

## LEASE AGREEMENT

Date:	Apartment Community: <b>The Centre at Overton Park</b> (the "Community")	
Resident Name: (herein "you" or "your")		Permanent Address:
Landlord/Owner: <b>Centre Lubbock TX LLC</b> (the "Owner" or "us", "we" or "our" and any reference to us includes our Manager)		Owner's Address: <b>2400 Glenna Goodacre Blvd</b> <b>Lubbock, TX 79401</b>
Property Manager: <b>EDR Management Inc.</b> ("Manager")	Lease Term: _ ("Starting Date") to ("Ending Date")	

**READ THIS LEASE CAREFULLY. THIS IS YOUR CONTRACT WITH US. THIS IS OUR ENTIRE AGREEMENT.**

**NO ORAL REPRESENTATIONS MADE BY US OR ANY OTHER PROMISES OUTSIDE OF THIS LEASE ARE BINDING UPON US.**

1. **LEASED PREMISES:** We agree to lease to you and you agree to lease from us, one unfurnished bedroom for your exclusive use (referred to herein as your "**Bedroom**") in a \_ bedroom apartment (**X**), and together with the other residents of the apartment, you have the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which you have access without going into another bedroom, including the living room, kitchen, a common bathroom, all of the associated appliances and furnishing, and where applicable, laundry facilities within the Apartment (the "**Common Areas**"). Your Bedroom, the other bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "**Apartment**". In addition, you have the right to non-exclusive use of those areas of the Community to which all residents have general access. You also have joint use of the mail box that is assigned to you by us (the "**Mail Box**"). If the Postmaster serving the Community has instituted or begins during the Lease "single drop delivery", we will place your mail in the Mail Box. We may require that you show a valid photo identification to retrieve packages. If packages and deliveries are not picked up within **30 days** of delivery we may return them to sender or the post office. If we accept packages for you it is for your convenience, we are not responsible for loss, theft, damage or delays in delivery and/or failure of delivery of your mail or packages.
2. **LEASE TERM.** The Lease starts on the Starting Date, and ends at **12:00pm** on the Ending Date (the "**Lease Term**"). You are liable under the terms of this Lease for the full Lease Term. You will not be released from your liability under this Lease due to school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of any of the residents in the Apartment, bad health, or for any other reason, except for involuntary military service. You may not occupy your Bedroom until the Lease and any required payments, guaranty or other documents (such as a credit or background check) have been completed, executed and delivered to us. At our discretion, we may waive any of the required documents or requirements in which case this Lease is effective as if all such documents had been provided. We will not hold a particular Bedroom for you while we are waiting on you to submit a complete set of documents. If your Bedroom is not available for occupancy on the starting date of the Lease Term, you are not excused from paying Rent unless we fail to provide you with reasonably comparable alternate housing, and transportation if necessary, for that period of time from the start date of the Lease Term until your Bedroom is available for your occupancy. Thereafter, if your Bedroom cannot be occupied due to damage or destruction, we will proceed as described in Paragraph 12 of this Lease. **Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your Bedroom to be ready for occupancy on the start date of the Lease Term or at any time thereafter.**
3. **RENT AND ADDITIONAL CHARGES.** Your "**Rent**" for the Term is \$\_ (plus incidental additional charges as identified in this Lease and applicable sales taxes). It is payable in \_, (1) equal installments of \$\_ payable as follows; the first installment due on \_, with remaining installments due on or before the **1st** day of each month beginning \_.

The breakdown of your regular installments are:

<b>REGULAR INSTALLMENT</b>
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Base Rent	\$
Pet Rent	\$
<b>TOTAL RENT</b>	<b>\$</b>

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

**If your Rent is not paid by 10am on the fourth (4th) day of the month, your Rent is late and you will be charged \$25.00 in addition to your Rent. In addition, beginning with the 6th day after the due date for payment of a Rent Installment, you will be charged an additional late charge of \$5.00 per day for each additional day that the Rent Installment or any part of it remains unpaid. Post-dated checks will not be accepted. If you choose to make an electronic payment transaction fees may apply.**

4. **APPLICATION OF PAYMENTS.** Payments under the Lease shall be applied to your account in the following manner: first to satisfy unpaid late charges, dishonored check service charges in the amount of **\$30.00** per returned check, interest, and other fees owed by you; second to maintenance and repair costs chargeable to you; third to outstanding legal fees and/or court costs legally chargeable to you; fourth to outstanding utility bills that are your responsibility; fifth to deposits or portions thereof due from you; and sixth to Rent. While we do not have to, we may accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent regardless of any notations on your check or otherwise purporting to "pay in full" with a payment of less than the full amount you owe.

5. **UTILITIES** We will furnish the following utilities (through independent third party providers) if checked: Cable TV, Electricity, Gas, Water, Sewer, Garbage Removal, Telephone.

Utility service is sub-metered and monitored by a third party company who will provide billing statements for utility services to the Owner which will be billed to the Resident accounts. (See Attached Sub-metering addendum). You must comply with all the rules and regulations of the cable, telephone and internet service provider. We will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption, surge or failure. We are not liable for any damages and are not responsible to take any action if your service is interrupted or discontinued as a result of your violation of any of the rules or regulations of the cable, telephone and/or internet service provider.

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

6. **INTERNET.** We will provide internet service to you for your noncommercial use. You acknowledge that the internet service is a shared service. We have no duty to you to edit, censor, review or take any responsibility for any information you or your guests may create, place on the internet, or view. You shall not use the internet we provide to engage in any criminal, illegal or unauthorized activity and any such use is a default of this Lease. Any violation of the Digital Millennium Copyright Act ("DMCA") is a breach of this Lease. You shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. You shall not use rogue devices, including wireless routers or modems, or take any measures to interfere with our internet systems by configuring devices connected to our network so that they can communicate on our network using the internet protocol. Your use of the internet is at your sole risk and we are not responsible for your equipment, programs or software. Although we strive to provide superior internet service and sufficient bandwidth to our residents, we are not responsible for slow internet or other residents taking up significant bandwidth. **WE RESERVE THE RIGHT TO INTERRUPT YOUR INTERNET SERVICE IN RESPONSE TO A BREACH OF THIS LEASE, INCLUDING BUT NOT LIMITED TO A FAILURE TO PAY RENT OR A VIOLATION OF THIS PARAGRAPH 6.**

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

In the event of an emergency, as determined by us, we may relocate you upon less than **5** days' notice. The fact that you and the other residents of the Apartment may be in conflict with each other will not be grounds to terminate the Lease. We are not liable if another resident in the Apartment was untruthful on any written documentation. If you request to be relocated and we are able to accommodate your request, a fee of **\$300.00** will be required to be paid in advance of any relocation. Our consent to one or more relocations will not be a waiver of any right to consent to any future relocation.

8. **NON-REFUNDABLE SERVICE FEE.** In addition to the Rent you agree to pay, a one-time non-refundable service fee of **\$50.00** for the use of facilities and service-related functions associated with this Lease (the "**Service Fee**"). This fee in no way releases you from the obligation of leaving your Bedroom and the Apartment in a good and clean condition, reasonable use and wear excepted. The Service Fee is non-refundable and becomes our property whether or not you take possession of your Bedroom.
9. **FURNISHINGS.** You assume full responsibility for items furnished by us and agree to return them to us at the expiration of the Lease Term in as good condition as when you receive them, reasonable wear and tear excepted. You will be responsible for returning all furniture to its original position prior to vacating your Bedroom and the Apartment. You will not remove our furniture, televisions, appliances, routers, fixtures, and/or furnishings from the Apartment for any purpose. You shall be responsible for all loss, breakage or other damage to furnished items.
10. **RIGHT OF ENTRY.** So long as we are in compliance with local laws, we have the right, as do our contractors, to enter the Apartment and your Bedroom at all reasonable times, with reasonable advance notice to you even without your consent, to inspect, remodel, repair, maintain and protect the Apartment and your Bedroom as we see fit, in our sole discretion, and to show the Apartment or your Bedroom to prospective residents, purchasers or representatives of insurance or lending institutions. We have the right to enter your Apartment and Bedroom at any time without notice in the event of an emergency. **You may not change any locks. You agree that your request for maintenance or repairs shall constitute permission to enter.**
11. **HOLD HARMLESS NOTICE AND ACKNOWLEDGMENT.** We are not liable to you or your guests for any damage or injury to you, your guests or your personal property or to any person entering the Apartment or the Community, for injury to person or property, including damage to vehicles, arising from theft, vandalism, acts of terror or casualty. A casualty might include but is not limited to fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions. **You agree to indemnify, waive all subrogation, and hold us harmless from all claims, costs, and expenses arising from injury to person or property to you or any of your guests regardless of the cause, including our negligence.** Provided, however, this indemnity shall not seek that you indemnify us from our gross negligence or willful or intentional misconduct. We are not liable if another resident in the Apartment was untruthful on any written documentation or our background check failed to disclose prior criminal behavior.

**WE DO NOT UNDERTAKE A DUTY TO PROTECT YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** You agree that we do not promise, warrant or guarantee the safety and security of you, your guests or your personal property against the criminal actions of other residents or third parties. No security system, including video cameras, controlled access gates, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. We do not monitor any security video cameras or other photographic surveillance that may be installed at the Community. As to any and all security measures taken at the Community, you may not rely for your personal safety upon any measures we may take to secure the building/s. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, you should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure your own safety and that of your guests and the other residents of the Community. You agree to lock your Apartment door when you are not there, not to prop open exterior doors, not let unauthorized persons enter controlled entrances, and to notify us immediately if you see suspicious activity or anything that gives you cause for alarm. **You acknowledge that you have read, understood and agree with the above notice. You have received no representations or warranties, either expressed or implied, as to the overall safety of the Apartment and Community and/or any security system at the Community. We have not in any way stated or implied to you that the security of person or property is provided, promised or guaranteed or that the Community was or will be free from crime.**

12. **DAMAGE OR DESTRUCTION OF PREMISES.** If, in our opinion, your Bedroom should become unavailable or unlivable during the Lease Term because of damage or destruction by fire or other casualty, we shall have the right to terminate this Lease, or move you to similar accommodations within the Community and repair and restore your Bedroom. In the event of such damage or destruction to your Bedroom your obligations to pay Rent will be waived only if we terminate this Lease, or do not furnish you with a bedroom within the Community or reasonably similar accommodation.
13. **DEFAULT.** You are in violation of this Lease if:

- a. You fail to provide all of the required fees, deposits and documents, including a guaranty or security deposit, within **10** days of our execution of this Lease. You fail to provide proof of general liability insurance coverage **10** days prior to your move-in date;
  - b. You fail to pay Rent or any other amount owed as directed by this Lease;
  - c. You or your guest violates this Lease or any addendum to it, the Rules and Regulations, or any other rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
  - d. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
  - e. You fail to move into your Bedroom after completion of all required documentation, or if you abandon or apparently abandon your Bedroom (that is, it appears that you have moved out before the end of the Lease Term because clothes and personal belongings have been substantially moved out of your Bedroom);
  - f. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
  - g. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia or theft, burglary, pornography, physical assault, indecent exposure, sexual molestation and/or any unlawful conduct involving a minor, regardless of whether such activity results in jail or prison time and/or deferred adjudication;
  - h. Any illegal drugs or illegal drug paraphernalia are found in your Bedroom or the Apartment (whether or not we can establish possession);
  - i. Your inability or refusal to adjust to the concept and requirements of living in a multi-resident apartment environment as evidenced by repeated complaints about you made by the other residents or the staff in the Community;
  - j. You keep any handgun, firearm, air gun or weapon of any type, or any explosive, flammable, or any extra hazardous substance or device, or any article or thing of a dangerous nature in your Bedroom or in the Apartment.
  - k. If any guest of resident occupies all or part of the Apartment for more than seven (7) days.
  - l. Your apartment is kept in a condition that prevents the leasing of any vacant bedrooms because of current resident living habits, odors, sanitary conditions, damage or lease violations, excessive guests, or inappropriate behavior towards staff or prospective resident.
- 14. REMEDIES.** If you are in violation of this Lease, we can, without demand or notice (other than the notice that is provided in this paragraph) in addition to other remedies allowed by law:
- a. Collect any charge imposed by the Lease;
  - b. Interrupt your internet service;
  - c. Sue to collect past due Rent and any other damages incurred because of your violation of the Lease;
  - d. Terminate the Lease and your right to occupy your Bedroom and institute an action for eviction;
  - e. Terminate your right to occupy your Bedroom and institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Bedroom;
  - f. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease;
  - g. Report all violations to credit reporting agencies
  - h. In any such case, we will ask the court of appropriate jurisdiction to require you to be held responsible for the paying of such attorney's fees and court costs for the enforcement of this Lease as may be provided for by state law or this Lease. We shall have the option to accelerate the rent due for the remaining term of this Lease. Action on our part sufficient to accelerate the rent due hereunder shall include the filing of an action for possession and/or damages in a court of competent jurisdiction. The exercise of any remedy by us should not be taken to exclude or waive the right to exercise any other right or remedy which we might have. Our acceptance of keys or possession of the rental Apartment shall NOT be deemed an acceptance of your surrender of the leasehold nor a rescission of this Lease You shall be liable for any and all attorney's fees incurred as a result of our pursuing a remedy provided hereunder, whether suit be filed or not; and
  - i. Do any combination of a, b, c, d, e, f, g, or h.
  - j. As to a default for failure to provide all of the required payments and documents, including a guaranty or security deposit, within **15** days of our execution of this Lease. In addition to terminating the Lease, we will charge you liquidated damages in the amount of **three** Rent Installments, which charge is a reasonable approximation of our actual damages due to your failure to comply with the Lease terms after binding yourself to this Lease.

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

specifically agree to it in writing.

15. **RULES AND REGULATIONS.** You agree to comply with all Rules and Regulations attached to this Lease, as such Rules and Regulations may be amended from time to time by us ("**Rules and Regulations**"). These Rules and Regulations are incorporated in this Lease and are a part of the Lease just as if they were written on this page. Any reasonable alterations, additions, and modifications to such Rules and Regulations that we may make from time to time shall likewise be considered a part of this Lease with the same force and effect as though written herein.
16. **CONDITION OF PREMISES.**
- a. **Acceptance of Apartment.** An Apartment Condition Form will be provided to you at the time that you move into the Apartment. Within 48 hours after you move-in, you are required to return the Apartment Condition Form and notify us in writing of any defects or damages in your Bedroom and in the Apartment; otherwise, your Bedroom, the Apartment, and the fixtures, appliances and furniture in your Bedroom and the Apartment will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. **WITH THE EXCEPTION OF THE ITEMS SPECIFIED IN YOUR WRITTEN NOTICE, YOU ACCEPT YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT IN THEIR "AS-IS" CONDITION, WITH ANY FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THOSE WARRANTIES, IF ANY WHICH CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW) WITH REGARD TO YOUR BEDROOM, THE APARTMENT, AND THE FIXTURES, APPLIANCES AND FURNITURE IN YOUR BEDROOM AND THE APARTMENT.**
- b. **Duty to Maintain.** You are responsible for taking reasonable steps to keep your Bedroom and the Apartment you share in good condition and to notify us immediately of any conditions that require a repair or other attention. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. You shall (i) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, under the kitchen sink or in the pantry, ceilings and bathroom fixtures; (ii) mop up spills and thoroughly dry affected areas as soon as possible after a moisture occurrence; (iii) use exhaust fans in the kitchen and bathroom when necessary; and (iv) keep the climate and moisture in the Apartment at reasonable levels. You shall keep your Bedroom and the Apartment you share in a tidy condition, particularly the kitchen and bathroom sanitary and dry. **You shall promptly notify us of the presence of any of the following conditions: (i) a water overflow, intrusion or leakage, excessive moisture, or standing water inside the Apartment or in any Common Areas; (ii) mold or mildew growth in or on the Apartment that persists after you have tried to remove it with a household cleaning solution; (iii) a malfunction in any part of the heating, air-conditioning or ventilation system in the Apartment.** You agree to maintain the Apartment in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us of the presence of bedbugs and any other pests and you shall (i) keep the Apartment in a clean and sanitary condition at all times and not introduce any furniture or textiles from unknown sources into the apartment; (ii) cooperate with us in eradicating any pests and take the measures recommended by a qualified expert; (iii) immediately notify us of any re-infestation or indications treatment has been ineffective. If you fail to observe these Lease requirements and there are repeated instances of infestation of bedbugs or other pests that cannot be traced to another source, you will be responsible for the cost of the treatment to the Apartment and any costs associated with cleaning other resident's belongs or other portions of the Community as necessary to eradicate the infestation.
- c. **Responsibility for Damages.** You are jointly and severally liable with the other residents of the Apartment for all Lease obligations relating to the Common Areas, but you are solely responsible for the Lease obligations relating to the Bedroom assigned to you under this Lease. **You are responsible for the cost of all repairs made necessary by you, your guest(s) or any other person's violation of this Lease or the negligent or careless use of your Bedroom, the Apartment or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving the bathroom used by you, damages to furniture, appliances, doors, windows or screens, damage from windows or doors being left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests** (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). You may be required to prepay for these repairs, or, if we decide to advance the funds for the repairs, you are responsible for repaying us within 10 days after we send you an invoice. Excepting only ordinary wear and tear from normal usage, you will be solely responsible to us for damages to your Bedroom and the furnishings provided in the Bedroom. In addition, you will be jointly and severally liable for all damages to other shared areas of the Apartment and any furnishings provided in those shared areas. In addition, you are responsible to us for any damages of any nature that result from your usage or the usage of your guests to any of the Community amenities and any of the

furnishings, systems or components located in or on the Community. If the party responsible for damages is identified, we may determine, in our sole discretion, to release you and other potentially responsible parties. Your obligations to pay the charges described in this paragraph will continue after the ending of this Lease. **OWNER HEREBY NOTIFIES YOU THAT SECTIONS 92.056, 92.164, AND 92.0561 OF THE TEXAS PROPERTY CODE PROVIDE SPECIFIC PROCEDURES AND CIRCUMSTANCES UNDER WHICH RESIDENTIAL RESIDENTS MAY EXERCISE REPAIR AND DEDUCT RIGHTS AND REMEDIES. ACCORDINGLY, IN THE EVENT THAT OWNER FAILS TO REPAIR (OR OTHERWISE EXERCISE REASONABLE DILIGENCE TO REPAIR) CONDITIONS THAT WOULD MATERIALLY EFFECT AN ORDINARY RESIDENT'S PHYSICAL HEALTH OR SAFETY, YOU HAVE SPECIFIC RIGHTS AND REMEDIES SET FORTH IN SECTIONS 92.056, 92.164 AND 92.0561 OF THE TEXAS PROPERTY CODE, WHICH SHALL GOVERN AND CONTROL THE PARTIES' RESPECTIVE RIGHTS AND REMEDIES IN THE PERFORMANCE OF THIS LEASE ONLY AS TO THOSE CIRCUMSTANCES SPECIFICALLY SET FORTH IN THOSE SECTIONS, AND ONLY TO THE EXTENT SET FORTH IN THOSE SECTIONS. OTHERWISE YOU SHALL HAVE NO RIGHT TO TERMINATE THIS LEASE, OR WITHHOLD, DEDUCT, OR OFFSET RENTS (OR ANY OTHER SUMS OF MONEY DUE HEREUNDER), UNLESS OTHERWISE REQUIRED UNDER OTHER APPLICABLE LAW THAT CANNOT BE WAIVED BY MUTUAL AGREEMENT TO THE CONTRARY.**

17. **RIGHT OF REFUSAL.** Until we have executed this Lease and received all required documents and other items, we shall have the right to refuse to lease your Bedroom to you for any reason whatsoever; provided, however, such refusal shall not be based on your race, religion, sex, color, familial status, handicap or national origin. In the event of a refusal, you shall be refunded, if applicable, any prepaid Rent.
18. **TERMINATION.** No termination of this Lease prior to the Ending Date of the Lease Term will affect our right to collect the total amount of the Rent unless we agree in writing to accept a lesser sum. You will not move out of your Bedroom or exercise any right of termination arising out of any breach by us of any provision of this Lease due to the condition or state of repair of your Bedroom or the Apartment, and you waive any right, statutory or otherwise, to do so. No surrender of your Bedroom by delivery of keys or otherwise will terminate this Lease unless and until expressly accepted in writing by us.
19. **YOUR DUTIES UPON MOVE OUT.** When you leave, whether at or prior to the expiration of the Lease Term, your Bedroom and the Apartment, including but not limited to the carpets, walls, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Apartment, must be clean and in good repair and condition. If they are not, you will be responsible for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with our staff at least three days prior to the expiration of the Lease Term. If you leave any of your property in your Bedroom or in the Apartment after you leave or after the end of the Lease Term, that property is considered to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us of any kind. Your proportionate share of reasonable charges for cleaning, repair or replacement will be determined in the same manner as the determination of your share of damages as stated in Paragraph 16 above.
20. **SUBSTANTIAL RENOVATION OR DEMOLITION.** We may cancel this Lease six (6) months or more prior to your move-in date if we require possession of your Apartment in order to demolish it, convert it to a use or purpose other than residential premises, or do repairs or renovations that are so extensive that they require a building permit and vacant possession of your Apartment. In such a case you will be fully released from this Lease and any pre-paid sums will be refunded to you along with such notice of cancellation of this Lease.
21. **CONSENT TO JURISDICTION.** This Lease has been entered in the City of **Lubbock, Lubbock** County, **Texas**. You consent to the jurisdiction of, and venue in, any local, state, or federal court otherwise having subject matter jurisdiction and located within **Lubbock** County, **Texas**.
22. **GOVERNING LAW.** This Lease is governed by and construed according to the laws of the State of **Texas**. If any of the terms or conditions conflict with any such law, then such terms or conditions shall be deemed modified and amended to conform to such law.
23. **SEVERABILITY.** The invalidity of any provision in this Lease or of its application to any person or circumstance as determined by any government agency or court shall in no way affect the validity of any other provision hereof and all other terms of this Lease shall be valid and enforceable to the fullest extent permitted by law.
24. **ATTORNEYS' FEES.** If legal action is required to enforce this Lease against you, and the court or other legal body rules in favor of us, you are liable for the costs and expenses of such action incurred by us, including our reasonable attorneys' fees, in addition to any amounts awarded to us in such action.
25. **ENTIRE AGREEMENT.** It is understood and agreed that this Lease (including the incorporated documents such as the

Rules and Regulations and any signed addenda) contains the entire agreement between you and us, there are no representations, agreements, or promises, oral or written, not contained in writing in this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made to you by us or any of our representatives. Our representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us.

- 26. GENDER AND PRONOUNS.** Words used in this Lease in the masculine gender include the feminine and neuter. Any reference to "we," "us" or "our" shall mean the Owner. Any reference to "you" shall mean the undersigned resident of the leased Bedroom and the Guarantor where applicable.
- 27. HEADINGS.** The headings preceding each paragraph herein are inserted merely as a matter of convenience, and shall not be deemed to be a part of the Lease terms.
- 28. ASSIGNMENT.** This Lease permits you, and only you, to live in your Bedroom and to use the Common Areas of the Apartment. You may occupy your Bedroom as your private residence and for no other purpose. While you cannot lease any part of your Bedroom or the Apartment to another person, you may be able to assign your rights under this Lease to another person if we give our written consent, but the giving of our consent is at our sole discretion. We are not responsible for finding a person to whom you can assign the Lease and we are not obligated to assist you in finding a potential assignee or to fill your Bedroom before filling other bedrooms in the Community. It is your sole responsibility to find a person to whom you can assign this Lease. Even if you do assign this Lease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. A **\$300.00** assignment fee must be paid by you prior to the assignment and the new resident must fully execute the lease before the assignment will be considered complete.
- 29. TIME OF ESSENCE.** Timing is very important in the performance of all matters under this Lease. All of the times, time periods and dates specified in this Lease shall be strictly enforced. Time is of the essence of each and every term and condition herein contained.
- 30. SUBORDINATION AND RIGHT TO ENCUMBER.** The lien of any lender(s) of the Community will be superior to your rights under this Lease. Therefore, if we violate any loan that we may have in relation to the Community and a lender takes over ownership of the Community, the lender can terminate this Lease or the lender may elect to continue the Lease. Your rights under this Lease are therefore subject to the rights of the Community's lender(s). If any of the Community's lenders takes over ownership of the Community, you agree that you will then be Resident of that lender and will accept and recognize any such lender as the "Owner" under this Lease, and in such case, every reference to "Owner" in this Lease shall apply with equal force to the lender.
- 31. SALES.** Any sale of the Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of "Owner" from and after the date of such sale.
- 32. WAIVER.** Our failure to enforce any term or condition of this Lease will not be considered a waiver or relinquishment of any right or remedy that we may have and will not be considered a waiver of any future breach of such term or condition.
- 33. HOLDING OVER.** If you still occupy your Bedroom past the Ending Date of the Lease Term or the date on which you are notified to vacate your Bedroom, then you will be required to pay holdover rent in the amount of **\$150.00** per day, along with all other amounts that you owe. No such holding over shall constitute any form of tenancy, but will be considered unlawful possession, and we may exercise any right or remedy available under this Lease or the law to recover possession of your Bedroom and damages from you.
- 34. NOTICES; ELECTRONIC NOTIFICATION.** All notices and demands by you to us should be delivered in writing to the location where Rent is paid and will only be considered delivered upon actual receipt by us. We will accept notices to the business email of the Community Manager. In addition to U.S. Mail, overnight delivery service or personal service, we may provide notice to you via electronic delivery. By providing current and accurate contact information you acknowledge and agree to this provision and will accept notice via email and text messaging (\*standard text messaging fees may apply – to opt out simply respond "stop" to the text message). It is your responsibility to notify us if your contact information changes during the Lease Term. If you elect to have notice sent and received in paper form, notify us in writing. Personal delivery to you will be made by posting the notice or demand on the front door of the Apartment. When the notice applies to more than one resident of the Apartment, such notice shall be conclusively deemed to have been given to all residents when such notice is given to any one of the residents.
- 35. PARKING; SHUTTLE SERVICE.** A limited number of parking permits will be available in the Community on a first come, first served basis. We shall not be liable under any circumstances for any damage or loss to your motor vehicle or its

contents. You are advised to obtain appropriate vehicular insurance coverage. We may provide access to a shuttle service for your use. For any shuttle service we provide, **we shall not be liable to you for our negligence**, but shall only be liable to you if you suffer injury as a result of our gross negligence, or intentional or willful misconduct. In the case that the shuttle service is provided by a third party contractor, we are not liable for the actions or inactions of the driver or company. If you use the shuttle service, you do so at your own risk.

- 36. PHOTOGRAPH RELEASE.** You give your permission to us to use any photograph or photographic image including video or video stills taken of you while you are in any Common Areas of the Community or at any Community sponsored events. You hereby grant us and any of our affiliates, successors or someone authorized by us, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of your image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. You also consent to the use of any printed matter in conjunction therewith. You hereby waive any right that you may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. You hereby release, discharge, and agree to hold harmless us and any of our affiliates, successors or someone authorized by us, for all claims and demands arising out of or in connection with the use of the images taken of you, including without limitation any and all claims for libel, false light or invasion of privacy.
- 37. INSURANCE.** You are required to provide proof of general liability insurance to cover damages you are liable for under this Lease or otherwise to us. **YOU WILL BE IN BREACH OF THIS LEASE AND NOT PERMITTED TO MOVE IN UNTIL YOU PROVIDE PROOF OF GENERAL LIABILITY INSURANCE COVERAGE.** In addition, we recommend that you obtain property insurance to cover your property. Any property you keep or store at the Community is at your own risk.
- 38. DRUG AND CRIME FREE ENVIRONMENT.** You acknowledge **The Centre at Overton Park** dba **The Centre at Overton Park** and **EDR Management Inc.** has a strict Crime and Drug-Free Policy and agree as follows:
- a. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on, near or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine.
  - b. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.
  - c. Resident or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
  - d. Resident or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near, or within sight of the premises or otherwise.
  - e. Resident, any member of the Resident's household, or a guest or other person under Resident's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on or off the premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare of any persons.
  - f. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this section of the Lease Agreement shall be deemed a serious violation and material noncompliance with the Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.
- 39. INEMNITY.** Resident shall indemnify, protect and hold harmless landlord from and against any and all claims, suits, actions, proceedings, damages, fines, penalties, losses, costs and expenses (including without limitation attorney's fees) suffered or incurred by landlord as a result of or in any way relating to any default by resident hereunder (including, without limitation, resident's violation of any of the Rules and Regulations), any failure to perform any agreement or obligation by resident hereunder, or the breach or untruthfulness of any representation, warranty or factual statement by Resident in this lease or in Resident's lease application or related materials.



**40. MOLD AND MILDEW.** You acknowledge that it is necessary for you to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Bathroom exhaust fans must be operational. You agree to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. You also agree not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment. You also agree to immediately report to the Management office any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, or other common areas. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area must be reported immediately. It must be immediately reported if there is any failure or malfunction in the heating, ventilation or air conditioning system in the Apartment or any inoperable doors or windows. You further agree that Resident shall be responsible for damage to the Apartment and your property, as well as injuries to you and Occupants resulting from your failure to comply with the terms of this lease provision.

In this regard, you agree, immediately upon written demand (which demand may be made by hand delivery, mail, or facsimile), to hold Owner and Management harmless from and indemnify Owner and Management for any and all damages, whether to persons or property, which arise out of your failure to comply with the terms of this provision and for which Owner or management may be found to be liable.

Default under the terms of this Lease provision shall be deemed a material default under the terms of the Lease, and we shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this lease provision and the terms of the Lease, the terms of this lease provision shall control. Any term that is capitalized by not defined in the lease provision, that is capitalized and defined in the Lease shall have the same meaning for purposes of this lease provision as it has for purposes of the lease. We reserve the right to terminate the tenancy and you agree to vacate the premises in the event we in our sole judgment feel that either there is mold or mildew present in the dwelling Apartment which may pose a safety or health hazard to you or other persons and/or your actions or inactions are causing a condition which is conducive to mold growth.

**41. CO-ED LEASE.** It is understood that this is an individual lease and that all vacant beds may be rented out to any individual who qualifies and matches according to our roommate placement policies, without discrimination. This may include possible co-ed living arrangements where apartments may be occupied by members of both sexes. You understand that the placement of a member of the opposite sex may occur if the co-ed option is requested on the roommate matching card. Once an Apartment is deemed as co-ed, **The Centre at Overton Park dba The Centre at Overton Park and EDR Management Inc.** will not refuse additional co-ed living roommate matching options that are compatible matches during the remainder of the lease term.

**42. MAIL FORWARDING.** **The Centre at Overton Park dba The Centre at Overton Park and EDR Management Inc.** is not responsible for the forwarding or accepting of your mail. If you choose to have your **The Centre at Overton Park dba The Centre at Overton Park and EDR Management Inc.** mail forwarded upon move out you must contact the company currently responsible for the 'single mail drop' delivery of mail service at **The Centre at Overton Park dba The Centre at Overton Park and EDR Management Inc.** The United States Postal Service will not accept forwarding mail information from you for service at The Centre. Failure to forward mail per the instructions of the single drop mail service company employed by **The Centre at Overton Park dba The Centre at Overton Park and EDR Management Inc.** will not constitute any responsibility on the behalf of The Centre to forward, receive, or deliver mail for you.

**43. LEASING INCENTIVES.** It is understood that if you sign your lease under any leasing incentive program in which you receive any compensation in exchange for signing a lease agreement, including but not limited to gift cards, free or discounted rent, checks or monetary compensation, electronics, or any other promotional items, you agree to reimburse **The Centre at Overton Park dba The Centre at Overton Park and EDR Management Inc.** the value of the leasing incentive immediately if at any point you cancel or terminate this agreement without fulfilling all applicable terms and conditions listed herein. It is understood that the value of the leasing incentive will be applied to any outstanding balance or deducted from any prepaid balance if you are evicted or are otherwise found to be in Default of this lease agreement and removed from the property without fulfilling all applicable terms and conditions listed herein.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Lease.

OWNER: **The Centre at Overton Park**

By: **EDR Management Inc.**, a Delaware corporation, agent for Owner

\_\_\_\_\_  
(Resident) \_\_\_\_\_ Date

\_\_\_\_\_  
(Owner/Agent) \_\_\_\_\_ Date

SAMPLE



# THE CENTRE AT OVERTON PARK RULES AND REGULATIONS

This document is incorporated by reference into the Lease Agreement between you and us. You agree to these "**Rules and Regulations**" for the purpose of preserving the welfare, safety, and convenience of residents in **The Centre at Overton Park**, for the purpose of making a fair distribution of services and facilities for all residents and for the purpose of preserving our property from abusive treatment. A violation of these Rules and Regulations may be deemed a default by you, and may result in termination of the Lease Agreement. Additional rules and regulations can be found in the Resident Handbook. Complaints for violations of these Rules and Regulations will be addressed in accordance with the following procedure:

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

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

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

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

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

**Second:** Upon a second violation, a **\$250.00** charge will be assessed against you, and we may declare the Lease Agreement to be in default.

Service animals and companion animals are permitted to accommodate those with disabilities. Persons requiring a service or companion animal will need to present reasonable support for their request and execute an addendum to this Lease related to their responsibilities for the care of their animal and their agreement to be liable for any damage caused by the animal. A Permitted Animal Lease Addendum is required to be signed and on file prior to any animal being brought on property.

5. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously and you must proceed according to the instructions posted in and about the Community. **The intentional sounding of an alarm, or tampering with any other safety equipment, outside of an emergency situation will be considered a criminal offense and the person or persons responsible will be treated accordingly.**
6. Multiple electric outlet plugs are not permitted. Surge protected power strips with circuit breakers are permitted. All extension cords must be of the grounded, three-prong type and be UL approved.
7. Live decorations such as trees/wreaths are prohibited.
8. Hot plates, candles, halogen lamps, incense, space heaters, cooking grills, lighter fluid, or anything with an open heating element or flame are not allowed within the Apartment. Grilling and the usage or storage of outdoor grills are not allowed



on balconies or breezeways, either with charcoal or gas grills and are permitted only in designated areas.

9. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these Rules and Regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Open containers of alcohol are not permitted in the hallways or other public areas of the Community. Common source alcoholic containers in excess of three (3) gallons are prohibited and the sale of alcohol is prohibited. We reserve the right to confiscate any alcohol that is present in the Community in a manner that violates these Rules and Regulations and/or local and federal laws.
10. Due to the multi-resident and residential nature of the Community, offensive or disruptive noises or odors of any kind are prohibited in the Community. You and your guests should, at all times, maintain order in the Apartment and in all of your and their conduct in the Community. Loud, offensive or boisterous activities or odors or other conduct that unreasonably disturbs the comfort, sleep or enjoyment of other residents and their guests in the Community (including unreasonable uses of televisions, radios, guitars, pianos, keyboards, stereo systems and computers) are not permitted in the Community. Band instruments of any kind may not be played in the Community without our prior written consent.
11. **THIS IS A NO SMOKING COMMUNITY:** Neither you, nor your guests, nor any other person entering the Community shall be allowed to smoke anywhere in the Community, including your Bedroom, Apartment, the Common Areas or within 100 feet of any building entrance in the Community. This includes smoking involving any kind of device and any kind of substance. Smoking is only allowed in the designated smoking areas in the exterior portions of the Community or greater than 100 feet from any building entrance in the Community. Violation of this ban on smoking is a violation of the terms of your Lease and entitles us to all remedies for a violation of your Lease. In addition, you are responsible for any damage caused by smoking to the same extent as you are responsible for other damage to the leased premises as described in the Lease. Damage includes but is not limited to: deodorizing carpet or upholstered objects, wax removal, additional paint preparation, replacement of window coverings, repair or replacement of carpet or upholstered furniture, countertops, or any other surface damaged due to odor, burn marks and/or smoke damage. Failure to dispose of cigarette butts properly in designated smoking areas may also result in a lease violation fine.
12. Parking is by permit decal and only in specified areas. Charges may apply for replacement of lost permits. Parking decals are nontransferable. Cars parked in unauthorized areas will be towed at the vehicle owner's expense. Permits must be visible and displayed in the designated area. Vehicles including bikes and motorcycles must be kept in operating repair and must have current license plates if required by law. We may, at our discretion, remove any non-operating vehicles (including those with flat tires), and charge the expense to you.
13. Keys and key fobs belong to us and must be returned to us by the end of the Lease Term. Charges of **\$45.00** per key will be made for each key lost or not returned. Locks are changed at a cost of **\$45.00** per lock. A fee will be assessed for lock-outs.
14. You must comply with posted Rules and Regulations.
15. Trash containers are located at various places in the Community and are for household trash only. No furniture, boxes, or construction debris is permitted. These containers are provided for your convenience. However, do not place trash on the ground if the closest container is full. Take your trash to an empty container. No trash or garbage accumulation is allowed in or around the Apartment. Discarded trash, garbage, and household personal items(s) are not allowed in hallways, common areas, or anywhere in the Community. These items must be placed in the trash containers provided in the Community. It is your responsibility to properly dispose of these items. If we must remove any discarded items or personal property at any time, the total cost will be charged back to you. We may inspect the premises at any time and assess fines up to **\$50.00** for each item that we must remove.
16. **No gathering, unless sponsored by us, may exceed 10 persons. The Apartments are not designed to accommodate an excessive number of people or weight. If you exceed the safe load limit you could cause serious injury to persons in your Apartment and on the floors below you. You are not permitted to broadcast music for a social event or otherwise unless you have obtained a license to do so.**
17. Subject to our right to remove it at any time, we are providing a controlled access gate (the "Gate") in an attempt to control access to the Community - it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You have been provided instructions regarding the use of the Gate. Please read them before you move in. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time.



There will invariably be breakdowns or circumvention of anything mechanical or electronic in nature. You agree that our installation of the Gate is not a voluntary undertaking or agreement by us to provide security to you or your guests. We do not represent that the presence of the Gate increases your personal safety. We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, incidental to the installation, operation, repair or replacement or use of the Gate.

18. During severely cold weather you are required to take all available precautions in order to prevent damage to the heating systems, the hot water system and the water pipes including the precautions listed below. You must take all of these measures until we notify you that the severe weather conditions have passed:

1. Run a drip of water from all of the faucets in your apartment. Run both the hot and cold water at a steady drip.
2. Adjust your thermostat to no lower than sixty degrees (60°) Fahrenheit. You may not turn off your heat.
3. Open all closet and cabinet doors under sinks or lavatories to expose plumbing fixtures to the warm air.
4. If you are away from your apartment during severely cold weather you must ensure that these steps are followed by alerting us to take these measures on your behalf.
5. Notify us immediately if you see any evidence of damage or water leaks.

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

19. You agree to obtain and maintain, at your sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of general liability insurance, which provides limits of liability to parties who may make claims against you (including Owner) in the amount not less than **\$100,000.00** per occurrence ("Insurance Requirement"). At your discretion, and sole expense, you may purchase an insurance policy that also covers your personal property or belongings. This type of policy, covering liability to others and damage to your property is commonly referred to as "renters insurance". You are not required to purchase full renters insurance, only the liability portion. However, the liability insurance alone does not protect against loss or damage to your personal property or belongings - it only pays claims made against you by others (including Owner). The liability coverage only protects you up to the limit of your policy and you will still be responsible for any losses in excess of your insurance coverage or for claims or damages not covered by your policy.

You acknowledge that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect you against personal injury, loss or damage to your personal property or belongings, or cover you from your own liability from injury, loss or damage from fire or other negligent acts that you or your guests may cause others. You acknowledge that you are not considered a co-insured of the Owner and not protected under Owner's fire insurance.

You further acknowledge that Owner has made available to you and the other residents at the Community a program (the "Program") providing residents with an opportunity to purchase policies of either (1) renter's insurance (which includes both the liability and personal property coverage); or (2) personal liability insurance (covering just liability and not personal property) directly through **Multifamily Insurance Partners LLC**. This is meant as a service to you but you are under no obligation to purchase renter's insurance or personal liability insurance through this Program. If you arrange your own personal liability insurance from a company other than **Multifamily Insurance Partners LLC**, you agree to provide written proof of the required liability coverage and to list Owner and Manager as an "interested party" on such policy of insurance.

We will contact you regarding your election with respect to personal liability insurance from either of the two following sources:

- A. From **Multifamily Insurance Partners LLC** through the Program. If you elect to purchase personal liability insurance (or renters insurance) from **Multifamily Insurance Partners LLC**, **Multifamily Insurance Partners LLC** will provide us with the required proof of insurance. (You may access this Program at [www.StudentInsurancePolicy.com](http://www.StudentInsurancePolicy.com) or by calling **866-341-1314**.)

OR

- B. From another insurance company of your choosing, in which case you must:



Resident: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

- (1) Obtain and maintain a policy of **\$100,000.00** personal liability insurance
- (2) Have your insurance policy designate Owner and Manager as an "interested party"
- (3) Provide Owner with written proof of compliance with this Insurance Addendum on or prior to the Commencement Date of this Lease, at the beginning of subsequent renewal periods, and from time to time thereafter upon Owner's request.

Failure to provide written proof and maintain the Insurance Requirement shall be a Default under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies at law or in equity.

20. Self-balancing scooters, e.g. battery operated scooters, hands-free Segway's, and hover boards may not be operated, charged, or stored in the residential units, buildings, common areas, parking areas, or the grounds of the Community.

SAMPLE



Resident: \_\_\_\_\_ Owner/Agent: \_\_\_\_\_

# ANIMAL ADDENDUM

Resident Name:	Unit and bedroom description: Apartment:                      Bedroom:
Lease date:	Date animal addendum completed:

Description of Animal			
Animal's Name:	Rabies registration number:	Date of last rabies shot:	Breed:
Type: <input checked="" type="checkbox"/> Canine <input type="checkbox"/> Feline <input type="checkbox"/> Other (Rodent, Reptile/insect/arachnid, Bird, Fish etc.)			
Sex: <b>unknown</b>	Weight:	Age:	Color/Description:

You may keep only the animal described above, you may not substitute any other animal. There is a limit of two (2) caged pets or one (1) feline or one (1) canine. No other animal, reptile, bird, amphibian, fish, rodent, arachnid, or insect may be brought into your apartment or the apartment community by you or your guests or occupants, except for animals assisting disabled or handicapped persons and fish in an aquarium that can be no larger than 25 gallons. All roommates must agree to your keeping of the animal.

You may keep the animal described above in the apartment until the Lease expires. We may, at our sole discretion, terminate this authorization prior to the Lease expiration date if we determine you, your animal, your guests, or any occupant violate any of the rules of this addendum or if your right of occupancy is lawfully terminated.

### **Animal Deposit**

A one time, non-refundable fee of \$      will be charged. Additionally, a one-time, refundable animal deposit of **\$300.00** will be charged, this will not be considered as part of the general security deposit of your Lease. Refund of the animal deposit will be determined by the terms and conditions set forth in the Lease. This additional deposit does not release you of the financial liability for any damages, cleaning, deodorization, flea removal, or replacements incurred to the unit, bedroom, or furniture. We will not charge a deposit for support animals.

### **Additional Monthly Rent**

A non-refundable monthly fee of \$      will be due on the first of each month and subject to late fees as described within the Lease. This additional monthly rent does not release you of the financial liability to cover any damages, cleaning, deodorization, flea removal, or replacements incurred to the unit, bedroom, or furniture.

### **Emergency**

In case of accident or emergency, as determined at our sole discretion, involving your animal, we have the right, without responsibility, to take the animal to a veterinarian for treatment at your expense.

### **Animal Removal**

We have the right to allow an animal control officer or humane society representative to enter the unit and remove the animal if, in our judgment, you have abandoned the animal, left the animal for an extended amount of time without food or water, or failed to care for a sick animal.

### **Liability**

You are liable for the entire amount of damages caused by the animal, including flea removal, cleaning, and deodorizing. This applies to all areas and parts of the apartment and apartment complex, including landscaping.

### **General Rules**

You assume all responsibility for the well-being of the animal, you are responsible for the animal's actions at all times and agree to abide by the following rules:

- Animals must weigh less than 35 pounds and measure no higher than 18 inches at the shoulder full grown.
- Animals must have all required vaccinations and preventative maintenance (i.e., rabies, worming, heart worm, feline distemper, etc.) up to date and a copy must be on file with management. It is required that animals be medicated for fleas



and ticks.

- Animals must wear proper identification and vaccination tags at all times.
- Flea and/or tick infestation must be attended to promptly, and consultation with appropriate personnel is expected beforehand. Should any fumigation, spraying and/or other pest control measures be required as a result of the animal and/or unit cleanliness, it is the sole responsibility of the pet owner to vacate the premises for the entirety of the time recommended by staff, at the sole expense of the pet owner.
- Felines must be declawed (front claws) at the appropriate age. A copy of the vet report must be on file with management.
- Animals must be spayed or neutered at the appropriate age. A copy of the vet report must be on file with management.
- You must provide adequate care to meet the animal's needs with regard to food, hygiene, health care, and exercise/attention. It is strongly encouraged that all canines participate in obedience training; all canines must possess friendly and sociable characteristics.
- Your animal must not disturb any residents or staff regardless of the animal being inside or outside of your apartment. Animals which constitute a nuisance to other residents, as determined by management, must be removed within seven (7) days of notification. This decision is final.
- You must utilize the shortest route when transporting your pet outside of your apartment.
- Canines and felines must be housebroken; any other type of animal must be caged at all times.
- Canines may not urinate or defecate within your bedroom, apartment, or any common areas within the apartment complex, including the courtyard. Animal waste must be put in a sealed plastic bag and disposed of in a trash receptacle immediately. Areas where animals urinate and defecate outside must not be consistent; animal waste must be over a large, inconsistent area at the responsibility of the pet owner. Any other type of animal must urinate and defecate in a sanitary manner such as a litter box or disposable bedding.
- No animal breeding is permitted. No animal offspring are allowed.
- Endangered species, poisonous species, and exotic animals are not permitted. Animals cannot be on the local area's dangerous dog breed list; additionally, Pitt Bulls, Rottweiler, Doberman Pinschers and wolf crossbreeds are not allowed.
- Animals may not be tied to any fixed object.
- Other than support animals, no animals will be allowed into the leasing office, swimming pool area, fitness center, clubhouse, other recreational facilities, or other units.
- All animals must be leashed or properly secured in a cage or pet carrier and under your supervision when outside of your apartment. We or our representatives may pick up any unleashed animals and/or report them to the proper authorities.
- All reptiles, insects, and arachnids must be caged at all times. All rodents and birds must be caged at any time you are not within the apartment.
- Food must be kept in an airtight container to ensure rodents/pests do not enter the facilities in search of animal food.
- Pets must not be involved in an incident where a person experiences either the threat of or an actual injury as a result of the animal's behavior.
- Canines and felines must be strictly indoor pets and not roam outside of the unit.
- If the pet is to be left unattended for more than 24 hours at a time, the pet owner must make appropriate accommodations and notify management 24 hours in advance. Acceptable accommodations include having the pet: boarded, kept offsite, or monitored every six to eight hours. Unattended is defined as no one (those on the lease) being with the pet during the 24-hour time frame.
- Pet accidents within the unit must be promptly cleaned up using appropriate cleaning products.
- Regular and routine cleaning of floors, kennels, cages, and litter boxes must occur. The strong odor of a pet emanating from the unit is not acceptable.
- All liability for the actions of the animal (bites, scratches, etc.) is the responsibility of the pet owner. Personal renter's insurance of the pet owner is highly encouraged.
- Pets shall be temporarily removed from the unit for purposes to include, but not limited to, delivery of maintenance repair service, extermination services, and preventative maintenance/housekeeping inspection as requested by management or any resident of the apartment.
- The pet owner will notify management if the pet has escaped its confines and is unable to be located within six (6) hours.





Violations concerning any of the aforementioned may result in the resident having to find alternative housing offsite for the pet. It should be noted that having a pet is a privilege, not a right. Pet owners whose pet is determined to be disturbing others must remedy the situation immediately. A pet owner who fails to remedy the situation after two warnings will receive a **\$100.00** fine, if the situation is not remedied after the **\$100.00** fine the pet owner will receive a 15 day notice to remove the animal, except in the case of a serious problem in which this length of time may be shortened in the interest of public safety. Should you fail to remove the animal we may decide at this time to find the Lease to be in default for repeated violations. Additional fines and fees may also apply. Guarantor will be sent copy of all correspondence and warnings as well as notice of default of Lease. We reserve the right to execute any and all actions as listed in Section 12 of the Lease as deemed necessary. We have the right to make reasonable changes to the animal rules if we distribute a written copy of the changes to all residents allowed to have an animal.

**Agreement**

Having read this Animal Addendum, I acknowledge that I understand, accept, and agree to abide by these guidelines:

\_\_\_\_\_

(Resident)

\_\_\_\_\_

Date

\_\_\_\_\_

(Owner/Agent)

\_\_\_\_\_

Date

SAMPLE

# LEASE ADDENDUM FOR ALLOCATING TRASH REMOVAL COSTS

- 1. Addendum.** This is an addendum to the Lease Contract for Apt. \_in The Centre at Overton Park in Lubbock, Texas.
- 2. Payment due date.** Payment of your allocated trash removal bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There may be a late charge of 5% for late payment of your trash bill, but we are not obligated to accept late payment. If you are late in paying the trash removal bill, we may immediately exercise all lawful remedies, including eviction.
- 3. Allocation Procedures.** You agree to the system of allocating trash removal costs as described below. During the lease term, we are authorized to allocate the monthly trash removal bill(s) for the apartment community. Your monthly rent under the Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. The formula for allocating the monthly trash removal bill for your apartment will be on the basis of *Per Dwelling Apartment*.  

Only the costs for removing trash from our apartment community will be allocated. Penalties or interest for our late payment of the trash removal bill will be paid entirely by us and will not be allocated. An administrative fee of **\$2.50** per month will be added to your bill for processing and billing.

Your trash allocation bill includes state and local sales taxes as required by state law.
- 4. Change of allocation formula.** The above allocation formula for determining your share of the trash removal costs cannot be changed except as follows (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
- 5. Right to examine records.** During regular weekday office hours, you may examine the trash removal bill we receive from the public and private trash utility, as well as our calculation of your allocated share. Please give us reasonable advance notice to gather data.

(Resident)

Date

(Owner/Agent)

Date



## ELECTRICAL SUB-METERING ADDENDUM

1. **ELECTRICAL SUBMETERING.** Your dwelling Apartment is sub-metered for electricity. You'll receive electricity bills monthly, based on how many kilowatt-hours (KWHs) you use as recorded on the sub-meter for the dwelling Apartment described below:

Apt No. \_Apartment Community The Centre at Overton Park or Street Address if duplex, triplex, etc. 2400 Glenna Goodacre Blvd

Date of Lease Contract:

2. **COVERAGE AND COST.** Your monthly bill for electricity for your dwelling Apartment will cover only electricity consumed within your dwelling Apartment. The sub-meter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your sub-meter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.

3. **YOUR PAYMENT DUE DATE.** You must pay your monthly electric sub-meter bill within seven days after the date when we issue it. If you don't pay it within seven days, you'll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly the address specified in your sub-meter bill. If your electric service is disconnected for nonpayment, we can charge you up to \$ for a reconnection fee. The Public Utility Commission regulates electric sub-metering rules. A summary of the rules is set forth on the next page of this form.

\_\_\_\_\_  
(Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

You are entitled to receive an original of this Electrical Sub-metering Addendum after it is fully signed.  
Keep it in a safe place.

### A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING

1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and use fans to make it feel cooler.
3. When you'll be gone for more than four hours, change the thermostat to 80 degrees when cooling and 55 degrees when heating.
4. In the winter, keep the temperature at 68 during the day and lower the thermostat temperature to 55 degrees at night.
5. Adjust window blinds or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
6. Use a microwave instead of using an oven, whenever possible.
7. Take showers rather than tub baths to conserve hot water heated by electricity.
8. Make sure your air conditioner is clean. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
9. Turn off lights, TVs, computers and other electrical equipment when leaving a room.
10. Close vents and doors to unused rooms.
11. Use energy settings on dishwashers, washing machines and clothes dryers. Run when fully loaded. Use at night.
12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.





## WATER/WASTEWATER SUB-METERING ADDENDUM

**1. REASON FOR SUBMETERING.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents.

*Sub-metering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit by their individual conservation efforts. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.*

**2. TCEQ.** Water conservation by sub-meter billing is encouraged by the Texas Commission on Environmental Quality (TCEQ). Sub-meter billing is regulated by TCEQ rules, and a TCEQ summary of the rules (called a resident guide) is attached to this addendum. This addendum complies with those rules.

**3. MUTUAL CONSERVATION EFFORTS.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to follow the water conservation suggestions listed below.

**4. SUBMETER BILLING PROCEDURES.** Your monthly rent under the Lease Contract does *not include a charge for water and wastewater*. Instead, you will be receiving a separate bill from us each month for such utilities. We will send you a monthly bill for sub-metered water/wastewater, as follows:

- Your monthly water/wastewater bill will conform to all applicable TCEQ rules.
- As permitted by state law, a service fee of 3 percent (not to exceed 3 percent) will be added to your monthly water and wastewater service charges.
- No other administrative or other fees will be added to your bill unless expressly allowed by law or TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our master-meter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
- We will calculate your sub-metered share of the master-metered water bill according to TCEQ rules, Sections 291.124(a), (b), (c), and (d).
- We will bill monthly for your sub-metered water consumption from approximately the 10th day of the month to the 19th day of the month, the latter being our scheduled sub-meter reading date. Your bill will be calculated in accordance with TCEQ rules and this Addendum and will be prorated for the first and last months you live in the Apartment.
- During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly sub-meter bill; and (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

**5. YOUR PAYMENT DUE DATE.** Payment of your sub-meter water/wastewater bill is due 5 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You may be subject to pay a late charge of 5 percent of your water/wastewater bill if we do not receive timely payment.

	Date		Date
(Resident)		(Owner/Agent)	

Apt No. **1X1XL**

You are entitled to receive an original of this Water/Wastewater Sub-metering Addendum after this is fully signed. Keep in a safe place.



## SECURITY DEPOSIT ADDENDUM

In consideration for making of an agreement for rental and lease of premises at The Centre at Overton Park at Lubbock, Lubbock, TX, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the resident hereby agrees that a security deposit will be accepted as stated in the Rental Criteria.

**Amount of Security Deposit: \$.**

Said security deposit is to ensure that the unit leased is returned without damages to the property and rent and other amounts due to The Centre at Overton Park at Lubbock are paid in full. The Centre at Overton Park at Lubbock shall follow all legal provisions in the state of TX that pertain to security deposits. **Landlord shall have the right to deduct the cost of rekeying the locks for your Bedroom in the event you vacate your Bedroom and are in breach of the Lease.**

In witness whereof, the undersigned on the date indicated have entered into the Addendum to the Lease Agreement.

*(Resident)*

*Date*

*(Owner/Agent)*

*Date*