

**RESIDENTIAL LEASE AGREEMENT – STATE ON CAMPUS MORGANTOWN**

DATE OF LEASE: \_\_\_\_\_

LANDLORD: **CORE MORGANTOWN, LLC**

TENANT: \_\_\_\_\_

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions:  
THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY FOR A SPECIFIC CATEGORY OF HOUSING UNIT. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT, the SECURITY DEPOSIT amount (if required) and any Fees which are the individual responsibility of each TENANT.

**1. PROPERTY AND OCCUPANTS.**

LANDLORD agrees to rent to TENANT the following category of housing UNIT at:

a) **PROPERTY:** STATE ON CAMPUS MORGANTOWN (also referred to in this Lease as the "Apartment Community")

b) **UNIT:** TENANT'S specific Building, UNIT and Bedroom consistent with TENANT's selection will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2.** TENANT agrees this unit selection process adequately identifies the leased property in order to enter into this LEASE.

c) **ADDRESS OF PROPERTY:** 331 Beechurst Ave  
Morgantown, WV 26505

Bedroom (A, B, C, D, E) which is a \_\_\_\_\_  
accommodation in a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom  
UNIT

in floor plan type \_\_\_\_\_

located within the Apartment Community at the address listed above.

The UNIT will be used as a residence and for no other purpose.

LANDLORD has the right to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community.

d) **OCCUPANTS:** The Bedroom will be occupied only by TENANT and (*list all other occupants not signing this LEASE or signing another LEASE within the Bedroom*):

No one else may occupy the Bedroom other than offspring born to tenant after commencement of this LEASE. Persons not listed above must not stay in the Bedroom for more than two consecutive days without LANDLORD'S prior written consent, and no more than four days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with Roommates prior to commencement of the Lease Term.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unoccupied, to place a new tenant in the unoccupied bed space unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD, as part of TENANT'S reserve RENT, the RENT and other charges that would be charged for such bed space if occupied.

Roommate compatibility and room preferences are not guaranteed. The fact that TENANT and/or TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE.

The LANDLORD may enter the common area of the premises to show the unoccupied bedroom and common areas to leasing prospects without notice to the TENANT.

The portions of the PROPERTY and UNIT leased to Tenant are defined as including each of the following:

(1) TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of the assigned Bedroom in the UNIT.

(2) Together with the other tenants of the UNIT, TENANT'S shared use of the Common Areas in the UNIT and the Apartment Community (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access);

(3) TENANT'S use (shared with other tenants in the UNIT, if applicable) of all appliances within the Common Areas of the UNIT; and

(4) If Bedroom or UNIT is furnished: TENANT'S sole (if Bedroom is "Private") or shared (if Bedroom is "Shared") use of furniture within TENANT'S Bedroom; and TENANT'S shared use of all furniture within the Common Areas of the UNIT; and

(5) TENANT'S shared use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but shall have no liability for misdelivery, delays in delivery and/or failure of delivery.

(6) TENANT'S shared use of all Common Areas, amenities, and grounds of the Apartment.

**2. TERM.**

The term of this LEASE shall commence at Noon on

MONTH: \_\_\_\_\_ ("COMMENCEMENT DATE").

The term of this LEASE shall end at Noon on

Month: \_\_\_\_\_

Such period of time is referred to as the "TERM."

**3. RENT.**

Payment must be made without demand in advance of each month at the on-site manager's office or through LANDLORD'S online payment site

Total RENT due for this lease term is

\$ \_\_\_\_\_

Rent: \_\_\_\_\_

RENT will be due in twelve equal installments of

\$ \_\_\_\_\_ per month. There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE when due. The first RENT payment is due on August 1st – prior to the LEASE COMMENCEMENT DATE. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM from August through July. If TENANT does not pay the first month's RENT on or before August 1st, all RENT for the entire TERM will be automatically accelerated and immediately due and payable in full. If TENANT does not pay any subsequent installment of RENT on or before the first day of the applicable calendar month, all RENT for the entire remaining balance of the TERM, at LANDLORD's option, may be accelerated and immediately due and payable in full.

*TENANT shall not pay RENT or additional charges in cash without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute.* LANDLORD

may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one monthly check rather than multiple checks. **If TENANT does not pay all RENT on or before the fifth (5<sup>th</sup>) day of the month, TENANT shall pay an late charge of \$25.00 plus a late charge of \$5 per day, not to exceed \$100.** On the beginning of the sixth (6<sup>th</sup>) day of the month, LANDLORD will impose late fees. TENANT shall also pay a

CAN BEGIN EVICTION PROCEEDINGS. THE LANDLORD IS NOT REQUIRED TO GIVE YOU FURTHER NOTICE WHILE YOU OCCUPY THE UNIT.

**4. RENTAL PAYMENTS.**

a) RENT is due on the applicable due dates listed in **Paragraph 3** and TENANT must pay RENT on the due dates listed in **Paragraph 3** without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD by the 5<sup>th</sup> day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to, delinquencies, prior balances, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. LANDLORD is not required to provide a receipt for payments made by check or money order, and evidence of such payments shall be maintained by TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

- a) 3.50% for MasterCard, Discover, Visa or American Express payments
- b) \$1.50 for e-check payments.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees or fines as described in Rules and Regulations. Unless required by law, the provision of any special services shall be at LANDLORD'S sole and absolute discretion.

**5. SECURITY DEPOSIT AMOUNT.**

The SECURITY DEPOSIT is \$ \_\_\_\_\_. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

**6. FEES.**

In addition to RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

\_\_\_\_\_ Application Fee  
«rate\_application\_completed\_1\_109091»//Lease

charge of \$25 for each returned check or rejected automatic electronic draft, plus applicable late charges until LANDLORD has received acceptable payment. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be available to LANDLORD. THIS IS YOUR NOTICE THAT IF YOU DO NOT PAY YOUR RENT WITHIN FIVE (5) DAYS OF THE DUE DATE, THE LANDLORD

\_\_\_\_\_ Administrative Fee \_\_\_\_\_/Lease

\_\_\_\_\_ Other Fee (describe below) \$ \_\_\_\_\_ / \_\_\_\_\_

**7. PLACE AND NAME OF PAYMENTS.**

RENT payments are to be made payable to STATE ON CAMPUS MORGANTOWN. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

**State on Campus Morgantown  
331 Beechurst Ave  
Morgantown, WV 26505**

**8. RETURNED CHECKS.**

If TENANT'S check is returned by the bank, TENANT:

- a) shall pay a charge of \$25.00 as Additional RENT;
- b) shall pay late charges retroactive to the due date listed in **Paragraph 3**; and
- c) will be in violation of the LEASE for failing to pay the RENT on time, unless the fee and any late RENT charges are paid within the notice requirements of West Virginia law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order during the remaining balance of the TERM.

**9. PARENTAL GUARANTEE.**

Each TENANT listed on **Page 1** of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD in LANDLORD'S sole and absolute discretion. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at any time thereafter if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-In without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the TERM. **It is the LANDLORD'S option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.**

**10. MEALS.**

Meals are not offered at the PROPERTY.

**11. TENANT'S UNIVERSITY.**

TENANT'S UNIVERSITY shall mean any of the following institutions in which TENANT is either enrolled currently or attempting to enroll: West Virginia University and/or West Virginia Community College.

**12. NOTICES.**

Except as otherwise provided under West Virginia law, LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail, return receipt requested, or via hand delivery (hand delivery shall include delivery by LANDLORD of the notice to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed or hand delivered.

TENANT must send or hand deliver notices to LANDLORD at the

address listed in **Paragraph 7** of this LEASE. LANDLORD may send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

### **13. UTILITIES.**

a) LANDLORD will supply and pay for the following utilities / services:

- Basic Cable Television
- Internet Service
- Water and Sewer
- Trash

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for all other utilities not included

channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider.

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. TENANT must arrange for and place electric service in TENANT's name and usage will be sub-metered by the service provider and billed to the UNIT. TENANT will be responsible for payment directly to the electric service provider. If TENANT desires additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider. If TENANT fails to place electric service in TENANT's name and such service is billed to LANDLORD, LANDLORD will invoice TENANT for electric services used plus a 15% administrative fee.

### **d) INTERNET & TELEVISION SERVICE**

#### **Telecommunications Services**

LANDLORD is providing basic internet and basic television service to TENANT. This service includes television service and high speed broadband available in select locations throughout the building. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If TENANT wants additional television channels, voice service or additional internet capacity, they will be at TENANT'S expense and TENANT must make arrangements through the LANDLORD-approved provider. These additional services not paid by LANDLORD must remain on and paid for by TENANT, in TENANT'S names, through their contracted ending date regardless of whether TENANT has vacated.

LANDLORD will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the Apartment or any damage directly or indirectly caused by the interruption, surge or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations.

#### **Network Access**

TENANT may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the TENANT'S computer operating system or any other feature will be the responsibility of the TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

#### **Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and

b)At the end of the LEASE, TENANT must provide LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities, and may at its option apply the SECURITY DEPOSIT to any outstanding utility charges.

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. The gas, chiller charges, water and sewer service will be arranged by LANDLORD and the cost thereof will be allocated according to the total number of tenants engaged in lease contracts at the PROPERTY and charged to each tenant individually. If TENANT desires additional cable

LANDLORD-approved providers will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or suite where access of the Internet services were obtained. Tenant consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

#### **Performance Levels**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance (throughput speed) levels but reasonable efforts will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to ensure availability of the Internet services to users. Service outages for routine maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

### **14. CONDITION OF UNIT.**

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD a list of any defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the term of the LEASE commences. Any items not identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in **Paragraph 7**. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD's representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear excepted. TENANT is responsible for all damage to the UNIT that occurs after accepted, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered above reasonable wear and tear by the LANDLORD.**

### **15. APPLIANCES AND FURNITURE.**

a) LANDLORD will provide the appliances and furniture listed below:

Refrigerator/Freezer  
Dishwasher  
Range  
Washer & Dryer  
Microwave

Couch and/or love seat

Coffee Table  
Bar stools (not applicable in studios/1 bedrooms)  
Mattress and Bed frame  
Desk  
Desk Chair

b) LANDLORD will repair or replace non-working appliances.

c) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

**16. LANDLORD UNABLE TO GIVE POSSESSION.**

a) LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever.

b) If LANDLORD is unable to give possession of the UNIT to UNIT may only be used as a private residence.

d) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

**18. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.**

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT and TENANT's family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT or TENANT'S family, guests or persons invited by TENANT for the use of TENANT's property;

c) any claim due to acts or from any failure to act by TENANT or TENANT's family, guests or persons invited by TENANT; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT's family, guests or persons invited by TENANT.

**19. TENANT'S INSURANCE.**

TENANT shall acquire and maintain for the TERM of the LEASE a standard Renters' Insurance policy with General Liability coverage of \$100,000. TENANT's Renters Insurance Policy shall name LANDLORD as an additional insured.

In the event that TENANT fails to obtain and maintain the GL Policy as required herein, LANDLORD shall have the right, but not the

TENANT on the date when the LEASE is to commence, RENT will be abated on a daily basis during the delay. LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT. TENANT must pay RENT or additional charges for any part of a month that TENANT has possession.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 60 days of the LEASE commencement date. TENANT must give notice of such termination to LANDLORD in writing before the 6th day after the 60-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this paragraph, and TENANT's right to terminate the lease shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and effect.

**17. USE.**

a) TENANT shall not permit any guest or invitee to reside in the UNIT

b) TENANT acknowledges that that the UNIT may be occupied by another tenant provided the additional tenant has an executed lease with LANDLORD for the UNIT or is listed in **Paragraph 1** of this LEASE.

c) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The

obligation, to procure the GL Policy on TENANT's behalf. In this event the TENANT will be charged a non-compliance administrative fee of 15%, this shall be deemed to be additional rent under the Lease and immediately due and payable by TENANT to LANDLORD.

**DAMAGE TO TENANT'S PROPERTY AND INSURANCE:**

LANDLORD does not provide any insurance coverage for TENANT's property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD's agent's or employee's, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of TENANT or TENANT's occupants, guests, licensees, invitees or agents due to fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY.

TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

**20. LANDLORD'S ENTRY ONTO THE PROPERTY.**

LANDLORD or LANDLORD'S agent may enter the UNIT by any means necessary:

a) between 7:00 A.M. and 8:00 P.M. to (i) make repairs; (ii) deliver notices (iii) improve the UNIT; (iv) show the UNIT to possible buyers, lenders or TENANTS; (v) inspect the UNIT periodically for compliance with the LEASE terms; (vi) investigate a suspected violation of the LEASE; or (vii) for any other reasonable purpose.

b) without notice to TENANT and at any time in an emergency.

**21. LANDLORD'S RESPONSIBILITY.**

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services at the UNIT or the PROPERTY
- h) power surges;
- i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, TENANT, FOR TENANT AND FOR TENANT'S GUESTS, RELEASE LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S 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 TENANT'S OR TENANT'S GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY OR TENANT'S GUESTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EXCEPT TO THE EXTENT SUCH CLAIM OR DAMAGE WAS CAUSED BY THE SOLE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY AND TENANT'S GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE, AND AT THE USER'S SOLE RISK. TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD shall not be liable for loss, harm, sickness, or death of the pet unless due to LANDLORD's gross negligence or willful misconduct. LANDLORD will return the pet to TENANT upon request if it has not already been turned over to a humane society or local authority. TENANT must pay for the pet's reasonable care and kenneling charges.

Any violation of this policy by TENANT or TENANT'S guest shall constitute a breach of this Lease and TENANT may be subject to a \$500 fine.

LANDLORD has no lien on the pet for any purpose.

#### **24. TRASH REMOVAL / RECYCLING.**

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony. If any trash or debris is found in these areas, a reasonable fee will be charged for the costs and labor associated with the removal of all items. If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT shall be responsible for any fine and the costs incurred to correct the action.

#### **25. UNAUTHORIZED VEHICLES.**

- a) TENANT may not park any vehicle on the PROPERTY

OF THIS LEASE.

#### **22. RULES AND REGULATIONS.**

- a) LANDLORD may make reasonable rules and regulations to protect:

- 1) the PROPERTY and the property of other TENANTS, neighbors, or other people; and,
- 2) the comfort, safety or rights of other TENANTS, neighbors, or other people.

- b) TENANT will follow all rules and regulations made by LANDLORD, which are now in effect **and attached to this LEASE.** TENANT will follow any new rules and regulations made by LANDLORD during the TERM. **Any violation of the applicable Rules and Regulations shall constitute a breach of this Lease. TENANT's parents and/or Guarantor may be contacted for any violation of the rules and regulations.**

#### **23. PETS.**

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a support animal for a disabled person but will not require a pet deposit nor a pet fee. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal. TENANT must not feed stray or wild animals.

If TENANT or any guest or occupant of the UNIT violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for costs and labor associated with de-fleaing, deodorizing, and shampooing. Initial and daily pet-violation charges and pet-removal charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet after leaving, in a

unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.

- b) No unregistered or disabled automobiles, trailers, campers, boats, etc. are allowed on the PROPERTY at any time.

- c) TENANT may not make repairs to automobiles on the PROPERTY.

- d) LANDLORD may tow at TENANT's expense any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, other applicable parking rules or regulations, or in violation of applicable law.

#### **26. MAINTENANCE.**

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

- (a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of TENANT) reasonably clean;

- (b) maintain fixtures, furniture, hot water, heating, and A/C equipment;

- (c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and

- (d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD's sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT's use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD's usual working hours unless TENANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT's expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

**TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:**

Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY as a result of TENANT's failure to comply with the terms of this section, and LANDLORD shall not be liable for any damages sustained to TENANT's person or property as a result of any such failure.

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT

## **29. LAUNDRY FACILITIES.**

Individual washer and dryer is included in each UNIT. TENANT is responsible for cleaning lint trap after each dryer use to prevent fire.

## **30. TAKING OF PRIVATE PROPERTY.**

a) Legal authorities are able to take property after paying for it. This is known as "condemnation".

b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:

- 1) LANDLORD can end this LEASE;
- 2) LANDLORD is not responsible for claims of

TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and

3) TENANT, by signing this LEASE, has assigned to LANDLORD any rights which TENANT may have to any money

or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

## **27. REPAIRS.**

TENANT agrees to:

a) immediately report to LANDLORD any damages or needed repairs; and

b) pay for repairs which are needed due to the fault of TENANT or any of TENANT's family or guests.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter-- **IT MUST BE SIGNED AND PROVIDED IN WRITING** to LANDLORD's designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD's written notes on TENANT's oral request do not constitute a written request from TENANT.

LANDLORD's compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT's utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, TENANT must notify LANDLORD's representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD's representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five (5) days written notice. LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

## **28. CHANGES TO THE PROPERTY.**

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

paid by the legal authorities for or relating to the taking of the PROPERTY.

## **31. UNENFORCEABLE LEASE CONDITIONS.**

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

## **32. SALE OF PROPERTY.**

In the event of the sale of the Property by LANDLORD to a new owner, the new owner can end this LEASE by giving TENANT 90 days written notice.

## **33. ASSIGNMENT BY LANDLORD.**

LANDLORD may assign this LEASE. If assigned, TENANT's obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that

the current LANDLORD has under this LEASE. Upon assignment of the LEASE by LANDLORD to another party, LANDLORD is expressly released from all obligations under the LEASE. LANDLORD may transfer this LEASE without obtaining TENANT'S approval. TENANT MAY NOT ASSIGN ITS RIGHTS UNDER THE LEASE WITHOUT THE WRITTEN CONSENT OF LANDLORD.

#### **34. SECURITY DEVICES.**

**LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any such items at any time without notice.**

#### **35. DEFAULT BY TENANT.**

TENANT shall be in default of this LEASE if TENANT:

- a) fails to pay RENT or any other charges when due; or
- b) does anything which is not permitted by this LEASE;

or

- c) fails to do anything which is required by this LEASE; or
- d) gives LANDLORD false information, including

information or signatures on TENANT's or the Guarantor's/Co-signers rental application, on the LEASE or on the GUARANTEE; or

e) any of the utilities which are payable by TENANT or the other tenants of the UNIT are not paid in a timely manner or are disconnected or shut-off; or

f) TENANT fails to pay any fines, reimbursable charges or costs within 10 days after being levied in accordance with this LEASE or the **Rules and Regulations**.

#### **36. LANDLORD'S RIGHTS.**

LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

a) If TENANT breaks any condition of this LEASE, any Addendum to this LEASE, or the **Rules and Regulations**, LANDLORD can:

(i) collect any past due RENT and utility payments and any sums which are due for the rest of the TERM from TENANT;

(ii) collect from TENANT for damages caused by TENANT or TENANT's breaking of any conditions of the LEASE or TENANT's doing of any act which is not permitted by the LEASE;

(iii) evict TENANT and take possession of the UNIT;

(iv) recover or file suit to recover:

(a) all RENT and additional charges which are due from TENANT;

(b) reimbursement for any damages; and,

(c) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, if awarded by a court of competent jurisdiction.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and if applicable, other damages, losses or injuries as may be awarded by the court.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other legal process possession of the UNIT following expiration of the TERM.

#### **40. EARLY TERMINATION.**

**Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge may apply as**

in accordance with the laws of the State of West Virginia to take TENANT'S personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by such laws.

**FIRE OR OTHER CASUALTY.** If in LANDLORD'S reasonable judgment, the Bedroom, the Building or the Property is materially damaged by Fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate the LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the Security Deposit, less lawful deductions. If LANDLORD determines that material damage has not been caused to the UNIT, the Building or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements.

#### **37. CONTRACTUAL LIEN.**

This section is intentionally left blank.

#### **38. OTHER REMEDIES.**

In addition to all of LANDLORD's other rights and remedies under West Virginia law and this LEASE, if TENANT's RENT is delinquent and LANDLORD gives TENANT 5 days' prior written notice, LANDLORD may terminate electricity that LANDLORD has furnished at LANDLORD'S expense, unless applicable law provides otherwise. LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early, TENANT will pay LANDLORD any amounts stated to be rental amounts in **Paragraph 3** for the entire TERM, in addition to other sums due. Upon TENANT's default, LANDLORD reserves all other available legal remedies, including LEASE termination. Late charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are not for attorney's fees and litigation costs).

#### **39. ENDING THE LEASE.**

a) **This LEASE will end at the time and date listed in Paragraph 2.** LANDLORD may not extend the term of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE without the written consent of LANDLORD. **Failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under West Virginia law, including the possibility of terminating this LEASE, by following this procedure:

(1) TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy;

(2) if LANDLORD fails to do so, TENANT must make a second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy; and

c) If TENANT does not vacate the UNIT upon expiration of the TERM, TENANT shall pay, in addition to the normal RENT, an additional charge of \$200.00 per day until TENANT vacates. This additional charge is due for each day that TENANT stays in possession of the UNIT after expiration of the TERM. Nothing contained in this LEASE shall give TENANT the right to remain in

**part of any such agreement as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.**

**REPLACEMENT RESIDENT.** If departing or remaining tenants find a replacement tenant acceptable to LANDLORD and LANDLORD expressly consents to the replacement, or assignment, then a termination fee of \$500 will be due, a rekeying fee will be due if rekeying is requested or required and TENANT must have no outstanding payments due.

**Procedures for Replacement.** If LANDLORD approves a replacement tenant, then the replacement tenant must sign a new lease contract. Unless LANDLORD agrees otherwise in writing, TENANT's SECURITY DEPOSIT will automatically transfer to the replacement tenant as of the date LANDLORD approves. The departing tenant will no longer have a right to occupancy or a SECURITY DEPOSIT refund. The replacement is not considered complete until the replacement lease contract is approved by LANDLORD and all fees are received.

**UNLAWFUL EARLY MOVE-OUT** TENANT will be liable for a \$500 termination fee, in addition to all RENT, fees, and other charges due during the TERM, if TENANT:

- (1) fails to move in, or fails to give written move-out notice
- (2) moves out without paying RENT in full for the entire TERM or renewal period; or
- (3) moves out at LANDLORD's demand because of TENANT's default; or
- (4) is evicted.

**NOT A RELEASE.** The termination charge is not a cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD's damages; that is, LANDLORD's time, effort and expense in finding and/or processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing the UNIT, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the termination charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD's attempts to find a replacement are successful. The termination charge does not release TENANT from continued liability for: future or past-due RENT; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges. LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the unit before a replacement TENANT moves in.

#### **41. SUBLETTING.**

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT without LANDLORD's prior written approval which may be granted or withheld in LANDLORD's sole and absolute discretion.

If TENANT permits another person to live in UNIT or provides key to a person not named on this LEASE, TENANT will be subject to a \$1,000 fine.

#### **42. LEAVING THE UNIT.**

##### **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.**

LANDLORD will mail TENANT's SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

TENANT will have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will have *abandoned* the UNIT when all of the following have occurred: (1) all tenants appear to have moved out of the UNIT in LANDLORD's reasonable judgment, and have been absent for at least seven (7) days; (2) clothes, furniture, and personal belongings have been substantially removed in LANDLORD's reasonable judgment; (3) TENANT has been in default for non-payment of RENT for at least ten (10) days; and (4) TENANT has not responded for five (5) days to LANDLORD'S notice left on the outside of the main entry door and mailed to TENANT, stating that LANDLORD considers the UNIT abandoned. A UNIT may also be "abandoned" as specified by applicable statute.

If TENANT abandons the UNIT, LANDLORD may take possession the UNIT. Common Area damages will be split amongst all tenants

of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire term.

#### **43. TENANT'S DUTIES AT END OF THE LEASE.**

In addition to any other duties which TENANT has under this LEASE, TENANT will:

a) leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD;

b) return the UNIT:  
1) clean and free of garbage or trash; and  
2) in good order and repair, reasonable wear and tear excepted; and

c) comply with all other terms of this LEASE.

#### **44. SECURITY DEPOSIT TERMS.**

a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in **Paragraph 5**.

b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.

c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:

- 1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
- 2) to pay for any unpaid RENT or additional charges owing to LANDLORD.

If all or part of the SECURITY DEPOSIT is used in the manner described above or for any other reason as permitted by law, TENANT will immediately deposit with LANDLORD the amount needed to replenish the SECURITY DEPOSIT to equal the amount listed in **Paragraph 5**.

d) LANDLORD will return the SECURITY DEPOSIT within thirty (30) days after surrender or abandonment provided TENANT:

- 1) gives LANDLORD written notice of TENANT'S new address; and
- 2) did not damage the PROPERTY; and
- 3) paid all RENT and additional charges in full; and
- 4) fully performed all responsibilities under this LEASE.

See **Paragraph 43**.

e) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT's request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD's cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD's specifications then LANDLORD will charge TENANT a reasonable fee for the costs and labor associated with the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within in the UNIT. Bedroom damages will be split amongst all tenants

who have leases for that specific bedroom.

f) **A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT when resulting from damages caused by tenants.** Charges for damages may occur at any time during the TERM.

**The SECURITY DEPOSIT will not be LANDLORD's limit of damages if TENANT violates this LEASE, and TENANT 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 tear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

**45. ACCELERATION.**

All monthly RENT for the rest of the LEASE contract will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if TENANT is evicted from the UNIT or abandons the UNIT.

**46. LOSS OF LANDLORD'S RIGHTS.**

LANDLORD does not give up rights by accepting RENT or any additional charges, or by delaying or not enforcing any term or condition of this LEASE.

**47. NO JURY TRIAL.**

LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

**48. WRITTEN CHANGES TO THE LEASE.**

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD's representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD's representatives have no authority to waive, amend, or terminate this LEASE or any part of it, unless in writing and signed by LANDLORD, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

**49. ATTORNMEN**

TENANT hereby agrees that TENANT will recognize as its LANDLORD under this LEASE **CORE MORGANTOWN, LLC** and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

**50. ADDITIONAL TERMS.**

See attached addendum(s) for any additional terms, which are part of this LEASE.

**51. SIGNATURES AND ACCEPTANCE OF CONTRACT.**

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the LEASE. If there are any conflicts between this LEASE and the application then this LEASE shall control.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges and agrees that TENANT has carefully read and understands this LEASE and that TENANT acknowledges that this LEASE constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE is 17 pages in length and includes:

- 1) Residential Agreement
- 2) Rules and Regulations
- 3) Security Acknowledgement and Guidelines
- 4) Drug-Free Crime-Free Lease Addendum
- 5) Damages and Cost Addendum
- 6) Bed Bug Addendum
- 7) Swimming Pool Addendum

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