

216 11th Ave West
Huntington, West Virginia 25701
304-697-5381 office
VARSITY HUNTINGTON II, LLC
STATE OF WEST VIRGINIA, COUNTY OF CABELL

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, ____ is by and between **VARSITY HUNTINGTON II, LLC** (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee"), whereby Lessee leases from Lessor certain premises subject to the provisions herein, located at _____, Huntington, WV 257 ____ (the "Premises" or "leased premises"), for and during the term described below, and under the conditions, covenants and provisions agreed to herein.

All parties listed in this Lease Agreement as Lessee are referred to individually and collectively as "Tenant" or "Lessee". All parties comprising the Lessee are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease Agreement.

Tenant acknowledges that Lessor has provided Tenant with an Arrival Inspection Form prior to Tenant taking possession of the Premises. Tenant agrees to inspect the Premises and note on the Arrival Inspection Form any items in the Premises in need or repair or cleaning, and agrees to return the "Arrival Inspection Form" to Lessor within five (5) days of taking possession of the Premises. Failure to return the Arrival Inspection Form within five (5) days of taking possession shall be a default under this Lease, entitling Lessor to the remedies set forth in this Lease and available by law or equity.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. **RENTAL:** In consideration hereof, Lessee agrees to pay Lessor WITHOUT WRITTEN DEMAND OR NOTICE rental for the Premises in the total sum of \$ _____ payable in _____ equal monthly installments of \$ _____ in advance on the **1st day** of each month at Varsity Huntington II, LLC's office or at such other place as Lessor may designate. If applicable, the first month's rent shall be a pro-rated amount of \$ _____. Lessor will accept check, money order, cashier's check, debit/credit card or a completed "authorization for direct payment" (see form at end of Lease Agreement) as payment for rent. The rent described in this paragraph is sometimes referred to in this Lease Agreement as "Base Rent".

2. **LEASE TERM:** The term of this Lease Agreement shall begin on the _____ day of _____, _____ and shall terminate on the _____ day of _____, _____ (No later than Noon). Should Lessee vacate the Premises and/or terminate this Lease Agreement for any reason before end of lease term stated above, Lessee agrees to pay Lessor the Base Rent until end of lease term unless the Premises are re-rented (subject to approval of Lessor).

Lessor may notify Tenant in writing if Lessor is willing to grant Tenant an option to extend the term of this Lease Agreement. If Lessor grants said option, Tenant shall have thirty (30) days from the delivery of the notice by Lessor to indicate in writing that Tenant is exercising the option to extend the Lease pursuant to the terms provided in the option. In the event that Tenant fails to provide Lessor with a writing indicating that Tenant is exercising said option, then Tenant shall vacate the Premises pursuant to the terms of this Lease Agreement.

If Tenant does not vacate the Premises upon expiration/termination of this Lease Agreement, Tenant, shall pay Lessor as liquidated damages, for each day that the Tenant remains in possession

of the Premises after expiration/termination of this Lease Agreement, an amount equal to three (3) times the per diem Base Rent ("per diem Base Rent" means and refers to the monthly Base Rent divided by the number of days in the month to calculate a per day rental amount) for each day that Tenant remains in possession of the Premises. EXAMPLE: If the lease term ends on May 31 but Tenant vacates the Premises on July 2, then Tenant shall pay Lessor three (3) times the monthly Base Rent for its failure to vacate for the entire month of June, plus three (3) times the per diem Base Rent Amount multiplied by two, for the two days in July that Tenant failed to vacate. .

If Lessee fails to return all keys to the Premises upon the expiration and/or termination of this Lease Agreement, Lessor shall be entitled to charge a fee of \$_____ for rekeying the Premises.

3. **SECURITY DEPOSIT:** Lessee shall pay, prior to taking possession, a "Security Deposit" in the amount of \$ _____ (1 month rent). **Tenant:** You are still required to clean your apartment, remove all belongings and turn in your keys (Please refer to the "Arrival Inspection Form"). Should the Security Deposit not be paid in good funds, Lessee shall be in default of this Lease Agreement, entitling Lessor to the remedies set forth in this Lease and those available at law or equity. The acceptance of a Security Deposit or partial Security Deposit to reserve the apartment or house is binding, whether or not this Lease Agreement has been executed. There will be no refunds of said Security Deposit once the dwelling has been taken off the rental market. If there are any damages to the Premises, excluding reasonable wear and tear, the Lessor may deduct the costs of repair from the Security Deposit. The Lessor shall provide the Lessee with a written, itemized list of any damages for which the Lessor claims Lessee is liable, which shall indicate with particularity the nature of any repair necessary to correct any damage and satisfactory evidence that the repair was necessary to correct these damages has been or will be completed. Satisfactory evidence may include, but not be limited to, receipts for purchased repair materials and labor estimates, and bills or invoices indicating the actual or estimated cost thereof. **If this Lease is broken by Lessee for any reason the total Security Deposit shall be forfeited.**

4. **OCCUPANCY AND USE:** At the discretion of Lessor, occupancy shall not be granted without prior payment of the first month's Base Rent and delivery of a properly executed and duly enforceable Guaranty of Lease executed by Lessee's parents or other persons acceptable to Lessor. Should the Guaranty of Lease not be completed and returned to Lessor within 30 days after moving in, Lessor may, at its sole discretion, declare the same to be a default under this Lease Agreement, entitling Lessor to the remedies set forth in this Lease and those available at law or equity. The Lessee named above only shall occupy the Premises. The Premises shall be used as a private residence only. The Lessee shall give Lessor advance written notice of Lessee's anticipated absence in excess of seven (7) days. No other person shall occupy the Premises without the consent of the Lessor. Should Lessor discover unauthorized persons occupying the Premises the Lessee will be charged as additional rent the amount of Three Hundred Dollars (\$300) per unauthorized person, payable by the Lessee immediately upon notice. Unless said unauthorized person (s) immediately vacate (s) the Premises, Lessee will be considered to be in default of this Lease Agreement, entitling Lessor to the remedies set forth in this Lease and those available at law or equity.

Lessee shall keep the Premises clean and orderly at all times and comply with all sanitary laws, ordinances, rules and regulations of the appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the Premises and the common areas connected thereto during the Lease Term. Should Lessor discover the Premises in unacceptable condition, Lessor at its sole discretion, may determine Lessee to be in default of this Lease Agreement, entitling Lessor to the remedies set forth in this Lease and those available at law or equity.

Lessor shall not be liable for any monetary loss or inconvenience if occupancy cannot be delivered to Lessee at the beginning date specified in Item #2 above. Lessor hereby reserves the right to relocate Lessee from the specified unit herein to another unit of the same quality without altering the terms and provisions of this Lease Agreement.

5. **ADDITIONAL RENT CHARGES:**

(a). If any negotiable instruments or electronic payments tendered to Lessor by Lessee are returned by the bank for insufficient funds or for any other reason, the Lessee shall be charged a "returned check fee" in the amount of \$25.00. Payment of such fee shall not preclude Lessor from having Tenant lawfully evicted from the Premises due to tendering a negotiable instrument, which was supported with insufficient funds.

(b). If rent is not paid by the **5th day** of each month a late fee equal to the lesser of **10% of the Base Rent amount and the maximum amount permitted by applicable law** will be charged by Lessor to Lessee. Such amount is due and payable immediately to Lessor. All late fees are required to be included with the monthly rent. The acceptance of late fees shall not preclude Lessor from having Tenant lawfully evicted from the Premises due to the breach of the covenant by Tenant to pay Base Rent and any other payments when due.

(c). In the event there are any charges sustained by the Lessor under the terms of this Agreement that are not covered by the Lessee's Security Deposit, said monies shall be paid by Lessee to Lessor within thirty (30) days after vacating the Premises, otherwise Lessee shall be in default of this Lease Agreement, and said debt shall bear interest thereafter at the rate of the Lesser of (i) twelve (12) percent per annum or (ii) the maximum rate of interest permitted under applicable law until paid full.

6. **UTILITIES:** All utilities under the terms of this Agreement shall be paid as follows:

Gas:	() Lessor	() Lessee	\$ _____
Water:	() Lessor	() Lessee	\$ _____
Sewer	() Lessor	() Lessee	\$ _____
Electric:	() Lessor	() Lessee	\$ _____
Garbage:	(x) Lessor	() Lessee	
Telephone:	() Lessor	(X) Lessee	Local service only
Cable:	() Lessor	() Lessee	
Internet	() Lessor	() Lessee	

The preceding outlines the utility allowances per month to be paid by Lessor for said unit. Utility allowance amounts are based on prior averages and square footage. Any amounts charged by the utility provider in excess of these amounts will be charged to all residents residing in the Premises based on the Lessee's pro-rated share and shall be paid with the next installment of Base Rent. Failure to pay such amounts shall be a default under this Lease Agreement, entitling Lessor to the remedies set forth in this Lease and available by law or equity.

7. **REGAINING ENTRY TO PREMISES:** In the event Lessee shall lose keys to the Premises and require the assistance of Lessor in regaining access to the Premises, Lessee shall within three (3) days pay Lessor a fee of \$35 for said assistance by Lessor if such assistance is during working hours, or a fee of \$45 if such assistance is after working hours or anytime on a weekend or a holiday.

8. **LESSEE'S LIABILITY:** It is understood and agreed by all parties that Lessee shall be bound by the terms and conditions of this Lease Agreement regardless of the actions of tenants of other bedrooms in the unit described above; however, in no event shall Lessor be due or paid an amount greater than provided for under the terms set forth herein.

9. **LESSOR'S LIABILITY:** Lessor shall not be liable for any loss of property by fire, theft, burglary or otherwise from said Premises or building, nor for any accidental damage to person or property in or about the Premises or building resulting from the intentional or negligent acts or omissions of Lessee or its agents, employees, guest, family or invitees and the Lessee shall make no

claim against the Lessor for any such loss or damage. Lessor is not responsible for fire or casualty insurance for Lessee's personal property.

10. **SECURITY**: Lessee acknowledges that Lessor does not undertake to provide any type of security protection in, or about the Premises. Lessee hereby acknowledges that Lessor, owner, developer, and lenders, shall not be held liable for any loss of property, nor for any damage to persons or property in, on or about the Premises resulting from the intentional or negligent acts or omissions of Lessee or Lessee's agents, employees, guests, family or invitees and, therefore, Lessee hold Lessor, owner, developer and managing agent harmless for same.

11. **RIGHT OF ENTRY**: In addition to the rights and remedies provided by applicable West Virginia law, Lessor, or its agent, shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Lessor for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease Agreement. Lessor shall give reasonable notice of intent to enter leased premises except in the case of any emergency. Furthermore, Lessor retains a Lessor's Lien on all personal property placed upon the premises to secure the payment of Base Rent or other amounts due and any damages to the leased premises. No tenant shall willfully refuse the Landlord access to the Premises to make necessary repairs, or to perform other reasonable and lawful functions commonly associated with the ownership of rental property, at a reasonable time after notice which is adequate under the circumstances.

12. **ALTERATIONS TO PREMISES**: Lessee shall not make or be allowed to make alterations, installations, repairs, redecoration of any kind to the Premises without the express written consent of the Lessor, provided however that notwithstanding such consent, all alterations including items affixed to said Premises shall become the property of the Lessor upon termination of this Lease Agreement.

13. **TRANSFERS**: The Lessee shall not transfer this Lease Agreement, or sublet the Premises (in whole or part), without the prior written consent of Lessor. If Lessor consents to a sublease, Lessee shall pay a one hundred dollar (\$100) dollar fee to Lessor, and shall cause all items on the Lessor's sublease form to be completed. Whether or not a sublease is completed or not, under no circumstances shall any current or transferring Lessee (or any Guarantor) be released from the terms and obligations of this Lease Agreement until the end of the lease term and the payment in full of all rents and other charges. Lessee agrees to pay a \$200 transfer fee if moving from one apartment to another within any Varsity Huntington II, LLC owned property if such move occurs during the duration of this Lease Agreement.

14. **REMEDIES UPON DEFAULT**: Upon the occurrence of any event of default, the giving of any notice to Lessee required by the West Virginia Landlord/ Tenant Code and the failure to cure any such default within the time period provided for in said notice, Lessor may do or perform or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law, or by equity, or by this Lease Agreement:

(a) Lessor may file an action for summary possession to gain possession of the Premises and upon regaining possession may re-let the same. If Lessor is entitled to relet the Premises and does so, Lessee shall be liable to Lessor for any deficiency, which may arise by reason of such re-letting during the remainder of the Lease Term. Lessor may include, without limitation, brokerage commissions incurred in removing Lessee, re-letting the Premises and any and all costs and expenses incurred in renovating or altering space to make it suitable for re-letting in computing Lessee's costs, losses or damages for which Lessee is liable, and the proceeds of such re-letting shall be first applied to such costs and expenses, then to the payment of unpaid Base Rent and all other indebtedness of Lessee to Lessor hereunder, with the balance, if any, to be held by Lessor to be applied to future payments of Base Rent and all other such indebtedness as same becomes due and payable throughout the Lease Term. Lessee shall be liable to Lessor for, and shall indemnify

and hold harmless from and against all costs, loss, or damage which Lessor may suffer by reason of default, whether through inability to re-let the Premises, through a decrease in rent received, by damage to the Premises or otherwise.

(b) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor.

The acceptance by the Lessor of partial payments of rent due shall not constitute a waiver of any rights of Lessor nor affect any notice of legal proceedings for summary possession theretofore given or commenced, provided Lessor accepts said rent with a reservation of its rights.

Lessee acknowledges and agrees that any proceedings to enforce this Lease Agreement or related rights may be brought in any court sitting in Cabell County, West Virginia, and Lessee consents to personal jurisdiction of such courts and agrees that they may be served with process by certified mail addressed to them at the address or addresses given hereafter. Any actions to enforce this Lease Agreement shall be governed by laws of the State of West Virginia.

15. **PETS:** No pets are allowed to enter the apartment/ house or to be on the Premises at any time (regardless of ownership). If Lessor determines that Lessee has allowed any animals in or upon the Premises or the building in which the Premises are situated, the Base Rent shall be increased by an additional \$250 per month, including the months that Lessor determined that animals were present, until said animal is removed from the Premises.

16. **PARKING:** Lessee must have a valid parking sticker displayed as requested by Lessor. Lessee's vehicle must be registered with the Lessor in order to obtain a parking sticker. Any vehicle parked illegally shall be towed at the owner's expense. Lessee releases, indemnifies and holds Lessor harmless from any damages incurred during the towing process. Lessee must park in a marked parking spot and no double parking will be permitted. There will be no assigned parking. Abandoned and inoperable vehicles will be towed at the discretion of the Lessor. Parking stickers are assigned when Lessee moves in. A replacement fee of \$100 will be assessed if parking sticker is lost or misplaced or not turned in when moving out. Visitors and guests of Lessee shall not park any vehicle in the parking area of the Premises. No parking is provided for visitors and guests. Lessor is hereby authorized to tow any vehicles found in violation of any "parking" clause herein at the owner's expense.

17. **FORCE MAJEURE:** Lessor agrees to provide services described in this Lease Agreement on a continual basis, although interruptions may occur by an act of God, availability of resources as determined by the Lessor, maintenance activities, or other condition that is reasonably beyond Lessor's control. Standards and levels of services are determined by Lessor.

18. **LESSEE'S PERSONAL PROPERTY:** Lessor reserves the right to remove and dispose of any personal property remaining in the Premises following the expiration of this Lease Agreement. In event of an eviction or abandonment of the Premises, Lessor shall dispose of Lessee's personal property in accordance with applicable law.

19. **EMINENT DOMAIN (CONDEMNATION):** If all or any substantial part of the Building or Premises is taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be condemned or improved in a manner that requires the use of any part of the Building, the Term of this Lease Agreement shall, at the option of Lessor, be terminated upon, and not before, the day when possession of the part taken shall be required for such use or purpose, and Lessor shall be entitled to receive the entire award without apportionment with Lessee.

20. **RENTER'S INSURANCE:** Lessor will not be held responsible for damage to Lessee's personal belongings (or those of any other person occupying or visiting the Premises) due to theft, water damage, or any other cause. Lessor does not carry fire or loss insurance for Lessee's personal property as it is the exclusive responsibility of each Lessee to obtain and maintain renter's insurance to cover losses which may occur. Renter's insurance is easily available at a low cost and will protect

your personal belongings. Tenant: We strongly recommend that you contact your insurance agent for assistance.

Will Lessee(s) have a Renter's Insurance Policy? YES ____ NO ____ (please initial)

21. **RELATED DOCUMENTS:** Lessee shall be bound and abide by the Rules and Regulations outlined below. Lessor reserves the right to unilaterally amend Rules and Regulations from time to time. The Rental Applications, Rules and Regulations, Guaranty of Lease, and any other documents required by Lessor are hereby incorporated into and made a part of this Lease Agreement as if fully set forth herein.

22. **CARE AND CLEANLINESS:**

- a) Tenant shall dispose of all rubbish, garbage, and other waste in a clean and sanitary manner in the provided refuse facilities. Lessee further agrees to pay a \$35 fee for each bag of trash left on balcony corridor at any time during lease term.
- b) Tenant shall maintain a minimum temperature of sixty (60) degrees Fahrenheit in the Premises at all times.
- c) The toilets, sinks, showers and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed; no sweepings, rubbish, sanitary napkins, towels, wash cloths or any other improper articles shall be thrown or placed into them. There will be a charge, at Lessor's sole discretion, for any toilet that Lessor unclogs due to foreign objects. We highly recommend that each Lessee buy his/her own plunger.
- d) Tenant is responsible for changing and replacing light bulbs.
- e) Tenant is responsible for keeping all doors (inside and out) clean at all times. Any writing on the doors is strictly forbidden.
- f) Grills are not allowed in Premises or anywhere else on the Lessor's property. Any grills found will be confiscated until the end of the Lease Agreement.
- g) Lessee names must be put on the mailbox for the Post Office to deliver Lessee's mail.

23. **PEACEFUL ENJOYMENT:** All residents of the community have the right to peaceful enjoyment of their leased premises. Lessee and Lessee's guests shall not disturb others' quiet and peaceful enjoyment of their leased premises. If Lessee or Lessee's guests shall breach the terms of the foregoing sentence, Lessor shall be entitled to all rights and remedies available to it at law or equity and/or set forth in this Lease Agreement. In addition, (a) Lessee may be assessed a fee of \$100 per occurrence for Lessor and/or its employees dealing with and/or resolving the disturbance and complaints; and (b) Lessee shall be responsible and liable for the actual costs to repair any damage to the Premises, the building in which the Premises are located. and any other portion of the Lessor's property.

Parties are NOT allowed and, if a party occurs, the same will constitute a default of this Lease and are grounds for eviction. A charge of **\$500** may be assessed by the Lessor as liquidated damages in addition to the actual costs to repair any damage to the Lessee's premises or the building.

24. **LESSEE'S RESPONSIBILITIES:** Upon termination of this Lease Agreement, or upon Lessee permanently vacating the Premises, Lessee hereby agrees to do the following and be responsible for the cost thereof:

- a) Remove all of Lessee's personal property and possessions;
- b) Clean the entire Premises, including but not limited to the stove, refrigerator, freezer, sinks, toilets, sinks, cabinets, closets vacuuming carpet;
- c) Remove all contents of and defrost the refrigerator and freezer (as applicable);
- d) Cancel all utilities and services which are listed as the Lessee's responsibilities in Section 6;
- e) Return all of the Premises keys and gate remotes (as applicable) to the Lessor.

25. **LESSOR'S MORTGAGES:** This Lease Agreement is not to be recorded and is subordinated to any present or future mortgages on the real estate (or any part of it) upon which the Building or Premises situated and to all advances upon the security of such mortgages.

26. **PROMISES OF THE PARTIES:** No oral promises, representations, conditions or agreements have been made between the Lessee and Lessor. The written terms and conditions of this Lease Agreement shall be conclusively deemed the agreement between Lessee and Lessor, and no modification, waiver, or amendment of this Lease Agreement or any of its terms, conditions, or covenants shall be binding upon the parties unless made in writing and signed by the party to be bound.

27. **CHOICE OF LAW:** The terms and provisions of this Lease Agreement shall be construed in accordance with the laws of the State of West Virginia.

28. **NOTICE OF INJURIES:** In the event of any significant injury or damage to Lessee, Lessee's family, or Lessee's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Lessee to Lessor at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a default of this Lease Agreement.

29. **ABANDONMENT:** Abandonment shall be defined as the absence of the Lessee from the leased premises for a period of seven (7) or more consecutive days while Base Rent or any owing monies remain unpaid, whereupon Lessee will be considered in breach of this Lease Agreement. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Lessor under this Lease Agreement or applicable West Virginia law, except that in case of abandonment. Upon the abandonment of the leased premises, Lessor or its agent shall post a notice in writing in a conspicuous part of the property, requiring Lessee to pay the rent within one month. If rent is not paid within that time, Lessor shall be entitled to possession of the property, and may enter thereon, and the right of Lessee to the leased property shall end. Lessor may recover the rent owed up to the time when he or she became entitled to possession. Lease Agreement

30. **REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease Agreement are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable West Virginia law.

31. **SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions or provisions shall remain valid and enforceable and shall be construed to so remain.

32. **ATTORNEY FEES:** In the event that Lessor employs an attorney to collect any Base Rent or other charges or amounts due hereunder by Lessee, or to enforce any of Lessee's covenants herein, or to protect the interest of the Lessor hereunder, Lessor shall be entitled to collect from Lessee, and Lessee agrees to pay to Lessor, the reasonable attorney's fees, expenses and costs incurred by Lessor in connection therewith.

33. **HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this Lease Agreement shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Lessee to transfer or assign this Lease Agreement in violation of any term thereof.

34. **TENANT INDEMNIFICATION OF LESSOR:** Lessee shall indemnify and hold harmless Lessor for all losses, claims, demands, expenses, and judgments against Lessor caused by or arising out of, either directly or indirectly, any acts or omissions by Lessee. Lessee hereby agrees to indemnify and hold harmless Lessor from and against any and all claims, demands, actions, causes

of action, losses (including but not limited to loss of rents resulting from the termination by another tenant of its lease), damages, costs, and expenses, , arising from or related to, wholly or in part, the use of the Premises.

RULES AND REGULATIONS

TENANT AGREES **NOT** TO:

- 1) **APPLIANCES:** Install any washing machines, dryers, dishwashers, air conditioners or other appliances in the premises.
- 2) **FURNITURE:** Waterbeds are not permitted in any apartment.
- 3) **WALLS & WOODWORK:** Drive nails > 1" into woodwork or walls of the premises.
- 4) **WALLPAPER, PAINT & MIRRORS:** Apply contact paper, wallpaper or mirrors to the premises and will not change the type or color of paint within the premises from that utilized by Lessor.
- 5) **PORTABLE HEATERS:** Store, install or operate, in or about the premises, unvented, portable kerosene-fired or electric heaters.
- 6) **LOCKS:** Change the locks on the doors of the premises or install additional locks, chains or other fasteners without the prior written permission of Lessor. Upon termination of the tenancy, all keys to the premises must be returned to Lessor. If Lessee fails to comply with this rule, Lessee shall pay Lessor \$100 for reimbursement of the cost of changing or rekeying the locks. Notwithstanding the above, Lessee shall provide to Lessor a copy of the key(s) necessary to gain access to the premises if locks have been added, altered or changed by the Lessee from the date of this lease agreement.
- 7) **KEYS:** Duplicate, distribute or loan apartment, bedroom or mailbox keys. Improper handling or replacement of keys will be subject to a \$45 fee, as well as any actual locksmith costs associated with such mishandling.
- 8) **SCREENS:** Remove window screens. A fee of \$75 will be assessed for the replacement or reattachment of individual screens.
- 9) **FURNISHINGS (if applicable):** Dismantle or remove the provided furnishings from the premises. Desks, bookcases, closet doors, bedding sets, dressers, etc. are part of the premises. A fee will be assessed if it is necessary for Lessor to move, repair, or replace any items in order to return the premises to its original condition or to return any room items placed by the Lessee in public areas, either during the term of the contract or after. Furnishings should not be placed on the balconies or porches at any time.
- 10) **ENTRANCE:** Enter another Lessee's apartment or bedroom without permission.
- 11) **PARTIES:** Host parties.
- 12) **ALCOHOL:** Store or possess kegs, beer balls or other large quantity containers. Alcohol in any open container is prohibited on balconies and in common areas including, but not limited to: stairways, entranceways, volleyball courts, swimming pool, clubhouse, courtyard and parking lots where applicable
- 13) **ADVERTISING:** Display any advertisement, sign, or notice, inside outside the premises that may appear disruptive to public view.
- 14) **FIRE RISK:** Store in the premises or any storage area any material of any kind or description that is combustible, or would increase the risk of fire.
- 15) **LITTER:** Litter or obstruct the public halls or grounds of premises. A charge of \$35 will be assessed per occurrence for excess garbage inside/outside unit.
- 16) **LAWS & INSURANCE:** Do anything that would violate any law or increase the insurance rates on the building in which the premises are situated.
- 17) **OBSTRUCTION OF WINDOWS:** Cover or obstruct the windows, doors and skylights that reflect or admit light into passageways, or into the common areas of any of Lessor's buildings.
- 18) **AUTOMOBILES:** Hose wash automobiles.
- 19) **CHARCOAL GRILL:** Use or store any charcoal or gas grills or other open flame cooking devices, or do any open cooking on balconies or patios.
- 20) **DAY CARE CENTER:** Provide, for consideration, in or about the premises, substitute parental or guardianship care or supervision to children not related to the Lessee by blood.

TENANT AGREES TO:

- 1) **GUESTS:** Be responsible for the conduct of all guests. Long-term visitation (over 48 hours) by any individual is not allowed unless agreed upon by all roommates and Lessor. Guests may not be present in or enter the Premises unless the Lessee is also present.
- 2) **GARBAGE & RUBBISH:** Place Lessee's garbage and rubbish for disposal only as Lessor directs and to dispose from the Premises all rubbish, garbage and other organic and flammable waste in a clean and sanitary manner.
- 3) **BALCONIES & PATIOS:** Keep balconies and patios free of all personal belongings (including bicycles), except that Lessee may maintain lawn furniture thereon provided the same is maintained in a neat and orderly manner. Apartment furniture must remain inside the Premises and may not be used outdoors. Bird, animal and insect feeders are prohibited. Alcohol is prohibited on balconies and patios.
- 4) **SMOKING:** Extinguish and dispose of all cigarettes and cigars in appropriate containers; at no time should cigarettes or cigars be thrown off balconies, out windows, off stairwells or into mulch as this creates a serious fire hazard. Violators subject to \$100 charge per occurrence.
- 5) **USE OF FACILITIES:** Use all facilities which Lessor provides for Lessee's comfort, solely at **Lessee's own risk**, and Lessee agrees that Lessor shall not be responsible for any injury to person or loss or damage to property arising out of Lessee's use thereof, unless the same is caused solely by Lessor's fault, omission, negligence or other misconduct.
- 6) **ILLEGAL DRUGS:** Not possess, use, store or dispose of (or permit the possession, use, storage or disposal of) illegal drugs in or about the Premises. If Lessee, Lessee's contractors, agents, invitees and /or guests, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Lessee will be deemed to have substantially and materially breached this lease agreement with such breach being grounds to terminate Lessee's occupancy of the Premises.
- 7) **FIRE SAFETY EQUIPMENT:** Lessor has installed at least one smoke detector, at least one fire extinguisher and a sprinkler system (where applicable) in/ about the premises and the fire safety equipment is in good condition and proper working order as of the beginning of the Lease Term. Lessee agrees not to obstruct or tamper with the fire safety equipment or otherwise permit the fire safety equipment to be obstructed or tampered with for any reason whatsoever. Lessee further agrees to test the detector(s) periodically and to report any malfunction to Lessor. Lessee assumes all liability to test the detector(s) and hereby waives and exonerates Lessor from any and all liability resulting from any defective detector(s) which Lessee shall not have specifically reported to Lessor.
- 8) **ALCOHOLIC BEVERAGES:** Lessee agrees that Lessee and Lessee's guests shall not sell or deliver or permit with the premises the sale or delivery of alcoholic beverages to persons who are under the age of 21. Lessee agrees that Lessee and Lessee's guests who are under the age of 21 shall not consume alcoholic beverages within or about the Premises or in the building containing the Premises or in or on any part of the Lessor's property.
- 9) **NOTICE:** Tenant agrees to send all notices to Landlord in writing by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given.
- 10) **ELECTRONIC MESSAGING:** By signing this Lease Agreement Lessee hereby authorizes Varsity Huntington II LLC (Varsity Place) to send text messages to Lessee cell phone to convey information including advertising messages related specifically to Varsity Place. Lessee understands that standard text messaging rates will apply to any messages received from Varsity Place. Lessee also understands that Lessee or Varsity Place may revoke this permission in writing at any time. Lessee agrees to not hold Varsity Place liable for any electronic messaging charges or fees generated by this service. Lessee further agrees that in the event Lessee cell phone number and or cell provider changes Lessee will inform Varsity Place.

