

The Province - Louisville Lease 2010

THIS LEASE (hereinafter the "Lease") has been made and entered into at Louisville, Kentucky, effective the 21 (day) of 4 (month), 2010 (year), by and between University Residences - Louisville, L.L.C. dba. The Province at Louisville (hereinafter the "Landlord" and sometimes the "Owner"), and Sash Darsen (hereinafter, whether one or more, the "Tenant").

WITNESSETH that, in consideration of the covenants and agreements hereinafter set out, the said parties do hereby covenant and agree with each other as follows:

1. **PREMISES LEASED:** Landlord leases to Tenant and Tenant leases from Landlord, 1514-204-2 (Building-Unit-Bed) (hereinafter the "Apartment" and sometimes the "Premises") located at The Province at Louisville, in the City of Louisville, Kentucky. A private bedroom ("Bedroom") accommodation in a 3 bedroom, 3 bathroom apartment ("Apartment"), within an apartment building ("Building") within the Apartment Community, as more specifically described below. The Owner is the owner of the building (hereinafter the "Building") of which the bedroom is a part; the Owner's address for purposes of the Lease is 600 Ruggles Place, Louisville, KY 40208.

Description: The "Premises" is defined as including each of the following:

- a. Tenant's sole (Bedroom is Private) use of a Bedroom in an Apartment in the Apartment Community. Tenant's specific Building, Apartment and Bedroom will be assigned by the Manager prior to the move-in date.
- b. Together with the other residents of the Apartment, Tenant's shared use of the Common Areas in the Apartment and the Apartment Community (for the purpose of this Lease, "Common Areas" are those areas within the Apartment to which Tenant has access without going into another Bedroom and within the Apartment Community, those areas to which all residents have general access).
- c. Tenant's sole (Bedroom is Private) use of furniture within the Bedroom; and Tenant's shared use of all appliances and furniture within the Common Areas of the Apartment.
- d. Tenant's shared use of the mail box assigned by Manager.

**LEASE TERM:** The Landlord hereby leases to the Tenant and Tenant hereby rents from the Landlord, for a term commencing at noon on 5/11/10 in the year 2010 (hereinafter the "Commencement Date") and ending at noon on the 4th day of August in the year 2010 (hereinafter the "Expiration Date") (from the Commencement Date to the Expiration Date hereinafter the "Lease Term"). It is expressly understood that this Lease is for the entire Term regardless of whether the Tenant is transferred, ceases to be enrolled in a college or university in Louisville, Kentucky, loses a co-tenant, becomes ill, marries, divorces, or for any other reason is unable to continue occupying the Premises. The fact that Tenant and Tenant's roommate may be in conflict with each other will not result in Tenant being able to terminate this Lease. Accordingly, the Tenant's obligations to pay rent hereunder (and the Guarantor(s) obligations to ensure payment of the same) shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full. Tenant may not occupy said Premises until this Lease and other required documents have been fully signed by all parties.

2. **CONTRACT PAYMENTS:** Tenant, in return for use of the Premises and in consideration of the covenants and agreements herein shall pay the Landlord the sum of One thousand six hundred sixty five DOLLARS (\$1665). The Tenant agrees to pay the Landlord said contract amount without offset or deduction. Tenant hereby acknowledges that the term of this lease is less than a full calendar year, and the contract amount has been allocated into 3 installments. Installments are due, in advance, in the amount of Five hundred fifty five DOLLARS (\$555) (hereinafter the "installment"), commencing with the first such full installment on the first (1st) day of May in the year 2010, and continuing on the first (1st) day of each succeeding calendar month with the final installment due on the first (1st) day of July in the year 2010. Initial \_\_\_\_\_

**Financial Aid:** Landlord acknowledges that financial aid payments are issued on specific dates throughout the school year that coincide with the beginning of each semester. Landlord will waive all late fees associated with financial aid payments if Tenant submits payment in full according to the attached Financial Aid addendum within 3 business days after receiving disbursement(s) from grantor. Tenant must submit payment in full for 1st installment of rent prior to move in date. Tenant must provide written documentation of financial aid from grantor before the 1<sup>st</sup> payment is due. If Tenant fails to submit payment in full for entire scheduled payment within 3 business days of grantors disbursement, Tenant will be charged all applicable late fees in accordance with Section 3 of the lease agreement and will be subject to any and all rights and remedies available under Kentucky Law. Initial \_\_\_\_\_

**Electronic Payments:** If Tenant elects to place any rent check into rent payment drop box, Tenant is authorizing The Province at Louisville Apartments to convert Tenant's rent item into an electronic item. The electronic payment will be for the amount indicated on Tenant's check and may be withdrawn from Tenant's bank account as soon as the same day payment is received. Tenant's check will not be returned to Tenant's financial institution. This transaction will appear on Tenant's bank statement under "Electronic Items." If Tenant has any questions, or chooses not to have rent item processed electronically, please contact Manager.

**Partial Rental Payments** will not be accepted at any time. Rental payments that do not include the full balance of current charges will not be accepted. Only properly drawn checks will be accepted as Rental Payments; cash will never be accepted by the management office. Rent unpaid one (1) day after the due date is delinquent and will authorize all remedies in the Lease. Initial \_\_\_\_\_

3. **LATE CHARGES:** If a Rental Payment is not paid in full by the first (1st) day of the month when it is due, Tenant shall pay a late charge of \$50.00 on the second (2nd) day of the month and an additional \$5.00 per day (late fee) thereafter. Personal checks will not be accepted after the tenth (10th) day of each month, as Rental Payments must be in the form of a cashier's check or money order if tendered after the tenth (10th) of the month. All Rental Payments received by the Landlord shall be applied first to the cost of repairs for any damages the Tenant (or his/her/their guests, invitees or those for whom Tenant is responsible) has caused to the Apartment, the Building or any portion of the community, next to return check charges, then to delinquent rental installments, then to outstanding court costs legally chargeable, then to late charges, then to outstanding utility bills, and finally to current Rent installments. Failure to demand Rent shall not be construed as a waiver by the Landlord, and the necessity of a demand for overdue Rent is hereby waived by the Tenant. Tenant further agrees if eviction proceedings are initiated due to the non payment of Rent, legal proceedings will not be halted by Landlord unless Tenant pays all amounts then due the Landlord and reimburses Landlord for administrative and processing costs incurred by Landlord in connection with such proceedings. Anything to the contrary notwithstanding, the Landlord shall not be required to accept said reinstatement and may proceed with the eviction at its discretion. Initial \_\_\_\_\_

4. **ADMINISTRATIVE FEE:** The Tenant has paid the sum of \$ 0 as a nonrefundable administrative fee. This is a non-refundable administrative fee which will facilitate provision of certain services by Landlord, including but not limited to available staff during office hours in the rental office, and other services incident to the Landlord and Tenant relationship. This fee is not connected in any way to the provision of gratuitous amenities by Landlord at or about the common areas of the premises, and Landlord specifically reserves the right to discontinue any such gratuitous amenities at any time and for any reason. Initial \_\_\_\_\_

5. **SECURITY DEPOSIT:** The Tenant has deposited with Landlord the sum of \$ 0 as a security deposit for the faithful performance of the conditions stipulated in this Lease and Kentucky law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, re-keying of the premises, replacement of keys, replacement of appliances or mechanicals, removing of Tenant's discarded items, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of



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the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit.

Each of the aforementioned tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy, including negligence.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit. Initial \_\_\_\_\_

6. **OCCUPANTS:** Tenant may not permit another person to live in the Premises or in the Apartment or in the Bedroom. The Apartment may be occupied only by those persons approved by Landlord. If the Apartment at any time is occupied on a non-transient basis by any person or persons not approved in writing by Landlord, Tenant shall be in default of this Lease and Landlord may avail itself of those remedies provided under Paragraph (16) hereof, including the right to terminate this Lease. Tenant covenants and agrees that Tenant will not allow anyone else to occupy the Apartment, nor assign this Lease or sublet the Apartment, or any part thereof, without the Landlord's consent in writing. Whether or not Landlord grants its consent, Tenant shall remain primarily liable for all obligations of the Tenant as provided in this Lease.

2. **Guests:** Although Tenant may have visitors from time to time, it is understood that occupancy of the Premises is expressly reserved for Tenant only, and any persons occupying the Premises as a guest for more than seven (7) days during the Term shall be treated as guests only if the Manager is notified in writing by Tenant and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Tenant and guest (whose liability shall be joint and solido) an amount of rent equal to that being paid by Tenant, 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.

b. **Vacant Bed:** If the Apartment consists of more than one bedroom, Landlord has the right, when any bed 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 Landlord, as part of Tenant's respective Rent, the rent due and other charges due for such unoccupied Bedroom. Tenant is not allowed to use any vacant room or bed in the apartment for any purpose whatsoever unless Tenant is paying rent for the room. If Landlord discovers that Tenant is using a room or bed in the Apartment that should be vacant, Landlord has the right to charge an amount equal to 30 days rent for use of that room or bed plus the cost of refurbishment. If this situation is discovered and none of the Tenants of the Apartment claim responsibility, then the charges will be divided evenly among the leaseholders of the Apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room.

c. **Transfers:** It is understood that the Apartment Unit in which the Premises are located contains other bedrooms in which another Tenant may reside. For purposes of operating efficiency, Landlord reserves the right, upon five (5) days advance written notice when possible, to relocate Tenant to another Apartment unit at The Province. Landlord shall assist Tenant in moving Tenant's personal property to such new unit. Landlord retains the right to assign tenants to other bedrooms in the Apartment unit in which the Premises are located. Landlord, to the extent practical, will honor tenant's requests for the sharing of a particular apartment unit. Upon Tenant's request for relocation, Tenant agrees to pay a transfer fee of \$250.00 and a new security deposit may be required. Initial \_\_\_\_\_

7. **ROOMMATE POLICY:** To secure a three bedroom apartment, two individuals must complete all paperwork and pay all fees. Those two individuals then have one week to bring in their third roommate and then, in the case of a four-bedroom lease agreement, one additional week to bring in the fourth and final roommate. In the event that roommates are not brought in during this time, Landlord reserves the right to place roommates into the un-leased bedrooms, relocate Tenant to another unit or cancel the Lease. If Tenant notifies Landlord that Tenant does not have roommates, Landlord will work with Tenant to assist in finding roommates if at all possible. Initial \_\_\_\_\_

**COED POLICY:** Coed living is permitted at UNIVERSITY RESIDENCES – LOUISVILLE, LLC. Landlord must be made aware of your interest to reside in a coed Apartment prior to your signing any lease documents. In addition, all roommates of a coed Apartment are required to sign leases and pay all fees at the same time. Coed agreements must be signed by each Tenant and the Guarantors of your lease prior to Landlord officially accepting you as a resident. Subleases must be approved by all Tenants and Guarantors of the Apartments. Initial \_\_\_\_\_

8. **BAD OR DISHONORED CHECKS:** If any check used by Tenant to pay Rent is returned by the bank because of insufficient funds or otherwise not paid by the bank, Tenant shall pay Landlord a \$40.00 fee in addition to late charges as provided above. Any NSF check must be replaced by an official bank check or money order, which shall include all additional fees and late charges. If two or more checks are returned by the bank during any twelve (12) month period, Landlord may require Tenant to pay all future Rent by official bank check or money order, and failure of Tenant to do so will be considered default by Tenant under this Lease. Initial \_\_\_\_\_

9. **RELEASE OF RIGHTS:** If Tenant intends to leave the Premises permanently prior to the Expiration Date, Tenant must provide the Manager with a 30 Day advance written notice of the specific date of move-out. Verbal notice without delivering a written notice is not sufficient and will not be accepted. Tenant is not released from liability under this Lease and Tenant's Security Deposit will be held unless all payments through the Expiration Date have been made.

Tenant moves out prior to the Expiration Date, rent for the remainder of the Lease Term is still payable by Tenant. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same terms and conditions to another person provided the Manager gives approval. Consent is at the sole discretion of the Manager. The Manager must approve the new applicant and if the new applicant is of a different gender than the others in the apartment, all occupants and guarantors must approve in writing of coed living arrangement. Tenant's obligations will be terminated under this lease contract once the new applicant has been approved and a new lease has been executed. Should Tenant's request to transfer rights under this Lease be approved, Tenant also agrees to pay a re-lease charge equal to \$250.00, which charge will serve to partially defray our costs in making the Premises available for re-lease of the Premises. The re-lease charge is not a cancellation fee, buy-out fee or a limitation of damages collectable.

10. **TEMPORARY REMOVAL:** Tenant agrees and understands that this Lease pertains to university housing. As such, the move-in move-out procedure for this Premises occurs within a short period of time each year. Additionally, there are circumstances during the course of the tenancy where Landlord is required, due to damages to the structure of the premises, to enter the premises and undertake substantial renovations thereto. Tenant further understands that, should either Landlord or Tenant elect not to renew this Lease, another Tenant will move-in and occupy this Premises shortly from the designated end date of this Lease Agreement. As a result, in the event that this Lease terminates for any reason, or in the event there is a necessity to repair any portion of the premises or any tenement in the building which contains the premises, Tenant agrees that Landlord shall be entitled to temporarily remove Tenant, including Tenant's belongings from the premises. If Tenant is removed during the lease term Tenant will be transferred to an apartment in the community, if Tenant's belongings are removed after the lease term and Tenant no longer resides at the Premises, Tenant's belongings will be removed in accordance with the License Addendum attached hereto and incorporated herein. Initial \_\_\_\_\_



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11. **FACILITIES:** Said rules and regulations may be amended by Landlord at any time. Failure of Tenant to comply with rules and regulations may result in a termination of Tenant's privileges to utilize any part or all of the Facilities. Landlord reserves the right to add to, eliminate or modify the Facilities without prior notice to Tenant.
12. **POSSESSION:** Landlord shall endeavor to deliver possession of the Apartment to Tenant on the Commencement Date. However, if Landlord is unable to do so, the Lease shall remain in full force and effect, but the Rent shall be abated on a per diem basis until possession of the Apartment is delivered to Tenant. Abatement of Rent as provided above is Tenant's sole remedy for Landlord's failure to deliver possession of the Apartment on the Commencement Date, and under no circumstances may Landlord be held liable for any costs or liabilities Tenant may incur because of Landlord's failure to deliver possession of the Apartment on the Commencement Date.
13. **ACCEPTANCE OF THE APARTMENT:** Tenant covenants and agrees that Tenant has viewed or will view the Apartment and that all representations as to the condition at move-in or work or repairs yet to be completed by Landlord have been listed on the Move-in/Move-out Condition Report made a part of this Lease. Tenant agrees that the Move-in/Move-out Condition Report will be completed and returned to the office within 24 hours of move-in. Otherwise, Tenant acknowledges the Apartment is in good condition and ready for occupancy. It is understood that unit may be occupied by other resident(s) prior to the Tenant's scheduled occupancy date. In the event that Tenant moves into an occupied unit, Landlord assumes no responsibility for the condition of the common areas. Initial \_\_\_\_\_
14. **USE OF PREMISES: COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant shall use and occupy the Premises as a private dwelling and for no other purposes. Tenant shall not conduct or permit any sales or auctions of any kind around or from the Apartment. Tenant will not sell or permit to be sold liquor, whether spirituous, vinous, or fermented, at or from the Apartment. Tenant will not sell, use or permit any controlled substance to be sold or used in violation of law at or from the Apartment or otherwise allow the Apartment to be used for any purpose in violation of any federal, state or municipal statute ordinance, regulation, order or directive, or take any action that will injure the reputation of, or disturb or endanger, the community, the Landlord and/or other tenants of the community. Tenant agrees to abide by all governmental laws, orders and regulations and to avoid disruptive behavior or conduct. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's Student Code of Conduct or similar instrument(s), and failure to do so may, at Landlord's sole discretion, be deemed to be a breach of this Lease by Tenant.
15. **KEYS AND LOCKS:** Keys shall not be duplicated at any time. Locks may not be changed, altered or added without prior written permission of Landlord. Keys, including mail box keys, must be returned to the office upon vacating the Premises. After two (2) lock out services during normal business hours, a fee of \$25.00 will be assessed per occurrence. After hours lock out service will be assessed a fee at the rate of \$50.00 per occurrence beginning with the first (1<sup>st</sup>) such request.
16. **DEFAULT:** If Tenant fails to pay Rent when due, or perform any provision of this Lease, the Landlord, at its option, may terminate all rights of Tenant under this Lease. If Tenant abandons or vacates the Apartment while in default of the payment of Rent, Landlord may consider any property left by Tenant to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property left by Tenant, including property left in the Apartment will be subject to a lien for the benefit of Landlord securing the payment of all sums due, to the maximum extent allowed by law.

In the event Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms or conditions of the Lease, or any of The Community policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. Landlord may, in addition to any other rights and remedies it may have pursuant to Kentucky law, elect to: (a) continue the Lease in effect and enforce all Landlord's rights and remedies, including the right to recover the Rent as it becomes due; or (b) at any time, terminate the Lease and recover from Tenant all damages, including Attorney's fees as allowed by Kentucky law, Landlord may incur by reason of the breach of the Lease. In any event, the Tenant shall be and remain liable for any expense incidental to re-letting, cleaning and restoration costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Apartment or default under the Lease.

17. **LIABILITY:** The Landlord shall not be liable for any personal conflict of Tenant with co-tenants. Tenant's guest or invitees, or with any other tenants that reside at The Province at Louisville. A conflict between Tenants does not constitute grounds for termination of the Lease. The Landlord shall not be liable for any personal injury to Tenant, or damage or loss to Tenant's property, including but not limited to any injury, loss or damage caused by burglary, assault, vandalism, theft or any other crimes. All personal property placed or kept in the Premises, or in any space, or anywhere on the adjacent property of Landlord shall be at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of, such property.

18. **TENANT'S PERSONAL PROPERTY:** Tenant, at Tenant's sole cost and expense, will obtain and maintain during the term of this Lease insurance sufficient to cover potential loss or damage to Tenant's personal property, including without limitation any loss to Tenant's automobile or personal property in the Apartment or on or about the Community. Tenant agrees to look to that insurance, rather than to Landlord, to pay for any loss or damage to Tenant's automobile or other personal property. Moreover, to the extent permitted by law, Tenant releases Landlord, its agents and employees, from all claims and liability commonly insurable by that insurance, irrespective of whether the loss is actually insured.

19. **LIABILITY INSURANCE:** Tenant, at Tenant's sole cost and expense, should obtain and maintain in full force and effect during the term of this Lease, a comprehensive general liability renter's insurance policy which would insure Tenant and Landlord (and their respective agents, employees and invitees) against liability or claims for personal injury, wrongful death or a property damage for which Tenant is responsible under this Lease or by law. Said policy should have limits of not less than \$100,000.00 for personal injury to or death to any number of persons arising out of any one occurrence. Tenant acknowledges that he/she/they has provided Landlord with proof of insurance, and that continued maintenance of the aforementioned policy of insurance is a condition of this Lease Agreement. Initial \_\_\_\_\_

20. **ALTERATIONS:** Tenant shall not make any alterations or additions to the Apartment, including installation of contact paper and/or wall coverings or painting of any portion of the Apartment, without the prior written consent of Landlord. All such "approved" additions or alterations to the Apartment shall become the property of Landlord. If Landlord consents to contact paper, colored paint or wall covering then Tenant shall, prior to the termination of this Lease, restore the wall(s), cabinets, etc. to their original condition. If Tenant fails to remove any alterations prior to vacating the Apartment, Landlord may charge Tenant for the cost of such removal and restoration.

21. **RULES AND REGULATIONS:** A copy of the presently existing rules and regulations is made a part hereof by reference. The Landlord may amend the rules and regulations from time to time as the Landlord deems necessary. Additional rules and regulations may also be posted at various locations around the community. Any amendments shall be deemed effective when presented to the Tenant by the Landlord.

22. **SECURITY:** Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law, including video recording devices. In addition, each apartment unit may be equipped with a switch which when activated, will sound an alarm indicating an emergency within that particular apartment unit. Landlord shall not construe the installation of such an alert or alarm



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system as an undertaking or representation that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. It is further understood that the Landlord may elect to discontinue this service at any time with or without notice to Tenant. Tenant agrees to comply with the security procedures and response actions set forth by Landlord. Tenant agrees that local law enforcement agencies, rather than Landlord, are responsible for security.

From time to time, pictures may be taken of Tenants or Tenant's guests at community sponsored activities and may be used for promotional purposes posted on property website. Initial \_\_\_\_\_

**23. UTILITIES:** Electric and water charges will be paid directly to the Landlord and allocated based on the attached utility addendum. Utility charges are considered a part of your rent. Failure to pay any utility bill is a material and substantial breach of the lease and Landlord may exercise all remedies available under the lease, up to an including eviction for non-payment. The Tenant agrees to pay all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities to be disconnected by and mean (including non-payment of bill) until the end of the Lease term or renewal period. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease within two (2) working days of receiving demand for payment from the Landlord. Utilities shall be used only for normal household purposes and not wasted.

Tenant will be charged for the full period of time that Tenant was living in, occupying, or responsible for payment of rent or utility charges on the apartment. If Tenant breaches the Lease, Tenant will be responsible for utility charges for the time period Tenant was obligated to pay the charges under the lease, subject to our mitigation of damages. In the event Tenant fails to timely establish utility services, we may charge Tenant for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$50.00.

When Tenant moves out, Tenant will receive a final bill which may be estimated based on your prior electric, water, sewage & storm water usage. This bill must be paid at the time Tenant moves out or it will be deducted from the security deposit.

We are not liable for any losses or damages Tenant incurs as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. Tenant releases us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

Tenant agrees not to tamper with, adjust, or disconnect any sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject Tenant to eviction or other remedies available to us under your Lease. Initial \_\_\_\_\_

**24. INTERNET:** Tenant acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident of Resident's guest may create, place on the Internet or view. Resident may not use the shared network to engage in any criminal / illegal / unauthorized activity. Such violation constitutes a default by Resident under this lease. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Manager is not responsible for outages due to natural causes or third party damages. Tenant also agrees not to engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

Excessive data transfer may interfere with the experiences of other users of the System. Owner, Agent and Provider shall have the right to monitor the bandwidth utilization arising out of the System at any time and on an ongoing basis. Owner, Agent and Provider may limit Tenant's bandwidth utilization from time to time, if Owner, in its sole discretion, determines such utilization is excessive.

**25. MAINTENANCE AND REPAIRS:** Tenant shall keep the Apartment in a clean, sightly, and healthy condition and maintain all appliances and fixtures in good working order and condition and perform all other obligations required on the part of Tenant. Upon the expiration or earlier mutual termination of this Lease, Tenant shall return the Apartment back to the Landlord in the same condition of cleanliness and repair as it was at the move-in date, reasonable wear and tear accepted. Tenant may be charged for all necessary repairs and restoration of balcony, patio, walls, windows, ceilings, floors, carpeting, tile, tub, sinks, woodwork, paint, plastering, plumbing, pipes, appliances, fixtures and furnishings in or upon the Apartment or public areas damaged by Tenant, Tenant's agents, guests, or other persons for whom Tenant is responsible. Tenant likewise may be charged for replacement of missing, broken or worn-out parts of kitchen appliances or appliances thereto when the same shall have been lost or broken or misused by Tenant, Tenant's agents, guests, or other persons for whom Tenant is responsible. If the Apartment is not kept in the condition required by this Lease or Landlord reasonably believes that Tenant is compromising the safety of other tenants in the Building, Landlord may enter the Apartment without causing a termination of this Lease or an interference with Tenant's possession of the Apartment, and place the Apartment in the same condition as existed at the move-in date, and in such event, Tenant agrees to pay Landlord, on demand, and in addition to the Rent, the expenses of Landlord in restoring the Apartment to that condition.

**26. ACCESS:** Landlord shall have access to the Apartment for all purposes permitted by Kentucky law with reasonable notice, except in the case of an emergency, where no notice shall be required. If the Tenant (or co-tenant) requests Landlord perform service on the Apartment, such request for service shall be deemed permission for Landlord to enter the Apartment for the requested service.

**27. PETS:** Pets, whether brought to the Apartment by Tenant or by Tenant's guests or invitees, are not permitted in the apartment. Violation of this clause gives the Landlord the option to terminate this Lease and collect all rents due hereunder, plus any charges necessary for the extermination, refurbishment and re-leasing of the Premises in accordance with Kentucky Landlord Tenant laws.

**28. PARKING AND VEHICLES:** Regardless of the number of permitted occupants of the Apartment, subject to availability of space, no more than one motor vehicles per Bed may be parked on Landlord's property. Except as otherwise approved by Landlord in writing: (a) no vehicles other than properly licensed automobiles, motorcycles or trucks used as passenger vehicles may be operated or stored on Landlord's property by Tenant, Tenant's guests, or other persons for whom Tenant is responsible; (b) no parking is permitted in any unauthorized areas, including without limitations parking spaces assigned to other persons, fire lanes, and service areas; (c) parking for motorcycles may be restricted to certain areas in order to minimize damage to pavement from kickstands; (d) car repairs are not permitted anywhere within The Community; (e) washing of vehicles is strictly prohibited on premises; (f) no guest parking exceeding twenty-four (24) hours is permitted, unless the guest's vehicle is first registered with Landlord (Landlord reserves the right to limit the number of guest parking spaces) (all guests are required to have parking pass issued from office); and (g) no abandoned vehicle, inoperable vehicle (unless Tenant has made arrangements to tow or move such vehicle to a repair shop) or other unauthorized vehicle may be parked on Landlord's property. Any vehicle in violation of these provisions may be towed at Tenant's sole risk and expense. The Landlord may immediately remove any vehicle owned by Tenant remaining on the property after the termination of this Lease with full immunity from damages for such removal.

Use of parking areas or garages shall at all times be at the risk of Tenant and Landlord assumes no liability for any vehicle or the contents thereof or for any damage caused to or by any vehicle or its contents, whether by theft or any other cause.

**29. DAMAGE TO PREMISES:** If, during the term of this Lease, the Apartment is rendered untenantable by fire or other casualty, the elements, acts of God, unavoidable accident or a public enemy, and, in Landlord's reasonable judgment, said Apartment can not be repaired within sixty (60) days from the happening of such event, then, in such case, this Lease shall cease upon the date of such unavoidable damage



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- and the then Monthly Installment of Rent due shall be prorated to the time of such damage. If, in Landlord's reasonable judgment, such injury can be repaired within sixty (60) days thereafter, Landlord may enter and repair the Apartment and this Lease shall not be terminated; however, Rent shall be prorated during the repair period based upon the extent of the damage. Tenant hereby acknowledges and understands that Tenant shall be personally, jointly and severally liable for any and all damages caused by Tenant's negligence or the negligence of individuals under Tenant's custody and control in and around the apartment. Tenant hereby expressly agrees to indemnify Landlord and hold Landlord harmless from any and all damages sustained by Landlord, Landlord's Apartments, or the common areas in and around Tenant's Apartment that emanate from Tenant's negligence.
30. **STATUTORY REQUIREMENTS:** The Tenant further agrees to obey, observe and promptly comply with all present and future laws, ordinances, rules, regulations, orders and requirements of all governmental authorities or agencies, respecting the use and occupancy of the Apartment and not to use or permit the Apartment to be used for any unlawful or immoral purpose or in such manner as to create a nuisance or disturb other tenants or occupants of the Building or neighboring building or property, or to injure the reputation of said Building, or The Community, or to suffer anything to be done within the Apartment which will increase the rate of fire insurance on the Building.
31. **EMINENT DOMAIN:** Should the Apartment, or the Building or any substantial part thereof be acquired or condemned resulting from the power of eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of possession required by the condemning authority. Tenant agrees to make no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease or otherwise.
32. **MOVE-OUT:** Upon any move-out, Tenant agrees to return the Apartment to at least a broom-clean condition and return all keys and card access keys to the leasing office. Unless Tenant secures a written receipt for such items from a representative of Landlord, the Landlord may deem such items lost and charge Tenant the cost to replace such items. Initial \_\_\_\_\_
33. **INDEMNIFICATION:** Tenant acknowledges that Landlord may provide certain amenities to Tenant from time to time, including, but not limited to, the use of a community room, home theatre and fitness center (hereinafter, collectively, the "Amenities"). Tenant agrees that Tenant shall at all times strictly comply with all applicable rules and regulations pertaining to use of the Amenities. Tenant further agrees that (a) the use of any of the Amenities shall be at the user's sole risk; (b) Landlord shall not be held responsible for any loss, theft or damage to personal property or for any personal injury or wrongful death sustained by persons utilizing the Amenities (including Tenant, Tenant's guests, invitees and family members) and said users of the Amenities shall hold the Landlord, its agents and employees, harmless from any and all liabilities arising from such loss or injury, including attorneys' fees and costs of defense of such claims.
34. **GUARANTOR:** For those Tenants who do not meet Landlord's independent financial means criteria, the Landlord may require, as a condition of this Lease, a binding Guarantor, the "Guaranty". Unless explicitly waived below, Landlord reserves the right to cancel this Lease in the event such Guaranty is not fully executed, notarized, and returned to the Landlord within 14 days from the date of execution of this Lease by Tenant, or if Guaranty is not fully executed, notarized and returned to the Landlord prior to occupancy, whichever time period is shorter. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to Landlord as to the performance of the covenants of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.
- It is understood by Tenant that failure to return the Parental Guaranty document (page 8) does not release Tenant from his/her responsibilities and obligation for the entire Term of the Lease. Initial \_\_\_\_\_
35. **TENANT OBJECTION NOTIFICATION:** Tenant shall, within five (5) days after occurrence, notify Landlord in writing, of any alleged violation by Landlord of any of its obligations arising under this Lease or otherwise. Any notices or demands to Landlord whether pursuant to this Lease or otherwise, must be in writing and must be delivered by hand delivery or certified mail, Return Receipt Requested, to: 500 Ruggles Place, Louisville, KY 40208. The failure of Tenant to make such notification in writing, within the time prescribed shall constitute a total and complete waiver of said objection, and shall not be alleged by Tenant as any grounds for non-performance of any provision of this lease in a court of law or otherwise.
36. **BILLING RIGHTS:** Landlord, at its sole discretion, and as a service to Tenant may bill resident in the form of an invoice for rent and other charges due. The absence of a statement does not negate the amounts due. It is further understood that the Landlord may elect to discontinue this service. If Tenant feels an invoice is incorrect the following procedure should be followed: Write the management office on a separate sheet of paper at the address referred to in this lease agreement within 5 days after error or problem appeared. The Tenant may telephone but doing so will not preserve Tenant's rights. In the letter, give the following information: Name, Apt. # and Bed #, the dollar amount of the suspected error, describe the error and explain why Tenant feels there is an error. Tenant is still obligated to pay all amounts due until which time the questions are resolved.
37. **ERRORS AND OMISSIONS:** During the course of business, the Landlord, Agent for the Owner, reserves the right to require the resident to cooperate when making corrections and/or obtaining information not collected at the time the lease was executed and signed between the two parties. Notwithstanding any other provisions of this lease, this provision grants the gathering of additional information for collection purposes and updating changes in the Rules and Regulations, utility provisions and company policies. The Landlord agrees to provide a 30 day notice for any changes that will affect a lease contract 6 months and greater, and the resident agrees to cooperate with the information requested and changes to maintain business as usual.
38. **JOINT LIABILITY IN ISSUES OF CONTRACT AND NEGLIGENCE:** The covenants and conditions stated in the Lease shall bind all tenants jointly and severally in issues of contract and negligence.

### GENERAL PROVISIONS:

2. **HEADINGS AND USE OF TERMS:** The terms "Landlord" and "Tenant" whenever used in this Lease shall include the singular or plural of either when applicable. The use of captioned headings is solely for the ready identification of various provisions. As such, they are in no way a part of said Lease, nor do they add to or distract from the provisions contained therein.
3. **ORAL STATEMENTS:** This Lease shall contain the sole agreement between the Landlord and Tenant. No oral statement between the Landlord and the Tenant, or between the Tenant and any agent or employee of the Landlord, unless committed to writing and executed by the Landlord or agent on behalf of the Landlord, shall be construed as a binding agreement between the Landlord and the Tenant.
4. **PARTIES BOUND:** This Lease shall inure to, and be binding upon the heirs, executors, administrators, and assigns of the parties hereof subject to the provisions of paragraph (14) above.
5. **PRELIMINARY DOCUMENT:** Tenant agrees that all information contained in the rental application signed by Tenant prior to signing this Lease is true and correct. Tenant understands and acknowledges that Landlord relied upon the information contained in the rental application in making this Lease and that if any information contained in the rental application proves untrue or incorrect in any material respect, then Landlord may terminate Tenant's right to possession of the Apartment, with the same force and effect as if such untrue statements constituted failure of Tenant to perform any covenant of this Lease.



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**ATTACHMENTS:** In addition to Rules and Regulations attached to this Lease, the following checked attachments, if any, are made a part of this Lease and incorporated in this Lease by reference (if none, state "None"):

- Facility Access Addendum
- Equal Housing Commitment
- Moisture, Mildew, Mold Addendum
- Community Rules and Regulations
- Smoke Detector Addendum
- Bed Bug Addendum
- Parental Guaranty

**THIS LEASE is effective on the date first written above.**

**TENANT:** \_\_\_\_\_ **DATE OF EXECUTION:** \_\_\_\_\_

**(Sign name)** \_\_\_\_\_ **(Print name)** \_\_\_\_\_ **(Date)** \_\_\_\_\_

**LANDLORD:** UNIVERSITY RESIDENCES - LOUISVILLE, LLC by: Edwards Student Housing Management Company, LLC, Its Managing Agent

by: \_\_\_\_\_ Authorized Witness \_\_\_\_\_  
An Authorized Manager

**Addendums**

**FACILITY ACCESS ADDENDUM**

Each resident is provided one complimentary Facility access card. Resident acknowledges receipt of 1 facility access cards. Access cards shall be returned to the landlord in good condition upon termination of the lease. Replacements for lost or damaged access cards can be purchased for \$25.00 each. Access cards shall not be given to any person, other than the Resident, at any time. Lost or stolen access cards should be reported to the rental office immediately.

**TENANT:** \_\_\_\_\_ **LANDLORD:** UNIVERSITY RESIDENCES - LOUISVILLE, LLC  
Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_ Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_

**SMOKE DETECTOR ADDENDUM**

The Tenant acknowledges that a UL listed smoke detector has been installed in the Apartment. Tenant will test the smoke detector and determine that it is operating upon move in. Tenant agrees to inspect and test the smoke detector once each month. Tenant shall not tamper with, remove, or replace any parts or equipment of the smoke detector except "dead" or missing batteries, if applicable. The Tenant will notify Landlord or Landlord's agent of an inoperative smoke detector by certified letter. Landlord will not be responsible or liable for replacing or repairing an inoperable smoke detector until after Tenant properly delivers such written notice. Landlord shall not be responsible for any injury or damage to persons or property occurring in the premises that in any manner arises from Tenant's failure to test, inspect or maintain the smoke detector as provided by this addendum or from Tenant's failure to comply with the Louisville City Code; and Tenant shall indemnify Landlord from such damage or liability.

Tenant and Tenant's guests or invitees shall abide by all smoke detector rules. Each Tenant shall be jointly and severally liable for damages and all other obligations set forth herein.

**TENANT:** \_\_\_\_\_ **LANDLORD:** UNIVERSITY RESIDENCES - LOUISVILLE, LLC  
Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_ Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_

**EQUAL HOUSING COMMITMENT**

University Residences - Louisville, LLC, has gone to extraordinary lengths to make our community available and accessible to everyone regardless of race, creed, color, sex, national origin, handicap, familial status, or sexual orientation. If there is any area where you feel that we have failed to serve you as a result of your membership in one or more of these protected classes, please bring it to our attention.

**TENANT:**

LANDLORD: UNIVERSITY RESIDENCES - LOUISVILLE, LLC

Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_ Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_

**MOISTURE, MILDEW, AND MOLD NOTIFICATION ADDENDUM**

It is the goal of the Landlord to maintain the highest quality living environment for the Tenant. The Landlord has inspected the apartment prior to move in and knows of no damp or wet building materials, and knows of no mold or mildew contamination. New Tenant is hereby notified that mold, however, can grow if the apartment is not properly maintained or ventilated. If moisture is allowed to accumulate in the apartment, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the apartment. It is also important that the Tenant keeps the interior of the apartment clean and that they promptly notify the Landlord of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the apartment in a manner that prevents the occurrence of mold or mildew in the apartment. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities.

1. Tenant agrees to keep the apartment dry. Excessive moisture buildup can result in the growth of Mold.
2. Tenant agrees to immediately report to Landlord any water intrusion, such as plumbing leaks.
3. Tenant agrees to report to the Landlord any significant mold growth on surfaces inside the apartment.
4. Tenant agrees to allow the Landlord to enter the apartment to inspect and make any necessary repairs.
5. Tenant agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages and expenses, including but not limited to, attorney's fees that Landlord may sustain or incur as a result of negligence of the Tenant.

**TENANT:**

Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_

**BED BUG ADDENDUM**

Your apartment has been thoroughly inspected prior to your occupancy and found to be bug free. Upon signing a new lease or renewal, you will be requested to make a thorough inspection of your current home and all personal belongings. You will also certify to your Landlord that after a good faith inspection of your personal property and current residence, that you do not have a bed bug infestation. Since bed bugs are brought into a building by "hitchhiking" on the belongings of residents, our Bed Bug Policy requires that all residents take an active role in preventing bed bugs from entering the premises, including, but not limited to, the following:

- Learn to identify bed bugs. There are many good resources on bed bugs, one is <http://ohioline.osu.edu/hyg-fact/2000/2105.html>
- If you discover or suspect bed bugs, immediately contact your manager. Do not attempt to eradicate them yourself.
- Periodically inspect in and around your bed.
- Periodically inspect your couches and recliners.
- Inspect baseboards, night stands, dressers, molding and shelving.
- Inspect backpacks and suitcases.
- Don't bring second hand furniture items into your home unless the item has been thoroughly inspected by a knowledgeable person or certified as bed bug free.
- Run the vacuum on all carpet areas.
- Clean and reduce the clutter in your bedroom to eliminate places for bed bugs to hide.
- Wash clothes and linens frequently in hot water and dry in a hot dryer.
- Get plastic or vinyl bed covers and seal zippers with tape.
- Notify Landlord: Tenants shall report any infestation or suspicion of infestation immediately upon discovery to the Landlord. Tenant understands that the cost of extermination, and possibly the invasiveness of extermination, will be greatly reduced if the infestation is reported as early as possible.

**TENANT:** \_\_\_\_\_ LANDLORD: UNIVERSITY RESIDENCES - LOUISVILLE, LLC

Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_ Signature \_\_\_\_\_ Date of Execution \_\_\_\_\_



The undersigned, as evidenced by my/our signature(s) below, fully understand that I/we unconditionally guaranty and am/are JOINTLY AND SEVERALLY responsible for all of the Tenant's obligations under this Lease, including the punctual payment in accordance with the terms hereof, of the Rent, chargeable damages and all other sums payable, or stated to be payable, with respect to this Lease. It is understood that this is a guaranty of payment and that I/we am/are liable for the Tenant's failure as though I/we signed the Lease as Tenant. It is further understood that I/we shall remain responsible for all obligations of Tenant under the Lease throughout the original term and any renewal term or holdover. The undersigned Guarantor(s) will promptly pay to Landlord, any such amounts owed pursuant to the Lease, and all damages that may arise in consequence of any default by Tenant under the Lease, upon receipt of written notice of such default from Landlord. Landlord shall not be obligated to pursue Tenant for any damages prior to requiring Guarantor(s) to pay all amounts owed pursuant to this Guaranty. Notice shall be deemed received by Guarantor(s) upon mailing first class, U.S. Mail, postage prepaid said notice to the address(es) below.

By signing below, I/we authorize the use of any credit reporting/screening agencies to verify credit. I understand that a credit check will appear on my credit report as an inquiry. Further, my signature authorizes the management and credit reporting/screening agencies to later exchange credit information and access my credit report in the event of a default, for collection or skip tracing purposes.

Students Name \_\_\_\_\_ Relationship \_\_\_\_\_  
(parent, grandparent, guardian, aunt, uncle or specify other)

**GUARANTOR:**

**GUARANTOR:**

Print name \_\_\_\_\_ Print name \_\_\_\_\_  
Social Security Number \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security Number \_\_\_\_/\_\_\_\_/\_\_\_\_  
Street address \_\_\_\_\_ Street address \_\_\_\_\_  
City, state and zip code \_\_\_\_\_ City, state and zip code \_\_\_\_\_  
Phone Number \_\_\_\_\_ Phone Number \_\_\_\_\_  
Email address \_\_\_\_\_ Email address \_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_  
Guarantor signature \_\_\_\_\_ Guarantor signature \_\_\_\_\_

Apartment Address: 1514-204-2  
Lease Dates: 5/1/10 to 8/5/10  
Lease Amount: ONE thousand six hundred sixty five (\$ 1665 )  
Employee Witness Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Guarantor ID \_\_\_\_\_ ID # \_\_\_\_\_ State Issued \_\_\_\_\_

**Coed Addendum for Residents**  
In reference to Section Number 7 of the Agreement of Lease, we hereby forfeit our right to release without the written consent of all parties residing in the apartment, all guarantors of the leases, and the Management of The Province.

Guarantor signature \_\_\_\_\_ Guarantor signature \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ By \_\_\_\_\_  
Print Name of Guarantor

Notary Signature \_\_\_\_\_ Commission Expires \_\_\_\_\_

**LANDLORD:**  
UNIVERSITY RESIDENCES - LOUISVILLE, LLC

An Authorized Manager \_\_\_\_\_ Date of Execution \_\_\_\_\_

**THIS DOCUMENT MUST BE NOTORIZED**



The Province - Louisville Lease 2010

**COMMUNITY RULES AND REGULATIONS**

Edwards Companies develops the finest apartment communities and we take pride keeping them clean for all residents. In order to maintain a high quality of living we must establish rules and regulations so that all residents understand our expectations and always have a great place to call home.

Our customers agree to comply with the Rules and Regulations as set forth below. Please understand that violation of these Rules and Regulations constitutes a default in the Lease Agreement and The Province at Louisville may proceed with an eviction action. You may be charged for violations and they are due and payable with the succeeding month's rent.

1. Tenant shall keep the Apartment clean, safe and sanitary, both inside and outside, including common areas and breezeways.
2. Landlord shall routinely conduct preventive maintenance services and inspections of all apartments to maintain quality standards. During these routine preventative maintenance inspections if ANY abuse to the apartment or damages are found repairs will be made and the customer(s) will be billed for the cost of the repairs / cleaning. **Tenant Initial** \_\_\_\_\_ **Guarantor Initial** \_\_\_\_\_
3. Tenant must pay repair costs for damages by guests or invitees.
4. Shower curtains are required on all tubs and shower stalls.
5. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. Nothing may be visible from outside of the window except the blinds provided by Landlord.
6. After three (2) lock out services during normal business hours, a fee of \$25.00 will be assessed per occurrence. After hours lock out service will be assessed a fee at the rate of \$50.00 per occurrence beginning with the first (1<sup>st</sup>) such request.
7. Tenant shall be responsible for replacement of all interior light bulbs.
8. No animals are permitted.
9. No business enterprise may be conducted nor are signs permitted to be displayed in the Apartment Community.
10. No charcoal or gas grills are allowed on property. Grills are provided in designated areas by Management.
11. No incense, candles, hookahs or other combustible or odor producing items shall be burned in the Apartment.
12. The property will not be used to store bicycles, motorcycles and other vehicles for any purpose other than ingress and egress. Landlord reserves the right to remove vehicles and will not be held responsible for damage during the removal.
13. Limited guest parking is available. Tenant agrees to abide by all parking regulations and not park in fire lanes or obstruct the flow of traffic.
14. Parking decals are required. Tenant agrees to display such decal as instructed. Tenant's vehicle and the vehicle of Tenant's guest shall be subject to being towed at Tenant's or guest's expense if they do not follow the parking requirements.
15. Cars that are unsightly, inoperative (e.g. flat tires, broken glass), excessively leaking fluids will be towed at owner's expense. Washing vehicles and performing mechanical work thereon is strictly prohibited.
16. Tenant and guests shall at all times maintain order and will not make or permit any loud, improper conduct or disturb the comfort of other customers. Tenants are allowed to have no more than 2 guests per bed. The following is a breakdown of total individuals allowed in each bedroom type: 1 Bedroom – 3 people, 2 Bedroom – 6 people, 3 Bedroom – 9 people, 4 Bedroom – 12 people
17. No guest shall be permitted in the business center or clubhouse facility except in the accompaniment of a Tenant.
18. Guests are not permitted to stay more than seven (7) days.
19. Solicitation shall not be permitted within apartment community.
20. Tenant must keep utilities (electricity, gas, etc.) turned on during the full lease term. From the date utilities are turned off by cancellation or otherwise, it is presumed that the Tenant has abandoned the apartment and the Landlord may enter and take possession.
21. Trash and refuse will be deposited directly into such dumpsters and not left in the units or in the common area, breezeways or similar places.
22. Extinguishing or disposal of cigarette butts outside of the Apartment is dangerous and is considered littering and is strictly prohibited. Smoking is not permitted in common areas, breezeways, the conference center, leasing office, or at the entrances to any buildings.
23. Storage of any flammable or explosive items is strictly prohibited on or about the Premises or Apartment complex.
24. No radio wires, television or other aerials, satellite dishes or any other objects whatsoever shall be attached to the roof or exterior of any building.
25. Waterbeds are prohibited.
26. Illegal drugs or other illegal activities are prohibited in the Apartment Community.
27. Tenant shall not make alterations or additions to the Apartment without the prior written consent of Landlord.
28. Recreation areas and the other Amenities may be used only during the posted hours. No glass bottles and/or glass cups will be permitted on or near any of the amenity areas on the property (pool, fitness center, movie theater, etc.)
29. All persons using the pool, spa, fitness facilities, tanning beds, conference center, club room or community room, or any of the other Amenities do so at their own risk and responsibility. The Landlord and its agents assume no responsibility for accidents or injury in connection with such use. Tenants will be responsible for all actions of their guests.
30. No swimming or recreation allowed in any of the retention ponds.
31. Landlord reserves the right at any time to make changes to these Rules and Regulations.

The following shall apply to complaints concerning a Tenant's violation (Pet violations are double the amounts of posted fees):

*First:* Upon a first complaint, a \$50.00 fee will be assessed against Tenant.

*Second:* A \$100.00 fee shall be assessed and the Lease can be declared in default and the Landlord may proceed with eviction of the Tenant in violation.

I have read the rules and regulation and I understand that the violation of any one is a default under this Lease and is grounds for eviction.

**TENANT:**

**GUARANTOR:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**LANDLORD:** UNIVERSITY RESIDENCES - LOUISVILLE, LLC by: Edwards Student Housing Management Company, LLC,  
Its Managing Agent

by: \_\_\_\_\_  
An Authorized Manager

\_\_\_\_\_ Date of Execution