

STUDENT HOUSING LEASE CONTRACT



This is a binding document. Read carefully before signing.

General Lease Provisions

1. PARTIES. This Lease Contract ("Lease") is between you, the resident:

Blank lines for resident name and address, followed by 'and us, the owner: Core Morgantown LLC' and another blank line for owner address.

2. APARTMENT. You are renting:

Checkboxes for Apartment No., Bedroom No., and Floor Plan.

Address line: at 331 Beechurst Ave 631 Morgantown, West Virginia, 26505

When this Lease Contract is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you.

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background.

You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

Blank lines for listing access devices.

3. TERM. The term of the Lease Contract begins on the 1st day of August, 2023 (year), and ends at noon the 26th day of July, 2024 (year). This Lease does not automatically renew.

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing).

Contract of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the Lease Contract term—for up to one (1) month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

4. RENT AND CHARGES. Your rent for the term is \$ 0000.00. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ .00 each.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges.

4.1. Payments. You will pay your rent: [X] at the onsite manager's office [X] through our online payment site [X] at https://stateoncampusmorgantownapts.residentportal.com/auth

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks.

4.2. Application of Money Received. When we receive money, other than utility payments subject to government regulation, we may apply it at our option, and without notice, first to any of your unpaid obligations, then to current rent.

4.3. Utilities and Services. We'll pay for the following if checked: [X] water [X] wastewater [X] Internet [X] trash/recycling [X] stormwater/drainage

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent.

4.4. **Late Charges.** If you don't pay rent in full by 11:59 p.m. on the 5th day of the month, you must pay us the following late charge immediately and without demand in addition to the unpaid rent:  \_\_\_\_\_% of your installment amount as stated in this Lease or  \$ \$25.00.

You'll also pay a charge of \$ 25.00 for each returned check or rejected electronic payment, (not to exceed that allowed by West Virginia law), plus a late charge.

4.5. **Ad Valorem Taxes/Fees and Charges - Additional Rent.**

If, during the term of this Lease Contract, any locality, city, state, or Federal Government imposes upon us, any fee (including, but not limited to, any fire service fee or ambulance service fee), charge, or tax, which is related to or charged by the number of occupants, or by the apartment itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include: any fire service fee or ambulance service fee, charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other emergency services, per person, or per apartment charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

4.6. **Lease Changes.** No rent increases or Lease changes are allowed during the lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

5. **SECURITY DEPOSIT.** Your total security deposit is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. Any animal deposit will be stated in an animal addendum.

5.1. **Refunds and Security Deposit Deductions.** *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within sixty (60) days of the termination of the tenancy or within forty-five (45) days of the occupation of the Premises by a subsequent resident, whichever time period is shorter. In the event that any damages to the Premises exceed the amount of the security deposit and require the services of a third-party contractor to repair the damages, we will give you notice of this fact within the applicable time period set forth above and we shall then have an additional fifteen (15) days to provide you with an itemization of the damages and the cost of repair. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law to your last known address which may be the address of the Premises. In the event any security deposit refund is returned to us as undeliverable, under state law we are required to only hold the deposit refund for you for a period of six (6) months and, during that time, you or your authorized agent or attorney may obtain the deposit from us during our normal business hours within seventy-two (72) hours of our receipt of a written request for the deposit refund. Subject to Section 37-6A-2 of the West Virginia Code, you'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Paragraph 28 (Surrender and Abandonment); removing illegally parked vehicles; special trips for trash removal caused by parked

vehicles blocking dumpsters; false security alarm charges unless due to our negligence; animal-related charges under Paragraph 20 (Animals); government fees or fines against us for violation (by you, your occupant(s), or guest(s)) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract. You'll be liable to us for (A) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; (B) accelerated rent if you have violated Paragraph 25 (Default by Resident); **and** (C) a reletting fee if you have violated Paragraph 9 (Early Move-Out; Reletting Charge).

6. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. *If the previous blank isn't filled in, two (2) consecutive days will be the limit.*

6.1. **Exclusion of Persons.** We may exclude from your apartment and the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

7. **CARE OF APARTMENT/COMMON AREAS AND DAMAGES.**

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, or intentional conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault as allowed by law except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; **and** (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. **INSURANCE.** *We do not maintain insurance to cover your personal property or personal injury.*

8.1. **Renter's Insurance Requirement**

You are:

- required to buy and maintain renter's insurance; **or**  
 not required to buy renter's insurance.

8.2. **Personal Liability Insurance Requirement**

You are:

- required to purchase and maintain personal liability insurance; **or**  
 not required to buy liability insurance.

*If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.* Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

- 9. EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ 780.00 (not to exceed 100% of the highest of your installment amount during the Lease Contract term) if you (A) fail to give written move-out notice as required; or (B) move out without paying rent in full for the entire Lease Contract term or renewal period; or (C) move out at our demand because of your default; **or** (D) are judicially evicted.

**The reletting charge is not a cancellation fee nor a buyout fee and does not release you from your obligations under this Lease.** It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**10. SECURITY AND SAFETY DEVICES.**

- 10.1. Smoke and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute. We may install additional detectors not so required. **We'll test them and provide working batteries when you first take possession. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.**

You must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. **If you damage or disable the smoke detector or carbon monoxide detector or remove a battery without replacing it with a working battery, you may be liable to us for \$100 plus one (1) month's rent, actual damages, and attorney's fees.**

- 10.2. Duty to Report.** You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. You will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

- 11. DELAY OF OCCUPANCY.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. The Lease Contract will remain in force subject to (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over; and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice before the date of the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 3 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

## Resident Life

- 12. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

- 12.1. Photo/Video Release.** When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

- 12.2. Limitations on Conduct.** Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community you, your occupant(s), and your guest(s) must not use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted

“at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (a) the use of patios, balconies, and porches;  
(b) the conduct of furniture movers and delivery persons;  
**and**  
(c) recreational activities in common areas.

- 12.3. Notice of Convictions and Registration.** You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

- 12.4. Attendance and Enrollment.** We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

- 13. PROHIBITED CONDUCT.** You, your occupant(s) or guest(s), or the guest(s) of any occupant(s), may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening

violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;

- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets having gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit; **or**
- (i) heating the apartment with a gas-operated cooking stove or oven.

**14. PARKING.** We may regulate the parking place of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles. Motorcycles, motorized bikes, or scooters may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (a) has a flat tire or other condition rendering it inoperable;
- (b) is on jacks, blocks or has wheel(s) missing;
- (c) has no current license plate or no current registration and/or inspection sticker;
- (d) takes up more than one parking space;
- (e) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (f) is parked in a marked handicap space without the legally required handicap insignia;
- (g) is parked in space marked for manager, staff, or guest at the office;
- (h) blocks another vehicle from exiting;
- (i) is parked in a fire lane or designated "no parking" area;
- (j) is parked in a space marked for other resident(s) or apartment(s);
- (k) is parked on the grass, sidewalk, or patio;
- (l) blocks garbage trucks from access to a dumpster; **or**
- (m) belongs to a resident and is parked in a visitor or retail parking space.

**15. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

**16. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**17. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence, unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be

charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

## 18. CONDITION OF THE PREMISES AND ALTERATIONS.

**18.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties, except the implied warranty of habitability as expressed in *W. Va. Code § 37-6-30*. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**18.2. Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

## 19. REQUESTS, REPAIRS, AND MALFUNCTIONS.

**19.1. Written Requests Required.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

**19.2. Notifications and Requirements.** You must promptly notify us in writing of: water leaks or excessive moisture; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

**19.3. Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We 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, you must notify our representative immediately.

**19.4. Casualty Loss and Equipment Repair.** We'll 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. Air

conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day.

**19.5. Our Right to Terminate for Casualty Loss/Property Closure.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. We also have the right to terminate this Lease during the lease term by giving you at least thirty (30) days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least six (6) months, or if the property is subject to eminent domain. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

## 20. ANIMALS.

**20.1. No Animals Without Consent.** *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

**20.2. Removal of Unauthorized Animal.** We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within twenty-four (24) hours; **and** (2) following the procedures of Paragraph 21 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**20.3. Violations of Animal Policies and Charges.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 500.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**21. WHEN WE MAY ENTER.** If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (b) below may peacefully enter the bedroom or apartment at reasonable times for the purposes listed in (b) below. If nobody is in the bedroom or apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means in an emergency situation) if:

- (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; **and**

- (b) entry is for: responding to your or any co-resident's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**22. NOTICES.** Notices and requests from you or any other resident or occupant of the apartment constitute notice from all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of tenancy termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

**23. SUBLETTING, TRANSFERS, RELOCATION AND REPLACEMENTS.** *Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.*

- 23.1. Transfers.** You must get our prior written approval for any transfer. If transfer is approved, you must:
- (a) be in compliance with all terms of this Lease;
  - (b) execute a new lease or other agreement for the space to which you are transferring;
  - (c) complete all required forms;
  - (d) pay a new security deposit in advance if required; **and**
  - (e) pay transfer fee of \$ 250.00 in advance if you are moving from one apartment to another or \$ 250.00 in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

**23.2. Relocation.** We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

**23.3. Replacement.** If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reletting charge *will not* be due;
- (b) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; **and**
- (c) you *will* remain liable for all Lease Contract obligations for the rest of the original lease contract term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease contract term unless we agree otherwise in writing—even if a new lease contract is signed.

**23.4. Rental Prohibited.** You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your

apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

## Owner's Rights and Remedies

- 24. OUR RESPONSIBILITIES.** We'll act with customary diligence to:
- (a) maintain the apartment and surrounding premises in a fit and habitable condition, subject to Paragraph 18 (Condition of the Premises and Alterations);
  - (b) maintain the premises in a condition that meets requirements of applicable health, safety, fire and housing codes, unless the failure to meet those requirements is your fault or the fault of a member of your family or other person on the premises with your consent;
  - (c) keep clean, safe and in repair all common areas of the premises remaining under our control or that are maintained for the use and benefit of all residents;
  - (d) make all repairs necessary to keep the premises in a fit and habitable condition, unless those repairs were necessitated primarily by your lack of reasonable care or by a lack of reasonable care by a member of your family or other person on the premises with your consent;
  - (e) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by us by a written agreement or by law;
  - (f) provide and maintain appropriate conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the apartment; **and**
  - (g) with respect to apartments supplied by direct public utility connections, supply running water and reasonable amounts of hot water at all times, and reasonable heat between the first (1st) day of October and the last day of April, except where the apartment is so constructed that running water, heat or hot water is generated by an installation within your exclusive control.

Under West Virginia law, we are not required to make repairs if you are in arrears in payment of rent. Therefore, at the time you make any written request for repairs, your rent must be current. You may not make any repairs yourself and deduct the cost from the rent.

- 25. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the West Virginia Uniform Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; **or** (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

- 25.1. Lease Renewal When A Breach or Default Has Occurred.** To the extent permitted by law, in the event that you enter into a subsequent lease with us prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent lease, even if the subsequent lease term has yet to commence. We may terminate said subsequent lease by sending you written notice of our desire to terminate said subsequent lease.
- 25.2. Eviction.** If you default by not paying your rent or by breaching any other lease provision, we may evict you according to state law. In the alternative, or in addition, if

you breach any lease provision other than by not paying your rent, we may end your right of occupancy by giving you written notice to vacate as provided in Paragraph 3 (Term) of this Lease Contract. Notice may be by:

- (a) personal delivery to you or to your lawfully authorized agent; **or**
- (b) if, service by personal delivery cannot be made with reasonable diligence, then service will be made by leaving a copy of the summons and complaint at your usual place of abode with your spouse or other member of your family over sixteen who is willing to accept service. If service is made in this manner we will also mail you a copy (first class mail, postage prepaid) of the summons and complaint to the person to be served at the place where a copy of the summons and complaint were left. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. **In an eviction, rent is owed for the full rental period and will not be prorated.**

- 25.3. Acceleration.** All monthly rent for the rest of the lease contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent (A) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease contract term or renewal period ends; **and** (B) you've not paid all rent for the entire lease contract term or renewal period.

Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Disclaimer: If there is a breach of this Lease Contract and the law does not allow us to evict only the breaching resident, all co-residents may be evicted if only one resident breaches this Lease Contract.

- 25.4. Other Remedies.** If your rent is delinquent and we give you five (5) days' prior written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations on submetering or utility proration provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in Paragraph 9 (Early Move-Out; Reletting Charge), in addition to other sums due. Upon your default, we have all other legal remedies, including tenancy termination. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within ten (10) days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

- 25.5. Mitigation of Damages.** If you move out early, you'll be subject to Paragraph 9 (Early Move-Out; Reletting Charge) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability, less the expense incurred by us in reletting, for past-due and future rent and other sums due.

25.6. **Default by Other Residents.** If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

## 26. OTHER IMPORTANT PROVISIONS.

### 26.1. Representatives' Authority; Waivers; Notice.

*Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.*

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. **No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.**

Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

26.2. **Entire Agreement.** Neither we nor any of our representatives have made any oral promises, representations, or agreements.

26.3. **WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

### 26.4. Miscellaneous.

- (a) Exercising one remedy won't constitute an election or waiver of other remedies.
- (b) Insurance subrogation is waived by all parties.

- (c) All remedies are cumulative.
- (d) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- (e) This Lease Contract binds subsequent owners.
- (f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.
- (g) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- (h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, or deeds of trust, at lender's option.
- (i) All lease contract obligations must be performed in the county where the apartment is located.
- (j) Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.
- (k) Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents and complies with the provisions of W. Va. Code § 24D-2-1, et seq.
- (l) The term "including" in this Lease should be interpreted to mean "including but not limited to."
- (m) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term in Paragraph 3 (Term) begins.

26.5. **Force Majeure.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law.

## End of the Lease

27. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease contract term or renewal period ends unless all rent for the entire lease contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Paragraphs 9 (Early Move-Out; Reletting Charge) and 25 (Default by Resident). You're prohibited from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom and apartment before the applicable notice period for security deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

27.1. **Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

27.2. **Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

28. **SURRENDER AND ABANDONMENT.** You have **surrendered** the bedroom and the apartment when (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

You have **abandoned** the bedroom and the apartment when all of the following have occurred (A) you appear to have moved out in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) you've been in default for non-payment of rent for one (1) month; **and** (D) you've not responded during the one (1) month period as specified in our notice as provided for herein stating that we consider the apartment abandoned. A bedroom or an apartment is also considered "abandoned" ten (10) days after the death of a sole resident.

28.1. **The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the bedroom or apartment; determine any security deposit deductions; and remove property left in the apartment, subject to the notice provisions as set forth in Paragraph 22 (Notices) of this Lease Contract. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but do not affect our mitigation obligations.

28.2. **Property Left In Apartment.** All property left in the apartment after abandonment or surrender of the apartment may be disposed of in accordance with West Virginia law if we exercise our rights under this section. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**28.3. Removal After Abandonment or Surrender.** If your rent is delinquent and you have surrendered or abandoned the apartment (see definitions in Paragraph 28 - Surrender and Abandonment), we will post a notice in writing on the front door of your apartment or in another conspicuous part of the exterior of the apartment, requiring you to pay rent within one (1) month. If the rent is not paid within that time, we shall be entitled to possession of the apartment and may enter the apartment and your right to lease the apartment shall end. Upon regaining possession of the apartment in this manner, we may take, dispose of, or otherwise remove, all personal property located thereon without incurring any liability to you or any other person. We may store your personal property, if we are obligated to do so by law. If we intend to dispose of your personal property, we will give you a written notice posted on the front door or in another conspicuous part of the exterior of the apartment, and sent by first-class mail with a certificate of mailing which provides a receipt of the date of mailing, in an envelope endorsed "Please Forward," addressed and mailed to you at the apartment, any post office box held by you and known to us, and to the most recent forwarding address you provided to us or which is known to us. This notice will advise you that we consider the leased property to be surrendered or abandoned, that any personal property left by you must be removed from the apartment or the place where we have it stored, by a date specified in the notice that is not less than thirty (30) days after the notice was mailed to you or not less than sixty (60) days after the notice was mailed to you if you have notified us that you are on active duty in the armed forces of the United States. If the personal property is not removed within the time provided in the notice, then you forfeit all ownership rights in the personal property and the personal property becomes our property and we may dispose of it as we shall see fit. If the personal property is, in our reasonable judgment, worth more than three hundred dollars and was not removed from the apartment or the place where we have stored it within the time period specified in the notice to you, we will store the personal property for up to thirty (30) additional days if you or any person holding

a security interest in the personal property informs us of their intent to remove the property provided that you or the person holding such security interest pays to us the reasonable costs of storage and removal. If you do not claim the personal property by the end of such additional thirty (30) days, we may dispose of it as we shall see fit.

**28.4. Removal After Eviction.** If a court issues an order specifying the time by which you shall vacate the apartment, that order will provide that if you continue to wrongfully occupy the apartment beyond such time, the Sheriff shall forthwith remove you. When an order is issued granting us possession of the apartment under W.Va. Code § 55-3A-3 and you fail to remove all personal property by that date and time, we may dispose of your personal property without incurring any liability to you or any other person if you inform us in writing that the personal property is abandoned or if we, in our reasonable judgment, believe the property is garbage. We may remove and store your personal property after the date by which you are ordered to vacate the apartment. We may dispose of any stored personal property after thirty (30) days without incurring any liability to you or any other person if you have not paid the reasonable costs of storage and removal to us and you have not taken possession of the stored personal property, or the costs of storage equal, in our reasonable opinion, the value of the personal property being stored. We may leave the personal property in the apartment and may dispose of the personal property left there after thirty (30) days without incurring any liability or responsibility to you or any other person if you have not paid to us the reasonable costs incurred by us in leaving the personal property in the apartment and you have not taken possession of the personal property. If, in our reasonable judgment, the personal property is worth more than three hundred dollars and was not removed from the apartment or place of storage within thirty (30) days with the required fees paid, we will store the personal property for up to thirty (30) additional days if you or any person holding a security interest in the personal property informs us of your or their intent to remove the property provided that you or such person pays us the reasonable costs of storage and removal.

## General Provisions and Signatures

**29. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.

**30. ASSOCIATION MEMBERSHIP.** We represent that either: (A) we or; (B) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

**31. CANCELLATION.** If written cancellation is received within seventy-two (72) hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

**32. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**33. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original or electronic signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. **This Lease Contract is the entire agreement between you and us.** You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**34. SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

**See Additional Special Provisions**

---



---



---

**Before submitting a rental application or signing this Lease, you should review the documents and consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or an electronic signature on this Lease is as binding as an original signature.**

**The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.**

**Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. You are NOT relying on any oral representations.**

**You are entitled to receive a copy of this Lease after it is fully signed.**

**Keep it in a safe place.**

**Resident (sign below)**

---

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

**Owner or Owner's Representative (signing on behalf of owner)**

---

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



Address and phone number of Owner's Representative for notice purposes

331 Beechurst Ave  
Morgantown, WV 26505  
(304) 291-4250

Name and address of locator service (if applicable)

N/A  
N/A  
N/A

After-hours phone number (304) 291-4250  
(Always call 911 for police, fire, or medical emergencies.)

SPECIAL PROVISIONS (CONTINUED). Student Housing Lease Contract: Rent and Charges. The first installment is due on or before August 1, 2023 for the Fall 2023/24 Term. All other payments must be made by the 1st of the month in which they are due, with no grace period.

Multiple horizontal lines for text entry.

NOT A VALID DOCUMENT

ADDITIONAL SPECIAL PROVISIONS



DWELLING UNIT DESCRIPTION. Unit No. 631-B, 331 Beechurst Ave 631 (street address) in Morgantown (city), West Virginia, 26505 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: August 16, 2022

Owner's Name: Core Morgantown LLC

Residents (list all residents): Model Two

LATE FEES: If you don't pay rent in full by 11:59 p.m. on the 6th day of the month, you must pay us the following daily late fees in addition to the initial late fee charge listed in section 4 of the lease contract, The additional late fee amount of \$5.00 added daily for each day rent remains unpaid not to exceed \$100 per month due immediately and without demand. LEASE CONTRACT: DELAY OF OCCUPANCY section is deleted and replaced with the following: Except to the extent otherwise provided by applicable law, if your bedroom is not available for occupancy on the starting date of the lease term, you are not excused from paying rent and other charges as outlined in your lease package, unless we fail to provide you with reasonably comparable alternate housing for that period of time from the start date of the lease term until your bedroom is available for your occupancy. Thereafter, if your bedroom cannot be occupied due to casualty loss or property closure, we will proceed as described in the Causality and Loss section(s) of this Lease Contract. Under no circumstances will we be liable to you for any damages, of any kind, caused by or related to the failure of your bedroom to be ready for occupancy on the start date of the lease term or at any time thereafter.

NOT A VALID DOCUMENT

Resident(s) (All residents must sign)

Date of Signing Addendum

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

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

Owner or Owner's Representative

Date of Signing Addendum

\_\_\_\_\_

\_\_\_\_\_

UTILITY ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 16, 2022 between Core Morgantown LLC

("We" and/or "we" and/or "us") and Model Two

("You" and/or "you") of Apt. No. 631-B located at 331 Beechurst Ave 631

(street address) in Morgantown, WV 26505

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

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) Water service to your dwelling will be paid by you either:

- Water service options: directly to utility provider, water bills to service provider with formula, flat rate, or 3rd party billing.

b) Sewer service to your dwelling will be paid by you either:

- Sewer service options: directly to utility provider, sewer bills to service provider with formula, flat rate, or 3rd party billing.

c) Gas service to your dwelling will be paid by you either:

- Gas service options: directly to utility provider, gas bills to service provider with formula, flat rate, or 3rd party billing.

d) Trash service to your dwelling will be paid by you either:

- Trash service options: directly to utility provider, trash bills to service provider with formula, flat rate, or 3rd party billing.

e) Electric service to your dwelling will be paid by you either:

- Electric service options: directly to utility provider, electric bills to service provider with formula (1, 5), flat rate, or 3rd party billing (Conservice).

f) Stormwater service to your dwelling will be paid by you either:

- Stormwater service options: directly to utility provider, stormwater bills to service provider with formula, flat rate, or 3rd party billing.

g) Cable TV service to your dwelling will be paid by you either:

- Cable TV service options: directly to utility provider, cable TV bills to service provider with formula, flat rate, or 3rd party billing.

h) Master Antenna service to your dwelling will be paid by you either:

- Master Antenna service options: directly to utility provider, master antenna bills to service provider with formula, flat rate, or 3rd party billing.

i) Internet service to your dwelling will be paid by you either:

- Internet service options: directly to utility provider, internet bills to service provider with formula, flat rate, or 3rd party billing.

j) Pest Control service to your dwelling will be paid by you either:

- Pest Control service options: directly to utility provider, pest control bills to service provider with formula, flat rate, or 3rd party billing.

k) (Other) service to your dwelling will be paid by you either:

- Other service options: directly to utility provider, bills to service provider with formula, flat rate, or 3rd party billing.

- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- directly to the utility service provider; or
  - bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - 3rd party billing company if applicable \_\_\_\_\_

**METERING/ALLOCATION METHOD KEY**

- "1" - Sub-metering of all of your water/gas/electric use
- "2" - Calculation of your total water use based on sub-metering of hot water
- "3" - Calculation of your total water use based on sub-metering of cold water
- "4" - Flat rate per month
- "5" - Allocation based on the number of persons residing in your dwelling unit
- "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- "7" - Allocation based on square footage of your dwelling unit
- "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" - Allocation based on a lawful formula not listed here  
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within 30 days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee: \$ 64.20 (not to exceed \$ \_\_\_\_\_)  
 Monthly Administrative Billing Fee: \$ 5.20 (not to exceed \$ \_\_\_\_\_)  
 Late Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)  
 Final Bill Fee: \$ \_\_\_\_\_ (not to exceed \$ \_\_\_\_\_)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 62.40.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

**LANDLORD may estimate any and all utility charges above upon TENANT'S move-out (or at any other time) and such amounts shall be deemed final. TENANT is responsible for all setup, deposits, and activation fees of all utilities not paid for by LANDLORD. TENANT agrees to pay a one-time service fee in the amount of \$62.40 with the first monthly utility bill. This service fee is for administration, billing, overhead and similar expenses and charges**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Resident Signature _____	Date _____
Management _____	Date _____

SAMPLE DOCUMENT  
NOT A VALID DOCUMENT



BED BUG ADDENDUM



Date: August 16, 2022
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 631-B, 331 Beechurst Ave 631 Morgantown 26505

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 16, 2022
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

Unless otherwise prohibited by law, you must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments.

6. NOTIFICATION. You must promptly notify us in writing:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.

You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles.

8. RESPONSIBILITIES. We have an obligation to deliver the dwelling to you in a habitable condition and to maintain it in that condition.

You, your family members and your guests also have an obligation to exercise reasonable care in maintaining the dwelling. If through your fault or lack of reasonable care, bed bugs infest the dwelling, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs.

costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**9. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

---

---

---

---

---

---

---

---

---

---

**Date of Signing Addendum**

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

**NOT A VALID DOCUMENT**

## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate

Bed bugs' increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### Identifying bed bugs

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.





# MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 631-B, 331 Beechurst Ave 631  
 \_\_\_\_\_ (street address) in  
Morgantown  
 \_\_\_\_\_ (city), West Virginia, 26505 \_\_\_\_\_ (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 16, 2022  
 Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**3. ABOUT MOLD.** 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 effects on health. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- 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.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out. Be certain to close any windows when you leave the apartment at night or when you go to bed for the night as a safety measure.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. 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:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. 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 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 5 or 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.

**7. 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, notify us in writing, and we will take appropriate action.

**8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

---

---

---

---

---

---

---

**Date of Lease Contract**

**August 16, 2022**

NOT A VALID DOCUMENT



**COMMUNITY POLICIES, RULES AND REGULATIONS  
ADDENDUM**



*This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:*

Property Owner: Core Morgantown LLC

Resident(s): Model Two

Unit No./Address: #631-B, 331 Beechurst Ave 631, Morgantown, WV 26505

Lease Date: 08/16/2022

**I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.**

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

**Additionally, Resident(s) 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 amenities at the Community. Resident(s) agrees to hold Owner 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 Owner 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 THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.**

**I HAVE CAREFULLY READ THE WAIVER AS CONTAINED IN THIS ADDENDUM, I FULLY UNDERSTAND ITS CONTENTS, AND I FULLY UNDERSTAND THAT BY SIGNING THIS ADDENDUM I AM GIVING UP IMPORTANT LEGAL RIGHTS AND/OR REMEDIES WHICH MAY BE AVAILABLE TO ME. FOR THAT REASON, I HAVE BEEN GIVEN THE OPPORTUNITY TO TAKE THIS ADDENDUM TO AN ATTORNEY OF MY CHOOSING FOR HIS REVIEW PRIOR TO SIGNING THE SAME AND HAVE EITHER HAD THE SAME REVIEWED OR I HAVE KNOWINGLY CHOSEN NOT TO DO SO.**

**II. POOL.** This Community  **DOES;**  **DOES NOT** have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner in writing any time there is a problem or safety hazard at the pool.

**IN CASE OF EMERGENCY DIAL 911**

**III. FITNESS CENTER.** This Community  **DOES;**  **DOES NOT** have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management in writing any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

**IV. PACKAGE RELEASE.** This Community  **DOES;**  **DOES NOT** accept packages on behalf of Residents.

***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

**V. BUSINESS CENTER.** This Community  **DOES;**  **DOES NOT** have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to 30 minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

**VI. AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

**VII. FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 50 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs, are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

**VIII. EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**

**IX. DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

- X. WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

I have read, understand and agree to comply with the preceding provisions.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Owner Representative			Date

NOT A VALID DOCUMENT



**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 631-B, 331 Beechurst Ave 631  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Morgantown  
\_\_\_\_\_  
(city), West Virginia, 26505 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 16, 2022  
Owner's name: Core Morgantown LLC  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Model Two  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.**

- Remote control for gate access.** Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- Cards for gate access.** Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

**4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.**

- If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

**5. REPORT DAMAGE OR MALFUNCTIONS.** Please immediately report, in writing to the office any malfunction or damage to gates, fencing, locks or related equipment.

**6. FOLLOW WRITTEN INSTRUCTIONS.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

**7. PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

**8. RULES IN USING VEHICLE GATES.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report, in writing to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**Resident or Residents**  
*(All residents must sign here)*

---

---

---

---

---

---

---

**Owner or Owner's Representative**  
*(signs here)*

---

**Date of Lease Contract**

**August 16, 2022**

---

NOT A VALID DOCUMENT



## NO-SMOKING ADDENDUM

Date: August 16, 2022  
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 631-B, 331 Beechurst  
Ave 631  
\_\_\_\_\_ (street address) in  
Morgantown  
(city), West Virginia, 26505 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 16, 2022  
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.** All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY.** Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 100 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling  is  is not permitted.

The following outside areas of the community may be used for smoking: Smoking is not permitted on the premises.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.** You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.** We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.



**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.**

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.**

You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.**

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner’s Representative**  
*(Sign here)*

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

NOT A VALID DOCUMENT



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 631-B, 331 Beechurst Ave 631 (street address) in Morgantown (city), West Virginia, 26505 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 16, 2022
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control.

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of West Virginia and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

Date of Signing Addendum

Owner or Owner's Representative (signs here)

Date of Signing Addendum

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.



**ADDENDUM PROHIBITING  
SHORT-TERM SUBLETTING OR RENTAL**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 631-B, 331 Beechurst  
Ave 631  
\_\_\_\_\_ (street address) in  
Morgantown  
\_\_\_\_\_  
(city), West Virginia, 26505 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: August 16, 2022  
Owner's name: Core Morgantown LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Model Two  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

**4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.**

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.**

Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time

**Resident or Residents**  
(All residents must sign)

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

without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

**6. REMEDY FOR VIOLATION.**

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.**

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.**

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.**

The following special provisions control over conflicting provisions of this printed form:

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

**Owner or Owner's Representative**  
(Signs below)

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_



PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 631-B, 331 Beechurst Ave 631 (street address) in Morgantown (city), West Virginia, 26505 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 16, 2022
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 30 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)).

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Date of Signing Addendum



PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 631-B, 331 Beechurst Ave 631 (street address) in Morgantown (city), West Virginia, 26505 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 16, 2022
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials.

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials.

4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials.

5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials.

6. RELEASE OF LIABILITY. You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence.

7. REVOCATION. You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

---

---

---

---

---

---

---

---

**Date of Signing Addendum**

---

NOT A VALID DOCUMENT  
SAMPLE



**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

<b>TENANT</b> Model Two	<b>LANDLORD</b> Core Morgantown LLC	<b>UNIT NO. &amp; ADDRESS</b> 331 Beechurst Ave 631 #631-B, Morgantown, WV 26505
----------------------------	--	--

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is 08/01/2023. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**ADDENDUM REGARDING MEDICAL MARIJUANA USE  
and  
LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME/DRUG FREE ADDENDUM**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 631-B, 331 Beechurst Ave  
631  
\_\_\_\_\_ (street address) in  
Morgantown  
\_\_\_\_\_ (city), West Virginia, 26505 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract date: August 16, 2022  
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

3. The West Virginia Medical Cannabis Act (2017) permits the limited use of medical marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management.

5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

6. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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

**Resident or Residents (sign here)**

**Date of Signing Addendum**

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

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

**Owner or Owner's Representative (signs here)**

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_





SUSTAINABLE LIVING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. 631-B, 331 Beechurst Ave 631 (street address) in Morgantown (city), West Virginia, 26505 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 16, 2022
Owner's name: Core Morgantown LLC

Residents (list all residents - leaseholders and occupants):

Model Two

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract.

3. PURPOSE OF ADDENDUM. This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all.

4. ENERGY EFFICIENCY. The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

Thermostat Settings. During the winter months, Energy.gov (https://www.energy.gov/) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

5. WATER EFFICIENCY - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall water consumption at the Community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

6. WASTE AND RECYCLING - REQUIREMENTS AND SUGGESTIONS.

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit https://www.plasticfilmrecycling.org for additional information.
We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

**7. INDOOR ENVIRONMENT AND WELLNESS.** The following are guidelines which promote the quality of the indoor environment and wellness:

- This Community  is  is not a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.
- Owner provides common area cleaning using only products that have the Green Cleaning® seal or a similar green certification. Owner recommends that Residents also use like products in the cleaning of their units.

**8. SEVERABILITY.** If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**Resident or Residents**  
*(All residents must sign)*

---

---

---

---

---

---

---

---

**Owner or Owner's Representative**  
*(signs below)*

---

**Date of Signing Addendum**

---



ARBITRATION AGREEMENT



1. DWELLING UNIT DESCRIPTION.

Unit No. 631-B, 331 Beechurst Ave 631 (street address) in Morgantown (city), West Virginia, 26505 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: August 16, 2022
Owner's name: Core Morgantown LLC

Residents (list all residents):

Model Two

3. ARBITRATION CLAUSE. We agree that any and all claims between us and/or arising from or relating to this Lease Contract shall be subject to binding arbitration under the Federal Arbitration Act ("FAA"). This includes claims based on contract, tort, equity, statute, or otherwise, as well as claims regarding the scope and enforceability of this provision. This includes all claims by or against You, other Residents, Owner, and Owner's Agents. However, at the election of any party, a court of competent jurisdiction may adjudicate small claims, any request for injunctive relief, and/or any claims for eviction or recovery of possession of the premises, but all other claims will be decided by arbitration under this Lease Contract.

A single Arbitrator shall preside over any arbitration under this Lease Contract and shall render a final, binding decision.

You may choose the American Arbitration Association ("AAA"), JAMS, or other similar arbitration service provider acceptable to us to administer the arbitration. Consistent with the FAA, the Arbitrator shall determine the relevant AAA, JAMS, or other arbitration rules. For AAA and JAMS, these rules can be found at www.adr.org and www.jamsadr.com.

Unless otherwise agreed by the parties, the arbitration shall take place in the county where the relevant Apartment Community is located.

Each party to the arbitration shall pay his, her, or its own costs of arbitration. If you cannot afford your arbitration costs, you may apply for a waiver under the relevant rules.

4. CLASS ACTION WAIVER. The parties waive any right to bring representative claims on behalf of a class of individuals (the "Class Action Waiver"). This Class Action Waiver means that You waive your ability to participate either as a class representative or member of any class action claim(s) against Owner or Owner's Agents ("us"). While You are not waiving any right(s) to pursue claims against us related to Your tenancy, You hereby agree to file any claim(s) against us in Your individual capacity only, and You may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, You expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us in any forum. Any claim that all or any part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined by the arbitration service chosen by the parties.

YOU UNDERSTAND THAT, WITHOUT THIS ARBITRATION PROVISION AND ITS CLASS ACTION WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.

This arbitration provision, and its Class Action Waiver, shall survive the termination or expiration of this Lease Contract.

5. SEVERABILITY. This arbitration provision may be severed or modified if necessary, to render it enforceable.

6. OPT-OUT REQUIREMENT. You may opt-out of this arbitration provision by providing written notice to the Owner within thirty days of signing this Agreement.

7. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident's Acknowledgment

Date of Signing

Blank lines for Resident's Acknowledgment signature.

Blank lines for Date of Signing.

Landlord (or Landlord Agent) Acknowledgment

Date of Signing

Blank line for Landlord (or Landlord Agent) Acknowledgment signature.

Blank line for Date of Signing.



**PROPERTY DAMAGE LIABILITY WAIVER**

**APARTMENT UNIT DESCRIPTION.** Apt. No. 631-B, 331 Beechurst Ave 631

(street address) in Morgantown  
(city), WV (state), 26505 (zip code).

**LEASE CONTRACT DESCRIPTION.** Lease Contract date: August 16, 2022

Owner's name: Core Morgantown LLC

Residents (list all residents): Model Two

**TENANT'S INSURANCE:**

TENANT shall acquire and maintain for the TERM of the LEASE a standard tenant liability insurance policy with liability coverage of at a minimum of \$100,000 per occurrence for TENANT'S legal liability for damage to LANDLORD'S property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage and such other coverages described in any addendum attached hereto (the Liability Policy"). TENANT'S Liability Policy shall name LANDLORD as an additional interest. In the event that TENANT fails to obtain, maintain and deliver to LANDLORD such written proof of the Liability Policy, LANDLORD shall have the right, but not the obligation, and TENANT automatically elects for LANDLORD to procure such policy coverage on TENANT'S behalf through the Landlord Required Insurance Policy ("LRIP"). In this event the TENANT will be charged a Landlord Required Insurance Policy Fee of **\$12.00 per month** and 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. National Student Services, Inc. (<https://www.nssi.com/portal/sternrisk>) offers coverage through its Personal Property Protection Program which is being referred to in this LEASE merely for the convenience of TENANT as an example of such a program. LANDLORD makes no representations or warranties whatsoever regarding National Student Services, Inc. or its Personal Property Protection Program and TENANT is encouraged to speak with a qualified insurance professional about available coverages. TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD'S insurer for injury to any person and damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT or 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.

THIS PAGE INTENTIONALLY LEFT BLANK

NOT A VALID DOCUMENT  
SAMPLE

**Resident(s)**

*(All residents must sign)*

---

---

---

---

---

---

---

**Date of Signing Addendum**

---

---

---

---

---

---

---

**Owner or Owner's Representative**

---

**Date of Signing Addendum**

---