

# RESIDENT CONTRACT

**BASIC TERMS:**

**Date:** \_\_\_\_\_

**Apartment Community:** Apartment Community located at 733 W. Linden St., Riverside CA 92521. The name Apartment Community may be changed during the term of the resident contract at the Landlord’s sole discretion. (“Apartment Community”)

**Resident:** \_\_\_\_\_ (“you,” “your,” or “Resident”)

**Landlord (Owner):** CHF – Riverside II, L.L.C. \_\_\_\_\_ (“us”, “we,” “our,” “Landlord”, or “Owner”)

**Landlord’s Address:** 733 W. Linden St, Riverside CA\_92521 which is **Landlord’s** usual street address at which personal service may be effected.

**Manager:** ACC SC Management (California), LP

**Premises:** A  shared  private Bedroom (“Bedroom”) accommodation in a \_\_\_\_\_ Bedroom, \_\_\_\_\_ 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 Contract Term. You and your Guarantor agree that this unit selection process adequately identifies the Premises in order to enter into this Resident Contract.

**Unit Type:** \_\_\_\_\_

**Contract Term:** Starting Date of Lease Term: \_\_\_\_\_ Ending Date of Contract Term \_\_\_\_\_

**Rent:** Base Rent: Your total Base Rent for the Contract Term is \$ \_\_\_\_\_

**Deposits and Fees:** In addition to paying Base Rent, you agree to pay us the following Deposits and Fees:

Security Deposit:	\$0.00 (see Paragraph 5 below)
Parking Fee:	\$0.00 (due and payable at the same time each installment of Base Rent is due and payable)

Base Rent, and any additional fees, charges and/or liquidated damages and applicable sales taxes payable by you under this Resident Contract are together referred to as “Rent”. Base Rent plus the additional fees, charges and/or modifications by addenda for the Contract Term is \$ \_\_\_\_\_ and is payable in \_\_\_\_\_ installments, without offset or deduction, and you agree to pay such Rent as follows:

INSTALLMENT AMOUNT:	DUE DATE:	INSTALLMENT AMOUNT:	DUE DATE:
\$0.00	08/01/2021	\$0.00	02/01/2022
\$0.00	09/01/2021	\$0.00	03/01/2022
\$0.00	10/01/2021	\$0.00	04/01/2022
\$0.00	11/01/2021	\$0.00	05/01/2022
\$0.00	12/01/2021	\$0.00	06/01/2022
\$0.00	01/01/2022	\$0.00	07/01/2022

Rates/installments do not represent a monthly rental amount, and are not prorated, but rather represent the total Rent due for the Contract 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 Resident Contract invalid but shall be a default of this Resident Contract (unless a Guaranty Agreement is not required pursuant to the Qualification Guidelines of this Resident Contract). No Resident shall occupy the Premises without satisfying the guaranty requirements of the Qualification Guidelines of this Resident Contract. The fact that you have not provided an executed Guaranty Agreement does not release you from your liability under this Resident Contract and all Rent and other obligations.

**Addendums attached to this Resident Contract:**

- Apartment Community Rules and Regulations
- Parking Rules (if applicable)
- Safety Guidelines

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

**AGREEMENT:**

**RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS RESIDENT CONTRACT AND THAT THEY ACKNOWLEDGE THAT THIS RESIDENT CONTRACT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS RESIDENT CONTRACT. 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 RESIDENT CONTRACT IS VALID AND BINDING AS A RENEWAL OF BOTH THIS RESIDENT CONTRACT AND THE GUARANTY.**

**LANDLORD:**

**RESIDENT:**

CHF – RIVERSIDE II, L.L.C.

ACC SC MANAGEMENT (CALIFORNIA), LP

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

\_\_\_\_\_

Manager

Signature

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

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## ADDITIONAL TERMS AND PROVISIONS:

### 1. PREMISES.

#### a. **Description.** The "Premises" is defined as including each of the following:

- i. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
- ii. Together with the other Residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Resident Contract, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all Residents have general access);
- iii. Your sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of your furniture within your Bedroom; and your shared use of all appliances and furniture within the Common Areas of the Apartment; and
- iv. Your shared use of the mail box assigned to you by Manager. If the postmaster serving the Apartment Community has instituted or begins instituting during the contract "single drop delivery", Landlord will place Resident's mail in the mailbox, but assumes no liability for mis-delivery, delays in delivery and/or failure of delivery, and Resident waives any and all claims or damages against Landlord for any mis-delivery of Resident's mail. Residents authorize Landlord to receive packages on their behalf. Landlord does not assume responsibility for lost or damaged packages and Landlord reserves the right to return unclaimed packages.

However, within 3 days after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in another Building within the Apartment Community. At Resident's request, provided conditions allow, and subject to an appropriate agreement between Resident and Landlord shall, Landlord may assist Resident in moving Resident's personal property to another Building within the Apartment Community in the event of such relocation

In the event we approve your request to relocate to another Bedroom or Apartment within the Apartment Community during the specified Contract Term or at the end of your contract term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee.

#### b. **Occupants.** Maximum occupancy is established at one (1) person per Bedroom for all persons not of a familial status. Familial occupancy is not to exceed two (2) persons per Bedroom. The Premises will be used only as a private residence and for no other purpose. While you cannot lease any part of your Premises to another person, you may be able to transfer your rights under this Resident Contract to another person if we give our written consent, which consent may not be unreasonably withheld. Even if we agree to the transfer, you will still be liable for all of the Rent and other obligations under this Resident Contract unless we specifically agree in writing to release you. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

If the Apartment consists of more than one Bedroom, we have the right, when any Bedroom within the Apartment is unoccupied, to place a new Resident in the unoccupied Bedroom unless you and all other Residents in the Apartment agree to pay us, as part of your respective Rent, the rent due and other charges due for such unoccupied Bedroom. You are not allowed to use any vacant room in your Apartment for any purpose whatsoever unless you are paying Rent for the room. If we discover that you are using a room in your Apartment that should be vacant, we have the right to charge an amount equal to thirty (30) days' Rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the Residents of the Apartment claim responsibility, then the charges will be divided evenly among the Residents of the Apartment. Multiple violations will result in multiple charges both for unauthorized use of the room and for refurbishment of the room.

**The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate this Resident Contract.**

#### c. **Condition on Starting Date.** A Unit Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances and furniture in the Apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages thereto. Except for what you tell us in writing on the Unit Condition Form on the day on which you move in, **you accept the Premises and the fixtures, appliances and furniture in the Apartment in their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR THE FIXTURES, APPLIANCES OR FURNITURE IN THE APARTMENT.**

#### d. **Maintenance, Alterations and Repairs.**

- i. You are responsible for and will take good care of the Premises, including any furniture located on the Premises and in the Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, plumbing, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. Resident shall be responsible for the cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism. We can require you to prepay or, if we elect, you agree to repay us, within ten (10) days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Resident Contract or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other Residents of the Apartment if we cannot determine who is responsible). If you prepay, any overpayment will be applied against any amount that

you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. You agree to leave the Premises at the end of the Resident Contract in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Resident Contract, negligence, carelessness, accident or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Resident Contract and any Renewal of this Resident Contract.

- ii. You must not disconnect or intentionally damage a smoke detector/sprinkler head device and/or carbon monoxide detector or remove the battery without immediately replacing it with a working battery. You are responsible for maintaining the smoke detector and/or carbon monoxide detector and keeping it in working condition. You will be held responsible if you engage the sprinkler head within the Common Areas or your Apartment. You may not hang any objects from the sprinkler head device. Water damage caused by the sprinkler head will be billed back to the Resident and or guarantor for all personal and Apartment property.
- iii. Emergency Repair Notification: Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will with reasonable diligence complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless otherwise allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.

Non-Emergency Repair Notification: You must notify us promptly in writing 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). 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 written 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 and/or interrupt utilities to 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 Manager.** We urge you to obtain your own insurance for losses due to such causes.

**e. Mold Provisions and Pest Control.**

- i. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

Please note: It is Manager's goal to maintain a quality living environment for its Residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why the following contains important information for you, and responsibilities for both Manager and Resident.

- ii. In order to minimize the potential for mold growth in your dwelling, Resident must do the following:
  - a) Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
  - b) Promptly notify Manager in writing about any air conditioning or heating system problems you discover. Follow Apartment Community rules, if any, regarding replacement of air filters. Also, it is recommended that Resident periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below fifty (50) percent) to help humid areas of Resident's dwelling dry out.
  - c) Promptly notify Manager in writing about any signs of water leaks, water infiltration or mold. Manager will respond in accordance with state law and this Resident Contract to repair or remedy the situation, as necessary.

- iii. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
- a) rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - b) overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - c) leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - d) washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - e) leaks from clothes drying discharge vents (which can put lots of moisture into the air);
  - f) and insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- iv. If small areas of mold have already occurred on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within twenty-four (24) hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning, and preparing the surface.

Always clean and apply a biocide to an area five (5) or six (6) times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, immediately notify Manager in writing.

- v. Complying with these provisions will help prevent mold growth in your dwelling, and both Resident and Manager will be able to respond correctly if problems develop that could lead to mold growth.

If Resident fails to comply with the foregoing provisions, Resident can be held responsible for property damage to the dwelling and any health problems that may result. Manager cannot fix problems in your dwelling unless it knows about them.

- vi. Resident understands that bedbugs are an ongoing problem in rental housing and that Resident plays an important role in ensuring that bedbugs do not infest the Premises. Resident affirms that he/she has inspected the Premises at move-in and confirms that there are no/were no bedbugs present in the Premises at the time of Resident's move-in. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. Resident shall immediately notify Manager in writing of the presence of bedbugs and any other pests.
- a) Resident agrees to keep the Premises in clean and sanitary condition at all times.
  - b) Resident promises that any and all personal property (furniture, clothing, mattress, bedding, etc.) that Resident brings into the Premises have been inspected for bedbugs and do not contain any bedbugs. If Resident detects that any personal property of Resident may have bedbugs, Resident promises not to bring said property onto the Premises. Resident agrees to do his/her part to ensure bedbugs do not enter the Premises after he/she moves in, including, but not limited to: continuing to check any personal property that is brought onto the Premises for bedbugs; checking all luggage, clothing and other personal belongings for bedbugs if Resident stays in a hotel or visits another home; uses public transportation; or utilizes other public areas that may carry bedbugs.
  - c) Resident agrees to report any sighting or signs of bedbugs immediately in writing to Manager. Since bedbugs multiply fast and can become an infestation affecting not only the Resident, but other individuals/units in the rental property, Resident understands that it is of utmost importance to report of any Bedbug sightings or signs immediately
  - d) Resident agrees to comply with civil code section 1954.604 and to cooperate with Manager with timely access to the Resident's dwelling to inspect, plan, and eradicate pests and Resident agrees to complete all tasks recommended by a qualified expert.
  - e) Resident agrees to immediately notify Manager in writing of any signs of re-infestation or indications that treatment has been ineffective.
  - f) Resident agrees that Resident may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by Landlord.
  - g) Resident agrees that neither we nor Manager are liable to you or your guests for personal injury, damage, or

loss of personal property related to pest infestation, unless caused by our or Manager's willful misconduct or negligence. Resident agrees to hold Landlord and its agents harmless from any claims, losses, damages and expenses caused by bedbugs, including Resident's failure to reasonably take said precautions to control bedbugs and/or Resident's negligent actions regarding Bedbug control. Resident agrees to obtain personal property/renters insurance to protect him/her against any loss relating to bedbugs and/or Bedbug infestation.

#### **Information about Bed Bugs**

**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.

**Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

**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:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- 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 may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Manager Association: <https://www.epa.gov/bedbugs>, and <http://www.nmpapestworld.org/>

**f. Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including but not limited to the windows, bathrooms, patios, balconies, kitchen appliances and furniture in the Common Areas, must be clean and in good repair and condition. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair or replacement. In the event of damage above and beyond ordinary wear and tear, the cost to repair or replace vinyl flooring will be prorated based on the useful life of sixty (60) months and painting costs will be prorated based on a useful life of twenty-four (24) months. We recommend that you schedule a walk-through with Manager or a member of Manager's staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as allowed by law and charge you for the costs incurred to keep, sell or dispose of such property without our being liable to you.

**g. Flood Disclosure.** Resident may obtain information about hazards, including flood hazards that may affect the Unit and Premises from the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>.  
 (If checked) If indicated, the Unit and Premises is located in a special flood hazard area or an area of potential flooding.

Landlord is not required to provide additional information concerning the flood hazards to the Premises and the information provided here is deemed adequate to inform Resident.

**2. CONTRACT TERM.** This Resident Contract starts on the Starting Date, and ends at noon on the Ending Date (the fact that you are no longer a student does not reduce your financial obligations under this Resident Contract for the remainder of the Contract Term), but you may not occupy your Premises until this Resident Contract and other required documents have been fully signed by all parties.

**If you intend to leave the Premises 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 Resident Contract 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 Resident Contract. If you have not or do not intend to move in to your Apartment on or after the starting date of your Resident Contract you are still obligated to all terms and financial obligations under this Resident Contract. A buy-out clause or cancellation fee is not applicable. You may be able to release your rights under this Resident Contract for the same terms and conditions to another person ("Replacement Resident") provided the Manager gives written consent, but our consent is at our sole discretion. Your obligations will be terminated under this Resident Contract once the Replacement Resident has completed all necessary paperwork, all fees are submitted to Manager, and Manager approves and executes the Resident Contract for the Replacement Resident. Should your request to transfer your rights under this Resident Contract be approved, you also have to pay us a reletting charge equal to \$250.00, 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 later relet the Premises, you must move out of the Premises a minimum

of five (5) business days prior to the Replacement Resident's Resident Contract 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 Resident Contract.

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 holdover Rent in the amount of prorated daily rent per day for the extra time that you stay in the Premises (such sum is payable daily in advance), plus all of our damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover.

3. **ELIGIBILITY.** Resident and Guarantor recognize the premises is designated **for enrolled full-time undergraduate and graduate students of the University of California, Riverside and that proof of enrollment must be provided by Resident to Landlord once per academic term.** Resident's student ID number must be provided in order to verify enrollment status unless an exception is requested by Resident and approved by Landlord, in which case an alternate method of verifying enrollment must be provided by Resident. Failure to maintain full-time enrollment status and/or provide proof of enrollment once per academic term shall be considered default of the Resident Contract and Resident will be required to vacate upon written notification. Resident and Guarantor recognize that there shall be no guarantee of additional residency beyond the Ending Date of the Contract Term as outlined on page 1 of this agreement. In order for spouses and/or domestic partners to occupy the Premises, both parties must be enrolled as full-time undergraduate or graduate students for the University of California, Riverside, and each shall provide proof of enrollment once per academic term. Married Residents must provide a certified marriage certificate. Residents in a domestic partnership must provide a State of California Certificate of Domestic Partnership, evidence of domestic partnership or civil union formed in another jurisdiction, or a notarized affidavit of Domestic Partnership that lists and meets the following criteria: a) each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; b) neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; c) each individual is 18 years of age or older and capable of consenting to the relationship; d) the individuals share a common residence; e) the individuals are financially interdependent. Married Residents and Residents in a domestic partnership may not occupy a shared unit with other Residents. Resident is solely responsible for immediately notifying the Apartment Community Leasing Office in writing of any of the above changes in status.
  
4. **RENT AND ADDITIONAL CHARGES.** You will pay us the Rent (Base Rent, and any other fees or charges which are payable by you at the same time installments of Base Rent are payable) on or before the date on which it is due and without us having to make demand for payment. Rent is payable by check, money order or cashier's check. All checks should be made payable to Owner. The Rent is payable to Owner at the Manager's Address, 733 W. Linden St., Riverside, CA 92521 (or at such other place as we may notify you in writing). Manager's telephone number is (951) 542-3030. Manager's usual business hours are as follows: 8:00 a.m. – 5:00 p.m., Monday - Friday. **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.** At our option, we can require that Rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. 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 in either certified or cashier's check or money order. **Cash will not be accepted. Post-dated checks will not be accepted and will be returned to Resident.**
  - a. Resident acknowledges that either late payment of rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Resident is not received on or prior to the fifteenth (15th) day of the month, Resident shall pay to Landlord the additional sum of \$30.00. If a check is returned or dishonored for any reason, Resident shall pay to Landlord the additional sum of \$30.00 due as a late charge as well as \$25.00 as a NSF fee for the returned check, either or both of which shall be deemed additional Rent. Landlord and Resident agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Resident's late payment or attempted payment with a dishonored/NSF check. Landlord's right to collect a late fee shall not be deemed an extension of the due date of Rent.
  - 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 checks or money orders and regardless of when or how the obligation came about.
  - c. While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that the Manager may accept a partial payment does not imply that the Manager accepts the account as being current. In the event that your Rent is not paid in full, Manager will charge you (and you agree to pay) late fees on any outstanding balance. In addition, Landlord's acceptance of any check 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 incurred as a result of a violation of the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Resident Contract. 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.
  - e. Resident's rental payments do not include payment for parking. Parking is an accommodation granted to residents which can be revoked at any time upon notice and without compensation. Parking rights granted to residents have no cash value and under no circumstances shall Landlord's revocation of any parking rights entitle Resident to compensation or any reduction in rent.
  
5. **SECURITY DEPOSIT.** As a condition to the effectiveness of this Resident Contract, you must deposit with the Manager the Security Deposit (this may have been paid at the time you completed your application for this Resident Contract) as partial security for all of your obligations under this Resident Contract. **The Security Deposit will not be our limit of damages if you violate this Resident Contract, and you may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, 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 its full amount. You cannot use the Security Deposit to offset or pay in advance any Rent or any other charges under this Resident Contract, but we can use, if we want to, all or any part of the Security Deposit for any of your unpaid obligations. You agree that we have twenty-one (21) days from the ending date of the Resident Contract 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 that return, we will provide to you a description and itemized listing of deductions that we have made from the Security Deposit. 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.

6. **UTILITIES.** We agree to furnish electricity, water, sewer, gas, trash removal from designated collection points, and Internet service for the Apartment. We are not responsible for any discomfort, inconvenience or damage of any kind caused by interruption or failure of these services. We are not responsible/liable for your use of the Internet. All utilities may be used only for normal household purposes and must not be wasted, and, within one business day after you move in, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Contract Term. High speed internet is provided free of charge for use by the residents. However, we are not responsible for any damages caused due to any failure of this service whatsoever. We are not obligated in any way to issue compensation of any kind to residents in the event that the system fails. We reserve the right to make any changes in the operating system or service provider at our sole discretion. In the event we elect to change service providers, we will notify you of their contact information and the above-stated will still apply. Any additional services ordered by you will be at your expense.

7. **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, arising from, or associated with the criminal conduct of you or 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. **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 CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OWNED OR OPERATED VEHICLE, 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. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS 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.**

**YOU HEREBY INDEMNIFY LANDLORD AND MANAGER AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS RESIDENT CONTRACT.**

**If Resident files suit against us and a judgment is found in our favor, the Resident will pay all legal fees we incurred in defense of the suit.**

8. **DEFAULT AND REMEDIES.** You are in default/violation of this Resident Contract if:
- a. You fail to pay Rent or any other amount owed under this Resident Contract as and when required by this Resident Contract;
  - b. You or your guest(s) violates this Resident Contract, the Rules and Regulations or other Addendum to this Resident Contract, any Apartment or amenity rules, or fire, health or criminal laws, regulations, and codes, regardless of whether arrest or conviction occurs;
  - c. 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;
  - d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for fifteen (15) consecutive days while unpaid Rent is due and payable);
  - e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the Resident Contract was tampered with or modified in any way without consent of Landlord;
  - f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law;
  - g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
  - h. You create a nuisance or disturbance within the Apartment or the Apartment Community;

- i. You fail to pay any fee or charge after it is levied in accordance with this Resident Contract or the Rules and Regulations; or
- j. You engage in any actual violent conduct or threat of violence, whether verbally, in writing or via electronic communication, toward any roommate, Resident, Landlord's employees or agents or the general public.

If you are in violation of this Resident Contract, 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 by the Rules and Regulations and/or outlines in the Resident Handbook;

- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Resident Contract;
- c. Terminate your right to occupy the Premises, institute an action for eviction, without terminating the Resident Contract or your monetary obligations for the Premises by giving you written notice providing seventy-two (72) hours for you to vacate the Premises;
- d. Bring a legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Resident Contract or until a Replacement Resident has completed all necessary paperwork, submitted all fees to Manager, and Manager approves and executes the Resident Contract. The damages we may recover include the worth at the time of award of the amount by which the unpaid Rent for the balance of the Contract Term after the time of award, or for any shorter period of time specified in this Resident Contract, exceeds the amount of such rental loss for the same period that Resident proves could be reasonably avoided;
- e. Terminate the Resident Contract 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;
- f. Landlord has the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Resident Contract in effect after Resident's breach or abandonment and recover rent as it becomes due, if Resident has the right to sublet or assign, subject only to reasonable limitations) and/or
- g. Report all violations to credit reporting agencies.

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. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action against you because of your violation of this Resident Contract, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

Any notice provided to Resident under this Section 7 shall be in lieu of, and not in addition to, any notice required under Section 1161, et seq., of the California Code of Civil Procedure.

**9. LANDLORD'S RIGHT TO ENTER.** Resident shall make the Premises available to Landlord or its representatives for the purpose of entering to make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services, or to show the Premises to prospective or actual purchasers, residents, mortgages, lenders, appraisers, or contractors. Landlord and Resident agree that twenty-four (24) hours written notice shall be reasonable and sufficient notice. In the event of an emergency, or when Resident has abandoned or surrendered the Premises, Landlord or its representatives may enter the Premises at any time without prior notice.

**10. 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 Resident Contract 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 Resident Contract, 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.

**11. RELOCATION OF RESIDENT.** Landlord specifically reserves the right to relocate Resident to another room in the Apartment Community or, if possible, to a room in an on-campus housing facility owned, operated or managed by or on behalf of the University ("University On-Campus Housing"). Landlord shall assist Resident in moving Resident's personal property in the event of such relocation. In the event that the room at the Apartment Community assigned to the Resident is not ready for occupancy at the commencement of the Contract Term, as determined solely by Landlord, then Landlord reserves the right to assign the Resident, if possible, to a room in University On-Campus Housing or in a nearby off-campus accommodation.

In addition to the foregoing, Resident acknowledges and understands that the Apartment Community is currently under construction. While Landlord anticipates that construction of the Apartment Community will be completed prior to the commencement of the Term, it is possible that bad weather or other unexpected delays in construction could delay the completion of the Apartment Community. In the event that apartments are not completed and ready for occupancy prior to the commencement of the Term, Resident agrees that the Landlord may provide you with substitute living quarters (the "Temporary Accommodation") in on-campus housing or another off-campus facility, such as a hotel or motel, (based on availability) until such time as the Resident's Apartment is completed and ready for occupancy. In the event that Landlord provides Resident with a Temporary Accommodation, then at all times while Landlord is providing the Temporary Accommodation, (a) Landlord will provide Resident with reasonable transportation to and from the campus of the University if the Temporary Accommodation is more than 1.25 miles from such campus, (b) the "Premises" under this Resident Contract will be the Temporary Accommodation, (c) Resident will continue to pay Rent and all other payments required to be paid by Resident under this Resident Contract and (d) all other applicable provisions of



this Resident Contract will continue to apply. At such time as Resident's Apartment is completed and ready for occupancy, Landlord will, at its cost, move your personal property within the Temporary Accommodation to your Apartment.

12. **SUBORDINATION.** The lien of any lender(s) of loans secured by the Apartment Community will be superior to your rights as a Resident under this Resident Contract. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Resident Contract or it may elect to continue this Resident Contract. If at any time during the Contract Term, any purchaser subsequent to the Owner, shall become the owner of the Apartment Community, Resident agrees, at the election and upon demand of any subsequent owner, to attorn, from time to time, to any such subsequent owner, to execute, acknowledge and deliver, without charge, from time to time, instruments acknowledging such attornment. Upon such attornment, the Resident Contract shall continue in full force and effect as, or as if it were, a direct contract between the subsequent owner and Resident, except that the subsequent owner shall not (A) have any liability for any previous act or omission of the Owner under the Resident Contract, (B) be bound by any previous modification of the Resident Contract, or (C) have any liability for refusal or failure or perform or complete landlord's work or otherwise prepare the Premises for occupancy in accordance with provisions of the Resident Contract. Your rights under this Resident Contract are therefore subject to the rights of the lender(s) of loans secured by the Apartment Community.
13. **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 Student Conduct Policies (currently found at <http://housing.ucr.edu/assets/docs/pdf/studentconductpolicies-final.pdf>), Student Standards of Conduct (currently found at <https://conduct.ucr.edu/policies/standards-of-conduct>), and the Rules and Regulations. These rules, regulations, and policies are considered to be a part of this Resident Contract 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 and by written notice to you. Evictions based on violations of UCR Student Conduct Code shall be subject to the UCR adjudication process.
14. **SALE OF APARTMENT COMMUNITY.** Any sale of the Apartment Community shall not affect this Resident Contract or any of your obligations, but upon such sale we will be released from all of our obligations under this Resident Contract 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 Resident Contract 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.
15. **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. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.
16. **LIABILITY OF RESIDENTS.** Each Resident of an Apartment is jointly and severally liable with the other Residents of the Apartment for all Resident Contract obligations relating to Common Areas; however only you are liable for the Resident Contract obligations relating to your Bedroom and the payment of your Rent and other payment obligations under this Resident Contract. 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 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.
17. **LIABILITY OF LANDLORD.** If we violate this Resident Contract, before you bring any action against us for such violation, you must first give us written notice of the nature of our violation and allow us thirty (30) days to cure it.
18. **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 RESIDENT CONTRACT. 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.**
19. **GENERAL.** With regard to all provisions of this Resident Contract, time is of the essence (this means that timing is very important in the performance of all matters under this Resident Contract, and all deadlines will be strictly enforced). Your execution of this Resident Contract confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Resident Contract is the entire agreement between the parties. We make no representations or warranties that all Residents of the Apartment Community will be students. Our representatives (including Manager and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Resident Contract or any part of it and no authority to make promises, representations or agreements which impose duties of other obligations on us. All Resident Contract obligations are to be performed in the county where the Apartment Community is located. Unless this Resident Contract 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 the Resident Contract will not invalidate this Resident Contract. If any part of this Resident Contract is not valid or enforceable, it shall not render the remainder of this Resident Contract invalid or unenforceable.
20. **MANAGER/NOTICES.** Manager is the Manager of the Apartment Community, but Manager is not responsible or liable for the Landlord's obligations under this Resident Contract. Any notices you need to send to us under this Resident Contract (other than service of process on us, which is to be delivered to Landlord's Address) are to be

delivered to Manager at Manager's Address. The Manager is not authorized to accept service of process on behalf of Landlord. Unless this Resident Contract or the law requires otherwise, any notice from Landlord required to be provided, sent or delivered in writing may be given electronically and/or via text message, subject to our rules.

21. **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.
22. **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 Resident Contract 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 Resident Contract. 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 Resident Contract.

By signing this Resident Contract you agree to provide the required information within ten (10) days of the day you sign this Resident Contract or before the Resident Contract 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 Resident Contract 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.

23. **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.

24. **RENTAL INSURANCE.**

You are responsible for obtaining your own property, casualty and liability insurance. All property kept or stored on the Premises shall be at your own risk and you agree to indemnify and hold us harmless from any injury, loss, claims, demands, suits or judgments arising out of damages to same, including claims by your insurance carrier. **WE STRONGLY ENCOURAGE YOU TO CARRY RENTER'S INSURANCE.**

1. You acknowledge that Owner/Manager have no liability for any damage or loss to Resident's personal property.
2. **By initialing below I understand the following:**
  - a. I understand that if I currently carry Renter's Insurance proof of my policy will be given to the Owner/Manager prior to Move-in.
  - b. I understand that if I presently do not have Renter's Insurance but plan to become insured for the Apartment/Suite I am renting, proof of my policy will be given to the Owner/Manager prior to Move-in.
  - c. I understand that the Owner/Manager shall not be liable for personal injury, damage, or loss of personal property for any cause, and that if I do not have a Renter's Insurance policy and do not plan to obtain a policy during my contract term, I do so at my own risk.

**Initial** \_\_\_\_\_

25. **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).

**26. PERSONAL SAFETY/SECURITY ACKNOWLEDGMENT AND RELEASE.**

**BY EXECUTION OF THE RESIDENT CONTRACT, 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.**

**Initial** \_\_\_\_\_

**27. 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](http://www.americancampus.com). Resident represents that they have read and agreed to the Terms of Use and Privacy Policy available at [www.americancampus.com](http://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: [loptout@americancampus.com](mailto:loptout@americancampus.com)], or by any other reasonable means.

Resident must indicate below whether they agree to the terms above and authorizes the communications outlined in this consent:

\_\_\_\_\_  
Yes/No

Resident Phone Number Provided via Housing Application: \_\_\_\_\_

**28. 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 Resident Contract or such services to be provided in the future by any Authorized Entities in connection with your Resident Contract. 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 Resident Contract, 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 26 hereinabove.

In addition, you further 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 Contract Term. Changes to this information can be maintained in your Resident Portal Account.

29. **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.

30. **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.

31. **MEDICAL OR RECREATIONAL MARIJUANA.** Under federal law, specifically the Controlled Substances Act (CSA), marijuana is categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited whether prescribed for medical reasons or recreational, and is a criminal offense. The Apartment Community follows and complies with federal law regarding marijuana and is, and will continue to be, a drug free Apartment Community. Possession, use, manufacture or sale of any illegal substance, including marijuana or marijuana concentrate, by the Resident and/or Resident's occupants, guests or invitees is a substantial and material violation of the Resident Contract and the Owner may terminate the Resident's right to occupancy of the Premises as permitted by state law.

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

33. **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.

34. **FORCE MAJEURE.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, lawsuits or administrative proceedings filed against Landlord or the governmental entity with jurisdiction over the Apartment Community challenging the discretionary entitlements and/or approvals for the Apartment Community, enemy or hostile governmental action, civil commotion, fire or other casualty, pandemic, and other causes beyond the reasonable control of Landlord ("Force Majeure Events"), shall excuse the performance by Landlord for a period equal to the prevention, delay or stoppage.

35. **EARLY TERMINATION OF RESIDENT CONTRACT.** Providing Resident complies with the requirements of this Paragraph, Landlord shall not unreasonably deny Resident a release from this Resident Contract if Resident graduates or withdraws from the University, is denied admission, or is placed on academic suspension, or is placed on academic dismissal by the University. Within seven (7) days of the effective date of Resident's withdrawal, denial of admission, academic suspension or academic dismissal from the University, Resident shall submit to Landlord at the Apartment

Community business office a letter requesting a release from the Resident Contract, along with correspondence from the University's Registrar's Office or Dean's Office confirming Resident's withdrawal, denial of admission, academic suspension, or academic dismissal from the University. Within seven (7) days of receipt of said documentation, Landlord will provide a written response granting or denying Resident's request for a release from this Resident Contract. Resident must stay current on all payments prior to being released from the Resident Contract. If Landlord grants the request, Resident must vacate Resident's assigned room and remove Resident's personal property from the room no later than fourteen (14) days after the date on Landlord's written notice to Resident granting said release. In the event of a release from this Lease after the completion of an entire semester or academic session by Resident, Resident shall vacate the Premises no later than two days after the last final exam of the academic term. The release granted to Resident hereunder shall only relieve Resident and guarantor of their obligations under this Resident Contract, particularly with respect to rental payments, that would have arisen after the date on which Resident moves out of the Apartment Community. Notwithstanding anything to the contrary herein, said release shall specifically be conditioned upon the following: a) Resident moving out of the Apartment Community consistent with the manner and time frame outlined above; b) Resident paying Landlord for Rent and additional rent (as defined earlier above) for any time prior to the date Resident moves out of the Apartment Community; c) Resident promptly paying Landlord, upon notice from Landlord, for any damage caused by Resident to the Premises, the Apartment Community or the furnishings and fixtures contained and d) Resident does not enroll or later return to classes at the University of California, Riverside during the Contract Term of this lease. Any Resident who, for any reason, discontinues as a regularly enrolled student and later returns for regular classes at the University during the Term will be obligated to these terms and conditions of this Resident Contract. If Resident has prepaid any sums due hereunder, excluding a security deposit, Landlord shall reimburse Resident for such prepaid sums, less items "a," "b," "c" and "d" referenced in the proceeding sentence. Please note that a change in marital or domestic partnership status does not automatically result in cancellation of this Resident Contract. All resident contract cancellation requests must be made in writing. Resident Contract cancellation requests (except denied admission or academic suspension from the University as listed above) will rarely be approved. If approved, the Resident will be subject to a minimum \$400 early lease termination fee and any other charges as a result of the move-out conditions of the Premises, and if still an eligible student, Resident must make reasonable efforts to find a replacement Resident ("re-let"). All other requests will be considered on a case by case basis by the General Manager or their designated representative. If request for early termination is not approved, the Resident and guarantor will be held responsible for the entirety of the unpaid portion of the contract term.

36. **PRIVACY POLICY.** By initialing in the space provided, you acknowledge that you have received notice of the Privacy Policy available at [www.AmericanCampus.com](http://www.AmericanCampus.com).
37. **AUTHORIZATION FOR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION FROM STUDENT RECORDS.** As a condition of the Resident Contract, Resident consents for the disclosure of the following personally identifiable information from student records by the University of California, Riverside or its contracted housing partner, American Campus Communities: Information/documents relating to the Apartment Community Resident Contract including any information that may relate to the termination of this Resident Contract. Resident authorizes the person listed as the guarantor on this Resident Contract to receive this information. For additional information on student records and privacy rights at the University of California, Riverside, please see the FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT, as published by the UCR Office of the Registrar at <https://registrar.ucr.edu/resources/ferpa/UCR-policy>.
38. **MEGAN'S LAW DISCLAIMER.** Registered Sex Offenders Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which they reside.
39. **SPECIAL PROVISIONS. (FOR MANAGER USE ONLY)** The following special provisions have been added to and are a part of this Resident Contract:

## APARTMENT COMMUNITY RULES AND REGULATIONS

The following Rules and Regulations are a binding part of your Resident Contract. 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 violation of the Resident Contract and Landlord may proceed with an eviction action or other legal proceedings provided for under the Resident Contract 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 Resident Contract.

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

1. 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.
2. Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the Apartment 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 cannot paint or wallpaper any of the walls in the Apartment. If a violation occurs, Resident will be charged to repaint the Apartment.
3. All light bulbs and tubes must be operational at all times during the duration of the Contract 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.
4. Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted (if applicable).
5. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager except for political signs as authorized and restricted under Civil Code Section 1940.4.
6. No electrical or telephone wiring may be installed within the Apartment. Absolutely no holes may be drilled within the Apartment (including without limitation outside or inside walls, roof, windows, or balcony railings).
7. 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 Resident Contract on the ending date of the Resident Contract 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.
8. 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.
9. 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.
10. 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).
11. Resident must keep all utilities to the Premises active through the end of the Contract Term regardless if you choose to vacate the Premises before the Resident Contract 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.
12. Pets, including but not limited to, dogs, cats, birds, reptiles, and rodents, owned or visiting, are not allowed in the Apartment Community or in the Premises at any time, with the exception of approved assistance animals. Fish are an approved pet and may be kept in an aquarium no more than ten (10) gallons and no more than one (1) aquarium is permitted per room. Approval must be granted by UCR Student Disability Resource Center prior to assistance animal entering or residing on the Premises. The following rules shall apply to a violation of this policy:



- 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 Resident Contract. Pet must be removed from the Apartment 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 of the Apartment.
  - b. Second violation: Landlord will declare the Resident to be in default under the Resident Contract 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.
13. 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.
14. 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 Resident Contract by Owner.

#### **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 Resident Contract. 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. All guest(s) must be accompanied by the Resident at all times while in the Apartment Community. 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 Resident Contract which could result in default of the Resident Contract. 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, **SUCH COSTS, EXPENSES, CLAIMS RIGHTS AND CAUSES OF ACTION 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 and or 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 does hereby indemnify Landlord and Manager, and hold Landlord and Manager harmless, against all claims for 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 Resident Contract. Such permission is expressly conditioned upon Resident's adherence to the terms of the Resident Contract, 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 Resident Contract 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 RESIDENT CONTRACT, 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**

- 1. 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.**
- 2. 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.**
- 3. 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.**
- 4. 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.**
- 5. 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.**
- 6. 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.**



7. Immediately call 911 in the event of a fire or life-threatening emergency.
8. 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.**
9. 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.**
10. 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.**
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 in the Apartment Community.
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 Resident Contract 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 in 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 claim 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 Contract 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 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 Contract 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.
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. Parking is strictly enforced by UCR Transportation and Parking Services.
11. Call the UCR Transportation and Parking Services to report a parking violation. UCR Transportation and Parking Services 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.

#### 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 Resident Contract 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 Resident Contract. **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.**
6. Landlord has and reserves the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Resident Contract 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. All Residents shall comply with QUIET HOURS and COURTESY HOURS in the community as posted, and shall comply with all rules and regulations as posted from time to time for the use of recreational areas. This includes, but is not limited to lounges and courtyard areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by the Resident.
8. **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. Manager reserves the right at any time to charge, contact guarantors, or declare you in default of your Resident Contract for any of the above mentioned violations.**
9. UC Riverside, as well as the rest of the UC system, is smoke free. The smoke free policy prohibits the use of cigarettes, e-cigarettes, cigars, snuff, snus, water pipes, pipes, hookahs, chew, unregulated electronic nicotine delivery system, and any other non-combustible tobacco product. Due to this UC policy, smoking is not permitted anywhere on the Apartment Community property and associated parking lots. Any individuals who wish to smoke must do so off-campus. The Apartment Community complies with both University and State mandates with regard to smoking regulations and expects all Residents and their guests to do the same.
10. Living at the Apartment Community imposes certain responsibilities and obligations, and Residents are subject to University policies and local, state, and federal laws. In making appropriate use of the Apartment Community computing resources students are not permitted to use mail or messaging services to harass, intimidate, or otherwise annoy another person, for example, by broadcasting unsolicited messages, or sending unwanted mail. Management and the University will investigate complaints of violations to University policies or the Student Code of Conduct by members of the Apartment Community which are committed through their misuse of e-mail, voicemail, telephones, cell phones, pagers, text or instant messaging, web-cameras, websites or any other electronic technology. If the management find that cyber-bullying/harassment is taking place, such actions will result in but are not limited to judicial sanctions, community service hours, contract probation and in some cases eviction. The disciplinary actions taken by the Apartment Community does not shield from any criminal charges that may be taken against the harasser.
11. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person."

#### 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 Resident Contract 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 RESIDENT CONTRACT 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 RESIDENT CONTRACT.**

## **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. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the Apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic gate cards to anyone. Do not prop or hold open Apartment Community doors for anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. 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.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

### **YOUR VEHICLE**

25. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
26. Whenever possible, don't leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
27. Don't leave your keys in the car.
28. 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.
29. 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.
30. Check the backseat before getting into your car.
31. 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.**

## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT (“Guaranty”) IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN RESIDENT CONTACT (the “Lease”) EXECUTED BY CHF – RIVERSIDE II, L.L.C. (“Landlord”) and \_\_\_\_\_ (“Resident”), A COPY OF WHICH RESIDENT CONTRACT IS ATTACHED HERETO.**

- 1. UNCONDITIONAL GUARANTY.** In consideration of the execution by Landlord of the Resident Contract, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Resident of all of the duties and obligations of Resident under the Resident Contract and further covenants with the Landlord that if default shall at any time be made by the Resident in payment of Rent or other payments under the Resident Contract or in the performance of any other duties or obligations of the Resident contained in the Resident Contract, Guarantor will pay to the Landlord or Landlord's successors or assigns any delinquent Rent and any damages or other sums that may arise or be due to Landlord under the Resident Contract as a result of any violation or default by the Resident, on receipt of written notice of such violation or default from Landlord or Landlord's successors or assigns. Releasing or assignment of the Resident Contract by Resident with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Subject to the terms and provisions hereof, modifications or amendments to the Resident Contract or the Premises, or extensions or renewals of the Contract Term, or apartment reassignment during the Contract Term or Renewal Term, shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, extensions, renewals or changes to the Resident Contract or Renewal Agreements.
- 2. NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Resident Contract (including notice of Resident's default or violation under the Resident Contract), diligence in collecting any sums due under the Resident Contract or enforcing any of the obligations under the Resident Contract, bringing of suit and diligence in taking any action with reference to the Resident Contract or in handling or pursuing any of Landlord's rights under the Resident Contract.
- 3. DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Resident under the Resident Contract. Landlord shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Landlord shall not be required to exhaust Landlord's remedies against Resident or other guarantors. Landlord may from time to time at Landlord's discretion and with or without valuable consideration, release Resident from all or part of Resident's obligations without affecting this Guaranty.
- 4. ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Landlord or Resident or any reletting by Resident. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Landlord, its successors or assigns, against other Guarantors. If Resident is in default or violation under the Resident Contract and if it becomes necessary for Landlord to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Landlord, Landlord may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the Resident Contract. This Guaranty may be enforced against Guarantor without the necessity of recourse against Resident or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Resident Contract or Resident's lack of sufficient legal capacity to enter into the Resident Contract. Failure of Landlord to enforce the Resident Contract or enforce Landlord's rights against the Resident shall not operate to release Guarantor from Guarantor's obligations under this Guaranty. This Guaranty is part of the Resident Contract and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located.
- 5. WIRELESS TELEPHONE CONTACT CONSENT.** Guarantor 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 Guarantor 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 Guarantor will receive may include, without limitation, the following: information regarding Apartment Community events, promotions, leasing and renewal updates and other marketing messages. Guarantor may receive approximately ten (10) messages per month.

Guarantor authorizes any and all communication methods described in this consent even if Guarantor will incur a fee or a cost to receive such communications. Message and data rates may apply. Guarantor 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 Guarantor.

Guarantor 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](http://www.americancampus.com). Guarantor represents that they have read and agreed to the Terms of Use and Privacy Policy available at [www.americancampus.com](http://www.americancampus.com).

Guarantor 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.

Guarantor Phone Number Provided via Housing Application: \_\_\_\_\_

- 6. REQUIRED METHOD OF CONTACT.** Guarantor 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 the Resident Contract or such services to be provided in the future by any Authorized Entities in connection with the Resident Contract. 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 the Resident Contract, as permitted by applicable law. Guarantor acknowledges that Landlord may continue to send messages regarding the aforementioned matters even if Guarantor has opted- out of promotional SMS text messages and/or email in accordance with section 6 hereinabove.

In addition, you further 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. Guarantor 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.

7. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Landlord may not have entered into the Resident Contract. The obligations of this Guaranty shall be performed in the same county or counties where the Resident's obligations are to be performed under the Resident Contract. Guarantor acknowledges that Landlord has relied on all written information furnished by Guarantor to Landlord in connection with the Resident Contract, and if Guarantor is married, Guarantor hereby warrants that they have discussed this Guaranty with their spouse and the spouse has consented to such Guaranty, even if the spouse has not signed this Agreement. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Resident Contract. The absence of a copy of the Resident Contract attached hereto shall not affect the validity or effectiveness of this Guaranty.
8. **ACKNOWLEDGEMENT.** Guarantor represents that all information submitted on this Guaranty is true and complete. You authorize us to request and obtain consumer reports, verification of income and employment, rental history reports, and other credit reports on you. A facsimile by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as Guarantor, to sign the Resident Contract itself or to be named in the Resident Contract. The Guaranty does not have to be referred to in the Resident Contract.

**RESIDENT AND GUARANTOR ACKNOWLEDGE AND AGREE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS RESIDENT CONTRACT AND THAT THEY ACKNOWLEDGE THAT THE RESIDENT CONTRACT CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD, RESIDENT AND GUARANTOR. LANDLORD AGREES TO LEASE TO THE RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THE RESIDENT CONTRACT. SIGNED, SEALED AND DELIVERED AS OF THE DATE FIRST WRITTEN IN THE RESIDENT CONTRACT. RESIDENT AND GUARANTOR AGREE THAT THE SIGNATURE OF EITHER OF THEM ON A RENEWAL OF THE RESIDENT CONTRACT IS VALID AND BINDING AS A RENEWAL OF BOTH THE RESIDENT CONTRACT AND THE GUARANTY.**

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

\_\_\_\_\_  
**Guarantor Name**

\_\_\_\_\_  
**Employer Name**

\_\_\_\_\_  
**Home Address – Street Address**

\_\_\_\_\_  
**Employer Address – Street Address**

\_\_\_\_\_  
**Home Address – City, State, Zip**

\_\_\_\_\_  
**Employer Address – City, State, Zip**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**Employer Phone**

\_\_\_\_\_  
**Other Phone**

\_\_\_\_\_  
**Employer Phone**

\_\_\_\_\_  
**E-Mail Address**

\_\_\_\_\_  
**Social Security #**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**