on the Lease Start Date as indicated in the Leasing Details and ends at **12:00pm** on the Ending Date (the "**Lease Term**") as indicated in the Leasing Details. You are liable under the terms of this Lease for the full Lease Term. **You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss or move-out of any of the residents of the Apartment, or for any other reason, except for military service pursuant to Section 41 hereof or as otherwise provided by applicable law.** You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular bedroom for you while we are waiting for you to submit a complete set of documents.
- 4. BASE RENT AND ADDITIONAL CHARGES.** Your "**Base Rent**" for the Term is indicated above in the Leasing Details. You will also find any incidental charges listed in the Leasing Details above. Your charges are payable in equal installments due on the 1<sup>st</sup> day of each month beginning on the first day of the first full month of your Lease agreement.

All prorated charges are due by the 15<sup>th</sup> of the month **BEFORE** your scheduled move-in.

With the exception of the first installment, you will pay us the "**Total Rent Installment**", which is composed of the Base Rent Installment and other incidental charges, if any, and applicable sales taxes, on or before the **1st** day of each month, without any demand from us for payment. The Total Rent Installment is payable at the business office for the Community (or such other place of which you are notified in writing). Except as provided by applicable law, you have no right to withhold any of the Total Rent for any purpose, even an Act of God, or to reduce or offset any of the Total Rent payable under the Lease by any of your costs or damages against us. Any amenities we provide to you, including internet service, are provided for your convenience and the failure or disruption of any of these amenities shall not reduce or offset your Total Lease Fee, except as provided by applicable law.

You will pay, as additional rent, a late charge of five (5%) percent of the amount of rent due in the event we fail to receive

an installment of the rent for a period of ten (10) days beyond the due date, both while occupying the Premises and after vacating same. Furthermore, if you provide us with written notice (sent in accordance with Section 20 of this Lease Agreement) specifying the day of the month that any regularly scheduled Government Benefit due Resident is normally issued or mailed, we will not impose a late charge until an installment of rent has not been paid for a period of ten (10) days beyond that date. The Term "Government Benefit" means financial assistance from any Federal, State, or City government benefits program. This shall not constitute a waiver of the right to institute proceedings for rent, damages, and/or repossession of the Premises.

If you elect to make a rental payment or other payment to us, with either a credit card or debit card, you agree to pay Landlord (in addition to the rental or other payment) a Convenience Fee with each such payment. The specific amount of the Convenience Fee will be disclosed to you prior to finalizing the payment using your credit card or debit card.

5. **SECURITY DEPOSIT.** You acknowledge owing us a Security Deposit in the amount of **\$0.00** to be held by us as security for the faithful performance by you of your obligations under this Lease. We will provide you with a separate receipt acknowledging the amount of Security Deposit paid by you. The Security Deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of this Lease or for damage by you or your family, agents, employees, guests or invitees in excess of ordinary wear and tear to the Premises, common areas, major appliances and furnishings owned by us. It is understood and agreed, however, that even though you paid a Security Deposit, rent must be paid when due, in accordance with the terms of this Lease. You have the right to be present when we inspect the Premises in order to determine if any damage was done to the Premises, if you notify us by certified mail of your intention to move, the date of moving, and your new address. Your notice must be mailed to us at least fifteen (15) days prior to the date of moving. Upon receipt of your notice, we will notify you by certified mail of the time and date when the Premises will be inspected. The date of inspection will occur within five (5) days before or five (5) days after the date of moving as stated in your notice. If we sell or transfer the Premises, we have the right to transfer your Security Deposit to the purchaser, or other transferee, and we will no longer be liable for the return of your Security Deposit. Thereafter, you must look to the purchaser or other transferee for the return of your Security Deposit. This will apply every time your Security Deposit is transferred. Your Security Deposit may not be mortgaged, assigned or encumbered by you without our prior written consent.

You have a right to receive, by first class mail, delivered to your last known address, a written list of the charges against your Security Deposit claimed by us and the actual costs, within forty-five (45) days after the termination of your tenancy. We are further obligated to return any unused portion of your Security Deposit, by first class mail, addressed to your last known address within forty-five (45) days after the termination of your tenancy. Our failure to comply with Maryland's Security Deposit Law may result in our being liable to you for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees.

6. **APPLICATION OF PAYMENTS.** All payments from you to us will first be applied to the oldest money owed by you to us, regardless of why the payment may have been tendered or submitted. While we do not have to, we may accept partial payment of the Total Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such of the Total Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.
7. **UTILITIES.** We will furnish the following utilities (through independent third-party providers): Electricity, Gas, Water, Sewer, Garbage Removal, and Heat.

We will pay up to **\$**\_\_\_\_\_ for the utilities noted above; the excess charges for those utilities will be equally divided among the occupants of the Apartment. Your portion of the excess of the utility services invoice will be due within **5** days upon receipt of invoice. Resident also agrees to pay estimated utility overage in excess of allowance, for the last month of the Term with your last installment. The estimated overage will be based on the previous month's overage. Any difference in the actual overage will be billed and/or refunded to Resident. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the Total Rent and after the date of such notice, you are required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted.

You must comply with all the rules and regulations of the applicable utility provider. We will not be liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation any of the rules or regulations of the utility provider.

8. **INTERNET.** We will provide basic level internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the

Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of

the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth.

- 9. RELOCATION.** If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Total Rent, the Base Rent due for such unoccupied bedroom. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon 5 days advance written notice to relocate you to another apartment unit in the Community.

In the event of an emergency, as determined by us, we may relocate you upon less than 5 days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$350.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any rights of consent to any future relocation.

- 10. FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, ordinary wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
- 11. RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit. In our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers, or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks.** You agree that your request for maintenance or repairs shall constitute permission to enter.
- 12. FORCE MAJEURE.** If the Owner/Agent and/or University's performance hereunder is materially hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, flood, casualty, lockout, act(s) of God, riots, terrorism, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, administrative or judicial regulations, order or decree or by any local or national emergency, and/or any other cause or event, similar or dissimilar, beyond the Agent's control, then the Owner/Agent shall be excused from performance of this Lease and will not have any liability in connection therewith.
- 13. INDEMNIFICATION AND INSURANCE NOTICE.** Neither Owner nor Agent shall be liable for any damage or injury to Resident or any other person, or to any property, occurring in the Unit, the Residential Facility or any part thereof, unless such damage or injury is the result of the negligence or willful misconduct of Owner or Agent, their agents or employees. Resident shall be responsible for obtaining fire, extended coverage, and liability insurance with respect to the contents of the Unit. Resident understands that neither Owner nor Agent's insurance cover Resident's belongings from losses not caused by Owner or Agent's negligence. Owner and Agent do not provide insurance coverage any Resident property, located within the Premises. During the term of this Lease, and any renewal or extension of this Lease, **you must, at Resident's expense maintain renter's homeowner's insurance coverage** on the Premises providing for personal liability (bodily injury and property damage) coverage and Owner and Agent strongly recommend that Resident obtain an all-risk policy in addition to marking all valuables for "Operation Identification." Resident may choose, at his/her own risk, to leave personal property in his/her Unit during holidays/breaks/low occupancy periods. However, Agent and Owner strongly encourage Resident to remove any valuable personal property, lock their doors, and take measures to secure their own personal property.
- 14. RELEASE OF LIABILITY AND INDEMNIFICATION.** Owner and Agent shall not be liable for any personal conflict of Resident with co-residents, Resident's guests or invitees, or with any other residents that reside at the Residential Facility. Owner and Agent shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of Owner or Agent; and Resident hereby expressly waives all claims for such death, injury, damage or loss.

Resident agrees to indemnify, defend and hold harmless Owner and Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, heirs, beneficiaries, legal representatives, successors and assigns, from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Resident, Guarantor and Resident's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct of Owner or Agent.

All personal property placed or kept in the Residential Facility, or in any storage room or space, shall be at Resident's sole risk and Owner and Agent shall not be liable for any damages to, or loss of, such property. Resident is encouraged to secure apartment-dwellers', renters or similar insurance to cover any damage or loss to personal property kept by Resident in or about the Residential Facility and Owner and Agent shall not have any liability with respect to the same.

- 15. DAMAGE OR DESTRUCTION OF THE APARTMENT.** If, in our opinion, your Bedroom should become untenantable or uninhabitable during the Lease Term because of damage or destruction by fire or other casualty or unavoidable accident, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Base Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.
- 16. DEFAULT.** You are in violation of this Lease if:
- a. You fail to provide all of the required fees, deposits, and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease.
  - b. You fail to pay the Base Rent or any other amount owed as directed by this Lease;
  - c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
  - d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
  - e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
  - f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
  - g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
  - h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
  - i. Your inability or refusal to adjust to the concept and requirements of living in a multi-occupant apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
  - j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
- 17. REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this Section or as required by applicable law), in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
  - b. Cease providing you with internet service;
  - c. Sue to collect past due Base Rent and any other damages incurred because of your violation of the Lease;
  - d. Terminate the Lease and/or your right to occupy your Bedroom and institute an action to have you removed from the Apartment;
  - e. Terminate your right to occupy your Bedroom and institute an action to have you removed from the Apartment, but not terminate the Lease or end your monetary obligation for the Bedroom;
  - f. Sue to collect all unpaid Total Rent and other sums which would become due until the Ending Date of the Lease;
  - g. Report all violations to credit reporting agencies; and
  - h. Do any combination of a, b, c, d, e, f or g.
  - i. As to a default for failure to provide a guaranty or security deposit, within **10** days of our execution of this Lease. In addition to terminating your right to occupy the Apartment under the Lease, we will charge you the Base Rent Installments which come due until such time as a new resident is placed in your Bedroom as our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

**The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Even if we accept Base Rent or other sums due from you after you are given notice to vacate your Bedroom and leave the Apartment or a suit is filed against you to have you removed therefrom, such acceptance of Base Rent does not waive or diminish our continuing rights to have you removed**

from the Bedroom and Apartment or any other contractual or statutory right unless we specifically agree to it in writing.

**18. RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.

**19. CONDITION OF PREMISES.**

**a. Acceptance of Apartment.** When the Premises are made available for your occupancy, it will not contain conditions which constitute, or if not promptly corrected will constitute, a fire hazard or a serious and substantial threat to the life, health or safety of occupants. Upon your written request (sent in accordance with Section 20 of this Lease) within fifteen (15) days of occupancy, you will have the right to have the Premises inspected by us, with you present, for the purpose of making a written list of damages that exist at the commencement of your tenancy. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**

**b. Duty to Maintain.** We shall be responsible for repairs to the Apartment, its equipment and appliances furnished by us, except as provided herein. You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment.

You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Community Areas; (ii) mold or mildew growth in or on the Apartment (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.**

**c. Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you notice.

Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this Section will continue after the ending of this Lease.

**20. RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to rent your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, national origin, ancestry, age, marital status, physical or mental disability, sexual orientation, or gender identity or expression. In the event of a refusal, you shall be refunded, if applicable, any prepaid Total Rent.

21. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Total Rent unless we agree in writing to accept a lesser sum. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
22. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition, ordinary wear and tear excepted. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind.
- Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Section 17 above
23. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease
24. **CONSENT TO JURISDICTION.** This Lease has been entered into in the City of **Baltimore** in the State of **Maryland**. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within the City of **Baltimore, Maryland**.
25. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of **Maryland**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
26. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
27. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
28. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.
29. **GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned Resident of the leased Bedroom and the Guarantor where applicable.
30. **HEADINGS.** The headings preceding each Section herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
31. **ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. You cannot lease, sub-lease or license any part of your Bedroom or the Apartment to another person except as provided herein. You may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a qualified person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$325.00** assignment fee must be paid by you prior to the assignment and the new resident must fully

execute a lease before the assignment will be considered complete.

- 32. SUBLETTING:** Resident agrees that the Bedroom and Apartment shall not be assigned nor sub-let to any other person without the express written consent of the Management. Resident understands and agrees that a violation of this provision is grounds for the termination of Resident's occupancy for cause.
- 33. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 34. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be a tenant of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
- 35. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 36. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 37. HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay a holdover base fee in the amount of **\$150.00** per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you. If you continue to occupy the Premises after the expiration of this Lease, or any renewal or extension of this Lease, and we consent to your continued occupancy, your occupancy will (unless we otherwise agree in writing) be under a month to month tenancy, at twice the rental payable hereunder just prior to you holding over, which will continue until either of us mails notice to the other (pursuant to Section 20 of this Lease) at least two (2) months before the end of any calendar month, that the party giving such notice elects to terminate the tenancy at the end of the second calendar month. As long as you are in possession of the Premises, all of your obligations and all of our rights applicable during the term of this Lease will be equally applicable during the continued period of occupancy.
- 38. NOTICES; ELECTRONIC NOTIFICATION.** Except as required by applicable law or this Lease, when a notice is required to be given pursuant to this Lease, the notice may be given by email; provided, however, that in the event applicable law or this Lease requires notice by specific means, such notice must be sent by the means specified by applicable law or this Lease. **Notices regarding the disposition of your security deposit, notices modifying any term, covenant, rule or regulation of this Lease or notices from either party to the other terminating this Lease or possession of the Premises may not be given electronically and must be in writing.** Subject to the foregoing sentence, all notices from you to us must either be sent by certified mail, return receipt requested, and addressed to us at 929 N Wolfe Street #Office Baltimore, MD 21205 or via email to the business email of the Community Manager.
- By providing a current and accurate email address or cell phone number, you will be deemed to have elected and agreed to accept notice via email and/or text messaging** (\*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. All notices from us to you must be emailed to the address (if any) provided by you, texted to the cell phone number provided to you, delivered personally or to the Premises, or sent by First Class or Certified Mail, addressed to you at the Premises. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. If more than one person is the Resident under this Lease, notice given to or by any one of them shall bind all.
- 39. PARKING.** Parking availability will be handled through JHMI Parking Department which is separate from this Lease, and subject to the agreement between you and operators of such garage. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its contents. You are advised to obtain appropriate vehicular insurance coverage.
- 40. PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates,

successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.

41. **SMOKE ALARM.** We have installed at least one smoke alarm in the Premises and that alarm(s) is in good condition and proper working order as of the beginning of the Lease term. We are responsible for the installation, repair, maintenance and replacement of smoke alarms required by law. You are responsible for the regular testing of all smoke alarms in the Premises. You must notify us in writing of the failure or malfunction of a smoke alarm, which must be delivered to us by certified mail, return receipt requested, or by hand delivery to us, or our agent, at the address used for the payment of rent.

We will provide you with a written receipt of any notification of a failure or malfunction of a smoke alarm that is delivered by hand. We must provide written acknowledgement of the notification and must repair or replace the smoke alarm within 5 calendar days after receiving the notification. You assume all liability to test the alarm(s) and hereby waive and exonerate us from any and all liability resulting from any defective alarm(s) which you did not specifically report to us in accordance with this Section. You agree not to obstruct, remove or tamper with any smoke alarm or otherwise render the smoke alarm inoperative, or permit the alarm(s) to be obstructed, removed, tampered with, or otherwise rendered inoperative.

42. **CARBON MONOXIDE ALARM.** If required by statute, we have supplied and installed one or more carbon monoxide alarms ("Alarm") in a central location outside of, and audible in, each sleeping area in the Premises and have provided you written information on alarm testing and maintenance, which written information you acknowledge having received.

43. You agree that you are able to, and will, test and maintain the Alarm according to the manufacturer's guidelines and replace batteries as needed. Except as needed for repair or routine maintenance, you agree not to remove or disconnect any Alarm or remove batteries (except to replace the batteries) and will not render any Alarm inoperative. You must immediately notify us, by certified mail, of any malfunction or other problem with the Alarm.

44. **MILITARY.** If at the time you entered into this Agreement, you were on active duty with the United States military, and should you subsequently receive permanent change of station orders or temporary duty orders for a period in excess of three months, any liability for rent under this Agreement may not exceed:

a. Thirty days' rent after written notice and proof of the assignment is given to us; and

b. The cost of repairing damage to the Premises caused by your act or omission.

If at the time you executed this Agreement, you were not a member of the United States military, you may terminate this Agreement at any time after your entry into military service, or the date of your military orders for a permanent change of station or to deploy with a military unit for a period of not less than ninety (90) days. Termination of this Agreement under such circumstances shall be made by your delivery of written notice of such termination, and a copy of your military orders, to us. Delivery of such notice shall be in accordance Section 34 of this Agreement. Termination of this Agreement will be effective thirty (30) days after the first date on which the next rental payment is due and payable after the date on which the notice specified aforesaid is delivered.

You must promptly notify Owner in writing (in accordance with Section 34 of this Lease) if any person who constitutes a resident hereunder enlists in the United States military, is discharged from the United States military or who becomes an active duty member of the United States military during the term of this Lease or any renewal or extension thereof.

45. **GUESTS AND OVERNIGHT STAYS.** You may have guests in the Apartment and your Bedroom at any reasonable time. Guests do not have any rights under this Lease. Guests may not be given access keys at any time. You must be present in any access controlled areas of the Community, including your Apartment and/or Bedroom any time that you have guests and may not leave them unattended. You will be responsible for all of the actions, damage, or violations of this Lease by any of your guests. Guests, which include other residents of the Community, may stay overnight in your bedroom for a total of 5 nights per month, but only three (3) consecutive nights each month, and in no event more than thirty (30) days during the Lease Term. If we suspect and/or have evidence that a guest has stayed overnight beyond the maximum number of nights set forth in this Lease, you may be found in default of this Lease.

46. **MISSING PERSONS POLICY.** Under federal law (The Higher Education Opportunity Act), you have the right to confidentially register the name and contact information of an individual that you would like to be contacted (within twenty-four (24) hours) if it is determined that you are missing from the Community and/or your whereabouts are unknown for a period of twenty-four (24) hours or more.

47. **QUIET ENJOYMENT.** The only covenant of quiet enjoyment applicable to your tenancy, express or implied, is that established by Section 8-204 of the Real Property Article of the Annotated Code of Maryland.

48. **GOVERNMENTAL CITATIONS.** You must reimburse us the cost of any fine or penalty, and any reasonable attorney fees paid or incurred by us, as a result of an Environmental or Code Citation or a decision of a governmental board or agency when the violation is a result of any act or omission by you or by your family, agents, employees, guests or invitees, or where the building in which the Premises is located is a single family dwelling and the act or omission which



resulted in the issuance of the Citation or imposition of the fine was not our responsibility under this Lease and was not committed by us.

**49. PACKAGES, PARCELS, ETC.** In the event we provide a facility for receiving and delivery of packages and parcels, for or on your behalf, you, at your sole risk, may utilize our facility together with any services that we may provide in connection with the operation of that facility. Since we do not charge for this service, we assume no liability for any package or parcel left in our facility or in connection with the delivery of any package or parcel. It is the responsibility of the delivery company (i.e. Fed Ex, UPS, etc.) to notify you of package delivery. If any package or parcel belonging to you or any occupant of the Premises is placed in the custody of any of our employees for safekeeping or for delivery to you or any occupant of the Premises, then that employee will be deemed your agent, and we are released from any and all loss, damage or expense in connection with that package or parcel.

**50. PEST CONTROL.** If we notify you of a scheduled extermination of the Premises, and you fail to prepare the Premises for such extermination in accordance with our instructions, you acknowledge that by your failure to comply with our instructions, you will prevent our exterminator from properly exterminating the building in which the Premises are located. If that occurs, you will be liable for any damages or losses sustained by us as a result of your actions and you will have materially and substantially breached this Lease.

In addition, you agree that your obligation to keep the Premises in a neat, clean, good and sanitary condition includes keeping your clothing, furniture, bed frames, mattresses, bedding, curtains and storage closets free of bed bugs and their eggs.

If you suspect a bed bug infestation within the Premises, you must immediately notify us of your suspected infestation at which time we will hire a licensed pest control operator to confirm the infestation. If there is a bed bug infestation, the licensed pest control operator will develop an integrated treatment and eradication plan. The cost of inspection and treatment of the infested area will be at your expense. You will be obligated, at your expense, to immediately have the Premises and your furniture, mattresses or other affected property prepared for treatment and, if applicable, removed from the Premises and have the infested area cleaned. In the event that you fail to grant access, prepare the Premises for treatment, or fail to permanently remove infested personal property from the Premises, you acknowledge that you will be liable for any damages or losses sustained by us as a result and you will have materially and substantially breached this Lease.

If you vacate the Premises and a bed bug infestation of the Premises is later discovered, you will be responsible for the cost of inspection, treatment, eradication and cleaning of the Premises. In the event that a bed bug infestation spreads from the Premises into other areas of the building, whether next to, above or below the Premises, you will also be held responsible for the expense of inspection, treatment, eradication and cleaning of those other areas.

**51. STUDENTS.** If you are a college or university student, a violation of your college or university student code of conduct, community standards or the like will be a violation of this Lease.

**52. ADDITIONAL RENT.** We may, upon mailing two (2) months' prior written notice to you (sent in accordance with Section 20 of this Lease), increase the unpaid balance of the rent due under this Lease, or any renewal or extension of this Lease, and each unpaid monthly installment of rent, to reflect your pro rata share, as reasonably determined by us, of any tax, assessment, levy, fee or surcharge, including any utility or environmental tax, assessment, levy, fee or surcharge (other than any income, excess profits, inheritance or estate tax), assessed to us and relating to the Premises or the rental community in which the Premises is located, by any governmental authority where the tax, assessment, levy, fee or surcharge either did not exist at the beginning of this Lease or the rate of such tax, assessment, levy, fee or surcharge is increased during the term of this Lease or any renewal or extension of this Lease.

**53. GOVERNMENT IMPOSED FEES AND CHARGES.** We will initially pay the following government-imposed fees and charges ("Government Receivables") for the apartment community in which the Premises is located: Bay Restoration Fee, Sewer Service Fee or Sewer Service Charges, Storm Water Remediation Fee, Water Benefit Fee and Water Distribution Fee.

You agree, however, to reimburse us on or before the FIRST day of each calendar month, as additional rent, one twelfth (1/12) of your pro rata share of our than most recent annual Government Receivables for the apartment community in which the Premises is located (the "Government Receivables Bill") during the term of this Lease and any renewal or extension of this Lease. In the event any portion of the Government Receivables are paid by us on a quarterly basis, you agree to reimburse us on or before the FIRST day of each calendar month, as additional rent, one third (1/3) of your pro rata share of our than most recent quarterly bill for that portion of the Government Receivables. Your pro rata share shall be computed as follows: we will not be reimbursed for fifteen percent (15%) of the Government Receivables. Eighty-five percent (85%) of the Government Receivables are to be reimbursed by the tenants of the apartment community in which the Premises is located based on the ratio that the number of authorized tenants and occupants in each apartment in that apartment community bears to the total number of authorized tenants and occupants of all

apartments in that apartment community as of the first day of each month during the term of this Lease and any renewal or extension of this Lease.

You understand and agree that reimbursement for such Government Receivables will vary depending on the fees and charges charged by the various governmental agencies, the number of authorized tenants and occupants in each apartment in the apartment community and other factors.

**YOUR SIGNATURE AND THE DELIVERY OF THIS LEASE TO US CONSTITUTES AN IRREVOCABLE OFFER TO LEASE. THIS LEASE IS NOT BINDING ON US UNTIL WE ACCEPT YOUR OFFER. ONCE WE ACCEPT YOUR OFFER BY SIGNING BELOW, THIS IS A FULLY BINDING CONTRACT AND ANY FAILURE ON YOUR PART TO PROVIDE THE REQUIRED PAYMENTS OR DOCUMENTS CONSTITUTES A DEFAULT.**



## **RULES AND REGULATIONS**

This document is incorporated by reference into the Lease between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in **929 Apartments**, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you and may result in termination of the Lease. Additional rules and regulations can be found in the Handbook online at [www.live929.com](http://www.live929.com). Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

**First:** If there is a complaint we will investigate and if we conclude that the complaint is of merit, we will issue a written warning to you outlining the violation.

**Second:** If there is a second complaint we will investigate and if we find that the complaint is of merit, you will be assessed an administrative fee, commensurate with the offense, which you must pay immediately.

**Third:** If there is a third complaint we will investigate and if we conclude that the complaint is of merit, you will be assessed an administrative fee, commensurate with the offense, which you must pay immediately. Your Guarantor may be notified, and we may, but are not obligated to, terminate your occupancy in accordance with the Lease and applicable law.

1. Solicitation and/or canvassing of any kind, without our prior written consent, is not permitted in the Community. You are required to obtain permission from us for any such activity.
2. You will not use any part of the Community for any commercial business or purpose. You will use and occupy your Bedroom, the Apartment and the Community in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental agency having jurisdiction.
3. You will not erect any signs anywhere in the Community, or any exterior wires, aerials, satellite dishes, etc., in any area of the Community where you do not have exclusive access. Room entrance doors, ceilings, windows, drapery rods and trim should remain free of nails. All decorations should be of a temporary nature and not permanently deface or damage your Bedroom or the Apartment. No posters, sheets, parachutes, fishnets, stickers or materials of any kind are allowed on ceilings or in the windows. Adhesive materials may not be attached to any surface of the Apartment.
4. Pets are not permitted in or about the Apartment without our express written consent, except for fish in an aquarium that can be no larger than 10 gallons. Pets will be approved in accordance with our pet policy and you must execute a pet addendum and pay a pet deposit and/or fee in order to have a pet in the Apartment. If an unapproved pet is found in the Apartment, the following will apply:

**First:** A written warning will be issued to you specifying the complaint and a **\$100.00** charge will be assessed against you. **The pet must be removed from the Community immediately.** You will also be responsible for cleaning and/or replacement of carpet due to any damage by the pet(s) and for charges incurred for pest control treatment.

**Second:** Upon a second violation, a **\$200.00** charge will be assessed against you, and we may declare the Lease to be in default.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and, if their request is approved by us, execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation may be considered a criminal offense to the extent allowed by law and the person or persons**

**responsible will be reported to the police.**

6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, and anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills, charcoal or gas, are not allowed on the 9th floor rooftop terrace.
9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways, fitness room, club room, lobby or terrace. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-occupant and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Community Areas or within 100 feet of any entrance to the Community. This includes smoking involving any kind of device and any kind of substance. E-Cigarettes are also not allowed. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any entrance to the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the Apartment or Community as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
12. Keys and key cards belong to us and must be returned to us by the end of your occupancy of the Bedroom. Charges of **\$25.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs. The replacement costs for keys is **\$10.00** for metal key, **\$25.00** for electronic key card, **\$10.00** for bedroom key, **\$10.00** for mailbox key. You must comply with posted Rules and Regulations.
13. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, Common Community Areas, or anywhere in the Community. These items must be placed in the trash containers provided in the room on your floor. It is your responsibility to properly dispose of them. Waste should be placed in the trash chute and recycling should be placed in the blue container. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the Apartment at any time and assess fines up to **\$50.00** for each item that we must remove.
14. **No gathering, unless sponsored by us, may exceed 10 persons. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a permit to do so. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you. Please be mindful of noise and trash in the Club Room and Terrace. Though these are meeting and social spaces, noise must be kept to a minimum at all times so as not to disturb others. Violations could put your housing in jeopardy and/or result in citation by the Baltimore Police Department.**
15. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:
  1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
  2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
  3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
  4. If you are away from the Apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
  5. Notify us immediately if you see any evidence of damage or water leaks.

We will be vigilant in protecting the Community by checking the Apartment to make sure you have followed these Rules and Regulations. Our activities in no way diminish your responsibility to take these precautions. These precautions are essential in order to avoid substantial damage to the Apartment from broken pipes. If you have failed to take these precautions, you may be liable for damages to the Apartment and any other property damage caused by your failure to follow these Rules and Regulations. You will be charged and invoiced promptly for any service, plumbing calls or property damage caused by your failure to take necessary winterizing precautions. As you are aware, you are strongly

encouraged to purchase insurance to cover liability you may have for damage to our property and the property of others. We strongly encourage you to purchase insurance to cover damage to your personal belongings. The Owner assumes no liability for personal loss.

- 16.** You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Apartment without our prior written consent.
- 17.** As a convenience, we may accept mail/UPS/FedEx Packages on your behalf, however, we will not be held responsible for accepting the packages in the event of theft, damage, or other loss. You must show your valid picture ID to retrieve your package.
- 18.** Self-balancing scooters, e.g. battery operated scooters, hands-free Segways, and hover boards may not be operated, charged, or stored in the residential units, buildings, Common Areas, parking areas, or the grounds of the Community.