



UNIVERSITY SUITES

University Suites at Coastal Carolina Lease Agreement (the "Lease")

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF LANDLORD AND RESIDENT. NO ORAL REPRESENTATIONS SHALL BE BINDING ON EITHER PARTY

Landlord: *University Suites at Coastal Carolina, LLC (DBA Suites, Inc.), or its designee*

Resident: _____

Premises: Exclusive Use of Town home Unit: _____ Bedroom No X (Initials required) within town home unit (the "Unit") _____, within University Suites at Coastal Carolina ("University Suites"), together with a non-exclusive right as a co-occupant with other residents of the Unit in the kitchen, living room, patio and other non-exclusive areas of the Unit, and also together with a non-exclusive license in the Common Areas (defined herein) located within the University Suites at Coastal Carolina residential housing development (hereinafter "University Suites") SUBJECT HOWEVER, to the terms and conditions of this Lease and the Rules & Regulations currently in effect and as may be amended, modified or adopted from time to time.

Address of Property: 2241 Technology Drive Conway, South Carolina 29526

Lease Term: Commencing _____, _____ at 10:00am (am/pm) and ending _____, _____ at 12:00pm. (12 months)

Total Term Rent: Total Rent of \$ payable in **twelve** payments of \$ the "Rent", beginning on _____, _____, and due on the first day of the month thereafter.

Base Rent: \$ _____
Water: \$ _____ included in base rent _____
Internet/Cable \$ 25.00 _____
Furniture Package \$ 50.00 _____
Electricity \$ 37.50 _____

Total Rent: _____ \$ _____

Security Deposit: \$200.00 (addendum attached) _____ X (initials required)

Administrative Fee: \$100.00 (non-refundable) _____ X (initials required)

Application Fee: \$35.00 (non-refundable) _____ X (initials required)

Utility Set Up Fee: \$50.00 (non-refundable) _____ X (initials required)

Carpet Cleaning at Move Out: \$50 fee at move out, per resident. _____ X (initials required)

 (if Selected): **Four Bedroom Package:** Under this Lease, the Landlord agrees to provide the following utility services: electric, water, sewer, local phone, cable, & internet. _____ X (initials required). To avoid excessive and unnecessary utility usage, the Landlord reserves the right to bill the Resident, as additional Rent, for any combined monthly utility usage exceeding \$150.00 per month for the Unit as a whole divided by the number of co-occupants in the Unit.

 X **1. PREMISES:** This Agreement is made and entered into this _____ day of _____, 20 with regard to the Premises described above. The Unit, of which the Premises is a part, consists of **four (4), one (1) bedroom suites** each with a private bath and walk in closet, one (1) kitchen and one (1) living room area and a patio. It is understood that the Premises consists of the exclusive use and occupancy of one (1) of the bedroom suites and a non-exclusive right as a co-occupant in the use and occupancy of the kitchen and living room areas and patio with the other co-occupants of the Unit. Landlord reserves the right, in its sole and absolute discretion, to fill any and all vacant bedrooms within



a Unit. Bedrooms within a Unit which are not under lease with Landlord may not be used or occupied by Resident or any other person that is not properly authorized by Landlord. Vacant unrented rooms are to remain locked and will be inspected at Landlord's discretion in accordance with the provisions of this Lease. Landlord will make reasonable efforts to place co-occupants with similar interests together in the same unit. In no event is Landlord liable, directly or indirectly, for the conduct and/or damages resulting from disputes, disagreements and/or conflicts with co-occupants. If conflict arises between you and a co-occupant(s), it is not considered grounds for termination of this Lease. **MATTERS OR DISPUTES between Occupant and other co-occupants of the Unit or elsewhere at University Suites must be settled between such co-occupants, and the co-occupants of the Unit shall not involve the Landlord.**

The Premises are leased to Resident in a _____ furnished or _____ unfurnished condition. The Premises includes the interior of the Unit only, extending from the painted surfaces of the interior walls, and no item shall be installed on the exterior of a Unit. Landlord hereby grants the Resident a non-exclusive license to use all driveways, parking areas, walkways, hallways, landscaped areas, and other Common Areas located on Landlord's property or under the Landlord's control which are intended for common use (the "Common Areas"), such usage to be in common with the usage by Resident and other occupants and their respective guests, invitees and licensees. However, Resident shall use such Common Areas in a legal and safe manner and must not damage any landscaping or improvements. Landlord may impose such rules, regulations and restrictions on the use of the Common Areas, as Landlord deems appropriate. Landlord shall be entitled to control the entry upon the Common Areas by Resident's guests or agents, furniture movers, deliverymen, solicitors or salesmen. Landlord shall have the unrestricted right to increase, reduce, eliminate, relocate or change the size, dimension, design or location of the Common Areas, or conduct any other improvements on Landlord's property or under Landlord's control from time to time in any manner whatsoever, as Landlord shall deem proper. Resident shall use all Common Areas in a prudent, reasonable, inoffensive, and safe manner, and in compliance with the Rules & Regulations.

 X 2. TERM: The term the Lease shall be for the period stated above, commencing at the hour and day shown above and ending on the hour and day shown above. Landlord shall exercise a good faith effort with respect to delivering possession of the Premises to the Resident on the commencement date of the Lease Term. Subject to the provisions of the South Carolina Landlord Tenant Act, in the event that Landlord does not deliver possession of the Premises to Resident on the commencement date of the Lease, Rent shall abate for one (1) day for each day that possession of the Premises is delayed. If Resident accepts alternative housing from Landlord prior to delivery of the Premises, Rent shall not abate. If Landlord does not deliver possession of the Premises to Resident within five (5) days following the commencement date of the Lease Term, the Resident may cancel this Lease by written notice without further obligation and the entire Security Deposit shall be refunded. This Lease does not allow an early termination option. (Please see Section 12 for sublease and assignment requirements.) This Lease may not be terminated except as expressly set forth herein. It is expressly understood that the Lease is for the entire Lease Term set forth above notwithstanding whether the Resident (1) takes occupancy of the Premises, (2) transfers, withdraws, loses his or her scholarship, or is dismissed from school, or (3) is no longer a resident of the area. Accordingly, the Resident's obligation to pay Rent hereunder (and the Guarantor's obligation to insure payment of the same) shall continue for the entire Lease Term and until all sums due to Landlord have been paid in full.

 X 3. SECURITY DEPOSIT: In addition to any prepaid Rent that might be required, Resident contemporaneously with the execution of this Lease deposits with Landlord, or its agent, the above stated sum as a Security Deposit to be held in escrow by Suites, Inc. , which may or may not be deposited in an interest bearing account. Resident acknowledges and agrees that the Security Deposit is not required to be held in a separate account and Resident is not entitled to any interest accrued. Upon commencement of the Lease Term, the Security Deposit will be retained by Landlord and refunded no later than thirty (30) days after the last day of the Lease Term together with an itemized statement of any amounts deducted by Landlord. **Resident may not apply the Security Deposit toward the last month's Rent or any other obligation to pay Rent, late fees or fines hereunder.** It is the Resident's responsibility to provide Landlord, in writing, the forwarding or new address to which the Security Deposit will be sent. The Security Deposit is a good faith deposit for Resident's fulfillment of each condition of this Lease, including the payment of Rent, and against physical damage to the Premises or failure to follow proper check out procedures by Resident. Resident understands and agrees that any damage or destruction to the Unit over and above normal wear and tear will be the sole responsibility of the Resident. Any damage or destruction discovered upon Resident vacating the Premises will be assessed and deducted from the Security Deposit tendered to Landlord or its agent. Any damage or destruction which exceeds the Security Deposit shall be billed to Resident directly with payment immediately due to Landlord.

Upon vacating the Premises, Resident shall remove everything, including personal belongings and trash, and leave the Premises in good, clean condition, free of damages except reasonable wear and tear. Excessive dirt, marks and holes in walls are above general cleaning and reasonable wear and tear. Stains and cigarette burns on carpet and vinyl are damage for which the Landlord shall charge Resident. Upon Resident's surrendering possession of the Premises at the termination of this Lease, the Resident and the Landlord shall jointly inspect the Premises and complete the Move-Out Inspection portion of the Inspection Report attached as Exhibit C hereto, listing any damage done to the Premises during the Lease Term which is the basis for any charge against the Security Deposit and the estimated dollar value of such damage. Resident agrees to leave all utilities on until the Move-Out Inspection is completed. The cost of having power or utilities turned on to complete the inspection shall be the responsibility of the Resident. The Landlord and Resident shall sign the Inspection Report. However, if Resident refuses to sign the Inspection Report, the Resident must state specifically, in writing, the items on the Inspection Report to which the Resident disagrees. If Resident does not provide written disagreement within five (5) days of the inspection or if Resident is not present at the Move-Out Inspection or fails to follow the described move-out procedures and return all keys to Landlord, it may result in partial or full forfeiture of the Security Deposit, but in no event shall such forfeiture be construed as liquidated damages.

 X 4. RENT: Resident shall pay to Landlord the Rent set forth above every calendar month in advance as rental for the Premises, payable in advance without demand, abatement or set-off, delivered to the clubhouse office at 2241 Technology Dr. Conway, SC 29526 or at such other places and to such other persons as the Landlord may designate in writing. Rent is due on or before the first (1st) day of the month during the Lease Term and is late after 5:00 p.m. on the fifth (5th) day of the month. A late fee of ten (10%) percent will be due on the sixth (6th) day of the month and late fees shall



accrue at ____ (\$____.00) dollars every day thereafter. Resident acknowledges that the full amount of the Rent is due even though the Lease Term may not encompass a full 365 days. IF MAILED, THE RENT AND ALL OTHER SUMS DUE UNDER THIS LEASE SHALL BE MAILED IN SUFFICIENT TIME AND WITH ADEQUATE POSTAGE THEREON TO BE ACTUALLY RECEIVED BY LANDLORD NO LATER THAN THE DUE DATE. **ANY RENT NOT ACTUALLY RECEIVED BY LANDLORD ON OR BEFORE THE FIFTH (5th) DAY OF THE MONTH SHALL BE DELINQUENT AND IN DEFAULT. LANDLORD RESERVES THE RIGHT TO SUSPEND INTERNET AND CABLE SERVICE TO THE UNIT IF RENT IS NOT PAID BY THE SIXTH (6th) DAY OF THE MONTH.**

IF YOU DO NOT PAY YOUR RENT ON TIME: This is your notice. If you do not pay your rent within five (5) days of the due date, the Landlord can start to have you evicted. You will get no other notice as long as you live in this Unit. Resident acknowledges that partial payments are not acceptable under this Lease whether or not Landlord accepts such payments. Full monthly payment will still be due, even if Landlord accepts or cashes a check for partial payment. Resident shall pay a **\$50.00** handling charge for each dishonored check, and if appropriate, the late charge set forth above. Returned checks must be redeemed by cashier's check, certified check or money order. If Resident tenders payment by checks which are subsequently dishonored twice during the Lease Term, the Resident shall be required to make future payments by money order only. All monies received by Landlord shall be applied first to non-rent items (outstanding charges such as, but not limited to, late charges, cleaning service fees, return check charges or damages incurred by or on behalf of Resident), and then to Rent as it becomes due. Landlord shall also have the right to refuse payment in the form of cash for monies due hereunder for security and accounting purposes. Resident shall remain liable for any unpaid utilities in proportion to his actual usage of the same in excess of any cap stated in this Lease (if stated), but if such actual usage cannot be determined, then the undersigned shall be liable for a pro-rata share of the utilities based on the number of co-occupants occupying the Unit during the time period in question.

 X 5. LEASE GUARANTY: The Landlord will require, as a condition of this Lease, a parent, binding person; or sponsor's (the "Guarantor") written Guaranty (attached as Exhibit B) of payment and performance under this Lease, which Guaranty constitutes an essential inducement for the grant of this Lease by Landlord, directly from the Guarantor for the benefit of Landlord, and Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Resident acknowledges that this Lease is an essential necessity of Resident, and that Resident shall be fully bound by all of the terms and conditions hereof irrespective of Resident's age or legal status. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of this Lease, including but not limited to payment of Rent, and shall not be construed as a release of the Resident's responsibilities and obligations hereunder.

 X 6. MAINTENANCE REPAIRS & EMERGENCIES: Resident will take good care of the Premises and Unit and will report promptly to Landlord any repairs which are necessary to maintain the Unit in a tenable condition. Lack of such notification may result in Resident being charged for repairs. The need for repairs should be reported to the office immediately. Landlord shall, upon actual receipt by Landlord of such notification, act with reasonable diligence in making such repairs, and this Lease shall continue and the Rent may not be abated. Landlord may temporarily interrupt utility service to the Unit in order to facilitate repairs and to avoid damage to property. **NO RESIDENT INCURRED EXPENSE SHALL BE DEDUCTED FROM THE RENT UNDER ANY CIRCUMSTANCE.** Any repairs or replacements necessitated by breakage to equipment as a result of Resident negligence or misuse will be charged to the Resident and will be due and payable within ten (10) business days from the date Resident is billed. Landlord shall have the right to make repairs and renovations at reasonable times. Resident shall pay for damages to property caused by fault or negligence of Resident or Resident's guests, visitors, and/or invitees. Any damage will be charged to the Resident and will be due and payable within ten (10) business days. Nothing in this section will limit the right of the Landlord to pursue an action against others who may cause damage to the Premises and/or Unit. **Locks and keys:** No additional locks, door knockers, bolts or peep holes shall be installed on any doors of the Premises without prior written consent of Management. **Lock out policy:** During office hours, Management will assist the Resident at no charge. After hour lock outs are the responsibility of the Resident and a locksmith may be necessary. Management will not incur any lockout expenses. All expenses incident to a lock out are the sole responsibility of the Resident. **Maintenance Emergencies:** The following constitutes a maintenance emergency: (1) Fire (Call 911), (2) Sewage backup, (3) Major plumbing leaks, (4) No heat if the temperature is 58 degrees or below, (5) frozen water line or (6) Electrical failure. Lack of or inadequate air conditioning is not considered a maintenance emergency. Should a maintenance emergency arise after office hours, contact the maintenance department via pager at 843-231-1018 and follow the instructions. Non-emergency maintenance requests may be called in to the leasing office or placed on line at www.universitiesuites.net

 X 7. INTERIOR: Resident shall not make any alterations to the Premises, the Unit or any fixtures. Resident shall not use any appliances or fixtures other than those supplied, without prior written consent of Landlord. Any improvements will become a permanent part of the Premises and may not be removed at termination of the Lease; however, Landlord reserves the right to require Resident to return the Premises to its original condition. Sheets, blankets, etc. are not to be hung in place of existing window blinds. Combustible fuels are not permitted in or upon the Premises or around the Unit. All equipment, appliances, or amenities must be used for the purpose intended. No more than twenty-five (25) people are allowed in the Unit at any one time, subject to the Rules & Regulations. Resident shall keep the Premises and Unit in clean and sanitary condition and free of vermin and other pests. Resident shall have the carpet professionally cleaned by a cleaning company, approved by Landlord, at the termination of this Lease (receipt required and must be submitted prior to Move-Out Inspection). Residents may choose to paint the interior of their Unit with preapproval from Landlord. If so, it is the Resident's responsibility to return the Unit to its original color prior to vacating. If the Resident fails to comply with this provision, Resident will be charged for the cost of restoring the interior of the Unit to its original color. Resident has no authority to incur any debt or make any charge against the Unit, or to create any lien against the Unit for any work done or material furnished, or to act as agent for Landlord at any time or for any purpose.

 X 8. EXTERIOR: No exterior alterations are permitted. No outside antennas or satellite dishes are to be attached to any part of the Unit or extend beyond the Premises or Unit. All window coverings must show white from the exterior. Tinting, signs or banners may not be placed over windows where they can be seen from the exterior of the Unit. Flags, signs and



banners may not be hung from windows, patios or any area that may be visible from the exterior of the Unit. No vehicle maintenance is permitted on or within the Common Areas.

 X 9. RULES & REGULATIONS: Resident, Resident's guests and others present with Resident's consent shall strictly comply in all respects with the Rules & Regulations (attached hereto and incorporated herein as Exhibit A). Resident hereby specifically assents to and accepts as part of this Lease the Rules & Regulations currently existing relating to the Premises and Unit and which have been provided to Resident at the time of execution of this Lease. Resident agrees to be bound by these Rules & Regulations. Resident agrees that these Rules & Regulations are intended to promote the convenience, safety, and welfare of the occupants at University Suites, preserve Landlord's property from abusive use, and to make a fair distribution of services and facilities held out for the occupants generally. Certain Rules & Regulations, or amendments to the currently existing Rules & Regulations, may be implemented by Landlord after the execution of this Lease which set forth certain restrictions relating to the use of the Premises, Unit, and/or Common Areas.

 X 10. DAMAGE BY RESIDENT: The Premises, furniture, fixtures, and certain other items will be under the control of Resident, and Resident agrees to keep the Unit, furniture, fixtures, and other items in a clean, sightly and sanitary condition and free of all vermin and rodents and in good order and repair. Resident shall pay to Landlord upon demand the amount of any loss, property damage, or cost of repairs and service incurred by Landlord which is caused by Resident, his or her guests or others at the Unit or on the Landlord's property with Resident's consent, intentionally, negligently or by improper use of the Premises or Unit, furniture, fixtures, or any other items or to other Units or property owned by Landlord. Such damage includes any damage to furniture, fixtures, plumbing, electrical or cooling and heating systems. Resident shall be responsible for all plumbing stoppages occurring in lines exclusively serving the Unit unless such stoppages are caused by faulty design of the plumbing system or clogged lines outside the Unit. Resident shall be responsible for any damage caused by freezing water pipes, if such freezing is the result of Resident's failure to maintain sufficient heat in accordance with the Rules & Regulations. The undersigned's liability for damages exceeding normal wear and tear to non-exclusive areas of the Unit is not limited but rather joint and several with co-occupants.

 X 11. USE AND OCCPANCY: The Unit shall be occupied only by persons listed as "Resident" on a lease with Landlord. Resident shall physically occupy the Premises at all times during the Lease and shall not abandon or vacate the Premises. The Premises and Unit shall be used for residential purposes only. In no event shall the Unit or Common Areas be used in any of the following manners nor for any of the following purposes: (a) any illegal usage in violation of any laws, codes or ordinances; (b) any manner which creates or permits a nuisance or trespass; (c) any manner which violates or increases the rate of insurance on the Unit or any of Landlord's property or property under Landlord's control; (d) any manner which produces, reproduces or transmits sounds which are audible outside the Unit; (e) any manner which emits an odor outside the Unit; or (f) any hazardous or wasteful manner that might cause fire or other damage. Resident agrees to keep and maintain the entire Unit in good order and repair and in clean condition. Resident shall notify Landlord of any anticipated absence of four (4) to fifteen (15) days from the Unit not later than the first day of the extended absence. Resident shall not disturb the quiet enjoyment of other residents or their guests. Further, Resident shall not place in the Unit any items, which have not been approved by Landlord, specifically including, but not limited to **waterbeds**. Resident shall not remove any of Landlord's fixtures, furniture, appliances or equipment from the Unit for any reason. Landlord shall initially furnish working light bulbs for Unit sockets. Thereafter, light bulbs shall be replaced by Resident at Resident's expense. **THE PATIO CONSTRUCTED ADJACENT TO THE UNIT IS DESIGNED AND CONSTRUCTED FOR NORMAL OCCUPANCY AND USE.**

Resident shall give notice to Landlord of any extended absence in excess of fifteen (15) days, no later than the fifth (5th) day of the absence. In the event that Resident is absent from the Premises for a period greater than fifteen (15) days, Landlord may enter the Premises at reasonable times for inspection or maintenance purposes. The unexplained absence of a Resident from the Premises for a period of 15 days after default in the payment of Rent shall be construed as abandonment of the Premises. In the event Resident has terminated any utilities to the Unit, the fifteen (15) day requirement shall not apply and abandonment shall be considered immediate. In the event it is evident that Resident has abandoned or vacated the Premises, Landlord is entitled to re-lease the Premises to another occupant for a fair rental and will make reasonable efforts to do so. Resident shall remain liable for all rent incurred from the date of Resident's abandonment until the Premises are re-leased or the termination of the original Lease Term, whichever comes first. If Resident leaves any personal property in the Unit for more than fifteen (15) days after the termination of this Lease for any reason whatsoever, Landlord has no duty to store or protect said personal property and is entitled to dispose of said personal property without obligation.

 X 12. SUBLETTING/ASSIGNING OF LEASE: Resident shall not be entitled to assign the Lease, change or substitute other occupants in the Premises or Unit or sublet the Premises or Unit or any portion thereof without the express prior written consent of Landlord. In the event Landlord consents to any assignment or subletting, the Rent, any additional Rent and all other payments hereunder shall be paid by said assignee or subtenant directly to Landlord as payments accrue. All assignees and subtenants shall be obligated to comply with all terms and conditions of this Lease, and shall be primarily responsible to Landlord therefore. Any assignments or subletting hereunder shall not relieve Resident of any liability or obligations including, without limitation, the payment of Rent, additional Rent and other sums or any terms, under this Lease. Any consent by Landlord to any assignment or subletting shall not constitute a novation, or a waiver of Landlord's right to grant consent for or refuse consent to any subsequent assignment or subletting hereunder. **LANDLORD IS NOT RESPONSIBLE FOR FINDING RESIDENT A SUBLESSEE. RESIDENT ACKNOWLEDGES THAT UNDER THIS LEASE, THE LANDLORD IS ENTITLED TO WITHOLD CONSENT TO ANY ASSIGNMENT OR SUBLEASE OF THE PREMISES UNDER THIS LEASE AT THE LANDLORD'S SOLE DISCRETION AND SUCH DISCRETION IS NOT TO BE SUBJECT TO ANY REASONABLENESS REQUIREMENT.** A \$150.00 fee will be charged by Landlord to the Resident and must be paid prior to occupancy by any sublessee or assignee. In addition, the sublessee or assignee must deposit with Landlord prior to occupying the Premises, a Security Deposit equal to one (1) month's rent as set forth in the lease between sublandlord and Landlord.

 X 13. CONDUCT: Resident will ensure that the conduct of Resident, Resident's family, Resident's guests (whether known by Resident or not), and invitees on the Premises is never disorderly or boisterous; that it does not interfere with the rights and quiet enjoyment of others at University Suites; and that it is not otherwise unlawful or violate any law, rule, regulation or ordinance affecting the Resident, the Premises, Unit, or the Common Areas. Further, Resident, Resident's



family, guests, and invitees shall not engage in or otherwise facilitate criminal activity anywhere, including but not limited to, such activity occurring on or near the Premises, Unit, or Common Areas. Proof of a violation of this provision shall be by preponderance of the evidence, and therefore, a criminal conviction is not necessary for the Landlord to establish a breach of this Lease by Resident. Resident shall not engage in any behavior that is in any way rude, verbally abusive, or physically abusive of Landlord's representatives, employees, vendors, other occupants or guests. In consideration of all residents, radios, stereos, TVs, or any other type of noise shall be kept at a reasonable level at all times and shall be subject to the Rules & Regulations. Resident further acknowledges and agrees that it shall be conclusive evidence of a violation of this paragraph if Resident is present in or near the Premises wherein twenty five (25) people or more are in attendance at any particular time. Resident shall be responsible for any damage to the Premises or Unit resulting from a violation of this paragraph, notwithstanding any other remedies available to Landlord at law or in equity.

Criminal Activity: Landlord does not guarantee nor assure the safety of Resident, Resident's family, guests or invitees. Landlord's actions are voluntary in an effort to reduce the risk of crime in the community. Resident agrees that the provision of patrol services will not constitute a guarantee of effectiveness nor impose an obligation on Landlord to continue providing any patrol or safety services. If Resident witnesses a crime or has a medical emergency, call 911. **Crime Free Housing:** Resident, Resident's family, guests, and invitees, whether or not they are under Resident's control or discretion, shall not engage in or facilitate criminal activity of any kind, including but not limited to drug-related criminal activity, on or near the Premises or on or near any property which is operated, owned or managed by Landlord. Criminal activity shall include, but is not limited to, drug related activity, violent activity, the violation (civilly or criminally) of any City Code or Ordinance, or any crime against property or person. Proof of a violation of this paragraph shall be by preponderance of the evidence, and as such, a violation of this paragraph may be established even though a criminal prosecution involving criminal activity that violates this paragraph has not been commenced or concluded or has concluded or terminated without conviction or adjudication of delinquency. Landlord may accept rent from Resident with full knowledge of a violation of this paragraph without such acceptance constituting a waiver of the default.

 X 14. LIABILITY: Subject to the South Carolina Landlord Tenant Act, Landlord shall not be liable to Resident, Resident's family, guests, or invitees for any damage to person or to property caused by the acts or omissions of other occupants or persons, whether such persons be off the property or on the property with or without permission of Landlord. Landlord shall not, to the extent provided by law, be liable for losses or damages resulting from failure, interruption, or malfunctions in the utilities and amenities provided to Resident unless such loss is caused by gross negligence or willful misconduct of Landlord. It is understood and agreed that Landlord and Resident shall consider any personal property left in the Unit, after the expiration of Lease Term, abandoned property. Resident agrees to pay for the removal of abandoned property within ten (10) days of being billed for the removal of any abandoned property.

 X 15. HOLDING OVER: IF RESIDENT, OR ANY SUBLESSEE, WITHOUT CONSENT OF LANDLORD, REMAINS OR CONTINUES TO BE IN POSSESSION OF THE PREMISES OR ANY PART THEREOF AFTER THE TERMINATION OF THIS LEASE, THEN LANDLORD SHALL BE ENTITLED, AT LANDLORD'S OPTION, TO TREAT SUCH HOLDING OVER AS A RENEWAL BY RESIDENT OF THE LEASE ON A MONTH-TO-MONTH BASIS UPON THE SAME TERMS AND CONDITIONS, EXCEPT THAT THE MONTHLY RENT SHALL BE AT ONE HUNDRED FIFTY (150%) PERCENT OF THE RENT SET FORTH ABOVE, AND IN THE EVENT LANDLORD ELECTS TO TREAT SUCH HOLDING OVER AS A RENEWAL OF THIS LEASE EACH AND ALL OF THE OTHER TERMS OF THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE RENEWAL TERMS.

 X 16. NO IMPLIED WAIVER: No failure by Landlord to timely bill Resident for any amounts due hereunder, or to insist upon strict and timely performance, in any one or more instances, of any term or covenant herein contained shall be deemed to be a waiver of such term or covenant. No subsequent breach of the same or any other term or covenant herein contained shall be deemed to be a waiver of such term or covenant. Any subsequent acceptance by Landlord of any Rent or any other sum due hereunder shall not be deemed to be a waiver of any preceding breach or default by Resident of any term or covenant of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance by Landlord. No covenant of this Lease shall be deemed to have been waived by Landlord unless such waiver is specifically expressed in writing by Landlord. No partial payment or endorsement on any check or any letter accompanying such payment of Rent, nor acceptance by Landlord thereof, shall waive or prejudice Landlord's right to collect the balance, or bring any suit or eviction proceeding. Landlord may receive and collect any Rent due, and such collection or receipt shall not operate as a reinstatement, continuance, renewal or extension of the Lease Term, or waiver affecting such notice, suit or proceeding. No part of any Rent paid hereunder shall be returned to Resident regardless of whether Resident vacates the Premises voluntarily or upon action of Landlord. The delivery of keys to Landlord, or to any employee, agent, or servant of Landlord, may not constitute a termination of this Lease or relieve Resident of liability for any default, abandonment, surrender, rent, damages exceeding normal wear and tear, or other charges, which may be due under this Lease.

 X 17. UNIT ENTRANCE: Landlord and it's agents shall have the right to enter, at reasonable times, for purposes of inspection, repairs or display to potential occupants upon two (2) days' notice of Landlord's intent to enter, by posting of a notice on the primary door of entry to the Unit, stating the intended time and purpose of the entry, except in a case of emergency or unless it is impractical to give two (2) days' notice. **NOTWITHSTANDING THE FOREGOING, LANDLORD MAY ENTER THE UNIT WITHOUT NOTICE (1) IN THE EVENT OF AN EMERGENCY, (2) BETWEEN THE HOURS OF 9:00AM AND 6:00PM FOR THE PURPOSE OF PROVIDING REGULARLY SCHEDULED PERIODIC SERVICES, OR (3) BETWEEN THE HOURS OF 8:00 AM TO 8:00 PM FOR PROVIDING SERVICES REQUESTED BY RESIDENT OR A COOCCUPANT OF THE UNIT.** Resident shall not unreasonably withhold consent for the Landlord or its agents to enter the Unit or Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or show the Unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. RESIDENT SHALL NOT CHANGE, REMOVE OR ALTER THE LOCKS ON THE UNIT WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE LANDLORD.

 X 18. DEFAULT/LEASE VIOLATION: (A) Resident shall be in default under this Lease upon the occurrence of any one or more of the following: (I) If Landlord does not actually receive payments of the full amount of the Rent, or other payment or reimbursement due hereunder, including, but not limited to, reimbursement for damages, repairs and service cost as



additional Rent as required by Section 4 of this Lease, or (II) if Resident, or Resident's family, guests, invitees, or others present at the Unit or on Landlord's property or property under the Landlord's control with Resident's consent either violates or fails to fully and punctually observe or perform any of the terms or covenants of this Lease or the Rules & Regulations, and the default is not cured within fourteen (14) days after Landlord delivers notice to Resident thereof, provided such default may be cured by Resident's Action or (III) Landlord may declare Resident in default for the creation of a threat to the health and safety of the residents or other persons, specifically including, but not limited to, violent acts or behavior in a manner which constitutes or threatens to be a danger to health, safety or welfare or a threat to the property of other occupants or persons. (B) Upon the occurrence of any one or more of the aforesaid events, Landlord may at Landlord's option, after expiration of applicable care periods, except as expressly required by law: (I) pursue any such remedies as are available at law or in equity, including the collection of costs of enforcement such as attorney's fees, filing fees, and cleaning; (II) allow the Premises to remain occupied and collect Rent from Resident as the Rent becomes due; and/or (III) terminate on the date specified in such notice of termination in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified was the date herein originally fixed as the termination date of the Lease Term, and all rights of the Resident under the Lease and in and to the Premises shall expire and terminate, and Tenant shall surrender the Premises to Landlord on the date specified in such notice. Landlord may clean and paint the Unit and make such alterations and repairs, as Landlord shall deem necessary or desirable in order to re-lease the Unit. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises, or for any failure to collect any rent due upon such re-leasing.

 X **19. OTHER SERVICES:** Resident shall be responsible for acquiring all necessary utility services unless otherwise noted in the Lease. Resident **must** maintain all utility services during Lease term to avoid damage to the Premises and Unit and appliances. Resident agrees to keep the sinks, lavatories and commodes open and report any malfunctions immediately. **Package release:** Landlord may accept delivery of packages in Resident's absence. Resident will be required to sign a package log to obtain them from the leasing office. Landlord does not accept responsibility for lost, stolen or misplaced packages, including perishable or damaged items.

 X **20. U.S. ARMED FORCES:** In the event Resident is on active duty with the United States military and receives permanent change of station orders or temporary duty orders in excess of three months, Resident may limit his or her liability for payment of Rent. In such an event, the Resident shall produce a copy of such orders to the Landlord which details the effective date of the permanent change of station orders or temporary orders in excess of three (3) months. Resident shall continue to be responsible for Rent and the other obligations contained in the Lease until such time as the orders take effect.

 X **21. PETS/ANIMALS:** No animals of any kind are permitted on or in the Premises, Unit, or Common Areas at any time for any reason. Prior written approval from Landlord must be obtained if the Resident wants to have fish. **Absolutely NO** dogs, cats, etc. are allowed. No visiting pets are permitted. Accommodations will be made for service animals. Landlord must be notified prior to Lease execution if Resident requires assistance of a service animal. In such instances, Resident shall provide documentary evidence, if requested by Landlord, for the need for a service animal in addition to immunization records for such service animal. If a service animal becomes necessary after the Resident enters into this Lease, notice must be given to the Landlord as soon as practical before the service animal is allowed on the Premises. The following shall apply to a violation of this policy: **First time:** A written warning will be issued to the Resident specifying the complaint, **a \$100.00 charge will be assessed** against the Resident and Landlord may, at its discretion, declare the Lease to be in default. Resident will also be responsible for cleaning and replacement of carpet due to any damage caused by the animal or any other damages caused by the animal. Notification will be sent to the Guarantor. **Second time:** Upon a second violation, **a \$200.00 charge will be assessed against the Resident** and the Landlord may, at its discretion, declare the Lease to be in default. The Resident will be assessed any and all damages to the apartment caused by the animal. **Subsequent occurrences:** Upon each subsequent violation, **a \$200.00 charge will be assessed against the Resident** and the Landlord may, at its discretion, declare the Lease to be in default. The Resident will be assessed any and all damages to the apartment caused by the animal.

 X **22. RENTER'S INSURANCE:** Landlord's insurance policy does not cover damage by fire, water, vandalism, or any other cause to Resident's personal property. **Landlord strongly recommends that Resident obtain a renter's insurance policy to cover any damage to personal property.**

 X **23. CASUALTY/CONDEMNATION:** In the event the Premises are damaged by fire, rain, wind or other cause, not caused by Resident, to the extent that normal use and enjoyment of the Premises or Unit is substantially impaired, then Resident may exercise his or her rights under South Carolina law regarding vacating the Premises and notifying Landlord. Otherwise, Landlord shall have the option in either of these events to terminate the Lease and the same shall cease and terminate as of the date of such destruction. Whether the Lease is terminated because of the Resident's rights or terminated by Landlord due to inaction by Resident, the Rent shall then be accounted for between Landlord and Resident up to the time of such damage, taking or destruction of the Premises. Resident shall pay up to said date and Landlord shall refund the rents collected beyond said date. If the Premises are damaged by fire, rain or wind, not caused by Resident, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby leased, and are repairable within a reasonable time, then in that event the Lease shall remain in full force and effect, and Landlord shall within a reasonable time restore the Premises to substantially the condition it was in prior to said damage, and there shall be an abatement in rent in proportion to the diminution in the fair market value of the Unit during the time of damage. If all or any part of the Premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, or by condemnation, then when possession shall be taken thereunder of said Premises, or any part thereof, the term hereby granted and all rights of Resident hereunder shall immediately cease and terminate, and Resident shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that Rent shall be adjusted as of the date of such termination of the Lease.

 X **24. SUCESORS AND ASSIGNS:** The provisions of this Lease shall bind and inure to the benefit of Landlord and Resident and their respective successors, heirs, legal representatives, and assigns; provided however, in any such assignee or sub-tenant any right, title or interest whatsoever. If Landlord assigns this Lease to any purchaser, then Landlord shall,



except as otherwise prohibited by the South Carolina Landlord Tenant Act, then be entirely freed and relieved of all covenants, liabilities and obligations. Resident's remedies would then be against said purchaser. Notwithstanding anything in this Lease to the contrary, and except as otherwise prohibited by the South Carolina Landlord Tenant Act, no stockholder, director, officer, agent or employee of Landlord shall have any personal liability hereunder and Resident shall look solely to the estate and property of Landlord for the collection of any judgment or other judicial process arising out of any default or breach by Landlord with respect to any other terms or covenants of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Resident's remedies.

 X 25. NOTICES: All notices hereunder must be given in writing. Notices not given in writing will be considered void and without effect. Any notice provided for herein may be delivered as follows: If by Resident to Landlord: By mailing the notice by ordinary U.S. mail to Landlord at the address set forth herein in paragraph four. If by Landlord to Resident: By serving on Resident in person or by mailing said notice to Resident at the Premises by ordinary U.S. mail and service shall be considered effective three days after mailing. Resident hereby agrees that any notice addressed to Resident at the address of the Premises under the conditions described herein shall be legal notice to Resident as if personally served.

 X 26. GOVERNING LAW: The laws of the State of South Carolina shall govern the validity, performance and enforcement of this Lease. The terms of this Lease are subject to the provisions of the South Carolina Residential Landlord and Tenant Act, and such provisions and remedies contained therein may not be waived by this Lease or other agreement. Should a conflict arise with a provision of this Lease and the South Carolina Residential Landlord Tenant Act, the provision shall be construed in accordance with the South Carolina Residential Landlord Tenant Act. Should any provision of this Lease be found to be unenforceable under South Carolina law, that provision shall be supplemented by the terms of the South Carolina Residential Landlord Tenant Act and the remaining provisions shall survive and the Lease and the remaining provisions shall remain in full force and effect.

 X 27. REPRESENTATION ON APPLICATION: Landlord tenders this Lease to Resident on the basis of the representations contained in the Resident's application, which is made a part of this Lease by reference. In the event any of the representations contained in the application shall be found to be misleading, incorrect or untrue, Landlord shall have the right to cancel this Lease and to retake possession of the Premises.

 X 28. ENTIRE AGREEMENT: This Lease and any Exhibits annexed hereto set forth the entire agreement between the parties, and all prior conversations or writings are merged herein and extinguished. No amendment to this Lease shall be binding upon Landlord or Resident unless reduced to writing and signed by both parties. However, the Rules and Regulations currently attached as Exhibit A may be amended or modified solely by Landlord from time to time. Any provision of this Lease that is invalid shall not invalidate the remaining provisions in this Lease. All provisions of this Lease shall survive the termination of this Lease.

 X 29. RIGHT TO SEEK OUTSIDE ADVICE: Resident and Guarantor understand and acknowledge that this is a legally binding document and as such, they acknowledge that they have had the right to consult outside counsel with regard to any of the terms, conditions, rights and remedies contained herein.

 X 30. OTHER PROVISIONS:
 Premises is subject to change. _____

"Both parties acknowledge that The Suites Inc. is the procuring cause of this Lease Agreement"

WITNESS THE FOLLOWING SIGNATURES:

University Suites at Coastal Carolina, LLC – Landlord **X** _____
 By: _____ Resident Date

It's: _____ Date _____



UNIVERSITY SUITES

EXHIBIT A - RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease with University Suites. We provide these Rules & Regulations for your benefit and the benefit of the other occupants of University Suites for the convenience, safety, and welfare of those residing at University Suites, to preserve Landlord's property and to make fair distribution of services and facilities. Any violation of any of these Rules and Regulations causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Any violation of one of these Rules and Regulations constitutes a default under your Lease and as provided by law. In accordance with your Lease, you will be charged for violation of these Rules & Regulations in order to offset increased cost. Such charges are due and payable at the same time as the next month's Rent, as additional Rent.

1. **SMOKE DETECTORS:** It shall be the responsibility of Resident to check smoke detectors monthly during the Lease Term and replace batteries as necessary to keep all smoke detectors on the Premises and the Unit in proper working condition, and to report any malfunctions to the Landlord immediately. Resident will be charged for the replacement value of a smoke detector if it is found missing or damaged at Lease Term end.
2. **PARKING:** Parking is permitted in the parking lots only. **UNDER NO CIRCUMSTANCES** will parking on the grass, sidewalks, or fire lanes be permitted. Motorcycles should have a small board under the kickstand to prevent damage to the asphalt. Abandoned, inoperable or illegally parked vehicles will be towed at vehicle owner's expense. All Residents must have a valid parking permit and visitors must use visitor spaces only. Parking permits become invalid at the end of the Lease Term. The Resident is responsible for obtaining a new parking permit at the beginning of each Lease Term. Landlord reserves the right to control parking in any matter and at any time in its sole discretion, including, but not limited to, the types and size of vehicles allowed in the community and assignment of parking spaces. Any violation of Landlord's parking policies by Resident or Resident's guests may result in Landlord towing any vehicle involved in violating this rule. In the event any vehicle is towed according to this paragraph, Resident shall hold Landlord harmless for any damage caused to the towed vehicle, whether such vehicle is owned by Resident or Resident's invitees or guest. Towing is at random and it is the responsibility of Resident and guests to pay for any and all towing fees. Reimbursement of towing fees will not be honored. Visitors must use visitor parking at all times. By signing this Lease, Resident assumes the full responsibility to inform Resident's guests of the parking policies. Storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than Resident's registered vehicle is prohibited. **RECREATIONAL ALL TERRAIN VEHICLES ARE NOT ALLOWED ON THE PREMISES.** Resident agrees to abide by all normal parking and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas, block trash receptacles or otherwise violate parking provisions in force from time to time. Resident shall not allow any vehicle to be parked in an area other than in a designated parking area, or any non-operative vehicle to be kept in the parking area. In the event of non-compliance, the vehicle shall be towed by the Landlord at the expense of the Resident. All parking shall be entirely at Resident's risk.
3. **DECORATING:** Resident may hang pictures or mirrors on the walls of the Unit utilizing bulldog picture hangers only. NO GLUE, TAPE, ADHESIVE PUTTY OR STICK-ON TYPE HANGERS, NAILS, SCREWS OR OTHER DEVICES SHALL BE USED WHATSOEVER. Excessive hanging of pictures, posters, mirrors or other items of similar nature will be treated as damage by Resident. DO NOT HANG ANYTHING ON THE DOORS.
4. **PATIOS:** Patios shall not have any clothes, rugs, towels, or other items hanging on or over balconies. Patios shall be kept neat and clean and shall not be used for storage of automobile tires, unsightly or heavy items, garbage or refuse. Only outdoor furniture and related patio items may be placed outside. Landlord reserves the right to impose reasonable fines for the violation of this provision. A fine of **\$35.00** will be assessed for each violation of this section.
5. **TRASH AND GARBAGE:** All trash and garbage shall be placed into dumpsters in locations designated by Landlord. Resident shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Resident (including, not limited to, cigarette butts or beverage bottles or cans in Common Areas). No rubbish, garbage or debris of any kind shall be dumped, placed or permitted to accumulate so as to render any portion of the Premises or Common Areas unsanitary, unsightly, offensive or detrimental to other residents. A fine of **\$35.00** will be assessed for each violation of this section.
6. **CIGARETTE BUTTS:** All cigarette butts shall be placed in designated containers. A fine of **\$35.00** will be assessed for any littering of cigarette butts outside of a Unit. CIGARETTE BUTTS DISCARDED IN LANDSCAPED AREAS ARE A FIRE HAZARD.
7. **KEYS:** Resident will be given one (1) door key to the Unit. One (1) mailbox key and One (1) bedroom key will be issued to the Resident. Landlord shall be entitled to retain a key to the Unit and mailbox for emergency usage or as otherwise permitted by this Lease. Landlord shall not be responsible for replacing lost or misplaced door or mailbox keys. Resident shall not re-key any locks or install or replace any locks on or in the Unit or mailbox. Failure to return all keys will result in a **\$50.00** fine. If the Resident becomes locked out of the Unit and Landlord provides access to Resident, the Resident will be charged a minimum of **\$50.00** to gain re-entry during non-business hours.



8. **BEDROOM DOORKNOBS/LOCKS:** Resident may not replace or change the bedroom doorknob or lock.
9. **GUESTS:** Although Resident may have visitors from time to time, it is understood that occupancy of the Unit is expressly reserved for Resident only, and any persons occupying the Unit as a guest for more than four (4) consecutive days during the Lease Term shall be treated as guests only if the Landlord is notified in writing by Resident and consents thereto. Otherwise, the occupancy of the Unit by an unauthorized guest in excess of four (4) consecutive days shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident and unauthorized guest (whose liability shall be joint and several) an account of Rent equal to that being paid by Resident, in addition to the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law. Resident shall be responsible for limiting Resident's guests to a reasonable number in light of the limited space available within the Premises.
10. **APPLIANCES, PLUMBING AND FIXTURES:** The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident, shall be the responsibility of the Resident.
11. **PLUMBING:** Resident shall not place any paper towels, sanitary napkins, tampons or Q-tips in any toilet. Resident shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Resident shall not permit any dirt, sweepings, rubbish, rags, ashes or other substance to be placed therein.
12. **UTILITIES:** During cold weather months, Resident will ensure that the heat is not cut off and the thermostat shall not be set lower than 50 degrees Fahrenheit. Resident shall take any other necessary steps to prevent bursting of water pipes. Resident shall be liable for any and all damages caused by failure to take such reasonable precautions, including damage to personal property of others. Resident must keep utilities (electricity, water, etc.) on throughout the term of the Lease to maintain appliances in operating order and provide heat in cold weather months. During vacations, DO NOT TURN OFF POWER, power affects the refrigerator (food spoilage), heat, water pipes and security system. All damages from utilities being turned off shall be paid by Resident.
13. **LIGHT BULBS:** Resident, at Resident's expense, shall be responsible for replacement of all interior/exterior light bulbs and tubes. All bulbs and tubes must be operational at the time the Resident vacates the Premises. Colored bulbs are not allowed in exterior light fixtures. Resident may not remove exterior light bulbs or globes. Landlord reserves the right to impose a reasonable charge for replacement of exterior light bulbs or globe if removed. A fine of **\$35.00** will be assessed for each violation of this section.
14. **COUNTER TOPS:** Residents shall not use the counter top as a cutting board.
15. **SAFETY:** Resident shall notify Landlord of any burned-out exterior lights (beyond the exterior lights which are the Resident's responsibility to replace), faulty locks (including windows) or lost keys. Resident shall immediately report to Landlord any suspicious persons, storage vehicles or unusual activities in or around University Suites. Prior to allowing entry into the Unit, Resident should demand credentials from all maintenance personnel.
16. **STORAGE:** Storage of any flammable or explosive items is strictly prohibited in, on or about the Unit or the Common Areas.
17. **SOUND AND COMMON AREAS:** Resident shall respect the privacy of all other occupants. No televisions, stereos, radios, noisy parties or other uses which emit noise audible outside the Unit are permitted. No band instruments shall be played in the Unit or Common Areas. No music lessons, either vocal or instrumental shall be permitted in the Unit or Common Areas. No CB base stations, radios, televisions or wires are permitted outside the Unit. No wiring or cables whatsoever other than those furnished by Landlord are permitted. No obnoxious, boisterous or offensive activity shall be carried on, in or around any Unit or within the Common Areas. Each Resident, his or her family and guests shall refrain from any act or use of the Unit or Common Areas which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident. No obscene, indecent or lascivious conduct is permitted whatsoever when such conduct can be seen or overheard by persons adjacent to or in the Common Areas. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct is permitted within the Units or in Common Areas. No motor vehicle of any kind and no bicycles are permitted in the Common Areas except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles are permitted within the parking lots except in the areas so designated. Unless specifically provided elsewhere, the following shall apply to complaints concerning Resident's violation of the Rules & Regulations, as amended or modified from time to time: **FIRST:** A written warning will be issued to the Resident and Guarantor, specifying the complaint that was filed. **SECOND:** Upon a second complaint, which is not disproved by Resident, a \$200.00 fine will be assessed against Resident. **THIRD:** Upon a third complaint, a \$250.00 fine will be assessed and Guarantor will be notified. **FOURTH:** A fine shall be imposed in the amount of \$300.00 and Landlord may, in its discretion, declare the Lease to be in default. **THE GUARANTOR WILL BE NOTIFIED UPON EACH OCURRENCE OF A COMPLAINT.** Notwithstanding the foregoing, the Landlord may, at its sole discretion, declare the Lease in default as a result of any violation by Resident. If Landlord elects to declare the Lease in default, Landlord may, subject to South Carolina law, with or without notice to Resident terminate Resident's right to possession of the Premises without terminating the Lease, or terminate the Lease. Landlord shall thereafter be entitled to the immediate possession of the Premises and Resident hereby agrees to peacefully relinquish possession of the Premises, with or without demand. If Resident fails or refuses to relinquish possession of the Premises, Landlord shall evict Resident. In order for a Resident to disprove a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and indisputable evidence. Landlord expressly retains the right to increase the fines set forth herein if the initial fines do not prove to be a significant enough disincentive. Such fines are expressly included as an item guaranteed in the Guaranty.



18. **SOLICITATION:** Solicitation is not permitted anywhere in the Common Areas or on the sidewalks adjacent to Landlord's property, either by Resident, occupants or outside solicitors for business purposes, political purposes or for religious purposes. Please report all violators to the office immediately.
19. **AMENITIES:** Use of the pools shall be governed by the rules & regulations posted in the pool areas and shall be at the risk of Resident and Resident's family, guests, and invitees. No guest shall be permitted at the pool, clubhouse or recreation facilities except when in the accompaniment of Resident. **GLASS CONTAINERS ARE NOT ALLOWED AROUND THE POOL AREAS. RESIDENT WILL BE FINED IF HE OR SHE HAS GLASS AROUND THE POOL AREAS.**
20. **NUMBER OF RESIDENTS PER UNIT:** The number of Residents per Unit cannot exceed the number of bedrooms in the Unit.
21. **NUISANCE:** Resident shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other residents. Upon notice by Landlord or other owners or occupants to Resident that any of the aforesaid is occurring, Resident agrees to forthwith remove or control the same.
22. **FIREARMS/EXPLOSIVES:** No firearms are permitted on Landlord's property, in any Common Areas or in any Premises for any reason. This specifically includes slingshots, gas powered guns, bb guns, air rifles and paintball guns. Any explosive devices including firecrackers, fireworks, ammunition, or similar products are not permitted. Possessing hazardous materials with intent or purpose to create explosive devices shall be referred directly to the proper authorities. Violation of this paragraph may result in immediate termination of the Lease with full financial responsibility



UNIVERSITY
SUITES

EXHIBIT B - GUARANTY



UNIVERSITY SUITES

EXHIBIT C - INSPECTION REPORT