



**INSTITUTO TECNOLÓGICO DE SONORA**  
**DEPARTAMENTO DE CONTABILIDAD**

72

Comprobación de gasto

**CONT-POP-FO-20-03**

Fecha de elaboración: 13/12/2023

NUM. DE ORDEN (OS, OP, 03):  
NUM. DE PP:  
NUM. DE PROVEEDOR:  
NOMBRE DE PROVEEDOR:

1605  
294  
98171963  
Molina Puentes, Luis Fernando

IMPORTE SOLICITADO:  
NUM. DE SUC/PLANTA:

6,000.00  
F151

IMPORTE DEVUELTO:  
NUM. DE RECIBO DE DEVOLUCION  
IMPORTE P/DESCTO. POR NÓMINA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Si se trata de OP u O3 llenar los siguientes espacios:*

NUM. DE OV u O5 :  
NUM. DE ALMACEN:

\_\_\_\_\_  
\_\_\_\_\_

CONCEPTO:

Estancia en la Universidad Estatal de Iowa  
en el periodo del 12 de junio al 12 de agosto de 2023.

*La siguiente información se requiere en caso de tratarse de OS*

DESCRIPCIÓN	IMPORTE	Validación: (Sólo para uso de Contabilidad)
Alimentos: Hospedaje: Taxis:	\$ 6,000.00	
Total Facturas: Importe Solicitado	\$ 6,000.00 6,000.00	
Saldo a favor o en contra:	\$ -	

R2438  
LA 1874871

PH-722  
B-1874872

1874873.

Dependencia que solicita: Dirección de Recursos Naturales

Correo electrónico: amanda.martinez@itson.edu.mx

No. de extensión:

2923

**No tocar: (Sólo para uso interno)**

Revisado por: MA. Esther

No. Cheque/transferencia:

99 500539

Nombre: \_\_\_\_\_

Cta. Bancaria:

001.1121.00301004

Fecha: 27. DIC. 23

Banco:

BANVA PT

9215

Dr. Pablo Gortáres Moroyoqui

**OPERADO CON RECURSO**

Propio  
 Federal Ordinario  
 Estatal  
 PROCDEP  
 PFCE

Inicio de Vigencia: 05/04/2022

AÑO 20 23

Ciudad Obregón, Sonora. 10 de diciembre de 2023.

Dr. Pablo Gortares Moroyoqui  
Dirección de Recursos Naturales

Con relación al apoyo para la estancia en la Universidad Estatal de Iowa en el periodo del 12 de junio al 12 de agosto de 2023, agradezco el apoyo institucional recibido.

Respecto a la comprobación de gasto del apoyo para manutención de \$6,000.00 como complemento a la beca Conacyt informo que los gastos anexos en los comprobantes previamente enviados fueron puestos a mi nombre debido a que los pagos se realizaron con mi tarjeta de débito donde se me depositaba la beca Conacyt y en Estados Unidos no tiene un sistema de facturación que permita solicitar el recibo a terceros, especialmente en los alojamientos universitarios.

Previamente se envió el comprobante de pago a PLY\*American Campus Commun por un importe de \$13,731.40 donde se comprueba la transferencia electrónica de mi tarjeta de débito. Posteriormente, se envió el comprobante de pago de los gastos que la universidad de Iowa solicito por \$9,573.49 por concepto de Visiting Scholar Fees que fue solicitado y pagado posteriormente debido a que este concepto no se pudo pagar por el proyecto que pago los gastos de seguro médico por 806.00 Dls.

Respecto a la solicitud de recibos a nombre del Instituto Tecnológico de Sonora, no fue posible conseguirlos debido a que la Institución no realizo los pagos directamente debido a que el importe es mucho mayor que el apoyo recibido.

Por otra parte, se informa que el examen de grado fue exitosamente defendido el día 15 de septiembre de 2023, cumpliendo con el compromiso por el que se proporcionó el apoyo.

Agradezco a la Institución el apoyo recibido.

ATENTAMENTE

Mc, MVZ Luis Fernando Molina Puentes

OPERADO CON RECURSO

<input type="checkbox"/>	Propio	_____ \$ _____
<input checked="" type="checkbox"/>	Federal Ordinario	_____ \$ _____
<input type="checkbox"/>	Estatal	_____ \$ _____
<input type="checkbox"/>	PRGDEP	_____ \$ _____
<input type="checkbox"/>	PFCE	_____ \$ _____

AÑO 20 23

## Marisol Olivas Leyva

**De:** Yulma Yadira Quijada Parra  
**Enviado el:** lunes, 11 de diciembre de 2023 04:05 p. m.  
**Para:** comprobaciones  
**CC:** Pablo Gortares Moroyoqui; Amanda Selene Martínez Villela  
**Asunto:** RV: OS 1605 PP 294 Movilidad Luis Fernando Molina  
**Datos adjuntos:** carta de Luis Molina; RE: otro comprobante de pago Luis Fernando Molina; RE: PP Pendientes por comprobar de alumnos a la fecha; Wire Transfer-3 ISU.pdf; Pago iastarte 521.31 dls.pdf; CampustownRent.pdf; Lease for 00879216 LeasePacket-0-1.pdf

Buenas tardes

Este pago es recurso Federal, se autoriza solo si la llegaran a observar les informaríamos, adjuntaremos a la comprobación estas justificaciones

Saludos

Yulma Quijada

**De:** Pablo Gortares Moroyoqui <pablo.gortares@itson.edu.mx>  
**Enviado el:** lunes, 11 de diciembre de 2023 01:16 p. m.  
**Para:** Yulma Yadira Quijada Parra <yquijada@itson.edu.mx>  
**Asunto:** RV: OS 1605 PP 294 Movilidad Luis Fernando Molina

Buenos días estimada Yulma,

En relación a lo que platicamos esta mañana, sobre la comprobación de gastos de un estudiante de la Maestría en Ciencias en Recursos Naturales. Te mando algunos correos y documentos en relación con la comprobación de gastos de un estudiante (Luis Fernando Molina Puentes) de la Maestría en Ciencias en Recursos Naturales, hoy ya egresado y titulado. El recursos fue a través del proyecto de capacidad académica, mismo que contemplaba el apoyo a estudiantes de posgrado para estancias académicas y/o de investigación. Al alumno se le apoyó con \$ 6,000 en total, monto que fue utilizado para pagar parte de la renta del alojamiento, que fue de 1,293.10 Dólares, de los cuales se pagaron en dos partes en dos fechas diferentes: una por 779.00 dólares el 27 de junio de 2023 y otra por 521.31 dólares el 16 de octubre de 2023.

El comprobante de pago es el contrato de renta (lease.); asimismo, adjunto correos relacionados con el asunto.

Quedo a la orden en caso de que requiera mayor información o de alguna aclaración.

Saludos

Dr. Pablo Gortáres Moroyoqui  
Director Académico de Recursos Naturales  
Instituto Tecnológico de Sonora  
4100900 Ext. 2923  
[pablo.gortares@itson.edu.mx](mailto:pablo.gortares@itson.edu.mx)

**OPERADO CON RECURSO**  
 Propio \_\_\_\_\_ \$ \_\_\_\_\_  
 Federal Ordinario \_\_\_\_\_ \$ \_\_\_\_\_  
 Estatal \_\_\_\_\_ \$ \_\_\_\_\_  
 PRODEP \_\_\_\_\_ \$ \_\_\_\_\_  
 PFCE \_\_\_\_\_ \$ \_\_\_\_\_

AÑO 2023

De: Amanda Selene Martínez Villela <amanda.martinez@itson.edu.mx>

Enviado el: lunes, 11 de diciembre de 2023 11:46 a. m.

Para: Pablo Gortares Moroyoqui <pablo.gortares@itson.edu.mx>

Asunto: OS 1605 PP 294 Movilidad Luis Fernando Molina

Buenos días Dr. Pablo

Anexo los correos en donde se tomo el caso de los comprobantes de la OS 1605 PP 294, además se anexan los comprobantes enviados de la movilidad

Quedo a la orden

Saludos



Mtra. Amanda Selene Martínez Villela

Auxiliar Académico

Dirección de Recursos Naturales

☎ (644) 4 10 09 00 ext. 2317

✉ amanda.martinez@itson.edu.mx

📍 Laboratorio CIIBAA, Campus Centro

🕒 8:00 a 16:00 hrs.

OPERADO CON RECURSO

- Propio \_ \_ \_ \_ \$ \_\_\_\_\_
- Federal Ordinario \_ \$ \_\_\_\_\_
- Estatal \_ \_ \_ \_ \$ \_\_\_\_\_
- PRODEP \_ \_ \_ \_ \$ \_\_\_\_\_
- PFCE \_ \_ \_ \_ \$ \_\_\_\_\_

AÑO 20 23

## Marisol Olivas Leyva

**De:** Maricela Rascón Montes  
**Enviado el:** miércoles, 18 de octubre de 2023 12:08 p. m.  
**Para:** Amanda Selene Martínez Villela  
**CC:** Ramon Miguel Molina Barrios; Pablo Gortares Moroyoqui; comprobaciones  
**Asunto:** RE: otro comprobante de pago Luis Fernando Molina

Buenas tardes Amanda

Revisando los comprobantes le informo que el documento de Iowa State solo indica una cuenta a donde transferir no viene ningún dato de itson o del alumno o alguna cantidad, y el otro documento que es el pago en banco trae la fecha del 16 de octubre y la estancia del alumno según el attach de la orden OS 1605 es del 12 de junio al 12 de agosto de 2023. Por lo tanto le informo que dichos documentos no podrán presentarse en la orden.

Sin más por el momento quedo a la orden.

Saludos  
Maricela Rascón.

**De:** Amanda Selene Martínez Villela <amanda.martinez@itson.edu.mx>  
**Enviado el:** miércoles, 18 de octubre de 2023 11:53 a. m.  
**Para:** Maricela Rascón Montes <maricela.rascon@itson.edu.mx>  
**CC:** Ramon Miguel Molina Barrios <rmolina@itson.edu.mx>; Pablo Gortares Moroyoqui <pablo.gortares@itson.edu.mx>  
**Asunto:** RV: otro comprobante de pago Luis Fernando Molina

Buenas tardes Maricela  
Solicito tu valioso apoyo para validar si este comprobante puede ser presentado en la OS 1605 PP 294

De antemano gracias, quedo a la orden  
Saludos

**De:** ramon molina <rammol62@yahoo.com>  
**Enviado el:** miércoles, 18 de octubre de 2023 11:00 a. m.  
**Para:** Pablo Gortares Moroyoqui <pablo.gortares@itson.edu.mx>  
**CC:** Amanda Selene Martínez Villela <amanda.martinez@itson.edu.mx>  
**Asunto:** otro comprobante de pago Luis Fernando Molina

Buen dia...

Estoy anexando otro comprobante de pago que se realizo a la Universidad por concepto de gastos de admisión para la estancia.

Quizá este les sirva para justifica5r el apoyo

Gracias

PhD, Mc, MVZ Ramon M. Molina Barrios  
Profesor-Investigador Titular C  
Depto de Ciencias Agronomicas y Veterinarias  
Instituto Tecnologico de Sonora  
Tel. 644 4109000 ext 1671

OPERADO CON RECURSO  
 Propio \_ \_ \_ \_ \$ \_\_\_\_\_  
 Federal Ordinario \_ \$ \_\_\_\_\_  
 Estatal \_ \_ \_ \_ \$ \_\_\_\_\_  
 PRODEP \_ \_ \_ \_ \$ \_\_\_\_\_  
 PTCE \_ \_ \_ \_ \$ \_\_\_\_\_  
AÑO 20 23

**TO SEND MONEY BY WIRE:**

Request wire be sent to **Bankers Trust Company**, 453 7<sup>th</sup> Street, Des Moines, Iowa 50309

ABA Routing Number 073000642

ISU Account Number 057150

Money can be sent by SWIFT: BTCBUS44

**When initiating your wire payment, the following information must be included:**

1. **Customer Account Name/Number or Student ID Number**
2. **Amount of payment you are sending in US dollars**
3. **Name of the bank funds will be sent from**
4. **Name of the person on bank account or corporate account name if not a personal account**
5. **If applicable reference invoice numbers wanting to pay**

**Fees may be deducted from your wire by the sender's bank and the intermediate bank. Your account will be credited with the net amount of the wire after all fees have been deducted.**

OPERADO CON RECURSO

- Propio \_ \_ \_ \_ \$ \_\_\_\_\_  
 Federal Ordinario \_ \$ \_\_\_\_\_  
 Estatal \_ \_ \_ \_ \$ \_\_\_\_\_  
 PRODEP \_ \_ \_ \_ \$ \_\_\_\_\_  
 PFCE \_ \_ \_ \_ \$ \_\_\_\_\_

AÑO 20 23

# BBVA

## EMISION TRANSFERENCIA GASTOS OUR

Ciente: RAMON MIGUEL MOLINA BARRIOS  
Cuenta: 0074.6577.74.0468818045

### Datos del Beneficiario

Beneficiario: IOWA STATE UNIVERSITY  
Domicilio: ACCOUNTS RECEIVABLE OFFICE R00  
M 0880 BEARDSHEAR HALL  
Cuenta: 057150  
Banco Beneficiario:  
BANKERS TRUST COMPANY  
453 7TH ST  
DES MOINES IA, USA  
Concepto de Pago: LUIS  
MOLINA PUENTES  
INSTITUTO TECNOLÓGICO DE SONORA

Sucursal 6577 Pobl. CIUDAD OBRERON  
Fecha/Hora 16-OCT-2023 12:24:56  
Número Operación 7525835 01  
Movimiento 0000000086

### Datos Venta

Divisa Informativa USD  
Importe Aplicado MEXICANA  
Cambio PESOS MEXICANA  
Comisiones PESOS MEXICANA  
I.V.A. PESOS MEXICANA 16%  
Importe Total PESOS  
Fecha Valor  
\*\*\*\*\*10 OCT-2023

>>EM>>89>>00>>MIX22X36X5 <<  
>>00000000000000806<<  
>>12XX24XX56XS<<

Firma del Cliente

Sello del cajero

OPERADO CON RECURSOS  
 Propio  
 Federal Ordinario  
 Estatal  
 PRODEP  
 PFCE  
AÑO 20 23



## COMPROBANTE DE LA OPERACIÓN

### GENERAL

Tipo de operación

Transferencia a terceros

Motivo de pago

PYL\*American Campus Commu

Fecha de operación

26 junio 2023, 23:00:00 h

Fecha de aplicación

27 junio 2023, 23:00:00 h

Folio de operación

\*\*\*\*\*8359

### IMPORTE

Importe

\$ -13,731.40

OPERADO CON RECURSO

<input type="checkbox"/>	Propio	-----	\$	_____
<input checked="" type="checkbox"/>	Federal Ordinario	-----	\$	_____
<input type="checkbox"/>	Estatal	-----	\$	_____
<input type="checkbox"/>	PRODEP	-----	\$	_____
<input type="checkbox"/>	PICC	-----	\$	_____

### ORIGEN

AÑO 20 23

Cuenta origen



## Campustown LEASE AGREEMENT

**BASIC TERMS:**

Date: 6/13/2023

Apartment Community: Campustown

Resident: Luis Fernando Molina Puentes ("you" or "your")

Landlord (Owner): Campus Investors IS, LLC ("us", "we" or "our")

Landlord's Address: c/o Manager, 200 Stanton Ave. Ames, Iowa 50014 Attention: General Manager

Manager: Abacus Management B LLC

Premises: A Private Bedroom ("Bedroom") accommodation in a 0 Bedroom, 1 bathroom Apartment ("Apartment"), within an Apartment building ("Building") within the Apartment Community, as more specifically described in Paragraph 1a below. Your specific Building, Unit and Bedroom will be assigned to you prior to the beginning of the Lease Term. You and your Guarantor agree that this unit selection process adequately identifies the Leased Premises in order to enter into this Lease Agreement.

Unit Type: 216 Stanton - Studio C

Lease Term: Starting Date of Lease Term: 6/14/2023, Ending Date of Lease Term: 7/31/2023

Base Rent and Additional Rent: Base Rent and Additional Rent are due and payable as outlined per the Installment Schedule	
216 Stanton - Studio C	\$1,293.10 (total Rent for Lease Term is due and payable as outlined per Installment Schedule)
300 Stanton Covered Parking	\$0.00 (due and payable in addition to Rent, as outlined per the Installment Schedule)

Base Rent and Additional Rent (additional fees, charges and applicable sales taxes) payable by you under this Lease Agreement are together referred to as "Rent", to the extent permitted by law. Rent plus the additional fees, charges and/or modifications by addenda for the Lease Term is \$1,293.10 and is payable in 2 installments, without offset or deduction, and you agree to pay such Rent as follows per the Installment Schedule:

**INSTALLMENT SCHEDULE:**

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$514.10	6/14/2023	\$779.00	7/1/2023

Rates/installments do not represent a monthly rental amount, and are not prorated, but rather represent the total Rent due for the Lease Term divided by the number of installments.

**Guarantor:** The Guarantor has guaranteed Resident's duties and obligations hereunder pursuant to a separate Guaranty Agreement (herein so called) executed by Guarantor. Resident's failure to provide an executed Guaranty Agreement shall not render this Lease Agreement invalid but shall be a default of this Lease Agreement (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Lease Agreement). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Lease Agreement. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this Lease Agreement and all Rent and other obligations.

**Addendums attached to this Lease Agreement:**

- Utility Addendum
- Required Insurance Addendum to Lease Agreement
- Apartment Community Rules and Regulations
- Safety Guidelines
- Parking Rules (if applicable)
- Pet Agreement (if applicable)
- Television Addendum (if applicable)

**Additional Terms and Provisions:** Additional Terms and Provisions, as well as the Addendums, are attached as subsequent pages to this Lease Agreement. This Lease Agreement consists of this page of Basic Terms, the Additional Terms and Provisions, the Addendums, and the Guaranty Agreement.

**AGREEMENT:**

RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS LEASE AGREEMENT AND THAT THEY ACKNOWLEDGE THAT THIS LEASE AGREEMENT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. IT IS THE INTENTION OF ALL PARTIES TO THIS LEASE THAT THE PROVISIONS OF THIS LEASE, ITS TERMS, AND ADDENDUMS, SHALL BE ENFORCED SUBJECT TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE AGREEMENT. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THIS LEASE AGREEMENT IS VALID AND BINDING AS A RENEWAL OF BOTH THIS LEASE AGREEMENT AND THE GUARANTY.

**LANDLORD:**


Campus Investors IS, LLC

By: Abacus Management B LLC

By: \_\_\_\_\_  
Signature

**RESIDENT:**

By: Luis Fernando Molina Puentes

DocuSigned by:  
  
F06054293FA7488

**ADDITIONAL TERMS AND PROVISIONS AND ADDENDUMS FOLLOW THIS PAGE**

**OPERADO CON RECURSO**

Propio \_\_\_\_\_ \$

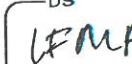
Federal Ordinario \_\_\_\_\_ \$

Estatal \_\_\_\_\_ \$

PRODEP \_\_\_\_\_ \$

PFCE \_\_\_\_\_ \$

AÑO 20 23

DS  


Resident Initials



damage by fire, water, storm or similar cause, you must notify us immediately. In case of malfunction of air conditioning or boiler equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the Premises secure, in good working order or to prevent damage. Once we receive the notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless otherwise allowed by law.

- iv. We may temporarily turn off equipment, including, but not limited to elevator service and/or interrupt utilities to the Premises, your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
  - v. Neither we nor the Manager are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of Landlord or Manager. We urge you to obtain your own insurance for losses due to such causes.
- e. **Mold Prevention and Bed Bug Information.**

**Resident agrees to:**

- i. Keep the Premises maintained and ventilated so that moisture does not accumulate. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow;
- ii. To immediately notify the Landlord of any dampness or mold problems including (1) any leaks, moisture problems, and/or mold growth; (2) any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (3) any significant mold growth on surfaces inside the Premises;
- iii. To regularly allow air to circulate in the Premises and to use exhaust fans (if available) whenever showering or bathing, cooking, dishwashing, or cleaning and to report to the Landlord any non-working fan;
- iv. To use all reasonable care to close all windows and other openings to prevent water from coming into the interior of the Premises;
- v. To clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (mold can grow on damp surfaces within twenty-four (24) to forty-eight (48) hours); and,
- vi. To keep the Premises free of dirt and debris that can harbor mold.

**BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION:** Landlord has no knowledge of any bed bug infestation in the Premises. Resident agrees not to bring onto the Premises, personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at [www.stopbedbugs.org](http://www.stopbedbugs.org) and the information below.

**Information about Bed Bugs:**

- i. **Bed bug appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- ii. **Life cycle and reproduction:** An average bed bug lives for about ten (10) months. Female bed bugs lay one (1) to five (5) eggs per day. Bed bugs grow to full adulthood in about twenty-one (21) days.
- iii. Bed bugs can survive for months without feeding.
- iv. **Bed bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

**Common signs and symptoms of a possible bed bug infestation:**

- i. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
- ii. Molted bed bug skins, white, sticky eggs, or empty eggshells.
- iii. Very heavily infested areas may have a characteristically sweet odor.
- iv. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs have fed on them.
- v. For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association: <http://www2.epa.gov/bedbugs> and <http://www.pestworld.org/all-things-bed-bugs/>

**Report Suspected Bed Bug Infestations As Soon As Possible:**

- i. **Prompt reporting:** If you find or suspect a bed bug infestation, please notify Landlord as soon as possible, and describe any signs of infestation so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from Apartment to Apartment.

**OPERADO CON RECURSO**

Propio ----- \$ \_\_\_\_\_

Federal Ordinario ----- \$ \_\_\_\_\_

Estatal ----- \$ \_\_\_\_\_

PRODEP ----- \$ \_\_\_\_\_

PFCE ----- \$ \_\_\_\_\_

23

**LFMP**

**Cooperation with Pest Control:**

- i. Residents shall cooperate with the inspection including allowing entry to inspect any Apartment selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
- ii. Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the Apartment, the deadline for any Resident preparation of the Apartment and a pretreatment checklist with information provided by the pest control operator.
- iii. The Resident shall fulfill their responsibilities for Apartment preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- iv. Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- v. If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by Landlord or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- vi. Residents who are not able to fulfill their Apartment preparation responsibilities shall notify the Landlord at least one (1) business day prior to the scheduled pest control operator visit for inspection or treatment.
- vii. Resident must vacate their Apartment for the duration of time required by the pest control operator for treatment purposes, and to allow chemicals to safely dissipate, and shall not re-enter the Apartment until directed by the pest control operator to do so.

**Prevention Recommendations:**

- i. Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your Apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
  - ii. Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them to the Premises. Never take discarded items from the curbside.
  - iii. Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
  - iv. Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
  - v. Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home (a dryer on high heat can kill bed bugs.)
- f. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises and the Common Areas of the Apartment, including but not limited to the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas of the Apartment, must be clean and in good repair and condition. **Carpets must be in a clean condition on or prior to move-out, and Resident is responsible for any necessary cleaning to restore the Premises to the condition at the commencement of the tenancy.**

If you fail to clean the Premises and the Common Areas of the Apartment or if any walls, floors, carpets, doors, window treatments, fixtures, furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. We recommend that you schedule a walk-through with Manager or a member of Manager's staff. Upon termination of this Lease Agreement, we have three (3) business days to inspect the Apartment for damage, and this will be the basis for any charges against your Security Deposit. The estimated dollar amount of repair labor will be billed at \$50.00 per hour and cleaning service labor will be billed at \$25.00 per hour. You may be liable for an amount higher or lower than the amount of your Security Deposit. If you disagree with our assessment of damages you must state specifically in writing the items you disagree on, and you must sign such statement of disagreement and deliver it to us. **In order to preserve any right you may have to recover any portion of your Security Deposit which you may believe has been wrongfully withheld after termination of this Lease Agreement, you must provide us written notice that you object to the damage within five (5) business days of receipt of notice, otherwise we will presume that you agree to the damages shown.** If you leave any of your property in the Apartment Community after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell or dispose of such property, and neither Landlord nor Manager shall be liable for the loss of or damage to any property that remains in the Apartment Community after the Ending Date or earlier termination of this Lease Agreement. The provisions of this paragraph shall survive the termination of this Lease Agreement.

**LEASE TERM.** This Lease Agreement starts on the Starting Date, and ends at 12:00 p.m. on the Ending Date (the fact that you are no longer a student does not shorten the Term or reduce or limit your liability), but you may not occupy your Apartment or any part of the Apartment Community until this Lease Agreement and other required documents (including, but not limited to the Guaranty or Guaranties) have been fully signed by all parties.

**If you intend to leave the Apartment permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit, you must provide the Manager with thirty (30) days' advance written notice of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease Agreement and we can withhold your Security Deposit unless all payments through the Ending Date have been made.**

If you move out before the Ending Date, your Rent for the remainder of the Lease Term is still payable by you to us as you have violated the Lease Agreement. If you have not or do not intend to move into your Apartment on or after the starting date of your Lease Agreement you are still obligated to all Terms and financial obligations under this Lease Agreement. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Lease for the same Terms and conditions to another person provided the Manager gives written consent, but our consent is at our sole discretion. Your obligations will be terminated under this Lease Agreement once the Replacement Resident has completed all necessary paperwork, all fees are submitted to Manager, and Manager approves and executes the

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Lease Agreement for the Replacement Resident. Should your request to transfer your rights under this Lease Agreement be approved, you also have to pay us a reletting charge equal to \$300.00, which charge will serve to partially defray our costs in making the Premises available for reletting and for reletting the Premises. The reletting charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by us.

If you have moved into the Premises and you relet the Premises, you must move out of the Premises a minimum of five (5) business days prior to the Replacement Resident's Lease Agreement start date to allow Manager time to make the Premises ready and available. You are responsible for all Rent and utilities until the start date of the Replacement Resident's executed Lease Agreement.

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you will owe us all of our actual damages resulting from your holding over and to the fullest extent allowed by applicable law our reasonable attorney fees and the damages of any other to whom we may be liable because of your holdover. However, notwithstanding anything herein to the contrary, the payment of such actual damages due to holdover does not constitute the Landlord's consent to such holdover nor any consent to the creation of any such holdover tenancy of any kind, and the said actual damages paid in connection with any holdover past the Ending Date shall not be construed as Rent creating any holdover tenancy of any nature. This provision shall survive the termination of this Lease.

3. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent and Additional Rent and any other fees or charges which are payable by you at the same time installments of Rent are payable) on or before the date on which it is due and without us having to make demand for payment. All monies that you owe us under this Lease Agreement shall be treated as Rent. Resident must pay Rent via the Resident Portal via either credit card, debit card, ACH, or as otherwise agreed upon by Manager in writing. Resident agrees and understands that these payments are processed by a third-party payment processor (the "payment processor") and have payment processing fees that are charged and collected by the payment processor. These payment processing fees are not collected or charged by Landlord or any of its affiliated entities and the fee amounts can be found at [americancampus.com/zego-fees](http://americancampus.com/zego-fees). **Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages.** In addition, if two (2) payments for Rent are returned to us or declined due to insufficient funds, we will require that all money payable to us be paid via credit card and/or ACH payment. **Cash will not be accepted.**

a. Regardless of whether it is a holiday or weekend, Rent is due on the first (1<sup>st</sup>) day of each month. Rent is late if Rent is received on or after the fifth (5<sup>th</sup>) day of the month, and Manager will charge you (and you agree to pay) late charge of \$12.00 per day that Rent remains unpaid, not to exceed \$60.00 per month. You also agree to pay a \$30.00 charge for each non-sufficient/rejected/declined electronic payment, plus any fees charged to us by our bank, as well as the above late charges until we receive acceptable payment. Balances of \$50.00 or greater will be subject to Late Fees.

b. At our option and without notice to you, any payment that we receive may be applied first to your obligations which do not constitute Rent and, then to Rent (with any past due Rent being paid first), regardless of whether or not you have made notations on payments and regardless of when or how the obligation came about.

c. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due. In addition, Landlord's acceptance of any payment marked "final payment" or "paid in full" does not absolve Resident of any outstanding balance.

d. You are liable for all costs or charges associated with our having to provide additional services to you or at your request and for all fees or charges as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease Agreement. Additional policies and regulations may be provided to the Resident on or before move-in day and will be outlined in the Resident Handbook. Resident agrees to review this document and acknowledge receipt as applicable.

4. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Lease Agreement, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Lease Agreement) as partial security for all of your obligations under this Lease Agreement. **The Security Deposit will not be our limit of damages if you violate this Lease Agreement, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning, repairs and replacements, in excess of "normal wear" and the amount of delinquent payments of Rent and other charges, and late charges, may be deducted by us from the Security Deposit. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with the Manager, within three (3) days after written demand by Manager, the funds necessary to restore the Security Deposit to the full amount set forth on the first page of this Lease Agreement. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Lease Agreement, but we can, but shall not be obligated to, use all or any part of the Security Deposit for any of your unpaid obligations. Following the termination of this Lease Agreement and our receipt of your mailing address or delivery instructions, we have thirty (30) days to return any unused portion of the Security Deposit to you. The return of any unused portion of the Security Deposit will be provided via US Mail or by electronic means, if available and as permitted by law. Along with the return of all or any portion of your Security Deposit, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. These materials may be mailed (via first class mail) to your last known address, and if undelivered, will be returned to us. Upon the expiration of one (1) year after the date of mailing, the remainder of your Security Deposit will become our property. If we sell the Apartment Community and your Security Deposit is transferred to the new Owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new Owner for return of the Security Deposit.

5. **UTILITIES.** Resident (jointly and severally with the other authorized Residents of the Apartment) shall be solely liable for all deposits, charges, fees, taxes, or services of each such utility. Electric, natural gas, water, sanitary sewer, trash removal, and storm water services are required Critical Utilities, and you must not allow the service of any Critical Utilities where you are customer of record with such Critical Utility provider to be suspended or terminated for any reason— including disconnection for not paying your bills—until the Lease Term or Renewal period ends. Utilities may be used only for normal household purposes, and Critical Utilities must not be wasted.

If cable or satellite television service is provided to you by the Landlord, either the Landlord or the television service provider may alter the services provided (including the number and selection of channels that are provided) at any time, provided that the change applies to all Residents. If internet, telephone, or other data services are provided to you by the Landlord, either the Landlord or the service provider may alter the services provided at any time, provided that the change applies to all Residents. Cable, satellite, phone, internet, or other data services provided by the Landlord are solely for the noncommercial, household use of the Resident and for no other purpose.

If your electricity is interrupted, you must use only battery-powered lighting.

Your bills may contain charges for utility services subject to state and/or local laws, rules, ordinances, and regulations. Where lawful, your invoice may contain estimated charges if a utility provider has not provided a timely invoice to the Landlord. Where lawful, the charges and fees for any utility services provided by or paid by the Landlord on behalf of a Resident shall be considered additional Rent.

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Failure to maintain utilities as required herein is a material default of the Lease Agreement.

6. **LIABILITY/INDEMNITY.** Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by the criminal conduct of other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. **TO THE FULLEST EXTENT ALLOWED BY LAW, AND EXCEPT FOR LANDLORD'S LIABILITY ARISING FROM LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, YOU, FOR YOURSELF AND FOR YOUR GUESTS, RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNEES AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. TO THE EXTENT PERMITTED BY LAW, YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE PREMISES INCLUDING THE BEDROOM, APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.**

**TO THE EXTENT PERMITTED BY LAW, YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE AGREEMENT.**

To the extent permitted by law, if you file suit against the Landlord or Manager and Landlord or Manager (as applicable) wins with no fault, the Resident will pay all legal fees of Landlord or Manager. To the extent permitted by law, Resident waives their right to a jury trial.

7. **DEFAULT AND REMEDIES.** You are in default/violation of this Lease Agreement if:
- You fail to pay Rent or any other amount owed under this Lease Agreement as and when required by this Lease Agreement;
  - You or your guest(s) violate(s) this Lease Agreement, any of the Rules and Regulations or other Addendum to this Lease Agreement, any Apartment or amenity rules, or fire, health, safety or criminal laws or codes, regardless of whether arrest or conviction occurs. Resident's failure to comply with any term of the Lease Agreement, addenda to the Lease Agreement, community rules and/or regulations and federal, state and local laws shall be deemed to be substantial and material violation of the Lease Agreement and cause for termination of tenancy;
  - Any of the utilities which are payable by you or the other Residents of the Apartment are not paid on a timely basis or are disconnected or shut-off. An administrative fee will apply to any and all utilities that are not paid in a timely basis or are disconnected or shut-off;
  - You fail to move into the Apartment after completion of all required documentation, or, if you abandon the Apartment (we may assume that you have abandoned the Apartment if your personal property has been removed from the Apartment and/or you have not been in the Apartment for fourteen (14) consecutive days while unpaid Rent is due and payable);
  - You or the Guarantor have made any false statement or misrepresentation of any information supplied to us, or it is discovered that the Lease Agreement was tampered with or modified in any way without consent of Landlord;
  - Regardless of whether conviction subsequently occurs, you or your guest is arrested for a misdemeanor or felony offense involving actual or potential physical harm to a person or property, a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined by applicable law, or for any offense whatsoever occurring in the Apartment Community;
  - Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
  - You create a nuisance or disturbance within the Apartment or the Apartment Community;
  - You fail to pay any fee or charge within ten (10) days after it is levied in accordance with this Lease Agreement or the Rules and Regulations;
  - You engage in any actual violent conduct or threat of violence, whether verbally, in writing or via electronic communication, including but not limited to harassment or sexual harassment toward any roommate, Resident, Landlord's employees or agents or the general public;
  - You are a "clear and present danger to the health or safety of other tenants, the Landlord, the Landlord's employees or agents, or other persons on or within the Landlord's property" as defined by applicable law.

If you are in violation of this Lease Agreement, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- Collect any fee or charge imposed or authorized under the Rules and Regulations and/or outlines in the Resident Handbook;
- Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your default under this Lease Agreement;
- Terminate your right to occupy the Premises or institute an action for eviction, without terminating this Lease Agreement or your monetary obligations for the Premises, by giving you written notice providing seventy-two (72) hours for you to leave;
- Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease Agreement or until a Replacement Resident has completed all necessary paperwork, submitted all fees to Manager, and Manager approves and executes the Lease Agreement;

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- e. terminate this Lease Agreement and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing seventy-two (72) hours for you to leave; and/or
- f. Report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

The exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have under this Lease Agreement, or at law or in equity. After we give you notice to leave the Premises, even if we accept Rent or other sums due, such acceptance shall in no way be deemed a waiver of our continuing rights of eviction or any other contractual or statutory right nor shall it diminish such rights in any way unless we specifically agree to the contrary in writing.

In the event we bring an action against you because of your violation of this Lease Agreement, then to the extent permitted by law, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

- 8. **LANDLORD'S RIGHT TO ENTER.** In the event of an emergency, if any Resident of the Apartment has placed a work order with Manager, or if it is otherwise impractical to provide notice, both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager, in our sole judgment, determine to be reasonable. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease Agreement, and you will be liable for any damage caused thereby). With one (1) day prior notice to you, we and/or the Manager can also enter the Premises to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, other residents or insurance agents or to perform maintenance or pest control. Without notice to you, we and/or the Manager can also enter the Premises to show a Bedroom or the Apartment to prospective Residents. Landlord does agree to respect Resident's right to privacy.
- 9. **FIRE OR OTHER CASUALTY.** If in our judgment, the Premises, the Building or the Apartment Community is materially damaged by Fire or other casualty, we may terminate this Lease Agreement within a reasonable time after such determination by giving you written notice of such termination. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease Agreement, we will, within a reasonable time, rebuild the damaged Premises. During such reconstruction we may provide temporary housing within the Premises or within a reasonable distance of the Premises and you will have no right to withhold or offset any part of your Rent. During such reconstruction, if we do not provide temporary housing, we will make a reasonable reduction of Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or other casualty.
- 10. **SUBORDINATION.** The lien of any lender(s) of loans secured by the Apartment Community, whether currently existing or subsequently granted, will be superior to your rights as a Resident under this Lease Agreement. Therefore, if we violate the loan and a lender becomes the Owner of the Apartment Community, such lender may terminate this Lease Agreement or it may elect to continue this Lease Agreement. Your rights under this Lease Agreement are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
- 11. **RULES AND REGULATIONS.** You and your guests must comply with all written rules, regulations, and policies which we adopt for the Apartment Community, including without limitation the Rules and Regulations. These rules, regulations, and policies are considered to be a part of this Lease Agreement and, to the extent allowed by law, we can revise, change, amend, expand or discontinue the rules, regulations and policies at any time at our sole discretion by posting a notice for thirty (30) days on a bulletin board or other area that we designate for notices to Residents or by written notice to you.
- 12. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Lease Agreement or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease Agreement and the new Owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale. In the event of any such sale, you acknowledge and agree that we will transfer to the new Owner of the Apartment Community a copy of this Lease Agreement and all personal, financial, and other information concerning you, your guests, Guarantor(s), or any other individuals that has been obtained or generated in connection therewith.
- 13. **RESIDENT INFORMATION.** If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. You further represent that you understand and agree that your contact information will be shared with your roommate(s) as needed for roommate matching and room assignment purposes. Further, you acknowledge that if there is a need to disclose information regarding you and/or your rental history to law enforcement, a federal, state, or local governmental body; or another third party for governmental, legal, safety, or business purposes, Manager will provide the requested information as necessary or appropriate, including when disclosure is permitted or required by law.
- 14. **LIABILITY OF RESIDENTS.** Each Resident of an Apartment is jointly and severally liable with the other Residents of the Apartment for all Lease Agreement obligations relating to Common Areas; however only you are liable for the Lease Agreement obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Lease Agreement. You are not liable for any of your fellow Resident's obligations as to their Bedroom or their Rent payable to us. Your bedroom has been assigned to you by the Landlord. If you fail to move into the correct bedroom, or elect to switch rooms with a roommate, you are still responsible for the room that you were assigned to. We will not rearrange room assignments. Any damages to the room that you were assigned to are entirely your responsibility. Damage to the Apartment Common Area spaces will be divided equally among all Residents unless one Resident claims responsibility in writing to Manager for the damages. Residents are responsible for any damage/violations caused by their guests.
- 15. **LIABILITY OF LANDLORD.** If we violate this Lease Agreement, except as otherwise required by law, before you bring any action against us for such violation, you agree to first give us written notice of the nature of our violation and allow us seven (7) days to cure it, provided, however, in the event such violation of this Lease Agreement is of a nature that cannot be reasonably cured in seven (7) days, we shall be allowed a reasonable time to cure so long as we commence such cure within said seven (7) day period and diligently pursue the cure to completion.
- 16. **SAFETY. WE AND/OR MANAGER DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE AGREEMENT. None of our safety measures are an express or implied warranty of security or a guarantee against injury, loss, crime, or of a reduced risk of crime. You acknowledge that, except as otherwise provided by law, Manager and we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. Manager and we are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the Premises are not a security building and that you do not hold Manager or us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY.**
- 17. **GENERAL.** With regard to all provisions of this Lease Agreement, time is of the essence (this means that timing is very important in the performance of all matters under this Lease Agreement, and all deadlines will be strictly enforced). Your execution of this Lease Agreement

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confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease Agreement is the entire agreement between the parties. We make no representations or warranties that all Residents of the Apartment Community will be terminated this Lease Agreement or any part of it and no authority to make promises, representations or agreements which impose duties on us. Our representatives (including Manager and leasing personnel, employees, and other agents) have no authority to waive, amend or security or other obligations on us. Unless this Lease Agreement clearly states otherwise, all sums owed by you are due upon demand. Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout this Lease Agreement will not invalidate this Lease Agreement. If any part of this Lease Agreement is not valid or enforceable, it shall not render the remainder of this Lease Agreement invalid or unenforceable. This Lease Agreement shall create the relationship of Landlord and resident between you and us, and you have only a usufruct, and not an estate for years.

- 18. **MANAGER/NOTICES.** Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Lease Agreement. Any notices you need to send to us under this Lease Agreement (other than service of process on us) are to be delivered to Manager. All notices delivered under this Lease Agreement by Resident to Landlord must be delivered by personal delivery or certified mail, return receipt requested and will be considered delivered and received upon actual receipt. All notices to you can be delivered to your Apartment and/or to your mailbox. The Manager is not authorized to accept service of process on behalf of Landlord. Landlord's address for purposes of service of process on Landlord is as follows: c/o American Campus Communities, 12700 Hill Country Blvd, Suite T-200, Austin, TX 78738, Attention: Sr. Vice President of Management Services. Unless this Lease Agreement or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given by personal delivery, United States First Class Mail, electronically (i.e. via email to Resident's address on file) and/or via text message, subject to our rules.
  - 19. **WAIVER OF PERSONAL JURISDICTION.** You agree that performance and payment of your obligations under this Lease Agreement shall be made in the County in which the Apartment Community is located. You waive personal jurisdiction and submit to the jurisdiction and venue of the courts of the County in which the Apartment Community is located.
  - 20. **CONSTRUCTION OF THIS LEASE AGREEMENT.** This Lease Agreement shall be constructed under the laws of the state in which the Premises is located. All headings preceding the text of the several provisions and sub provisions are inserted solely for convenience of reference and none of them shall constitute a part of this Lease Agreement or affect its meaning, construction, or effect.
  - 21. **PARTIAL INVALIDITY.** If any Term, provision, condition or covenant contained in this Lease Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Lease Agreement, the application of such Term, provision, condition or covenant to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and all such remaining Terms, provisions, conditions and covenants in this Lease Agreement shall be deemed to be valid and enforceable.
  - 22. **SUBLEASE.** Resident shall not have the right or power to sublet the Premises or any part thereof, or to transfer or assign this Lease Agreement without the written consent of Landlord, nor shall Resident offer any portion of the Premises for a sublease by placing any notice or advertisement in any magazine, sign, newspaper, internet site or other advertising medium without Landlord's prior written consent.
  - 23. **MODEL DISCLAIMER.** The model Apartment, including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, light fixtures and window treatments, is intended to be representative of the general quality, quantity and type of construction and materials which the Owner intends to use in the Apartment to be leased to Residents. The actual colors, styles, sizes, shapes, models, designs, materials, manufacturers and upholstery of these items in the Apartment to be leased may vary. The actual Apartment to be leased will not include the lamps, artwork, pictures, clothing, unattached appliances, accessories, other personal property and decorations contained in the model which are for display purposes only. The actual furniture provided may vary by number of beds and baths leased.
  - 24. **INCOME AND GUARANTOR REQUIREMENTS.** Applicant must earn an annual gross income equal to three (3) times the total Rent installments as outlined on the first page of the Lease Agreement and must have qualifying credit history. Applicant must have held that employment for at least one (1) year prior to the Housing Application date. Proof of income must be supplied via two (2) recent pay stubs, four (4) if paid weekly, two (2) most recent bank statements, financial aid award, 1-20, tax records or court documents. If the Applicant cannot prove income and does not meet the qualifying credit history, the Applicant must have a Guarantor sign a Guaranty Agreement, guaranteeing Resident's obligations under the Lease Agreement. The Guarantor must meet the stated income and credit history requirements. Any Applicant who cannot prove income and qualifying credit history, and cannot provide a Guarantor, must pay the sum of first and last rental installment on the first installment due date as listed on the first page of the Lease Agreement.
- By signing this Lease Agreement you agree to provide the required information within ten (10) days of the day you sign this Lease Agreement or before the Lease Agreement begin date, whichever is shorter. If you fail to provide this information then the Landlord will have the option, but not the obligation to declare this Lease Agreement in default and market the room (s) you have contracted as described on the front page of this agreement to others. You will be responsible for the cost to market the room (s) and liable for any loss suffered by the Landlord due to your failure to comply with this section.
- 25. **ROOMMATE ASSIGNMENTS.** Roommate assignments are offered as a convenience to you, and Manager assumes no liability for any claims relating in any way to roommate assignments. Manager applies the same rental criteria to all applicants but does no investigation or background check beyond standard rental application processing. Manager makes no representations, guarantees or warranties of any type regarding the roommate assignment process, or any particular person who is assigned as your roommate.
- YOU VOLUNTARILY ASSUME ANY RISK IN THE ROOMMATE ASSIGNMENT PROCESS AND HEREBY WAIVE AND RELEASE OWNER AND MANAGER FROM ANY AND ALL CLAIMS RELATED TO THE ROOMMATE ASSIGNMENT PROCESS AND/OR THE CONDUCT OF ANY ROOMMATES ASSIGNED TO YOUR APARTMENT. IN NO EVENT SHALL OWNER OR MANAGER BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE ROOMMATE ASSIGNMENT SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR RESIDENCY WITH OTHER ROOMMATES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH YOUR ROOMMATES. YOU UNDERSTAND THAT OWNER AND MANAGER MAKE NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH ROOMMATES ASSIGNED TO YOU THROUGH THE ROOMMATE ASSIGNMENT SERVICE. YOU SHOULD NOT PROVIDE YOUR FINANCIAL OR PERSONAL INFORMATION (FOR EXAMPLE, YOUR CREDIT CARD OR BANK ACCOUNT INFORMATION) TO YOUR ROOMMATES.
- 26. **RENTAL PROHIBITED.** You agree not to rent or offer to rent all or any part of the Premises to anyone else. You agree not to accept anything of value from anyone else for the use of any part of the Premises. You agree not to list any part of the Premises on any lodging rental website or with any service that advertises dwellings for Rent.
  - 27. **INSURANCE.** Resident agrees to maintain the required insurance coverages described in the attached Required Insurance Addendum to Lease Agreement.

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Resident Initials: LFMA



28. SERVICE REQUESTS.

We offer twenty-four (24) hour response to emergency maintenance service requests. Call 911 in case of fire and other life-threatening situations. Emergencies are considered to be any situation, which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, immediately call the after-hours phone number and explain the situation. Instructions will be provided to contact the proper service personnel. You agree to complete a written notification (a post/statement on Facebook or other social media sites is not considered a written notification) within a reasonable time of the immediate emergency notification. For non-emergency service requests, please call during posted Manager Office hours. You must also notify us promptly in writing (a post/statement on Facebook or other social media sites is not considered written notification) at the Manager's address of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others).

29. PERSONAL SAFETY/ACKNOWLEDGEMENT AND RELEASE.

BY EXECUTION OF THE LEASE AGREEMENT, RESIDENT AGREES AS FOLLOWS:

Your initials at the end of this personal safety/security acknowledgement and release indicates that you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors and/or carbon monoxide detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

YOU UNDERSTAND THAT NEITHER LANDLORD NOR THE MANAGER GUARANTEE OR ASSURE PERSONAL SECURITY OR SAFETY FOR YOU OR ANYONE. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates). IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You have read, understand and agree to these notices and acknowledgements as well as those contained in the Safety Guidelines and/or any other rules and regulations regarding safety and/or security. You acknowledge that crime exists and that Manager and we have no duty of foreseeability concerning criminal conduct or acts. Accordingly, YOU HEREBY RELEASE LANDLORD AND THE MANAGER, AND THEIR RESPECTIVE AGENTS, PARTNERS, OFFICERS, DIRECTORS AND REPRESENTATIVES, FROM ANY CLAIM WHATSOEVER WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE, AND ACKNOWLEDGE THAT NONE OF SUCH PERSONS OR ENTITIES ARE INSURERS OR GUARANTORS OF YOUR SAFETY OR THAT OF YOUR PROPERTY IN THE APARTMENT COMMUNITY. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.

Resident Initials

30. WIRELESS TELEPHONE CONTACT CONSENT. Resident hereby grants express written consent to authorize Landlord, and our successors, assignees, agents, attorneys, insurers, representatives, employees, partners, subsidiaries, and affiliated entities, and all representatives of the listed entities, including any debt collection agency or collector hired by any of the preceding entities, and all persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident using an automatic telephone dialing system, an artificial or prerecorded voice, or SMS text messages at the wireless telephone number indicated below. Examples of messages Resident will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Resident may receive approximately ten (10) messages per month.

Resident authorizes any and all communication methods described in this consent even if Resident will incur a fee or a cost to receive such communications. Message and data rates may apply. Resident further agrees to notify the Landlord if any telephone number or email address or other unique electronic identifier or mode provided changes or is no longer used by the Resident. Resident can change and manage this information in the Resident Portal Account.

Resident understands that they are not required to sign this consent (directly or indirectly), nor required to agree to enter into such an agreement as a condition of purchasing any property, goods, or services from Landlord. To receive the offered services without providing consent, please visit www.americancampus.com. Resident represents that they have read and agreed to the Terms of Use and Privacy Policy available at www.americancampus.com.

Resident may opt-out of such communications and retains the right to revoke permission at any time. To opt-out at any time reply STOP to such message via your wireless telephone or provide written notice to: American Campus Communities, RE: Telephone Consent Opt-Out, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas 78738, by email to: [optout@americancampus.com], or by any other reasonable means.

Resident must indicate below whether he/she agrees to the terms above and authorizes the communications outlined in this consent:

X I accept
I decline

- Propio
Estatat
PRODEP
PFCE

Resident Phone Number Provided via Housing Application: 52 64 4137 7304

31. REQUIRED METHOD OF CONTACT. Resident must provide Landlord with preferred methods of contact that Manager and/or Landlord can use in order to contact you with important non-promotional non-marketing matters related to the Premises and related to the services they provide in connection with your Lease Agreement or such services to be provided in the future by any Authorized Entities in connection with your Lease Agreement. Examples of reasons Authorized Entities may contact you include, without limitation, the following: deadlines, time-sensitive matters, maintenance notices, delivery notifications, notification of late payments, collection efforts, emergencies or messages requiring your immediate attention and other matters in connection with your Lease Agreement, as permitted by applicable law. Resident acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Resident has opted-out of promotional SMS text messages and/or email in accordance with section 30 hereinabove.

Resident Initials

in addition, you turner expressly consent and authorize any Authorized Entities to communicate with you at any phone number or email address or other unique electronic identifier/mode that you provide to us at any time. Any Authorized Entity may communicate with you using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages directed to your internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages otherwise directed to you through any medium. You authorize any and all of the communication methods described in this paragraph even if you will incur a fee or a cost to receive such communications. Resident further agrees to notify Landlord if any telephone number or email address or other unique electronic identifier/mode that you provided changes or is no longer in use during the Lease Term. Changes to this information can be maintained in your Resident Portal Account.

- 32. **PHOTOGRAPHS AND VIDEOS.** You consent to our use of photographs and/or video images of you and the Premises, including those taken at functions or events sponsored by the Apartment Community, for the purpose of advertising the Apartment Community or other similar communities owned or operated by us. We may use these images in advertising, websites, and social networking sites such as Facebook for marketing and promotional purposes. You consent to the publication of these images and waive any claims against us for use of such images.

Commercial photography and filming are prohibited within the Apartment Community. Lawful photography and filming for personal use is permitted with prior permission; however, no Apartment Community name, logos or trademarks may be visible.

- 33. **SEVERABILITY.** If any provision of this Lease Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease Agreement or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Agreement.

- 34. **VIRUS/PANDEMIC DISEASE WARNING AND WAIVER.** Due to the inherent risk of exposure to COVID-19 and/or other virus strains, and pandemic diseases (collectively "Viruses") on the Premises, Residents must follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death; always assume that anyone could have a Virus.

Resident acknowledges and agrees that neither the Owner nor Manager have made any advertised, verbal, or written representations, guaranties, or warranties, either express or implied, that any portion of the Apartment Community is safe or free from Viruses or that measures adopted or followed to meet governing health Guidelines when performing basic operations are or will be provided to or for Resident that will prevent Viruses from occurring in or around the Apartment Community.

Although the Owner and Manager will follow the state and local Guidelines to reduce exposure to Viruses, Resident agrees and understands such steps will not prevent exposure to Viruses. Exposure may occur regardless of steps taken to comply with issued Guidelines.

Resident is responsible to exercise care and caution for their own safety when using the recreational facilities and/or amenities of the Apartment Community. Resident acknowledges and agrees that the Owner and Manager have no statutory or contractual duty to keep the Common Areas of the Apartment Community safe or free from Viruses.

Resident expressly waives and releases Owner or Manager from any liability to Resident for damage or injury sustained or any negligence claim based on alleged acts of other Residents, Occupants, or Guests pertaining to any condition, defect, action, or failure to act in the Common Areas of the Apartment Community to the fullest extent allowed by law, including, but not limited to, claims pertaining to alleged negligence in preventing or failing to prevent the presence of Viruses in or around the Apartment Community.

Resident acknowledges and agrees that Owner and Manager are not required by law to provide written or verbal notices to the Resident of illness or death related to Viruses in or around the Apartment Community other than a notice required to be posted under the Guidelines which may specify posting a notice at certain recreational facilities and/or amenities in the Apartment Community.

Owner's or Manager's decision to provide an additional or voluntary advisory or notice of Viruses does not create a legal or contractual duty on the part of the Owner and Manager to investigate or provide information to Resident regarding other instances of Viruses that occur at the Apartment Community nor to continue giving such notices in the future.

- 35. **EARLY TERMINATION OF LEASE AGREEMENT.** Resident acknowledges there is no right to early termination of the Lease Agreement and Resident will not be released from this Lease Agreement for any reason, including, but not limited to, school changes including voluntary or involuntary withdrawal or transfer, job changes including voluntary or involuntary separation or transfer, marriage, separation, divorce, reconciliation, loss of roommates or occupants, bad health, viruses, pandemic diseases and/or the Apartment Community is sold. However, Resident may have special statutory rights under state law to terminate the Lease Agreement in certain situations involving family violence, certain sexual offenses, stalking, or a military deployment or transfer by providing the required proof per state law and company policy. In the event of Resident's death, all Rent, charges, removal and storage costs, and damages to the Premises are due until the Premises are vacated.

- 36. **CLASS ACTION WAIVER.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and *you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT BY SIGNING THIS LEASE AGREEMENT. YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE AGREEMENT.

- 37. **PRIVACY POLICY.** By initialing in the space provided, you acknowledge that you have received notice of the Privacy Policy available at www.AmericanCampus.com.

- 38. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Lease Agreement:

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UTILITY ADDENDUM

This Utility Addendum constitutes an Addendum to the Lease Agreement for the Premises described in the Lease Agreement and is hereby incorporated into and made a part of such Lease Agreement. Where the terms or conditions found in this Utility Addendum vary or contradict any terms or conditions found in the Lease Agreement, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
2. For Units located at the following location(s): **216 Stanton, 217 Welch and 218 Stanton;** Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
  - a) **Electric** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - b) **Water** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - c) **Sewer** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - d) **Gas** service to Resident's Apartment will be paid by:
    - the Landlord does not have this utility.
  - e) **Trash** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - f) **Stormwater** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - h) **Internet** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - i) **Pest Control** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
  - j) **Telephone** service to Resident's Apartment will be paid by:
    - directly by Resident to the utility service provider.
3. For Units located at the following location(s): **207 Stanton 2-3, 225 Stanton, 2325 Knapp House, 2337 Knapp House, 324 Stanton house, 304 Lynn, 309 Lynn 6-9, 313 Stanton, 301 Stanton and 324 Welch;** Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
  - a) **Electric** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - b) **Water** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - c) **Sewer** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - d) **Gas** service to Resident's Apartment will be paid by:
    - by Resident as the customer of record with the utility service provider.
  - e) **Trash** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - f) **Stormwater** service to Resident's Apartment will be paid by:
    - directly by Resident to the utility service provider.
  - g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - h) **Internet** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - i) **Pest Control** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
  - j) **Telephone** service to Resident's Apartment will be paid by:
    - directly by Resident to the utility service provider.
4. For Units located at the following location(s): **2323 Knapp 3-4;** Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
  - a) **Electric** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - b) **Water** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - c) **Sewer** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - d) **Gas** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - e) **Trash** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - f) **Stormwater** service to Resident's Apartment will be paid by:
    - the Landlord (Resident will not pay for this service separately from Rent).
  - g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:

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PRODEP \_\_\_\_\_ \$ \_\_\_\_\_

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the Landlord (Resident will not pay for this service separately from Rent).

- h) **Internet** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- i) **Pest Control** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
- j) **Telephone** service to Resident's Apartment will be paid by:  
 directly by Resident to the utility service provider.

5. For Units located at the following location(s): 300 Stanton, 200 Stanton, 215 Stanton and 119 Stanton; Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Electric** service to Resident's Apartment will be paid by:  
 by Resident as the customer of record with the utility service provider.
- b) **Water** service to Resident's Apartment will be paid by:  
 the current flat rate is \$10.00 per monthly installment per Resident with an executed Lease Agreement.  
 Bills will be sent to Resident on behalf of the Landlord by Landlord's billing vendor: Utility bills will be issued by Zego, unless otherwise notified by the Landlord.
- c) **Sewer** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- d) **Gas** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- e) **Trash** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- f) **Stormwater** service to Resident's Apartment will be paid by:  
 by Resident as the customer of record with the utility service provider.
- g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- h) **Internet** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- i) **Pest Control** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
- j) **Telephone** service to Resident's Apartment will be paid by:  
 directly by Resident to the utility service provider.

6. For Units located at the following location(s): 127 Stanton and 207 Stanton 6-8; Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Electric** service to Resident's Apartment will be paid by:  
 by Resident as the customer of record with the utility service provider.
- b) **Water** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- c) **Sewer** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- d) **Gas** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- e) **Trash** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- f) **Stormwater** service to Resident's Apartment will be paid by:  
 directly by Resident to the utility service provider.
- g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- h) **Internet** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- i) **Pest Control** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
- j) **Telephone** service to Resident's Apartment will be paid by:  
 directly by Resident to the utility service provider.

**OPERADO CON RECURSO**

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Federal Ordinario \_ \$ \_\_\_\_\_

Estatal ----- \$ \_\_\_\_\_

PRODEP ----- \$ \_\_\_\_\_

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7. For Units located at the following location(s): 116 Welch 201-205 and 207 Stanton 5; Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Electric** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- b) **Water** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- c) **Sewer** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).
- d) **Gas** service to Resident's Apartment will be paid by:  
 the Landlord (Resident will not pay for this service separately from Rent).

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- e) **Trash** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- f) **Stormwater** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- h) **Internet** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- i) **Pest Control** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
- j) **Telephone** service to Resident's Apartment will be paid by:
  - directly by Resident to the utility service provider.

8. For Units located at the following location(s): 116 Welch 206-208, 2323 Knapp-1 and 2327 Knapp 1-6; Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Electric** service to Resident's Apartment will be paid by:
  - by Resident as the customer of record with the utility service provider.
- b) **Water** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- c) **Sewer** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- d) **Gas** service to Resident's Apartment will be paid by:
  - by Resident as the customer of record with the utility service provider.
- e) **Trash** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- f) **Stormwater** service to Resident's Apartment will be paid by:
  - directly by Resident to the utility service provider.
- g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- h) **Internet** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- i) **Pest Control** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
- j) **Telephone** service to Resident's Apartment will be paid by:
  - directly by Resident to the utility service provider.

9. For Units located at the following location(s): 303 Welch 201-312, 309 Lynn 1-5; Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Electric** service to Resident's Apartment will be paid by:
  - by Resident as the customer of record with the utility service provider.
- b) **Water** service to Resident's Apartment will be paid by:
  - by Resident as the customer of record with the utility service provider.
- c) **Sewer** service to Resident's Apartment will be paid by:
  - by Resident as the customer of record with the utility service provider.
- d) **Gas** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- e) **Trash** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- f) **Stormwater** service to Resident's Apartment will be paid by:
  - directly by Resident to the utility service provider.
- g) **Cable/Satellite TV** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- h) **Internet** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent).
- i) **Pest Control** service to Resident's Apartment will be paid by:
  - the Landlord (Resident will not pay for this service separately from Rent). Costs associated with fleas and bed bugs are not included in normal pest control and will be billed back to the resident.
- j) **Telephone** service to Resident's Apartment will be paid by:
  - directly by Resident to the utility service provider.

**BILLING METHODS**

- 1: Full capture submetering of all of Residents' Apartments water/gas/electric use
- 2: Partial capture submetering of Residents' Apartments total water use based on submetering of hot water
- 3: Partial capture submetering of Residents' Apartments total water use based on submetering of cold water
- 4: Flat fee per month (see commodity for current flat fee amount)

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 Federal Ordinario \_\_\_\_\_ \$ \_\_\_\_\_  
 Estatal \_\_\_\_\_ \$ \_\_\_\_\_  
 PRODEP \_\_\_\_\_ \$ \_\_\_\_\_  
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Resident Initials

- 5. Allocation based on the number of Residents in Resident's Apartment compared to the total number of Residents at the Apartment Community
  - 6. Allocation based on the number of Residents residing in Resident's Apartment using a ratio occupancy formula where 1 Resident = 1, 2 Residents = 1.6, 3 Residents = 2.2, add 0.4 for each additional Resident
  - 7. Allocation based on square footage of Resident's Apartment compared to the total square footage in all Apartments at the Apartment Community
  - 8. Allocation based on a combination of square footage of Resident's Apartment and the number of Residents residing in Resident's Apartment
  - 9. Allocation based on the number of Bedrooms in Resident's Apartment
  - 10. Allocation based on a lawful method not listed here -special provisions description listed next to utility OR (if applicable) see the separate attachment detailing the method.
10. For Apartment Communities that allocate utility costs to Resident, Landlord or Landlord's billing vendor will calculate Resident's pro-rata share of the utilities and services provided and all costs in accordance with state and local law(s). Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential Apartments, as well as administrative fees. Both Resident and Landlord agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for the Resident. Where allowed, we may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Landlord's sole discretion, and after providing written notice to the Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.
- If a flat fee method for trash or other utility service is used, Resident and Landlord agree that the charges indicated in this Utility Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per Apartment cost.
- 11. When billed by Landlord or through Landlord's billing vendor, Resident must pay utility bills within 16 days of the date of issuance (as indicated on a utility bill) at the place indicated in the Lease Agreement, or the payment will be late. All utilities charge to the Resident are considered Rents owed. If a payment is late, the Resident will be responsible for late fees as outlined in the Lease Agreement. Late payment of a utility bill or failure to pay any utility bill is a material and substantial breach of the Lease Agreement and we may avail ourselves to all remedies available under the Lease Agreement, including but not limited to eviction proceedings.
  - 12. Resident will pay the below administrative fees, as indicated below:
    - One-time New Account Fee: \$0.00 and will appear on Resident's first utility bill
    - One-time Final Bill Fee: \$0.00 and will appear on Resident's final utility bill
    - Monthly Bill Processing Fee: \$0.00 and will appear on each monthly utility bill

If allowed by state law, we at Landlord's sole discretion may amend these fees, with written notice to Resident.
  - 13. Resident will be charged for the full period of time that the Resident was living in, occupying, or responsible for payment of Rent or utility charges on the Apartment. If the Resident breaches the Lease Agreement, the Resident will be responsible for utility charges for the time period the Resident was obliged to pay the charges under the Lease Agreement, subject to Landlord's mitigation of damages. In the event the Resident fails to timely establish utility services, we may charge the Resident for any utility service billed to Landlord for Resident's Apartment and may charge a reasonable administration fee for billing for the utility service in the amount of \$50.00.
  - 14. When the Resident moves out, the Resident will receive a final bill which may be estimated based on Resident's prior utility usage or charges to Resident's Apartment or otherwise estimated according to state and local law. This bill must be paid at move out or it may be deducted from Resident's security deposit, if applicable, in accordance with any applicable Landlord/Tenant laws and regulations.
  - 15. We are not liable for any losses or damages resulting from outages, interruptions, or fluctuations in utility services provided to the Apartment unless such loss or damage was the direct result of gross negligence or willful misconduct by Landlord or Landlord's employees. Resident agrees to release Landlord from any and all such claims and waive any claims for offset or reduction of Rent or diminished rental value resulting therefrom unless otherwise prohibited by law.
  - 16. Resident agrees not to tamper with, adjust, or disconnect any utility submetering system, equipment, or device. Violation of this provision is a material breach of the Lease Agreement and may subject the Resident to eviction or other remedies available to Landlord under the Lease Agreement, this Utility Addendum and applicable law.
  - 17. Resident represents that they will be residing in the Apartment as identified in the Lease Agreement. Resident will promptly notify Landlord of any occupant not on their Lease Agreement or otherwise authorized by Landlord.
  - 18. Resident agrees that the Resident may, upon thirty (30) days prior written notice from Landlord to Resident, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "Utilities" unless otherwise prohibited by law.
  - 19. If any provision of this Utility Addendum or the Lease Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of the Utility Addendum or the Lease Agreement. Except as specifically stated herein, all other terms and conditions of the Lease Agreement shall remain unchanged. In the event of any conflict between the terms of this Utility Addendum and the terms of the Lease Agreement, the terms of this Utility Addendum shall control.
  - 20. Landlord is not responsible or liable for Resident's use of the Internet or any utility.
  - 21. All utilities payable by the Resident must be placed in the Resident's name or the name of another Resident within twenty-four (24) hours of the Lease Agreement commencing.
  - 22. Special provisions and any addenda or written rules furnished to the Resident at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this Utility Addendum and/or the Lease Agreement.

DocuSigned by:  
  
 Received Signature #148...

Luis Fernando Molina Puentes  
 Resident Printed Name


Revision Date 8.15.22

Lease: 00879216 LeasePacket-0

6/13/2023  
 Date

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REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and made part of the Lease Agreement effective for the Lease Term beginning Fall 2023. Resident is required to maintain and provide to Manager evidence of the following minimum required insurance coverage for the Premises for the entire duration of the Lease Term:

- \$100,000 Limit of Liability policy covering Resident's legal liability for damage to the Landlord's property for no less than the following causes of loss: fire, smoke, explosion, water damage or backup or overflow of sewer, drain or sump.
• The policy must also list Landlord as an additional interest or interested party using the contact information provided: American Campus Communities, LLC. c/o LeaseTrack PO BOX 38060 Albany, NY 12203

Resident is required to furnish Manager acting on behalf of the Landlord, with the evidence of minimum required insurance prior to occupancy of leased Premises and at the time of each lease renewal period.

If at any time during the Lease Term Resident does not have the minimum required insurance, Resident is in breach of the Lease Agreement. If a breach of the Lease Agreement occurs before occupancy of the Premises, Landlord may immediately terminate the Lease Agreement and refuse to give possession of the unit. If Resident has taken possession of the unit, Landlord will provide notice of the breach, which Resident will have 15 days to cure. Upon failure to cure the breach, Landlord shall have, in addition to any other rights under the Lease Agreement, this Addendum, or applicable laws, the right to terminate the Lease Agreement or the right to purchase the minimum required insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.

Resident may obtain minimum required insurance or broader coverage from an insurance agent or insurance company of Resident's choice. If Resident furnishes Manager evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Resident does not maintain minimum required insurance, the insurance requirement of this Lease Agreement will be satisfied by Landlord, who will schedule the Resident's unit for coverage under the Landlord Required Legal Liability insurance policy ("LLL"). The carrier, coverage, and agent utilized for the LLL shall be at the sole option of Landlord, and the coverage provided under the LLL will provide the minimum required insurance coverage listed above. If Resident's unit is covered under the LLL, an amount equal to the total cost of the LLL coverage (premium, taxes, and Administrative Expense Fee) shall be charged to Resident by the Landlord, and shall be considered Additional Rent due under the Lease Agreement to the extent permitted by law, and Resident agrees to reimburse Landlord for such fees.

Resident acknowledges and agrees that:

1. LLL is designed to fulfill the minimum insurance requirement of the Lease Agreement. Landlord is the Insured under the LLL. Resident is not the Insured under the LLL policy and therefore Resident is afforded no individual protection or coverage for losses under the LLL policy. Landlord and Resident are not co-insureds under the same liability policy at any time during the Lease Term.
2. LLL coverage is not personal liability insurance or renters' insurance. Resident is responsible for obtaining Resident's own property, casualty, and liability insurance. All property kept or stored on the Premises shall be at Resident's own risk and Resident agrees to indemnify and hold Landlord harmless from any injury, loss, claims, demands, suits or, judgments arising out of damages to same, including claims by Resident's insurance carrier, to the fullest extent permissible by law. WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE. Resident acknowledges that the LLL does NOT cover the Resident's personal property (contents of the unit) nor additional living expenses due to displacement or liability arising out of bodily injury to any third party, to the fullest extent permitted by law. Resident understands that if Resident currently carries Renter's Insurance proof of the policy must be provided to the Manager prior to move-in inclusive of the declaration page and proof of Landlord being named as an interested party.
3. Resident acknowledges that Landlord and Manager have no liability for any damage or loss to Resident's personal property to the fullest extent permitted by law.
4. Coverage under the LLL policy may be more expensive than the cost of minimum required insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the minimum required insurance under this Lease Agreement.
5. Licensed insurance agents may receive a commission on the LLL policy.
6. The total cost to the Resident for the Landlord obtaining LLL coverage shall be \$12.00 per monthly rental installment, and shall be considered Additional Rent due under the Lease Agreement to the extent permitted by law. This includes premium payable to the LLL insurer, which includes taxes and fees due to state insurance and governing bodies and an Administrative Expense Fee to the Landlord for the expense of processing monthly payments and administering the program.
7. In the event that damages exceed that stated required minimum limits of the insurance coverage, Resident shall remain liable to the Landlord for any excess damages.
8. In the event of liability to any party other than the Landlord for damage to the Landlord's property, Resident shall remain liable to such other party.
9. The insurance required under this Addendum and the existence or limits of any such insurance will not reduce or supersede Resident's obligations under their Lease Agreement.

Scheduling under the LLL policy is not mandatory and Resident may purchase and provide to Manager evidence of minimum required insurance or broader coverage from an insurance agent or insurance company of Resident's choice at any time and coverage under the LLL policy will be terminated upon Landlord receiving proof of insurance that meets the minimum required limits.

DocuSigned by:
[Signature]
F00054293FA7440...
Resident Signature

6/13/2023
Date

Luis Fernando Molina Puentes
Resident Printed Name

Landlord Signature

Date

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### APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Lease Agreement. We provide these Rules and Regulations for your benefit and the benefit of the other Residents. Please understand that any violation of one of these Rules and Regulations by you or your guest constitutes a substantial and material violation of the Lease Agreement and Landlord may proceed with an eviction action or other legal proceedings provided for under the Lease Agreement and provided by law. Violation of these Rules and Regulations could result in injury or death to you and others or property losses. **YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO YOUR VIOLATION OF ANY OF THE APARTMENT COMMUNITY RULES AND REGULATIONS.** Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in the Lease Agreement.

#### USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

- Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times. Residents in rooms where screens are removed will be billed for repair/replacement and will be subject to disciplinary action. Throwing any object, solid, or liquid, out of a window is strictly prohibited. Clothing, banners, flags, lights, or messages may not be hung or posted outside of the buildings.
- Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Premises caused by leaving windows or doors open during inclement weather will be the responsibility of the Resident. Resident may not remove any furniture, equipment or appliances from the Apartment. Residents may not paint or wallpaper any of the walls in the Apartment. If a violation occurs, Resident will be charged to repaint the Premises.
- Balcony/patio areas are to be kept in a clean and orderly manner. Balconies/patios are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies/patios at any time. Furniture provided by the Apartment Community may not be stored on balconies/patios. Objects such as bicycles and coolers may not be stored on balconies/patios. Bicycles must be kept in bicycle storage areas or bike racks located throughout the Apartment Community. If a violation occurs this will result in the Resident being charged for improper bike storage. Only balcony/patio furniture may be kept on balconies/patios. No one is allowed to throw any objects from balconies/patios, windows or garage areas. Kegs are not permitted anywhere on Premises including balconies/patios or garage areas. Hammocks are not permitted to be hung on any part of the balcony/patio (including railings or support beams).
- All light bulbs and tubes must be operational at all times during the duration of the Lease Term as well as the time the Resident vacates the Premises. Colored bulbs are not allowed in balcony lights or other outside lights. Holiday lights and other decorations are not permitted unless designated by the Manager as appropriate and must be immediately removed upon request by the Manager or with the passing of that specific holiday.
- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
- Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.
- No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Premises (including without limitation outside or inside walls, roof, windows, or balcony railings).
- Locks may not be changed or added by a Resident without prior written permission of Landlord. Resident agrees that any key(s) issued will be used for access to the Premises by the Resident solely. Manager's staff will not hold, transfer or distribute keys to guests or visitors. If Resident copies a key or allows a guest to use their key(s) to access any part of the Premises, Resident may be held responsible for all charges associated with a lock change and key replacement and any damages caused by providing access to a third party. Locks and the appropriate key (card) s, and/or chains added must be left in place upon vacating the Premises. Keys to changed locks will be deposited with the Landlord. If Resident should lose the front door key, Landlord requires that the front door lock will be changed; Resident will be responsible for all costs associated for said lock change. Resident will be charged for after hour lockouts. All keys and, if applicable, gate cards and access cards must be returned to Landlord in person by the time specified in the Lease Agreement on the ending date of the Lease Agreement or upon termination of occupancy, or Landlord may impose a reasonable charge. No keys or access cards will be accepted by mail. Do not give out or lend keys, gate or lock combinations to anyone.
- Solicitation shall not be permitted at the Apartment Community, either by Resident or outside solicitors. Resident shall not, without the express written consent of Landlord (which may be withheld in Landlord's sole discretion) distribute or post any handbills, signs or flyers, nor send any mass or global emails to the other Residents.
- If your Apartment contains an overhead sprinkler system, you must take care not to unintentionally trigger the overhead sprinkler system in your Apartment. DO NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. Neither the Manager, nor we, will be responsible for any damage incurred from such situations. You will be responsible for all damage to your personal property as well as for the cost to repair all damage to your Apartment and any other Apartment and the Apartment Community, resulting from your triggering the overhead sprinkler system as provided in FIRE SAFETY/SAFETY, below.
- You must dispose of all trash and recycling (if applicable) in the proper bins, dumpsters or trash compactors in various collection areas in the Apartment Community. Do not leave trash around the outside of your Apartment or in the Apartment Community. Resident will be charged a trash removal fee and/or cleaning fee for a violation of this provision as well as for any littering by Resident or Resident's guests (to the extent permitted by applicable law).
- Resident must keep all utilities to the Premises active through the end of the Lease Term regardless if you choose to vacate the Premises before the Lease Agreement Ending Date; you cannot turn off your utilities if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 60 F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
- Pets, including but not limited to, dogs, cats, fish, birds, reptiles, and rodents, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved assistance animals. Approval must be granted prior to assistance animal entering or residing on the Premises. The following rules shall apply to a violation of this policy:

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- a. First violation: A written violation will be issued to the Resident specifying the complaint, and a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease Agreement. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
  - b. Second violation: Landlord will declare the Resident to be in default under the Lease Agreement and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Should a second violation occur, Resident will be charged \$500.00 per pet.
14. Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers larger than one gallon, are permitted on the Premises. Consumption of alcohol is prohibited in all common amenities and interior hallways. Keg cooling devices, mini refrigerators, and deep freezers are also prohibited. Glass containers are not permitted in Common Areas of the Apartment Community.

Residents agree that any and all facilities provided by Owner in the Apartment Community are provided as a gratuity and their use is not part of the Rent paid by Residents. Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior written notice to Residents. Such action shall not constitute any claim for diminished rental value by Residents or a claim of default under the terms and conditions of the Lease Agreement by Owner. No Manager provided facilities, including but not limited to fitness rooms, pools, spas, study rooms, computer centers, or courts, or theater rooms, and no common areas or garages, may be used by any Resident for any commercial or business purpose including teaching classes or training.

**INTERNET**

Resident acknowledges that if a network is provided that the network is a shared network. The Provider, Landlord, or Manager does not edit, censor, review or take responsibility for any information Resident or Resident's guest may create, place on the Internet, or view. Resident may not use the shared network to engage in any criminal/illegal/unauthorized activity. Such violation constitutes a default by Resident under this Lease Agreement. Resident shall not attempt to degrade the performance of the network or hamper the ability of others to use the network. Your use of the internet is at your sole risk and Manager and we are not responsible for your equipment, programs, or software. Manager is not responsible for outages due to natural causes or third party damages. Manager is not responsible for slow internet or other Residents taking up significant bandwidth.

**GUESTS/DELIVERIES**

Resident must notify Manager of any expected guest(s), delivery service, maid service, etc. Oral permission requires a form of identification (e.g. picture ID). Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any person, including guest(s), family members, delivery service, or maid service without prior written permission of Resident. All guest(s) must be accompanied by the Resident at all times while on the Premises. Overnight guest(s) may not visit longer than three (3) consecutive days not to exceed three (3) times in one month, for a total of nine (9) days within a calendar month. If your guest has exceeded nine (9) days within a calendar month, you will receive a warning asking for your guest to be gone within a 24-hour period. If the situation is not remedied, you will be in violation of your Lease Agreement which could result in default of the Lease Agreement. If we accept packages for Resident it is only as a service and we are not responsible for your packages or deliveries. This includes perishables that may be discarded if package is leaking, begins to smell, or has sat longer than 72 hours. If packages or deliveries have not been picked up within thirty (30) days of delivery Landlord may return to sender.

**CONTROLLED ACCESS**

The Apartment Community may be equipped with an electronic gate or gates (the "Electronic Gates") at one or more of the driveway entrances and/or exits of the Apartment Community. If present, Landlord installed the Electronic Gates in an effort to limit the number of individual(s) accessing the Apartment Community. The Electronic Gates, during business hours, restrict access to the Apartment Community for vendors, suppliers, movers, domestic personnel, nannies, potential residents, customers and others whose presence at the Apartment Community is deemed a benefit both for residents and for Landlord.

Resident understands, acknowledges and agrees that the Landlord shall be entitled, in Landlord's sole discretion, to keep the Electronic Gates, or any of them, open in such a manner so as not to restrict any access to the Apartment Community during the hours of 5:00 a.m. through 7:00 p.m. every day of every year. Notwithstanding the foregoing, Landlord shall not be required to keep the Electronic Gates, or any of them, open during such hours nor shall Landlord be required to provide residents with any notice of when or for what duration that Electronic Gates, or any of them, shall be open. Resident further understands, agrees and acknowledges that Landlord may make such other policies as Landlord deems appropriate regarding the Electronic Gates including, but not limited to, the removal and/or disabling of the Electronic Gates, or any of them, with or without notice to residents.

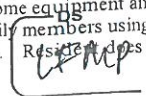
- A. Resident understands, acknowledges and agrees that the Electronic Gates have been installed by Landlord strictly as a means of limiting the accessibility of the Apartment Community to individual(s) and that the Electronic Gates are by no means an assurance, nor are they intended to be an assurance, of residents' and/or residents' guests' personal or property safety and resident acknowledges that neither Landlord nor Manager make any representation, warranty or assurance regarding residents' or residents' guests' personal or property safety.
- B. Resident agrees that the furnishing of the Electronic Gates does not constitute a guarantee of the effectiveness of the Electronic Gates or that the Electronic Gates will be operational or not otherwise subject to mechanical failure at any particular time. Resident further agrees that the furnishing of the Electronic Gates does not impose an obligation upon Landlord to continue to furnish the Electronic Gates in the future. Accordingly, Resident hereby releases and holds harmless Landlord and Manager, and their respective agents, officers, directors, employees, partners, representatives and those acting for or on their behalf from and against any and all expenses, costs, claims, rights and causes of action arising from or in any way related to the Electronic Gates, the use of the Electronic Gates, the operation of the Electronic Gates, Landlord's decision to leave the Electronic Gates open at any time, the maintenance of the Electronic Gates, the discontinuance of the use and/or operation of the Electronic Gates and any malfunction of the Electronic Gates, including, but not limited to, any **ACTIONS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES ARISING FROM LANDLORD'S AND/OR MANAGER'S NEGLIGENCE.**

**COMMON AREAS**

Use of Common Areas within the Apartment Community are reserved for Residents and shall be governed by the rules and regulations posted in the Common Areas and shall be at the risk of Resident. Resident must comply with all posted rules, signs and published rules and regulations for common areas and amenities, including occupancy limits, maintaining safe physical distancing and protective measures. Resident must self-screen and wash areas and disinfect their hands before utilizing any recreational facility and/or amenity or entering any enclosed Common Area. Resident agrees not to enter or use and recreational facility and/or amenity if they are ill, have a fever or are experiencing symptoms of illness. Swimming carries a risk of drowning, swim at your own risk. Resident acknowledges there is no lifeguard on duty. Use of some equipment and amenity areas carries a risk of injury and or illness. Resident should take due care for their safety, and those of guests and/or family members using these areas. Resident should be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use. Resident hereby indemnify Landlord and

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Manager, and hold Landlord and Manager harmless, against all actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees arising from personal injury sustained by Resident, Resident's guests and Resident's family in their use and enjoyment of the Common Areas or other provided recreational facilities and/or amenities.

Resident's use of the fitness center, Common Areas, and other recreational facilities and/or amenity areas of the Apartment Community is a privilege and license granted by Landlord, and not a contractual right except as otherwise provided for in the Lease Agreement. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease Agreement, these Rules and Regulations in effect at any given time, and such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of either the Lease Agreement or the Rules and Regulations shall control. Landlord reserves the right to set the days and hours of use for all recreational facilities and/or amenities and to change the character of or close any of the recreational facilities and/or amenities based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Landlord and Manager may make changes to the Rules and Regulations for use of any of the recreational facilities and/or amenities at any time.

Resident expressly agrees to assume all risks of every type, including but not limited to, risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the recreational facilities and/or amenities at the Apartment Community. Resident(s) agrees to hold Landlord harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Landlord and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT'S OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AGREEMENT, THIS ADDENDUM, AND RULES AND REGULATIONS, AND RESIDENT INTENDS TO AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Landlord" shall include the Manager, officers, partners, employees, agents, assigns, Landlords' subsidiaries and affiliates of Landlord.

RESIDENT UNDERSTANDS THAT LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE FITNESS CENTER AND/OR THE EQUIPMENT OR FACILITIES PROVIDED IN THE EXERCISE ROOM ARE FIT FOR ANY PARTICULAR PURPOSE. LANDLORD DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE FACILITIES AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO OR INJURY, ILLNESS, OR DEATH FROM COVID-19 AND/OR OTHER VIRUS STRAINS AND PANDEMIC DISEASES.

FIRE SAFETY/SAFETY

- DO NOT TOUCH, HANG ANYTHING FROM, OR OTHERWISE TAMPER WITH ANY FIRE PROTECTION OR SPRINKLER HEAD DEVICE. DOING SO COULD RESULT IN BREAKING THE DEVICE AND CAUSING TENS OF THOUSANDS OF DOLLARS IN DAMAGE TO THE APARTMENT COMMUNITY. IF IN OUR SOLE JUDGMENT YOU OR YOUR GUESTS' OR FAMILY MEMBERS' TAMPERING WITH A DEVICE CAUSES ANY INJURY, LOSS, OR PROPERTY DAMAGE, YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU, YOUR FAMILY OR YOUR GUESTS VIOLATION OF THIS RULE.
  - All grills (gas, charcoal, electric) and smokers are prohibited within the Apartment or on the balconies/patios and garage areas. You are responsible for any injury, loss, or property damage caused by violation of this rule. If your use of Apartment Community provided grills or grill areas results in any injury, loss or property damage YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
  - You may not cover stove burner drip pans with aluminum foil or any other type of liner or cover. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
  - You may not store or repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in the area of the Apartment Community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE THAT RESULTS FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
  - Space heaters and other similar appliances are prohibited. Appliances that use excessive amounts of electricity and/or create excessive heat are prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
  - The intentional sounding of any smoke alarm and/or carbon monoxide detector or any safety devices is prohibited unless the intentional sounding of the smoke alarm and/or carbon monoxide detector or any safety device is related to smoke, fire or emergency. Resident must not disconnect or intentionally damage a smoke detector and/or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Resident is responsible for maintaining the smoke detector and/or carbon monoxide detector and keeping it in working condition. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
- Immediately call 911 in the event of a fire or life-threatening emergency.
- Candles, incense sticks, or any other burning or smoking devices are not permitted within the Apartment. This includes hookahs, shishas, e-cigarettes, and all other smoking and/or vaping devices. Neither the Manager nor we will be responsible for any damage incurred from such situations. You agree to properly dispose of cigarettes within the Apartment Community; smoking is prohibited in clubhouse, office areas, stairwells, hallways, lobbies, amenities, and other Common Areas. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
  - Storage of any flammable, hazardous, or explosive materials strictly prohibited. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.
  - Fireworks or other combustibles are not permitted within the Apartment Community. YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR INJURY, LOSS OR PROPERTY DAMAGE FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.

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11. We do not provide first aid supplies or services, nor do we train our employees in CPR or first aid. We do not provide on-site emergency medical response.
12. Manager and we assume no liability or responsibility for loss or damage of a vehicle or its contents while parked or in operation on the Premises.
13. You agree that Manager and we have no duty to inform you of local or national emergency conditions. If we inform you of an emergency condition, you agree that Manager and we have **NO DUTY OF PROTECTION FOR YOU**. If we inform you of a civil order to evacuate or in our judgment an evacuation is required to protect life or property and you fail or refuse to evacuate you have sole liability for any injury, loss, damage or claim from such failure or refusal to evacuate.
14. Violations of these policies may result in charges and/or fees to repair damages caused by the violations from the Fire Marshall and from Manager. Multiple violations may result in multiple charges and/or fees.
15. Hoverboards and all other similar forms of motorized scooters or motorized personal transportation devices other than wheelchairs, mobility scooters or other assistive devices not otherwise permitted in your Lease Agreement are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**
16. Drones are recognized as potential fire hazards and are prohibited from being used and/or stored in the Apartment Community. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS, OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

**SECURITY**

Neither Manager, Landlord, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your occupants, family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither Manager, Landlord, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, surveillance cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the Apartment Community that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the Manager and advise them of the problem. You acknowledge that neither employee of either entity has any obligation to respond to calls relating to security. The employees of the Apartment Community, the Manager and the Owner are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither Manager, Landlord, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, surveillance cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present Apartment Community, there is no obligation on the part of Manager or Landlord to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the Apartment Community is equipped with any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

The repair and maintenance of any device, such as intrusion alarms, controlled access gates, surveillance cameras, controlled entry doors, or other mechanical device that may be present in your apartment or located on the Apartment Community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the Manager in writing about the problem. The Manager will then contact the appropriate party to effect repair or replacement.

You acknowledge and understand that neither Manager, Landlord, nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your Premises or located on the Apartment Community, such as an intrusion alarm, access gate system, surveillance cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

You hereby release, Manager, Landlord, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any action, claim, loss, damage, and expense, including, but not limited to, attorney's fees whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

**CONSTRUCTION OR RENOVATION**

In the event the Apartment Community is under construction or renovation, Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by Resident, occupants or their respective guests is strictly prohibited.

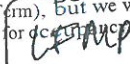
Resident acknowledges that the noise and the inconvenience of such construction at the Apartment Community may cause minor disturbances to the quiet and enjoyment of the Premises by the Resident. Resident further agrees that the amenities, including the clubhouse, pool, or other Common Areas, may be unavailable for use by Resident, Resident's occupants and guests during the period of construction.

The Resident hereby waives any right to withhold Rent due to inconvenience or disturbance of quiet enjoyment of Resident's Premises or the inability to use the amenities or Common Areas or put forward such noise or construction activity as a breach of Manager's duty pursuant to applicable state statutes.

There is no abatement of Rent (in other words, Rent is due from the original Starting Date of Lease Term), but we will provide lodging (with not more than one other person assigned to the room) at an area accommodation until your Premises are ready for occupancy. You will be solely responsible for

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any charges other than the cost of the room and related taxes, such as, but not limited to, telephone charges, television charges, and room services. You are responsible for any damage you cause to the lodging facility. If you are removed from the accommodation by the facilities owner, or if you are asked to leave the facility because of your failure to follow its policies, any obligations by us under these Rules and Regulations shall immediately terminate. Please remember you will owe Rent from the original Starting Date of Lease Term.

**PARKING (IF APPLICABLE)**

1. Vehicles in use in the Apartment Community may not exceed a speed of five (5) miles per hour.
2. If Landlord designates certain parking areas within the Apartment Community as Resident Only Parking or Guest Only Parking, Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner. Parking is not guaranteed.
3. Residents and/or guests cannot park in reserved covered or uncovered parking spaces unless assigned by Manager. Resident acknowledges that Resident and/or Resident's Guest who violate these designations are subject to being towed at the expense and sole risk of the vehicle Owner.
4. You cannot have more than one (1) vehicle in the Apartment Community at one time. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
5. If Landlord provides you with a vehicle identification decal or hang tag, it must be displayed as instructed by the Landlord in your vehicle at all times and must be current (if applicable). If decal is not visible, your car is subject to be towed, even if you pay for parking. You must turn in your vehicle identification decal when you move-out. Parking decal will not be accepted after keys have been turned in upon move out, items must be turned in at the same time to avoid replacement cost being charged by the Apartment Community. Landlord may require the time and date on which items must be returned. In the event that you should sell or replace your current vehicle, you will need to remove the decal and return it to the office before a replacement will be issued. If you do not turn in the old decal you will be charged for the replacement decal. It is the Resident's responsibility to pick up a new decal.
6. You cannot wash cars or other vehicles on the Apartment Community grounds, unless there is a designated car wash area. You cannot repair or perform other mechanical or maintenance work on a vehicle within the Apartment Community.
7. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Vehicles violating this provision are subject to towing at the expense of the Owner of the vehicle.
8. Landlord can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, scooters, trailers and recreational vehicles. Landlord can remove illegally parked vehicles or vehicles violating these regulations and have them towed away.
9. A vehicle is prohibited in the Apartment Community if it: has a flat tire or other condition rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a Resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or a non-designated parking spot, including but not limited to curbs, lawn, blocking storage facilities, in front of dumpster(s); or is parked in a space marked for or assigned to other Resident(s) or Bedroom(s).
10. Call the Manager to report a parking violation. The Manager may notify the towing company, which will, in accordance with the law, tow the vehicle at the expense of the Owner and/or operator of the vehicle, if any of the following situations exist:
  - a. The vehicle or motorcycle is parked in such a manner as to obstruct a fire lane.
  - b. The vehicle or motorcycle is obstructing an entrance, exit, space or aisle of the parking facility.
  - c. The vehicle or motorcycle is parked in a reserved parking space that is not assigned to the Owner or operator of the vehicle or motorcycle.
  - d. The vehicle or motorcycle is parked in an Apartment or Apartment building.
  - e. Any other violation of the foregoing rules and regulations exist.

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**OTHER RULES AND REGULATIONS/PROHIBITIONS**

1. **Neither you nor your guests may make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other Residents. Manager reserves the right at any time to charge, contact guarantors, or declare you in violation of the Lease Agreement due to excessive noise and disturbances. The Manager and/or its agents on duty are the sole judge of excessive volume levels, and reserve the right to enforce these rules.**
2. Neither you nor your guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other Residents.
3. Glass containers pose a serious risk of injury and are PROHIBITED anywhere on the Common Areas of the Apartment Community.
4. Any general noise disturbances, i.e. noise from pool music, parties, machinery, etc., should be reported to the Manager (during business hours) or the after hours phone number (after business hours). Instructions will be provided to contact the appropriate Manager personnel to handle the disturbance.
5. **NO GATHERING, UNLESS SPONSORED BY OWNER OR MANAGER, MAY EXCEED TEN (10) PERSONS.** Hosting, engaging in, or otherwise allowing a gathering that exceeds ten (10) persons may cause endangerment to Residents and their guests, and Manager may declare you in violation of this Lease Agreement. **YOU ACKNOWLEDGE THAT YOU ACCEPT FULL LIABILITY FOR SUCH INJURY, LOSS OR PROPERTY DAMAGE THAT RESULT FROM YOU OR YOUR GUEST'S VIOLATIONS OF THIS RULE.**

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- 6. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease Agreement or any rules or policies of the Apartment Community, or disturbing other Residents, neighbors, visitors or our representatives. Landlord may also exclude from any patio or Common Area a person who refuses to or cannot identify himself or herself as your guest.
- 7. Neither you nor your guests will be allowed to engage in the following prohibited activities: (i) loud or obnoxious conduct (ii) disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community, (iii) possessing, selling or manufacturing illegal drugs/controlled substances (including medical marijuana) or illegal drug paraphernalia (iv) engaging in or threatening violence or any criminal activity (v) possessing a weapon, (vi) discharging a firearm in the Apartment Community, (vii) displaying a firearm, BB gun, pellet gun, any other air powered weapon, knife or other weapon in the Apartment Community, (viii) canvassing or soliciting business or contributions, (ix) operating a business or child care service within the Premises or Apartment Community, (x) storing anything in Apartments having gas and/or electric appliances, (xi) tampering with utilities or utility systems, (xii) bringing or storing hazardous materials into the Apartment Community, (xiii) using candles or kerosene or gas lamps in the Premises or Apartment Community, (xiv) engaging in any form of harassment or sexual harassment of any other resident or member of management team. Manager reserves the right at any time to charge, contact guarantors, or declare you in default of your Lease Agreement for any of the above mentioned violations.

**MODIFICATION OF RULES AND REGULATIONS**

You and your guests will be required to comply with all of the requirements set forth in these Rules and Regulations. Landlord has the right to change these Rules and Regulations from time to time, as Landlord or the Manager deem necessary. Any changes to these Rules and Regulations will be effective and part of the Lease Agreement once they have been delivered to you or posted in a public area of the Apartment Community used for such purposes for thirty (30) days. You are responsible for your guest's compliance with all of these Rules and Regulations. Neither Landlord nor Manager will be responsible to you if we fail to cause compliance by any person with these Rules and Regulations.

**BY INITIALING THESE RULES AND REGULATIONS, YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AGREEMENT AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE AGREEMENT.**

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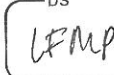
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**SAFETY GUIDELINES**

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. **MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY.** We recommend that you consider following these guidelines, in addition to other common sense safety practices.

**INSIDE YOUR APARTMENT**

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with them without opening the door. If the person identifies themselves as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector and/or carbon monoxide detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
  - Any needed repairs of locks, latches, doors, windows, smoke detectors and/or carbon monoxide detectors and alarm systems, if applicable; and
  - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

**OUTSIDE YOUR APARTMENT**

13. Lock your doors every time you leave your Apartment regardless how long you will be away.
14. Close and latch your windows while you're gone, particularly when you're on vacation.
15. Tell your roommate(s) where you're going and when you'll be back.
16. Don't walk alone at night.
17. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
18. Don't give entry codes or electronic gate cards to anyone. Do not prop or hold open Apartment Community doors for anyone.
19. Use lamp timers when you go out in the evening or go away on vacation.
20. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
21. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

**YOUR VEHICLE**

22. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
23. Whenever possible, don't leave items in your car, such as change/money, wrapped packages, book bags, or purses in view.
24. Don't leave your keys in the car.
25. Carry your key ring in your hand while walking to your car — whether it is daylight or dark — whether you are at home, school, work, or on vacation.
26. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
27. Check the backseat before getting into your car.
28. Don't stop at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

**PERSONAL AWARENESS**

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. **LANDLORD AND MANAGER DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES OF SECURITY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.**

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### PARKING RULES

Starting Date of Parking Term: 6/14/2023  
Ending Date of Parking Term: 7/31/2023

You have selected the following parking option, which is a binding contract for parking for the full term of the Lease Agreement:

300 Stanton Covered Parking:	\$0.00 (due and payable in addition to Rent, as outlined per the Installment Schedule)
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The following parking rules are in addition to the Rules and Regulations outlined in the Lease Agreement, and you agree to abide by them:

- When you move into the Premises, we will issue you a parking permit, which must be placed in your vehicle as outlined in the Resident Handbook. If the parking permit is lost or needs to be replaced, you agree to pay a replacement fee as outlined in the Resident Handbook.
- You agree to pay the parking fee(s) listed above for the term of the Lease Agreement. This parking agreement is for your use of one parking space in the Apartment Community.
- You agree to pay for parking for the entire Lease Term. If at any time you would like to be released from your parking obligations, you must relet your parking space to another resident that lives at the Apartment Community.
- Parking spaces may only be used for vehicle parking. Any other items, including but not limited to trailers, tires, gas cans, vehicle parts and roof racks may not be stored in any parking space or parking area.
- Vehicles may only be parked in designated parking spaces. Vehicles may not be parked in a fire zone, next to a dumpster, by the curb, in any reserved parking space not assigned to the Resident, or any place other than designated parking spaces. If your vehicle is towed it will be at the vehicle owner/operator's expense.
- Conducting vehicle repairs and maintenance is not permitted at the Apartment Community.
- Landlord reserves the right to tow any vehicle, without notice, that does not have a parking permit, that is not parked properly in a designated parking space, for which Rent has not been paid under the Lease Agreement and/or that is in violation of these rules or other applicable regulations. **The owner of the vehicle will be responsible for all costs and expenses of towing and storing the vehicle.**
- You are responsible for notifying your guests of all parking rules.**
- You are responsible for notifying Landlord of any vehicle changes throughout or before the Lease Term.

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE PARKING RULES AND AGREE TO BE BOUND BY THEM.**

DocuSigned by:



Signature ID: 00054293FA7448...

Luis Fernando Molina Puentes

Printed Name

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### Concession Addendum

In this document, the terms "you" and "your" refer to the resident signing below; the terms "we," "us," and "our" refer to the owner or owner's representative named in the Lease Agreement (not to the Community Manager or anyone else).

1. **ADDENDUM:** THIS CONCESSION ADDENDUM is incorporated into that certain LEASE AGREEMENT dated June 14, 2023 between Luis Fernando Molina Puentes (RESIDENT) and Campus Investors IS, LLC (LANDLORD) relating to leased premises of the apartment community, Campustown located at 200 Stanton Ave. Ames, Iowa 50014. If the Lease and the Concession Addendum are not consistent, this Lease Addendum controls.

2. **CONCESSION:** Subject to Owner's right to cancel or modify the program at any time, Owner is offering certain rental concession(s) as described below. You understand and acknowledge that the Concession is offered only on the terms and conditions contained in this Addendum.

3. **OBLIGATION TO REPAY CONCESSION:** You understand that if any of the following occur, you are obligated to repay the Concession to the full extent it has been applied. You understand that repayment of the Concession pursuant to this addendum is a financial obligation under the Lease, as allowed by law, to which Owner may apply your security deposit (if any) or any other sums paid by you to Owner. You will repay the Concession if: a) you fail to move into the premises; b) you vacate the Premises prior to the expiration of the Lease term; c) you fail to pay rent or any other sum due under the Lease; d) the Lease is assigned to a new resident; e) you are in default of any of your obligations under the Lease.

4. **ASSIGNMENT TO NEW RESIDENT:** If you do not move into the Premises and Owner consents to the assignment of the Lease to a new resident, replacement resident will not be eligible for concessions previously offered.

**CONCESSION DESCRIPTION:**

300 Stanton Covered Parking has been reduced to \$0 for all rental installments.

Resident:

DocuSigned by:

  
Signature

F06054293FA7448...

6/13/2023

Date

Landlord:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OPERADO CON RECURSO**

Propio \_\_\_\_\_ \$ \_\_\_\_\_

Federal Ordinario \_\_\_\_\_ \$ \_\_\_\_\_

Estatal \_\_\_\_\_ \$ \_\_\_\_\_

PRODEP \_\_\_\_\_ \$ \_\_\_\_\_

PFCE \_\_\_\_\_ \$ \_\_\_\_\_

AÑO 20 23



Reporte R5503PL  
Versión ITSON0001  
Usuario MPAREDES

INSTITUTO TECNOLÓGICO DE SONORA

Fecha 17/01/2023  
Hora 12:13:27  
Página 1

Detalle de Pólizas de Pago

Nº de batch 1874873 / M Fecha de Batch 27/12/2023

Nº Doc. Pago 99500539 / PN ID de Pago 432586 Fecha de Pago 27/12/2023

Beneficiario 98171963 Molina Puentes,Luis Fernando

Cuenta Bancaria D01422050300.11121.00301004 BBVA 0165531845

PÓLIZAS DE RECIBO (DEVENGADO)

Cía	Documento	Fecha	Cuenta Contable	Importe	Batch	Observaciones	Nº de Orden
00090	2438/ O1	27/12/2023	AFO422050300.21121.00101001 Proveedor Devengado MN	6,000.00-	MXP 1874871/ O	Viáticos en Extranjero	1605 / OS
00090	2438/ O1	27/12/2023	AFD330040701.51371.37601001 Viáticos en Extranjero	6,000.00	MXP 1874871/ O	Viáticos en Extranjero	1605 / OS
00090	2438/ AE	27/12/2023	AFD330040701.82471.37601001 Viáticos en Extranjero	6,000.00-	MXP 1874871/ O	Viáticos en Extranjero	/
00090	2438/ AE	27/12/2023	AFD330040701.82571.37601001 Viáticos en Extranjero	6,000.00	MXP 1874871/ O	Viáticos en Extranjero	/

PÓLIZAS DE CXP (EJERCIDO)

Cía	Documento	Fecha	Cuenta Contable	Importe	Batch	Observaciones	Nº de Orden
00090	722/ PH	27/12/2023	AFO422050300.21121.00101001 Proveedor Devengado MN	6,000.00	MXP 1874872 / V	Viáticos en Extranjero	1605 / OS
00090	722/ AE	27/12/2023	AFO422050300.21121.00101003 Proveedor Ejercido M.N.	6,000.00-	MXP 1874872 / V		1605 / OS
00090	722/ AE	27/12/2023	AFD330040701.82571.37601001 Viáticos en Extranjero	6,000.00-	MXP 1874872 / G	Viáticos en Extranjero	/
00090	722/ AE	27/12/2023	AFD330040701.82671.37601001 Viáticos en Extranjero	6,000.00	MXP 1874872 / G	Viáticos en Extranjero	/

PÓLIZAS DE PAGO (PAGADO)

Cía	Documento	Fecha	Cuenta Contable	Importe	Batch	Observaciones
00090	99500539/ PN	27/12/2023	D01422050300.11121.00301004 BBVA 0165531845		MXP 1874873 / M	
00090	99500539/ AE	27/12/2023	AFO422050300.11311.00101001 Anticipo Prov Nacional	6,000.00-	MXP 1874873 / M	
00090	99500539/ AE	27/12/2023	AFO422050300.21121.00101003 Proveedor Ejercido M.N.	6,000.00	MXP 1874873 / M	
00090	99500539/ AE	27/12/2023	AFD330040701.82671.37601001 Viáticos en Extranjero	6,000.00-	MXP 1874873 / G	
00090	99500539/ AE	27/12/2023	AFD330040701.82771.37601001 Viáticos en Extranjero	6,000.00	MXP 1874873 / G	