campus apartments®

LEASE

NFV - (Revised 08/12/2026)

SUMMARY OF LEASE TERMS:

Name of Apartment Community: The Cottages on Port Republic **Date:** _____

Address of Apartment Community: 2100 Aspen Heights Lane, Harrisonburg, VA 22801

Resident Name(s): _____ ("you" or "your")

Landlord: CREP II HARRISONBURG LLC ("us", "we" or "our")

Management: **Campus Apartments Management, LLC** ("Management")

Management Office Address: 2100 Aspen Heights Lane, Harrisonburg, VA 22801

Lease Term: Starting Date: _____ (beginning at 12:00pm) Ending Date: _____ (expiring at 12:00pm)

Lease Type: ☐ By the Unit (Joint and Several Lease) or ☒ By the Bed (Individual Lease)

Unit Type: #_____ Bed(s)/Bedroom(s) #_____.0 Bath(s)

Premises: Apartment #_____; Bedroom #_____ (if applicable)

SUMMARY OF RENT, FEES & DEPOSITS:

No additional fee, security deposit, or rent shall be charged unless it is listed below or incorporated into this Lease by way of a separate addendum after execution of this Lease. This does not include any penalty fees or charges incurred as a result of a violation of the terms of the Lease including, but not limited to, late fees, insufficient funds or failure to obtain insurance, which are set forth in the Lease.

Base Rent for the Lease Term: $_____, payable in equal monthly installments of $_____

Additional Monthly Fees / Additional Rent (If Applicable):

Monthly Parking Fee:	**$**
Monthly Pet Rent:	**$**
Premium Unit Fee:	**$10.00/$15.00**
Monthly Storage Fee:	**$**
Monthly Utility Fee:	**$**
Monthly Furniture Fee:	**$20.00**
Double Occupancy Fee:	**$200.00**
Conservation Fee:	**$**
Resident Services Fee	**$15.00**
Lease Term Premium:	**$**

Total Monthly Installment of Base Rent, Fees and Additional Rent: $_____

Initial Fees,* Deposits and/or Costs (If Applicable):

Application(s) Fee:	**$50.00**
Administration Fee:	**$100.00**
Security Deposit:	**$**
Early Move-In Fee:	**$350.00**
As-Is Move-in Fee:	**$50.00**
Pet Fee:	**$**
Pet Deposit:	**$**
Amenity Fee:	**$**
Reservation Fee:	**$**
Utility Administration Fee : $66.00**	
First Month's Rent:	**$**
Last Month's Rent:	**$**
Transfer Fee*:**	**$500.00**

***All fees are per person; **Annual Fee; ***Only applicable if transferring**

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This Lease is made and entered into this _____ day of _____ 20____, by and between Landlord and Resident, upon the terms and conditions stated below. Any capitalized terms used in this Lease, but not otherwise defined, will have the meaning set forth in the Summary of Lease Terms above.

1. RENT.

a. You will pay to Landlord Base Rent for the Lease Term in the amount of $_____ , payable in advance, in equal monthly installments of $_____. Base Rent and all incidental charges, fees, penalties or other amounts that may be due and payable from you under this Lease will together be referred to in this Lease as "Rent". Rent will not be prorated for partial months except as indicated for First Month's Rent and/or Last Month's Rent under Initial Fees above. You understand that the full amount of Rent is due even though the Lease Term is less than 365 days.

Your Rent does NOT include the following utilities which you must pay separately to the utility provider as detailed herein: ☒ Electricity; ☒ Gas; ☒ Heating Oil; ☒ Water; ☒ Sewer; ☐ Trash; ☐ Internet; ☒ Cable. You acknowledge that no portion of the rent is intended to pay for any portion of the checked utilities that are attributed to your Unit.

b. You will pay a full Monthly Installment of Rent before you move in to cover the part of Rent from the Starting Date through the last day of that month. Your next monthly installment of Rent will then be due on or before the 1st day of the second month of the Lease Term. For subsequent months, you will pay us the monthly installment of Rent on or before the 1st day of each month, in advance, and without us having to make a demand for payment. However, we also reserve the right to collect the last monthly installment of Rent before you move in. Rent is payable at the Management Office Address listed above (or at such other place of which we notify you in writing). For your convenience, the bills sent to you by our third-party billing provider will also list your rent and related charges. You have no right to withhold Rent for any purpose, even an Act of God, or to reduce any Rent payable to us by any of your costs or damages against us. We can require that all money payable to us is to be paid by electronic payment through the ResidentPortal to the extent permitted by law. You will be responsible for any fees in connection with electronic payments to the extent permitted by law. Your obligation to pay Rent is a promise by you, which is independent from all of our promises, duties and obligations. Rent is payable for the entire Lease Term, regardless of whether you vacate the Premises before the Ending Date for any reason including, but not limited to, withdrawal or transfer from school, loss of job, loss of co-residents or poor health.

c. Regardless of whether it is a holiday or weekend, all monies due but not received by close of business on the 5th day of the month are considered late. If any portion of your monthly payment is not received by the above date, you will be assessed an initial late fee of ☐ $_____ plus $_____ per day or ☒ 10% percent of outstanding balance beginning on the above date until the date paid, or ☐ _____ percent of outstanding balance beginning on the above date plus $_____ per day until the date paid. We will not charge late fees in excess of $150.00 per month. You also agree to pay either ☒ [a service fee of $50.00 for each NSF or rejected automated clearing house draft plus the above late fees] or ☐ [a fee equal to 1% of the face value of the check plus an additional fee equal to the fee charged by the bank to Management plus the above late charges until we receive acceptable payment].

d. At our option, we can accept a partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder, regardless of whether or not you have made notations on money orders and regardless of when the obligation came about.

e. You are liable for all costs or charges associated with us providing special services to you or on your behalf and for all fees or fines as described in this Lease, all Addenda to this Lease and the Resident Handbook.

f. Rent may be increased due to the addition of any or all of the Additional Monthly Fees during the Lease Term, or any other amendment to this Lease that requires a reoccurring monthly payment, which shall be treated as additional rent.

g. At our option, and without notice to you, any money that we receive from you can first be applied to any outstanding charges (including, but not limited to, late fees, damage or repair charges, fines, utility overages, etc.) that you owe us and then to the current monthly installment of Rent, regardless of whether or not you have made notations on money orders and regardless of when the obligation came about. If the payment you make does not cover the total charges outstanding, then you will immediately pay the difference, plus any late fees.

2. LEASE TERM. The Lease Term starts on the Starting Date at noon and ends at noon on the Ending Date. You do not have any right to renew this Lease and this Lease automatically terminates on the Ending Date. You cannot occupy your Premises until we receive all Rent required to be paid before you move in and have completed and executed lease documents and the Guaranty, if required. Even if we cannot provide the Premises to you when we are supposed to, we will not be liable to you for damages because of the delay. However, no Rent will be due for the period in which you were unable to occupy the Premises. Until we can provide the Premises to you, we may relocate you to another Bedroom and/or Apartment, as the case may be, in the Apartment Community or another facility. If we cannot provide the Premises to you, or you are not relocated, within thirty (30) days of the Starting Date, then you will have the right to terminate this Lease by giving us written notice before we provide the Premises to you, and upon such termination we will refund any Security Deposit and any Rent previously paid by you. Except as set forth in this Section, no other remedy is available to you, and you waive your right to any other remedy.

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3. PREMISES DESCRIPTION. This Lease is between you and us. We agree to Lease to you, and you agree to Lease from us, the "Premises". If "By the Bed" is the Lease Type checked in the Summary of Lease Terms and you are leasing a Bedroom as specifically identified in the Summary of Lease Terms, then the Premises is defined as including each of the following:
a. Your sole use of the Bedroom and Bathroom (if the Apartment has separate bathrooms for each bedroom) in the Apartment;
b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
c. Your sole use of the furniture within the Bedroom (if provided by us), and your joint use of all appliances and furniture within the Common Areas of the Apartment;
d. Your joint use of the mailbox and your sole use of the Assigned Parking if one or both have been assigned to you. If the postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the mailbox, but assume no liability and you release us from liability for misdelivery, delays in delivery, failure of delivery or lost or damaged packages, envelopes or any other type of mail delivery. At the Ending Date, you will notify the U.S. Postal Service to forward your mail to such address as you may specify. We have no obligation to forward your mail.

If "By the Unit" is the Lease Type checked in the Summary of Lease Terms, then the Premises is defined as the entire Apartment and any references in this Lease to "Bedroom" means the entire "Apartment".

4. BEDROOM AND UNIT ASSIGNMENT. At our option, we may not assign a rental space at the time of the execution of this Lease. You expressly understand and agree that our failure to assign a rental space at the time of the execution of this Lease will not relieve you of your responsibilities under this Lease. You agree that this Lease will remain effective so long as we are able, on or before the Starting Date, to assign a rental space similar to the one otherwise specified in this Lease to you. We have the right to assign a roommate to any unoccupied bedroom in the Apartment before or during the Lease Term without notice. While we will not act arbitrarily, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Apartment Community, upon fifteen (15) days' written notice to you.
a. If this Lease is signed by you, listing only the Unit Type and not an Apartment or Bedroom, we may at a time deemed appropriate by us, assign you an Apartment or Bedroom, as the case may be. To the extent practical in our sole judgment, we will try to honor requests for a specific Apartment or Bedroom. However, if we cannot accommodate your request this does not release you from your obligations under this Lease. You understand that your Rent may be increased or decreased from the Rent listed above due to premiums assessed for location, view or other value added or lost variations from the basic Unit Type requested. You understand that if this Lease is signed by you listing only the Unit Type and not an Apartment or Bedroom that the Lease is subject to availability. We cannot guarantee the availability of the Unit Type you have leased.

5. USE/OCCUPANTS. Only you can live in the Premises. It will be used only as a private residence and for no other purpose. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their Lease. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPATIBILITY OR CONDUCT OF ANY ROOMMATES PLACED IN THE APARTMENT. IN NO EVENT ARE WE LIABLE FOR ANY DAMAGES WHETHER DIRECT OR INDIRECT, GENERAL OR SPECIFIC, ARISING OUT OF, OR RELATING TO, THE CONDUCT OF ANY OF YOUR ROOMMATES.

6. GUARANTY. At our option, the sponsor's guaranty (the "Guaranty") provided to you must be signed and returned to Management by the earlier of (i) fourteen (14) days after the date of this Lease or (ii) the Starting Date. At our option, we may terminate this Lease and your right to possession of the Premises if the Guaranty is not timely signed and returned to Management. If we choose not to terminate this Lease at such time, you are in no way released from any of your obligations under this Lease; however, we still have the right to terminate the Lease at any time before we receive the fully executed Guaranty. The fact is that regardless of whether there is or is not a Guaranty, you still have to pay us Rent and are bound by all the other obligations of this Lease. The Guaranty is just an additional assurance to us that the Rent gets paid and the other obligations under this Lease get performed.

7. MOVE-IN. A "Resident Move-In Form" will be provided to you at the time that you move into the Premises. Within forty-eight (48) hours, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for damages and defects included on your "Resident Move-In Form", you accept the Premises, fixtures, appliances and furniture "as is" and "with all faults". WE MAKE NO EXPRESS WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES AND FURNITURE.

8. MOVE-OUT. No move-out will release you from your remaining obligations under this Lease. When you leave, whether on or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances and furniture

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in the Bedrooms and Common Areas, must be clean and in good repair and condition. You must remove all trash and debris. You must follow any move-out instructions provided to you by us. If you do not or if the Premises or any furniture or appliances have been damaged, you will be liable for the charges listed in the Resident Handbook or any move-out notice or such other reasonable charges to complete such cleaning, repair or replacement. You have the option to be present at the move-out inspection; if you are not, you agree to accept our assessment of damages and charges when we inspect.

a. If you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to us.

b. Damage to your Bedroom and its furnishings is your sole responsibility; damage to the Common Areas and its furnishings and appliances are the joint and several responsibilities of all residents of the Apartment.

c. All keys must be returned to us. If all keys are not returned to us, you must pay all costs to re-key the Premises.

d. If you move out permanently prior to the Ending Date, you are not released from liability under this Lease (even if you turn in your keys) and we can apply your Security Deposit to your account. You will be responsible for monthly installments of Rent through the Ending Date. There is no early termination clause in this Lease.

9. HOLDOVER. If you still occupy the Premises past the Ending Date, you will be in violation of this Lease and will owe us up to and including two times the total Monthly Installment of Rent, to the extent permitted by law, for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages, the damages of any contractor scheduled to perform work in the Premises and the damages of the person who could not move in because of your holdover.

10. ASSIGNMENT, SUBLETTING AND RELETTING. You cannot assign or sublease any part of your Premises to another person without our prior written consent, but the giving of our consent is at our sole judgment. Even if we agree to an assignment or sublease, you will still be liable for all of the obligations under this Lease unless we specifically agree, in writing, to release you. Our consent to one or more assignments or sublease will not be a waiver of our rights of consent in the future. If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied to place a new resident in the unoccupied bedroom.

a. A reletting charge will be due if you (1) fail to move in; (2) move out before the Ending Date; (3) are judicially evicted; or **(4) have a Lease modification during the term of this Lease.**

b. You will be liable for a reletting charge equal to 100% of the highest monthly installment of Rent during the Lease Term. In no event will we be required to relet your unit or bed space before leasing other available units or bed spaces in the community. No relet will be approved unless no monies are owed pursuant to this Lease. Additionally, you must complete a Relet and Release Acknowledgement, and you must abide by all provisions contained in that form. The reletting charge is not a cancellation or buyout fee and does not release you from your obligations under this Lease, including your obligation to pay Rent.

11. SECURITY DEPOSIT AND FEES.

a. Once you sign the Lease application, you may be required to deposit a Security Deposit, at our option, (this may be in the form of an application deposit which is transferred over as the Security Deposit) with Management as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate this Lease). Among other items, any damage to the Premises, the cost of labor and materials for cleaning and repairs, and the amount of delinquent payments, late charges and other amounts you owe us under this Lease may be deducted from the Security Deposit. If, prior to the date of your moving out, the Security Deposit is reduced because we applied all or part of it to your unpaid obligations, you agree that within three (3) days after receipt of written notice from us, you will deposit with Management the funds necessary to restore the Security Deposit to its full amount. You cannot use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. If you have notified us of your forwarding address, you agree that we have the maximum number of days allowed by law to return any unused portion of the Security Deposit to you after the expiration or termination of this Lease. Along with that return, and so long as you do not owe us Rent at the time of your surrender of the Premises, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community, your Security Deposit will be transferred to the new owner, and we will not have any further liability to you for the return of all or any portion of the Security Deposit – you must look to the new owner. The Security Deposit will be deposited at M&T Bank in an ☐ [interest-bearing] ☒ [non-interest bearing] account. Any interest earned on the Security Deposit be paid in accordance with state law.

b. You will be responsible for paying the following charges (if applicable): unpaid rent; unpaid costs and fees for utilities; costs of repairs or replacements for damages you or others in the Premises have caused; replacement costs for our missing property or appliances; new batteries for smoke detectors or alarms; costs of cleaning beyond normal; costs of utility service calls to remove equipment that you should have turned in; our trips to open the Premises if you don't have your keys; unreturned keys or the cost of rekeying the Premises if all keys are not turned in; missing or burned out light bulbs; removing or rekeying unauthorized security devices or alarm systems; removing and storing property remaining in the Premises after your move-out; removing illegally parked vehicles; false alarm charges; charges for unauthorized animals; fines and fees for violation of our rules or any code or law; late payment, returned and/or refused payments; costs of removal of any unauthorized animal; costs of eviction (including legal fees, bonds, and court costs); and other sums due under this Lease.

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c. In addition to the Security Deposit, at our option, you may be required to pay certain other deposits and fees to Management, including, but not limited to, reservation fees, parking fees, pet fees, storage fees, utility fees, application fees, administration fees, activity fees, amenity fees, redecorating fees and such other fees and deposits listed in the Summary of Rent, Fees and Deposits. The only purpose of the Reservation Fee is to place your name on a reservation list for an unspecified Apartment or Bedroom, as the case may be, in the Apartment Community, although this does not guarantee you any living arrangements. However, if we are unable to provide you an Apartment or a Bedroom, as the case may be, we will refund the Reservation Fee to you. If we can provide you with an Apartment or a Bedroom, as the case may be, the Reservation Fee is ours to keep. If we do not receive the Reservation Fee within fifteen (15) days after the date you sign this Lease, this Lease may be cancelled by us at our option.

12. UTILITIES. Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum. You and your roommates are jointly and severally liable for payment of utilities that are required to be paid by you and/or your roommates. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including internet access) to the Premises, or any damage directly or indirectly caused by the interruption, surge or failure.

13. APARTMENT COMMUNITY GUIDELINES. You must comply with all written rules and policies, including those defined in the Resident Handbook for the Apartment Community. The Resident Handbook and the rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time in our sole judgment. You will be notified of any significant changes pursuant to our normal notification protocols and by posting the revised handbook on the website. A violation of the Resident Handbook is a violation of this Lease. If you are a student at a College or University serviced by the Apartment Community, then you must also comply with all such College or University rules and regulations and student codes of conduct, which are also a part of this Lease. If you are a student at a College or University served by the Apartment Community, any violation of the College or University rules or regulations and student codes of conduct is a violation of this Lease.

14. MAINTENANCE, ALTERATIONS AND REPAIRS. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will maintain the Premises in a neat, clean and sanitary condition and free from pests and rodents. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in the wall for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us within ten (10) days after we send you an invoice for the cost of all repairs made necessary by you or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community, including, without limitation, damage from waste water or plumbing stoppages caused by foreign or improper objects in lines and facilities serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open, and repairs or replacements to security devices necessitated by misuse or damage by you (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within ten (10) days after we send you an invoice. Your obligations to pay the charges described in this Section will continue after the Ending Date. Our repair costs may include a fifteen percent (15%) overhead charge.

a. You must not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under state law. After you move in you are responsible for keeping the smoke detector in working order. We can require that you pay in advance all costs relating to the replacement or repair of a security device if due to your misuse or damage.

b. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security devices or smoke detectors, or if a smoke detector is not properly functioning, the request to us must be in writing. In case of malfunction of utilities or damage by fire, water, or similar cause, or injuries, accidents or property damage occurring in the Apartment, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing immediately of: water leaks, electrical problems, carpet holes, broken glass, and any condition which you reasonably believe poses a hazard to health or safety. Once we receive the notice we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce Rent.

c. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.

d. We are not liable to you for any inconvenience, discomfort, disruptions or interference with your use of the Premises when we are making repairs, alterations or improvements to the Premises, the Apartment or the Apartment Community. If you request any repairs that are required to be performed by us under this Lease, they will be done during our usual working hours.

15.INSURANCE. We are not liable to you for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, or surges or interruption of utilities or other casualty: except to the extent that such injury, damage or loss is caused by our gross negligence. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. You will look to your own insurance for

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recovery of any loss resulting from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, theft, vandalism, surges or interruption of utilities and/or other casualty. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance, you bear the full risk of your own loss.

For the duration of the Lease, you are required to maintain and provide the following minimum required insurance coverage:

- $300,000 Limit of Liability for Resident'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 ("Required Insurance").

You are required to furnish us with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal or replacement period lease. If at any time you do not have Required Insurance, you are in breach of the Lease and we shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from you for all costs and expenses associated with such purchase.

Evidence of insurance must be uploaded to **https://www.ho4verify.com/resident_portal/CampusApartments**

You may obtain Required Insurance or broader coverage from an insurance agent or insurance company of your choice. If you furnish evidence of such insurance, you must name Landlord as Additional Interest or interested party and maintain the insurance for the duration of the Lease.

The Cottages on Port Republic
P.O. Box 19219
Atlanta, GA 31126

If you do not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Landlord Required Insurance Policy ("LRIP"). The coverage provided under the LRIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Landlord for the LRIP coverage shall be charged to you by the Landlord as a recoverable expense or fee under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LRIP is designed to fulfill the insurance requirement of the Lease. Landlord is the Insured under the LRIP. This is single interest insurance. You and your guarantor are not an Insured, Additional Insured or beneficiary under the LRIP. All loss payments are made to the Landlord.
2. LRIP coverage is NOT personal liability insurance or renter's insurance. LRIP does not cover your personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If you require any of these coverages, then you should contact an insurance agent or insurance company of your choice to obtain personal liability insurance or renter's insurance to protect your interests.
3. Coverage under the LRIP may be more expensive than the cost of Required Insurance obtainable by you elsewhere. At any time, you may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under the Lease.
4. If you have purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Landlord may purchase LRIP without notice and add the total cost associated therewith to your monthly rent payment.
5. Licensed insurance agents may receive a commission on the LRIP.
6. The total cost to you for the Landlord obtaining LRIP shall be eighteen dollars ($18.00) per month. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies and also includes a three dollar ($3.00) administrative expense fee for the expense of processing monthly payments and administering this program. There are no other fees, cost or charge added to or included within this total cost.
7. In the event that loss or damage to Landlord's property exceeds the amount recovered from LRIP or Required Insurance, you shall remain contractually liable to Landlord for such amount. In the event of liability to any other party for bodily injury or property damage, you shall remain liable to such other party.
8. It shall be your duty to notify Landlord of any subsequent purchase of personal liability or Renters Insurance by uploading it to https://www.ho4verify.com/resident_portal/CampusApartments.

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16. LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW YOU, FOR YOURSELF AND ALL OTHER PARTIES, RELEASE US FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND/OR DAMAGES FOR (i) LOSS OR THEFT OF YOUR AND ANY OTHER PARTY'S PERSONAL PROPERTY, (ii) ACCIDENTS OR INJURIES TO YOU, OR ANY OTHER PARTY, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY, AND/OR (iii) MOLD, MILDEW OR OTHER POTENTIALLY HEALTH AFFECTING SUBSTANCES OR CONDITIONS IN THE APARTMENT, EVEN IF CAUSED IN PART (BUT NOT IN WHOLE) BY OR RELATED TO OUR NEGLIGENCE. YOU ASSUME FOR YOURSELF AND ANY OTHER PARTIES, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK. WE ARE NOT OBLIGATED TO PROVIDE ANY HEALTH OR MEDICAL CARE TO YOU OR TAKE ANY ACTION WITH RESPECT TO ANY MEDICAL CONDITION, ALLERGY OR DIETARY PREFERENCES. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF LOSS, CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, REMEDIATION COSTS AND EXPENSES OF WHATSOEVER KIND, INCLUDING, BUT NOT LIMITED TO, LEGAL AND CONSULTING FEES, THAT WE MAY AT ANY TIME SUSTAIN OR INCUR BY REASON OF ANY AND ALL CLAIMS ASSERTED AGAINST US TO THE EXTENT THAT SUCH CLAIMS AROSE OUT OF OR AS A RESULT OF ANY BREACH OF THIS LEASE BY YOU OR BY OTHERS, OTHER THAN US.

17. LOSS. If in our sole judgment, the Premises, the Apartment Community or any part of the Apartment Community is materially damaged, we may terminate this Lease within a reasonable time after such determination by giving you written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and deposit(s) less lawful deductions. If we determine not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there may be a reasonable reduction of Rent for the unusable portion of the Premises unless you were the cause of the damage. Alternatively, we may choose to relocate you to another apartment or even another comparable facility.

18. RIGHT OF ENTRY. We, and our respective agents, employees, repairers, servicers and representatives may, without notice or with notice in accordance with applicable law, at any time, enter the Premises for any reason that we deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any unoccupied bedroom in the Apartment for re-rental, to inspect the Apartment for the presence of mold or other conditions or to make repairs or remedy any violation of this Lease to the Apartment. Notwithstanding our rights, nothing in the preceding sentence or any undertaking by us under the preceding sentence (a) creates any obligation on us to perform any such inspections or any duty to act which otherwise would not be present or (b) releases you of your obligations to inspect, maintain, repair or report, or otherwise, under this Lease. The entry can be gained by use of a passkey or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage). We can also enter the Premises, upon giving you prior notice, to show a bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents. You are not allowed to install additional or alternate locks on the doors of the Apartment. Changing locks is expressly prohibited.

19. DEFAULT. You are in violation of this Lease if:
a. You fail to pay Rent, or any other amount owed under this Lease when due;
b. You violate this Lease or any Addenda to this Lease, the Resident Handbook, any other Apartment Community rules and policies or any laws, codes or ordinances;
c. Any of the utilities, which are payable by you or the other residents of the Apartment are disconnected or shut off because of nonpayment;
d. You fail to move into the Premises or, if you abandon the Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the Bedroom for five (5) consecutive days);
e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
f. You are arrested for any offense involving actual or potential physical harm to a person or property, or possession, use, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia;
g. You engage in or permit (i) any drug related criminal activity, (ii) any activity that endangers the health or safety of other residents, (iii) any activity that, in Landlord's sole judgment, is injurious or harmful to the Apartment Community or its reputation, (iv) the possession or use of any weapons in the Apartment or the Apartment Community, or (v) any act of violence in your Apartment or the Apartment Community;
h. You fail to pay any fine within ten (10) days after it is levied in accordance with this Lease, any Addenda to this Lease or the Resident Handbook; or
i. You allow a previously evicted resident or occupant to reside in your Apartment.

20. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than as provided in this Section) in addition to other remedies allowed by law:
a. Collect any fine imposed under this Lease, any Addenda to this Lease or the Resident Handbook;
b. Sue to collect past due Rent and any other damages we have incurred because you violated the Lease;

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c. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date or until another person that we approve and accept in writing takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);
d. Terminate your right to occupy the Premises but not terminate this Lease nor end your monetary obligation for the Premises;
e. Terminate this Lease and your right to occupy the Premises and institute an action for eviction;
f. Report all violations to credit reporting agencies as permitted by law; and,
g. Do any combination of the above named remedies or any other remedies allowable at law or in equity.

In addition to the foregoing remedies, if you commit any violation of Section 19, paragraph f. or g. of this Lease, we can immediately require you to vacate the Premises within 24 hours after notice from us.

The Landlord shall have the option to cancel this Lease in the event of any default for any prior Lease period upon written notice to Tenant.

21. CUMULATIVE REMEDIES. The exercise of any remedy by us will not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to vacate the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

22. COSTS AND FEES. In the event we bring an action against you because you violated this Lease, we can recover all costs or fees we incur, including reasonable attorneys' fees, as part of any judgment (except in Arizona and Florida where the prevailing party may be awarded reasonable attorney's fees).

23. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership of the Apartment Community, it can, at its discretion, end this Lease or elect to continue this Lease in which event you will recognize such Lender as your Landlord hereunder. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community. Upon written notice from a Lender, you will pay your Base Rent and other amounts payable under this Lease to such Lender.

24. SALES. Any sale of the Apartment Community will not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of the landlord from and after the date of such sale.

25. RESIDENT INFORMATION. If you or the Guarantor have supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information about you or your rental history for law enforcement, governmental or business purposes, you agree that we are permitted to provide it.

26. GENERAL. Timing is very important in the performance of all matters under this Lease. Time is of the essence of this Lease. Your execution of this Lease confirms that neither we nor any of our representatives have made any representations or agreements. This Lease is the entire agreement between you and us. We make no representations or warranties that all residents of the Apartment Community will be or will not be students. All amenities (including cable TV) at the Apartment Community are provided as a privilege and license granted by the Landlord and do not constitute a contractual right except as otherwise provided in the Lease. Landlord may change the character of, close or discontinue any amenity based upon the needs of the Landlord and at Landlord's sole and absolute discretion without notice, obligation, or recompense to Resident. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to enter into, waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us. All Lease obligations are to be performed and enforced in the county where the Apartment Community is located, and the law of the State in which the Apartment Community is located will govern. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights will not be a waiver under any circumstances of our future right to enforce such rights. Omission of initials as indicated throughout the Lease does not invalidate all or any part of this Lease. If any part of this Lease is not valid or enforceable, it will not invalidate the remainder of this Lease. If more than one person signs this Lease, then the liability of all such persons to us will be joint and several and references to "Resident" or "you" in this Lease will be deemed to include all such persons that sign this Lease or may otherwise be accountable for and responsible for your actions or inactions. In addition, for the purposes of this Lease, the reference to "you" with respect to any defaults, violations or liabilities of the Resident or with respect to any disclaimers of liability, indemnities, waivers or releases from the Resident, will mean "you", "your guest(s)", "your family member(s)", "your invitee(s)", and "any other parties related to you or who are at the Apartment Community or the Premises because of you". For purposes of this Lease, all references to "we" in any disclaimers of liability, releases, waivers or any indemnities by you will mean, and be in favor of, us, Management, and any employees, officers, directors, members, affiliates, successors and assigns of us, Management and any of them. This Lease may be executed electronically, by facsimile or PDF and in counterparts.

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27. LIABILITY OF LANDLORD. If we violate this Lease, you waive any right to damages (and those of anyone else) which exceed our equity in the Apartment Community, but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us thirty (30) days to cure it.

28. SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHERS' SAFETY AND SECURITY. READ THE SAFETY GUIDELINES CONTAINED IN THE RESIDENT HANDBOOK. NONE OF OUR SAFETY MEASURES ARE AN EXPRESS OR IMPLIED WARRANTY OF SECURITY OR ARE A GUARANTEE AGAINST CRIME OR OF A REDUCED RISK OF CRIME. WE ARE NOT LIABLE TO YOU FOR INJURY, DAMAGE, OR LOSS TO PERSON OR PROPERTY CAUSED BY CRIMINAL CONDUCT OF OTHER PERSONS INCLUDING THEFT, BURGLARY, ASSAULT, VANDALISM, OR OTHER CRIMES OR YOUR PERSONAL CONFLICT WITH YOUR ROOMMATES, OR ANY OTHER REASON. WE ARE NOT OBLIGATED TO FURNISH SECURITY PERSONNEL, SECURITY LIGHTING, SECURITY GATES OR FENCES, OR OTHER FORMS OF SECURITY AND WE CAN DISCONTINUE ANY OF SUCH ITEMS PROVIDED AT ANY TIME WITHOUT NOTICE. YOU UNDERSTAND THAT WE HAVE NOT MADE ANY REPRESENTATIONS, EITHER WRITTEN OR ORAL, TO YOU CONCERNING THE SAFETY OF THE APARTMENT COMMUNITY OR THE PREMISES OR THE EFFECTIVENESS OR OPERABILITY OF ANY SECURITY DEVICES OR SECURITY MEASURES AT THE APARTMENT COMMUNITY OR THE PREMISES. YOU UNDERSTAND THAT WE DO NOT WARRANT NOR GUARANTEE THE SAFETY OR SECURITY OF YOU AGAINST ANY CRIMINAL, TORTIOUS OR WRONGFUL ACTS OF ANY PERSON. YOU UNDERSTAND THAT SECURITY DEVICES OR MEASURES MAY FAIL OR BE THWARTED BY CRIMINALS OR BY ELECTRICAL OR MECHANICAL MALFUNCTIONS. THEREFORE, YOU UNDERSTAND THAT YOU SHOULD NOT RELY ON SUCH DEVICES OR MEASURES AND SHOULD TAKE STEPS TO PROTECT YOU AND YOUR EXISTING PROPERTY AS IF THESE DEVICES OR MEASURES DID NOT EXIST. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY MALFUNCTIONS INVOLVING LOCKS, DOORS, PROTECTIVE DEVICES OR WINDOWS IN WRITING. YOU, FOR YOURSELF AND ALL OTHER PARTIES, HEREBY RELEASE ALL, AND COVENANT NOT TO SUE US, AND WAIVE ANY AND ALL LIABILITY OF, AND ALL CLAIMS, SUITS, ACTIONS AND CAUSES OF ACTION AGAINST US WITH RESPECT TO ANY AND ALL PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY AND ALL OTHER OCCURRENCES SUFFERED BY YOU OR ANY RELATED OR UNRELATED PARTY AS A RESULT OF ANY CRIMINAL, TORTIOUS OR WRONGFUL ACT BY ANY PERSON, INCLUDING, WITHOUT LIMITATION, ANOTHER RESIDENT OF THE APARTMENT COMMUNITY, BUT EXCLUDING GROSS NEGLIGENCE AND WILLFUL MISCONDUCT BY US TO THE EXTENT PERMITTED BY LAW.

29. MOLD. Whether or not you experience mold growth in the Premises depends largely on how you manage and maintain your Apartment, and on your prompt notice to us of mold conditions. We will not be responsible for any injuries or damages to you or any other person relating to mold caused, in whole or in part, by your failure to clean and maintain the Premises as herein required, or to promptly notify us of conditions in need of repair or maintenance. You understand that the Apartment is subject to mold or mildew growth if not properly maintained or if excessive moisture is present. You agree to maintain the Apartment in a manner that prevents excessive moisture and the occurrence of mold or mildew growth in the Apartment. As part of your compliance with this general obligation, you agree to do the following:

a. Keep the Apartment, including without limitation the kitchen and bathroom areas, clean and dry.

b. Remove all moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as possible and within 24 hours.

c. Use fans in the bathroom and/or open bathroom windows while showering or bathing and after the shower or bath until all moisture on the mirrors, bathroom walls and tile surfaces has dissipated. After taking a shower or bath, all moisture should be wiped off the shower walls and doors, the bathtub and the bathroom floor. Hang up all towels and bathmats so they will completely dry.

d. Use reasonable care to prevent outdoor water from penetrating into the interior of the Apartment via windows or otherwise.

e. Use exhaust fans or open windows whenever cooking, dishwashing or cleaning to allow moisture to escape from the Apartment.

f. Take all reasonable measures to control the moisture level in the Apartment.

g. On a routine basis, and at least once per month, visually inspect all areas of the Apartment for mold growth or signs of water damage and wetness.

h. Immediately report to Management orally and in writing any water leaks or water intrusions into the Apartment, or any excess water in or in the vicinity of the Apartment (walls, floor, ceiling, etc.) or in the building, such as plumbing leaks, roof leaks, foundation leaks, drips, sweating pipes, flooding or puddling of water.

i. Immediately report to Management orally and in writing any mold growth you find, identifying the location were found inside the Apartment.

j. Immediately report to Management orally and in writing any problems you become aware of relating to fans, heating, air conditioning or other ventilation systems.

30. CURRENT LEASE NOTICE. If this is a renewal of your current Lease, then in that event, the terms and conditions of your current Lease will remain in full force and effect until the Starting Date of this renewal Lease.

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31. ADDENDA. All Addenda to this Lease including, but not limited to, Utility Addendum, Internet Addendum, Parking Addendum, Storage Addendum, Guaranty Agreement Addendum, Pet Addendum, and Electronic Communication Addendum, are all considered to be a part of this Lease and are incorporated herein.

BY SIGNING THIS LEASE, YOU AGREE TO ABIDE BY THE TERMS HEREIN AND UNDERSTAND AND AGREE THAT WE MAY GIVE YOUR PERSONAL INFORMATION (SUCH AS YOUR EMAIL ADDRESS AND PHONE NUMBER) TO SERVICE PROVIDERS FOR THE PURPOSE OF PROVIDING SERVICES TO YOU, INCLUDING, BUT NOT LIMITED TO, PACKAGE DELIVERIES AND UTILITY SERVICES.

Resident's Name (Printed)	Management, as Agent for Landlord
Resident's Signature	Date
Date	

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UTILITY ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Addendum will have the same meaning as given in the Lease.

1. UTILITY OPTION. For the following utilities you must select one of the following options. ☒ Electricity; ☐ Gas; ☒ Water/Sewer. You acknowledge that no portion of the rent to be paid by you will pay for any portion of the checked utilities in the preceding sentence.

☐ **Not Applicable**

☐ **You and your roommates contract directly with the local utility service provider and are fully responsible for the bills which will be sent to you by the provider. Management shall incur no liability for any roommates' failure to reimburse you for their share of utility bills. If all roommates in your unit do not agree to this option then it shall automatically revert to the option below.**

OR

☒ **The account for service from the local utilities provider(s) will remain in Management's name. For your convenience, the utility provider's bills for service it provides to your unit will be divided equally based on the number of roommates and presented to you by our third party billing provider. Our third party billing provider functions as a billing provider, not a utility, in order to allow you to pay such bills without having to sign up for service with the utility service provider directly or having to collect payments from your roommates. Neither Management nor our third party billing provider are providing or furnishing the utility service itself and the functions described herein are limited to dividing the utility provider's bill to each individual. Charges may include all utility and other miscellaneous charges included on the utility statement, that would be charged as though Resident were the customer of record, if allowed by the applicable laws.**

Additionally, in order to assist you in paying such bills and to encourage conservation, Management shall pay the first $0.00 of your bill monthly. Any amounts billed to you by our third party billing provider over this amount are your responsibility. Under this option, you will also be responsible to pay an annual $66 administrative fee as described in more detail below.

Whether or not you elect the utility package option, all other provisions of this Addendum are applicable.

2. PAYMENT OF UTILITIES. Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs"), and the method of allocating the payment of utilities, services and costs will be as indicated below, with the method of allocation described in the key at the bottom of this page:

a. Electric service and associated fees will be paid:
☐ By Us entirely
☐ As described in Section 1 above based on your selection.
☐ By You, directly to the utility service provider
☒ By You, to reimburse us for our payment to the utility service provider, based upon:
☒ Submetering. If this is checked, YOUR PREMISES IS SUBMETERED to determine electrical usage. The bills you receive from us will be based on the usage measured by the submeter times

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the average costs per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). Charges for consumption of electricity in the common areas of the Apartment Community (such as, but not limited to, the leasing office, the parking area, the pool and recreational areas) are paid by us and you will not be charged for them.

☐ Allocation. If this is checked, you will be paying for electricity based on an ALLOCATION of electrical costs to the Apartment Community. The method of allocating the cost among the apartments is the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated and air conditioned common areas. For this Apartment, the percentage is _____%. [alternatively – the submetered usage of the Apartment as a percentage of the sum of the submetered usage of all apartments]. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period's average cost per kilowatt hour (both amounts will be available to you at the manager's office during reasonable business hours). This Apartment's average monthly bill for the previous calendar year was $_____.

b. Gas service and associated fees will be paid:

☐ By Us entirely

☐ As described in Section 1 above based on your selection.

☐ By You, to reimburse us for our payment to the utility service provider, based upon an allocation of the cost among the apartments equal to the square footage of the living area of the Apartment as a percentage of the sum of (i) the square footage of living areas of all apartments, and (ii) the square footage of all heated common areas. For this Apartment, the percentage is _____%. This percentage is then multiplied by the product obtained by multiplying the metered billing units to be allocated by the respective period's average cost of gas per _____ cubic feet (both amounts will be available to you at the manager's office during reasonable business hours). For this Apartment's average monthly bill for the previous calendar year was $_____.

c. Heating Oil service and associated fees will be paid:

☐ By Us entirely

☐ As described in Section 1 above based on your selection.

☐ By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the Heating Oil with the following methodology:

- ☐ actual occupants
- ☐ ratioed occupancy
- ☐ average occupancy
- ☐ combination of square footage and occupancy
- ☐ ratio of submetered hot and cold water for the Apartment to the total
- ☐ full capture submetering

d. Water/Sewer service and associated fees will be paid:

☐ By Us entirely

☐ As described in Section 1 above based on your selection.

☒ By You, to Us as reimbursement for our payment to the utility service provider, based upon the cost among the apartments for the water/sewer with the following methodology:

- ☐ actual occupants
- ☒ ratioed occupancy
- ☐ average occupancy
- ☐ combination of square footage and occupancy
- ☐ ratio of submetered hot and cold water for the Apartment to the total
- ☒ full capture submetering

Additionally, in order to assist you in paying such bills and to encourage water conservation, Management shall pay the first $_____ of your water/sewer bill monthly. Any amounts billed to you by our third party billing provider over this amount are your responsibility.

e. Trash service and associated fees will be paid:

☐ By Us entirely

☐ By You, directly to the service provider

☒ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the trash service charges times an allocation formula equal to one of the following methods:

- ☐ actual occupants
- ☐ ratioed occupancy

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☐ average occupancy
☐ combination of square footage and occupancy
☒ Flat Fee included in the Resident Services Fee

f. Cable service and associated fees will be paid:
☐ By Us entirely,
☒ By You, directly to the service provider, should you elect to establish service
☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the cable service charges times an allocation formula equal to one of the following methods:
☐ actual occupants
☐ ratioed occupancy
☐ average occupancy
☐ combination of square footage and occupancy
With respect to prior cable service billings and periods, the average monthly bill for all apartments for the previous calendar year was $_____. During that calendar year, the highest cable service bill for an apartment was $_____ and the lowest bill was $_____.

g. Internet service and associated fees will be paid:
☒ By Us, entirely
☐ By You, directly to the service provider, should you elect to establish service
☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the internet service charges times an allocation formula equal to one of the following methods:
☐ actual occupants
☐ ratioed occupancy
☐ average occupancy
☐ combination of square footage and occupancy
With respect to prior internet service billings and periods, the average monthly bill for all apartments for the previous calendar year was $_____. During that calendar year, the highest internet service bill for an apartment was $_____ and the lowest bill was $_____.

h. Local telephone service and associated fees will be paid:
☐ By Us entirely
☒ By You, directly to the service provider, should you elect to establish service
☐ By You, to Us as reimbursement for our payment to the service provider, based upon the cost among the apartments for the local telephone service charges times an allocation formula equal to one of the following methods:
☐ actual occupants
☐ ratioed occupancy
☐ average occupancy
☐ combination of square footage and occupancy
With respect to prior local telephone service billings and periods, the average monthly bill for all apartments for the previous calendar year was $_____. During that calendar year, the highest local telephone service bill for an apartment was $_____ and the lowest bill was $_____.

You and the other residents of your Apartment must separately pay for all charges, taxes and fees and provide required deposits for all utilities not listed above, as well as those paid by you directly to the service provider and those paid by you to us or our billing company.

In addition, you will be responsible to return on or before the ending date of the Lease all equipment related to television or internet or telephone services provided by Landlord or the service provider including, but not limited to, set top boxes, remote controls and cords and connectors. These items must be returned to the Landlord in undamaged and functioning condition or proof that the items have been returned directly to the service provider. You will be responsible for any costs for failure to comply with this requirement.

3. At our option, we may bill for services provided by local utility providers either through a billing company or directly by us. If you elect to have these various utility and service accounts remain in the name of Management, then for such services billed directly by our billing company, you will be charged an amount equal to $66 on the date the Lease starts (or at the first billing for utility reimbursement, at the discretion of Management), or $5.50 per month with each utility bill.. This annual/monthly fee is for administration, billing, bill auditing, overhead and similar expenses and charges to be incurred by us for entire school year. You

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must make payment in full of the various utility and service reimbursement charges to us or the billing company prior to the due date listed on each bill. You will be charged for the full period of the time from the commencement date of the Lease until its expiration date, regardless of whether you physically occupy the unit. You agree that Management may estimate any and all charges above upon your move-out (and such amounts shall be deemed final). The billing period for the utility bill will generally be the 1st to the 31st of the month or the billing period of the local utility. Whether or not we bill you directly or through a billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility and service reimbursement billings on time is difficult or impossible to determine, but you agree that in the event of a late payment, we or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, you agree that if the payment is received after the stated due date, you will immediately pay a late payment in the amount of $15.00, which is a reasonable estimate of the costs incurred. Regardless of whether we bill you directly or through a billing company, payments for reimbursement of your utility and service charges billings are due each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle Management to exercise all remedies available under the Lease.

4. Management will have sole discretion to select the utility providers, except where prohibited by law. The billing for services provided to you by that provider will be sent to you by a billing company. You acknowledge that the billing company is not a public utility and that neither we nor the billing company will provide or furnish you with any utility service. Any disputes related to the computation of your bills will be between you and us.

5. General Information:

a. In the event that you are paying to us (as opposed to the utility provider) then any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility service provider. Please call the manager to discuss this.

b. We will typically read submeters.

c. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utility providers from the prior billing period and for all billing periods during the last 12 months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your submeter readings and the readings from our master meter; and (v) submeter test results for the current month and the prior 12 months; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.

d. We will use our reasonable efforts to repair reported leaks and broken submeters within 7 days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within 7 days after we become aware of the issue.

e. You must not allow service for electricity, water, wastewater or gas to be terminated during the term of your Lease. If allowable under the law and if the respective utility account is in your or one or more of your roommates names, you may be able to change your utility provider; however, (a) all roommates must agree on that provider or you will be required to use the same provider used for the Project, and (b) you must give us written notice of such change within ten (10) days after you elect to change providers. You are liable for all costs to change providers and all costs to return the utility to our provider at the end of the term (if you fail to return it to our name we can charge you a fee of up to $75 plus all other costs necessary to return to our provider). You are liable for all of your unpaid utility bills through the termination of your Lease, which liability shall survive such termination.

6. Payment for your respective utilities is due upon receipt of your bill from us or the third party billing provider. In order to avoid late fees, all amounts are due by or before the 1st Day of the monthly billing cycle. You are required to pay the amount due to the same place that you make your regular Rent payments. If your payment is late, if your check doesn't clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees and other remedies under this Lease are available to us.

7. Unless you elected to have these various utility and service accounts remain in the name of Management, all utility and service accounts in your name or your roommate's name must remain on, in your name, through the Ending Date regardless of whether you have moved out, except and unless you have sublet the Premises pursuant to Section 10 of this Lease. Refusal to maintain utility service in your name will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.

8. If Resident fails to place all applicable utilities in Resident's name as of the starting date or at any time thereafter during the lease term, and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the

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amount of $75 on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

9. If local telephone is paid by us, you agree to reimburse us for all charges, taxes and fees associated with long distance telephone calls, additional or private lines and telephone calls to directory assistance. In addition, if local telephone service is paid by us, you agree not to access, use or order any service that may result in charges assessed to or costs incurred by us, including, but not limited to, acceptance of collect calls, third party billing, or any service (including calling cards) which may be billed to the telephone number furnished to you. If you are in violation of the Lease or of a local carrier's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue telephone service to the Premises.

10. If you want additional telephone lines, additional cable channels or alternative providers of telephone, cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services. The installation of a satellite dish requires our prior written approval.

11. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider and/or university network. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to our internet service. We are not responsible for the purchase of these items, and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's or university network's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises.

12. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this addendum and the Lease and will entitle Management to exercise all remedies available under the Lease.

13. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of Management or its employees. You release us from any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.

14. Should any provision of this addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

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ELECTRONIC COMMUNICATION ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

LANDLORD ELECTION:

Notices from a Resident may contain time-sensitive information about the Resident's housing. The election to receive notices from the Resident by e-mail is voluntary.

☑ I, the Landlord, by Management, as Agent for Landlord, agree to receive notices required by the rental agreement or under any applicable law, from the Resident by e-mail. I designate the following e-mail address for receipt of notices from the Resident: _____.

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail by upon delivery of such written notice and does not affect providing written notice to the Resident which is effective the validity of any notice that was previously sent by e-mail.

I may update my e-mail address designated for electronic delivery at any time by providing written notice to the Resident specifying the new e-mail address, which takes effect upon delivery of such notice.

RESIDENT ELECTION:

Notices from a Landlord may contain time-sensitive information about a Resident's housing and/or information about relevant services offered at the Apartment Community. The election to receive notices from the Landlord by e-mail and text message is voluntary.

☑ I, the Resident listed above, agree to receive notices required by the rental agreement, required under any applicable law, or relating to relevant services offered at the Apartment Community, from the Landlord by e-mail and text message. I designate the following e-mail address for receipt of notices from the Landlord: _____.
I designate the following phone number for receipt of notices from the Landlord: _____.

☑ I, the Resident listed above, authorize Landlord to share my e-mail and phone number with third-party vendors providing relevant services offered at the Apartment Community.

☐ I do not agree to receive notices by e-mail.

I may revoke my agreement to receive notices by e-mail and/or text message by providing written notice to the Landlord which is effective upon delivery of such written notice and does not affect the validity of any notice that was previously sent by e-mail or text message.

I may update my e-mail address and/or phone number designated for electronic delivery at any time by providing written notice to the Landlord specifying the new e-mail address and/or phone number, which takes effect upon delivery of such notice.

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Resident's Acknowledgment

By executing this Addendum, Resident acknowledges that they have agreed to the statements above voluntarily. If Resident needs to update their e-mail address or phone number on record, they will contact the leasing office or update it through ResidentPortal.

If you do not agree with the Resident's Acknowledgment, do not sign and contact the leasing office.

Landlord's Acknowledgment

By executing this Addendum, Management, as Agent for Landlord, acknowledges that they have elected to receive notices from the Resident by e-mail voluntarily. If Landlord needs to update their e-mail address on record, they will provide the Resident with the updated e-mail in writing.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This Addendum is incorporated into and is part of the Lease.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

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INTERNET ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

☐ Not Applicable

NETWORK ACCESS POLICY.

Internet access will be provided to the Apartment Community as an amenity by a company selected by Management in its discretion ("Provider") that may, from time to time, supply content, software or information service to the Premises or the Apartment Community through Provider's integrated communications and/or Internet wired and wireless access system ("System"). We may, at our discretion, from time to time change the Provider and make changes to the System. As an integrated communications provider, Provider offers its clients the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. We want you to be informed of your rights and obligations -- and those of Provider and Management -- in connection with your use of the System and the Internet. The following policy ("Policy") is intended as a plain English guide to those rights and obligations.

1. The fundamental fact about the Internet is that no one --neither Provider, Landlord, Management, you nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire, and, in the information, they disseminate to others. When you obtain information through the Internet, you must keep in mind that we cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that you may acquire. For this reason, you must exercise your best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because we cannot monitor and censor the Internet, and will not generally attempt to do so, we cannot accept any responsibility for injury to or damages suffered by you or other users of the System that results from inaccurate, unsuitable, or offensive Internet communications.

2. When you disseminate information through the Internet, you must keep in mind that we do not review, edit, censor, or take responsibility for any information you or other users may create. This places on you what will be, for most, an unfamiliar responsibility. When you place information on the Internet, you have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information you create is carried over the Provider's System and may reach a large number of people, including both clients and nonclients of Provider, you and other users' postings to the Internet may affect other users and may harm our goodwill, business reputation and operations. For these reasons, you violate this Policy when you engage in any of the following activities. Such violation by you constitutes a default by you under this Lease.

a. Spamming -- Unsolicited, commercial mass e-mailing is an illegal and strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Provider, but also because it can overload the System and Provider's equipment and disrupt service to Provider's clients.

b. Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer and can involve us in litigation and possible loss of reputation. For the avoidance of doubt this includes, but is not limited to any form of downloading, uploading or peer to peer file sharing of copyrighted material.

c. Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

d. Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against us, whose facilities were used to distribute the defamatory material.

e. Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

f. Distribution of Internet Viruses, Worms, Trojan Horses, and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

g. Illegal activities-Any activity that is in breach of any law or regulation

h. Export Control Violations -- The law limits the ability of persons to export encryption software, or any other form of Export Controlled digital material, over the Internet or otherwise, to points outside the United States.

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i. Other Activities whether lawful or unlawful, that we determine, and so notify you, to be harmful to the System or to its or our respective clients, tenants, operations, or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

3. The responsibility for avoiding the harmful activities described above rests solely with you. We will not, as an ordinary practice, monitor the communications of users of the System to ensure that users comply with this policy or applicable law. When Management becomes aware of harmful activities communications, however, it may take any of a variety of actions. We may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action we deem appropriate, including Management exercising remedies for your breach of this Lease.

4. We are concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, we urge you and other users of the System to assume that all of their on-line communications are insecure.

5. We cannot take any responsibility for the security of communications transmitted over the System. However, Provider will attempt to comply with applicable laws concerning the privacy of its users' on-line communications. In particular, Provider intends not to intentionally monitor or disclose any private electronic mail messages sent or received by its users unless required to do so by law. We may, however, monitor the System electronically to determine that the System is operating satisfactorily. Also, we may be required to disclose information transmitted through the System in order to comply with court orders, statutes, regulations or governmental requests. Finally, we may disclose information transmitted over the System where necessary to protect us and users of the System from harm, or where such disclosure is necessary to the proper operation of the System.

6. You acknowledge that the network provided through the System is a shared network. This means each user, including you, has certain responsibilities to ensure performance of the network overall and their own security. To ensure adequate network facilities for all users of the System, you will not: (i) attempt to degrade the performance of the System and will not use the System in any way that precludes or significantly hampers the ability of others to use the System, including but not limited to, the operation of any servers, or (ii) engage in any activity that requires or utilizes large portions of the bandwidth allocated to the facility, or would cause less than generally acceptable usage speeds for others.

7. Excessive data transfer may interfere with the experience of other users of the System. You will not disrupt or interfere with the use by other client of the System or with the services available through the System. We will have the right to monitor the "bandwidth" utilization (i.e., the volume of data transmitted during any period of time) arising out of the System at any time and on an ongoing basis. Management may limit your bandwidth utilization from time to time, if we, in our sole discretion, determine such utilization is excessive.

8. Where access to the network is provided wireless (using standard WiFi protocols) in addition to wired access, you may not connect or install any wireless device (including but not limited to Wireless routers, access points or extenders) that will cause interference to the provided network in any way.

9. Use of the System is at your sole risk, and we or any of our respective affiliates will not be liable in connection with any usage of the System by you or any third party. We nor any of our respective affiliates represent or warrant that the System will be uninterrupted or error free; nor do they make any representation or warranty as to the availability or scope of the System, including, but not limited to, availability of e-mail messages, the tenant network link, or results that may be obtained from the use of the System, or as to the accuracy or reliability of any information, service or merchandise advertised, purchased or provided through the System.

10. The performance of the System will vary from time to time based on network usage and other factors, and no minimum transmission speed is guaranteed at any time.

11. Because the System is shared by many other users, we recommend your use of "Personal Firewall Software".

12. Without limitation to any other provision of this Lease, violations of this Policy by you may result in remedial action varying from temporary reduction of the network resources, suspension of services and termination of services.

13. You hereby agree to indemnify, protect and save harmless us and each of our affiliates, agents, officers, directors, members, partners and shareholders from and against any suits, actions, proceedings, claims, losses and expenses (including without limitation legal fees) incurred by any of them resulting from your violation of this Policy. Among other things, this means, that if we are sued because of your activities that violate this Policy, any law or the portions of this Lease dealing with your use of the System, you will pay any damages awarded against us, plus costs and attorneys' fees.

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14. We will not be liable for any interruption, surge, or failure of the System or of any utilities or services provided to you or any damage directly or indirectly caused by such interruption, surge, or failure.

15. We may provide wired connections, wireless connections, or both as chosen by us. Use of these services is subject to the terms and conditions of (i) Management (ii) Provider (including the Policy set forth above), and (iii) the terms and conditions governing the use of University or College-provided services, as applicable. In the event you are in default under any of the terms of this Lease (including, without limitation, the Policy), Management will have the right to discontinue your connections to the System. If Provider re-connects you to the System, after disconnecting you from such service, Provider may, in its discretion, charge you a reconnection fee,

16. Should you desire to use alternative Internet or on-line services, you will have the right to do so, at your expense.

17. You are required to have an anti-virus software package installed on your computer system at all times when accessing the Apartment Community's internet services. Such anti-virus software must have a valid, current license, which allows for regular updates of anti-virus definitions.

18. Computer systems are subject to exploitation and security breaches that may cause the spread of malicious internet traffic, such as Worms, Trojan Horses, etc. With this in mind, you are responsible for ensuring that your operating system is up to date, with all necessary security/or critical update patches for your specific operating systems. Such patches are generally made available by the operating system provider.

19. The system is provided primarily to allow Residents to connect desktop or laptop computers, tablet devices and mobile phones. Management does not guarantee that other types of connected devices will function or function correctly when connected.

20. This Policy may be amended or supplemented from time to time by us. Such amendments or supplements will be effective upon the transmission of written notice to you as provided in the foregoing Lease, or, as we communicate such amendment or supplement over the Internet.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

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UNIT ASSIGNMENT ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

As of the Starting Date of the Lease Term, the Premises, as defined in Section 2 of the Lease, shall consist of the following:

☐ Not Applicable

Apartment: ☐ Bedroom: ☒ Floor Plan Type _____ Unit #_____ Bed Letter _____

RENT. According to the preferences you have previously stated or based on the availability of the unit type requested, the Rent for the above referenced Apartment and/or Bedroom may be increased or decreased from the Rent listed on your Lease due to premiums assessed for location, view or other value added or lost variations from the basic unit type requested. You agree that your Monthly Rent will be adjusted by the following amount, for the following reasons:

Monthly Rent Adjustment: $_____
Reason for Adjustment: _____

Monthly Rent Adjustment: $_____
Reason for Adjustment: _____

Monthly Rent Adjustment: $_____
Reason for Adjustment: _____

New Monthly Installment of Rent: $_____

You agree that the above New Monthly Installment of Rent amount will be due as Rent. This New Monthly Rent is payable according to the terms of Section 1 of the Lease.

REASSIGNMENT. Though we will try to avoid it, we reserve the right to reassign your Apartment or the Bedroom listed above prior to you taking possession of the Apartment.

_____ _____ _____ _____
Management, as Agent for Landlord Date Resident Date

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PARKING ADDENDUM

Apartment Community: The Cottages on Port Republic Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

☐ I do not have a garage, carport or parking space at this time. If I obtain a garage, carport, or parking space I understand that I must complete a new Parking Addendum.

Leased Parking/Storage

You agree to lease a ☐ Garage, ☐ Carport, and/or ☒ Parking Space, the "Additional Space", located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on _____ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease. Not withstanding the foregoing we may cancel the leased parking/storage at any time upon thirty (30) days prior written notice.

2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:

☒ No charge
☐ One-Time Charge of $_____ per year.
☐ Ongoing Monthly Charge of $_____, due with the Rent and subject to all late fees or penalties outlined in the Lease.

3. You acknowledge receipt of the following entry device Key, Remote, or Access Card for which you have paid a non-refundable fee in the amount of $0.00. You understand that there is a non-refundable replacement fee of $100.00 for this device if you should fail to return it upon vacating the Premises (if applicable)

4. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.

5. You agree that Management may enter the Additional Space pursuant to Section 18 of the Lease.

6. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.

7. You agree to accept the Additional Space "AS IS", and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.

8. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit. You release us from any and all such claims and you waive and release any right of recovery of insured claims by anyone claiming through you by way of subrogation or otherwise, including your insurer. You agree that your insurance carrier shall have no rights against us by way of subrogation or otherwise on account of any loss whatsoever. Your release and waiver remains effective even if you fail to obtain insurance. If you fail to obtain insurance, you bear the full risk of your own loss.

General Apartment Community Parking Rules and Regulations

1. Any illegally parked vehicles or vehicles violating the regulations below or any other applicable regulations or any unauthorized vehicles may be towed at the expense and sole risk of the owner of the vehicle.

2. You may not have more than one vehicle in the Apartment Community at one time, and your vehicle must be properly registered with our office. The vehicle must be properly insured and a current state inspection and registration sticker(s) must be visible. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

3. Your vehicle and those of your guest(s) may not, at any time, park your vehicle such that it takes up more than one parking space, park in a fire lane, in a "no parking" area, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces without a required handicap identifying card or license, in spaces designated for visitors or management representatives, in a location which blocks exit from or entrance to a parking space, in areas without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at any time for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.

4. Boats, recreational vehicles, trailers, campers, commercial vehicles and trucks larger than a pick-up may not remain on our property except for loading and unloading, though we reserve the right to permit these vehicles in designated areas.

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5. You may not wash your vehicle or perform any mechanical repairs or maintenance while in the Apartment Community, except in areas, if any, designated by us for such uses.
6. You agree to inform your guests/non-residents of all parking rules and restrictions.
7. The vehicle must appear to be in operable condition, that is, it cannot have a flat tire; be on jacks or blocks; have an expired state inspection sticker; have an expired or no license plate or no registration sticker. Our towing company, frequently and at random without being called by us, tows any car that is inoperable, has an expired or invalid license plate, expired temporary license plate or is in violation of any of the other provisions of this agreement, any other applicable regulations or the Resident Handbook. This is the only notice you will receive. You will be towed, if you are not parked or permitted correctly or you are not in compliance with all other state or local legal requirements with no advance or further notice.
8. You agree to pay for towing and storage charges. The Apartment Community is not responsible for tickets received for parking violations of any area within our property or anywhere else outside our property.
9. You agree to defend, indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space (including contents of your vehicle). You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you. Proof of Insurance is required prior to the issuance or renewal of a parking permit.

Parking Permits

1. If your Apartment Community requires a parking permit (decal), you expressly agree to display that permit on the lower corner of the driver's side of your front windshield, unless otherwise directed in writing by us. Vehicles violating this provision may be towed at the vehicle owner's expense.
2. A parking permit allows the resident to park in designated areas within the Apartment Community upon availability. A permit in no way guarantees the availability of parking in front of your building or even in the Apartment Community.
3. Parking permits become invalid on Ending Date of your Lease or earlier if your Lease is terminated either by us or you or if you sublease your Apartment in accordance with Section 10 of the Lease.
4. If you enter into a new Lease, you must obtain a new permit from us at the Ending Date of your prior Lease. Your old permit will not protect you against towing.
5. Parking permits are valid only on the vehicle assigned per this Addendum. Permits are non-transferable between vehicles or between residents and non-residents.
6. We reserve the right to revoke parking permits at any time for any reason.
7. You have received a Decal for which you have paid a non-refundable fee in the amount of $0.00. You understand that there is a non-refundable replacement fee of $50.00 for this if a replacement is needed.

Guest Parking

1. You understand that the Apartment Community ☐ [does] ☒ [does not] require guest parking permits; ☐ does not have guest parking.
2. Your guests must park only in designated guest or visitor parking, and they are subject to all the provisions in this Addendum.
3. If your Apartment Community requires guest parking permits, plan to secure one for your guest during business hours only. We reserve the right to limit the number of guest parking permits issued each day and to issue none on any day we choose. There is no guest or visitor parking area-only guest permits. Guest permits must be clearly in view in the area specified by Management when you sign out the permit (It is your responsibility to ask Management where the guest permit should be placed). If the permit is not visible for any reason, the car could be towed at your expense.

Acceptance of parking privileges (access card, special permits and hang-tags) constitutes an agreement between the Tenant and the Landlord that the Landlord shall not be responsible for loss or damage to the vehicle or to persons, its accessories or contents, resulting from theft, fire, collision, or any other cause

Vehicle Information

Vehicle Make/Model:	Vehicle Identification Number:
Vehicle License Number:	Vehicle Year:
Vehicle Color:	Insurance Company Name:
Policy Number:	Effective Date of Policy:
Parking Space #:	Decal #:

_____ _____ _____ _____
Management, as Agent for Landlord Date Resident Date

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STORAGE ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

☒ Not Applicable

Storage

You agree to lease a ☐ [Storage Facility] the "Additional Space", located at the above named Apartment Community under the following terms:

1. The term of this Addendum will begin on _____ and will expire on the Ending Date, and the Additional Space will be part of the Premises as defined in Section 3 of the Lease.

2. You acknowledge the rent for the Additional Space will be paid in the following amount, in accordance with Section 1 of the Lease:

- ☐ No charge
- ☐ One-Time Charge of $_____ per year.
- ☐ Ongoing Monthly Charge of $_____, due with the Rent and subject to all late fees or penalties outlined in the Lease.

3. You agree to pay a security deposit of $_____. This security deposit will be part of the security deposit(s) under the Lease and is subject to all applicable provisions in the Lease.

4. You acknowledge receipt of the key to the Additional Space, for which you have paid a non-refundable fee in the amount of $_____. You understand that there is a non-refundable replacement fee of $_____ for this key if you should fail to return it upon vacating the Premises.

5. You agree not to store any items or material in the Additional Space that is hazardous, illegal, flammable, or volatile in any way. This will include, but is not limited to, paints, gasoline, kerosene, propane, aerosol cans, rags, or food of any type, including pet foods. You agree not to perform any business functions out of the Additional Space, and will not use the Additional Space to paint or to perform any type of carpentry.

6. You agree that Management may enter the Additional Space pursuant to Section 18 of the Lease.

7. You understand that you may not change, improve or alter the interior or the exterior of the Additional Space. You also understand that you may not rekey, add or change the locks or other entry devices on the Additional Space.

8. You agree to accept the Additional Space "as is", and you will leave the Additional Space clean, swept, in good repair and with no oil or fluid stains upon your move out. You understand that you are liable for damage in excess of normal wear and tear as well as failure to properly clean the Additional Space.

9. You agree to indemnify and hold harmless Management and Landlord from and against any and all manner of claims for damages or loss of property or personal injury suffered in, on or about the Additional Space. You understand that Management and Landlord require that you obtain insurance to protect you from loss of property and any liability to you and that Landlord and Management do not insure the contents of the Additional Space or liability to you.

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_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

Resident Initials: _____

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CONCESSION ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

☐ Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

With the expectation of full performance of the Lease in its entirety, Management is extending the Resident a concession totaling $_____.

The concession has been/will be applied as described below:

☐ Upfront Rental Concession of $_____ to be taken in the month(s) of _____ = $_____
Concession Amount

Description: ☐ Waived App and Admin Fees
☐ Reduced Signing Fee
☐ Gift Card
☐ Rent Credit
☐ Other- Renewal Incentive

☐ New Lease Incentive of $_____ given in the month of _____ = $_____
Concession Amount

New Lease Incentive Description: _____

☐ Other: _____ = $_____
Concession Amount

In the event of a violation, as outlined in the Lease, all concessions detailed above and received prior to such violation must be repaid in full.

_____ _____ _____ _____
Management, as Agent for Landlord Date Resident Date

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GUARANTY AGREEMENT ADDENDUM

Apartment Community: The Cottages on Port Republic
Resident: _____
Lease Date: _____

Landlord: CREP II HARRISONBURG LLC
Guarantor(s): _____

The Resident named above desires to enter into a Lease with Landlord for certain Premises within the Apartment Community named above.

Landlord requires security in exchange for entering into a Lease. The Guarantor(s) named above are willing to give such security.

The Guarantor(s) and the Resident will be jointly and severally responsible for full payment and performance of all of the Resident's obligations under the Lease.

The Guarantor(s) and the Resident will be obligated to:

- Complete a rental application and qualify according to the standards of the Apartment Community and Management.
- Ensure prompt payment of Rent including all Additional Rent and other charges associated with the Lease.
- Ensure that all utility accounts associated with the Apartment are kept in good standing.
- Adhere to all conditions of the Lease and the Resident Handbook.
- Pay for any and all damages to the Apartment while Resident is in possession of the Apartment and or obligated under the Lease.

If the Resident or the Guarantor(s) are in violation of the Lease or if the Lease is not fulfilled in its entirety,

- Both the Guarantor(s) and the Resident may be named in any and all court proceedings, and both will be subject to any judgments resulting from court proceedings.
- Both the Guarantor(s) and the Resident will be named on any accounts turned over to collection agencies.
- The Guarantor(s) and the Resident will agree to pay reasonable legal fees and costs associated with the enforcement of the Lease or this Guaranty Agreement and/or the collection of any and all monies due to Landlord.
- All remedies against the Resident will apply to the Guarantor(s) as well.

It is not necessary for the Guarantor(s) to sign the Lease itself or to be named in the Lease. The Guaranty Agreement or the Guarantor(s) does/do not have to be mentioned in the Lease.

This Guaranty Agreement applies to the Lease with the above Lease Date and will be valid and continuous through the Lease Term, any subsequent Leases between Landlord and Resident, any renewals of the Lease, and any transfers to other apartments within the same Apartment Community. The Lease may be extended, renewed, modified, or a new Lease may be entered into within the same Apartment Community and will be subject to and covered by this Guaranty Agreement without further notice, authorization or signature of the Guarantor(s). The liability of Guarantor(s) under the Guaranty Agreement is unconditional and primary. Landlord may, at its option, proceed solely against all or any of the Guarantors without first commencing an action, exhausting any remedy, obtaining any judgment, or proceeding in any way against Resident or any other person or entity. Guarantor(s) waive the benefits of any right of discharge, if any, and any rights of sureties and guarantors under law. This Guaranty Agreement and its underlying obligations are not released, impaired, reduced or affected by the occurrence of any one or more of the following: (i) any assignment or sublease of the Premises; (ii) the insolvency, bankruptcy, disability, or death of the Resident; (iii) renewal, extension or modification of the Lease, either with or without notice to Guarantor(s); (iv) any delay, failure or refusal of Landlord to take or prosecute any action for collection or enforcement of the Lease; or (v) Landlord's failure to notify Guarantor(s) of any assignment, sublease, renewal, extension or modification of the Lease. This Guaranty Agreement shall be construed according to the laws of the State where the Community is located in the county where the Apartment Community is located **TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR(S) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO ANY OF THE PROVISIONS OF THIS GUARANTY AGREEMENT.**

In witness whereof, the undersigned have executed this Guaranty Agreement on _____ _____, 20_____.

_____	_____	_____	_____
Guarantor Signature*	Date	Guarantor Signature*	Date
_____	_____	_____	_____
Resident Signature	Date	Management, as Agent for Landlord	Date

Resident Initials: _____

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RESIDENT HANDBOOK ACKNOWLEDGEMENT

Apartment Community: The Cottages on Port Republic
Resident: _____

I acknowledge the following (initial):

☒ _____ I have received a copy of the Resident Handbook or one has been made available to me for my review via a link : https://medialibrarycf.entrata.com/2603/MLv3/2025/08/14/124341/689e2e5d5c841820.pdf

☒ _____ I have read and agree to abide by all rules and policies contained in the Resident Handbook.

☒ _____ These rules are subject to revision, pursuant to Section 13 of the Lease.

☒ _____ I am responsible for complying with, and ensuring that my guests comply with, all of the Resident Handbook.

☒ _____ The Resident Handbook is considered to be part of the Lease.

_____ _____ _____ _____
Management, as Agent for Landlord Date Resident Date

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PET ADDENDUM

Apartment Community: The Cottages on Port Republic Resident ("I" or "Pet Owner"): _____

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

☐ I understand that my Apartment Community does not accept pets, and I will be subject to the penalties listed in the Resident Handbook if I am found to have a pet.

☐ I have no pet at this time. If I acquire a pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges, complete a new Pet Addendum, and adhere to all pet policies established by Management now or in the future. I understand that if I am found to have an unregistered pet in my Apartment prior to completing any of the aforementioned steps, I am responsible for paying a $450.00 pet fine, which is due in addition to all other deposits, fees and pet rent—failure to pay the fine within 10 days after written notice from Landlord or Manager is a default.

☐ I do have a pet at this time. My pet's information is listed below. If I acquire a replacement pet while I am a resident of the Apartment Community listed above, I agree to notify and obtain consent from Management, pay all associated charges for an additional pet, complete a new Pet Addendum, and adhere to all pet policies established by Management now or in the future.

Pet is a: Weight:
Name: Color:
Breed:

☐ This Apartment Community participates in a program to reduce and eliminate un-scooped dog waste from communities around the country. All pets must be brought in to the office within 3 business days of move in or following the completion of this Pet Addendum to provide a cheek swab DNA sample which will be registered and stored in the program's database. Failure to register is a violation of this Lease and will result in a $450 fine. A one-time fee in the amount of $50 is due upon signing this Pet Addendum for the pet DNA sample which will be submitted and registered with the program.

1. All pets must wear an identification tag at all times.
2. All pets must be licensed and inoculated in accordance with local law.
3. Pets must be on a leash when outside of the apartment and under Pet Owner's supervision at all times.. Pet Owner must walk the pet in designated pet areas only and must immediately dispose of waste in a sanitary manner. If Pet Owner does not dispose of waste, a $250.00 fee per incident will be charged to Pet Owner. This fee will increase in $50 increments if subsequent incidents occur. The clubhouse, swimming pool areas, tennis courts, fitness room, and laundry areas are off limits to pets at all times.
4. Pet may not be tied up or left unattended on patios, balconies or any other areas outside of the Apartment.
5. Pet may not disturb other residents or damage or destroy our property. Pet Owner agrees to be financially responsible for repairing or replacing any damage caused by pet. If needed, the cost of carpet and/or vinyl replacement will be charged to Pet Owner. If a pet is disturbing other residents or pets or if pet damages property, Pet Owner will permanently remove pet from Apartment Community within 10 days upon request of Management. Extreme circumstances can dictate removal of pet within 24 hours.
6. Pet Owner agrees to assume full responsibility, financial and otherwise, for any injury caused by his/her pet to any person.
7. Pet may not exceed 65 pounds in weight at full maturity, unless otherwise agreed to in writing by Management. Consult Management for other restrictions.
8. 1 pet per resident with a maximum 2 pets (either cat or dog) will be allowed per Apartment. Cats, if male must be neutered.
9. Periodic apartment inspections will be made to determine the condition of Pet Owner's Apartment, with regards to your pet.
10. In the event that pet moves from the Apartment Community or becomes deceased, Pet Owner may not replace pet without consent from Management.
11. This Pet Addendum pertains only to the pet listed on this Pet Addendum, as approved by Management.
12. This Pet Addendum is valid only during the current Lease Term and can be discontinued at the Ending Date of the Lease if deemed necessary or desirable by Management.
13. Pet Owner agrees and understands that a $250.00 pet fee is due upon signing this Pet Addendum. This pet fee does not cover damages, will not be applied toward any damages, and is non-refundable.
14. A refundable Pet Deposit of $_____ will be submitted by Pet Owner to Management. The Pet Deposit will be refunded after Pet Owner moves out or after the Ending Date of the Lease Term (whichever is later), if no damages to Pet Owner's apartment or the Apartment Community are assessed to the Pet Owner.
15. An additional Monthly Pet Rent in the amount of $25.00 will be assessed and paid by Pet Owner with Rent subject to the terms of Section 1 of the Lease. Pet Rent may be adjusted at the beginning of every Lease Term. Failure to pay Pet Rent timely is a default under the Lease.

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16. Pet Owner's payment of the pet charges, the Pet Deposit and the Monthly Pet Rent shall not act to limit Pet Owner's liability under this Addendum.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

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INFESTATION ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

PEST INFESTATION. Whether or not you experience a pest infestation in the Premises depends largely on you maintaining the Premises in a neat, clean and sanitary condition, and immediately informing us of any indication or sign of pests. In the event you observe a rodent or an insect, including but not limited to so-called bed bugs, or experience symptoms consistent with insect or rodent bites, you must promptly notify Landlord and Management of that fact. You understand that a pest infestation can occur suddenly, even in a sanitary living environment, and proliferate if not treated quickly. You agree to properly dispose of refuse, to refrain from using and/or storing second-hand clothing, mattresses, linens and bedding items, luggage and furnishings in the Apartment, and to always maintain the Apartment in a clean and sanitary condition, so as to greatly avoid the risks of certain types of pest infestation. As part of your compliance with this general obligation, you agree as follows:

a. Timely Notice & Cooperation are critically important to eliminating a pest infestation, and you agree to immediately report to Management orally and in writing any pest infestation you discover, identifying the location of such infestation within the Apartment or Apartment Community. You must follow all directions from us or our agents to clean and treat the apartment and building that infested. Follow-up treatments or inspections may be necessary.
b. Cleanliness is an effective means of reducing the likelihood of experiencing a pest infestation, and you agree to keep the Apartment, including without limitation the closets, in a clean and orderly state at all times.
c. Used Articles of clothing, mattresses, linens and bedding items, luggage and furnishings may be infested with pests, including but not limited to so-called bed bugs, and you agree not to use or store second-hand items in the Apartment without first having a licensed exterminator certify that such items are pest free.
d. Vinyl Mattress Covers may in certain situations be helpful to combating or preventing pest infestations, and you agree to continuously use a vinyl mattress cover on all mattresses in the Apartment, if we ask you to do so.
e. Immediate and Continuous Access may be required to address a pest infestation, and you agree to provide us and our consultants with open access to inspect, remediate and monitor a pest infestation.
f. Remediation methods will be determined by us, in our sole discretion, and you authorize us to dispose of infested furniture and clothing articles, unless you immediately remove such items from the Apartment Community, without reimbursement to you, and you waive any right you might have under this Lease or by statute to receive compensation for property loss as a result of the remediation of a pest infestation.
g. Relocation may be required during a period of pest infestation and remediation of the Apartment or of another apartment within the Apartment Community. You may have to be relocated to another apartment, to another comparable facility, or to temporary reasonable housing.
h. Payment of Rent is not discretionary, and during a period of pest infestation and the abatement of same, whether or not you continually occupy the Apartment, you cannot stop payment of or reduce Rent.

We will not be responsible for any injuries or damages to you or any other person that result from a pest infestation, and you agree for yourself and all other parties to release and indemnify us in accordance with Section 15 of this Lease. In addition, you understand and acknowledge that you are responsible for reimbursing us for all remediation cost and expense resulting from your failure to comply with this Infestation Addendum.

_____ _____ _____ _____
Management, as Agent for Landlord Date Resident Date

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Apartment Community: The Cottages on Port Republic

Resident: _____

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure
Presence of lead-based paint and/or lead-based paint hazards (check one of the following):

☐ Known lead-based paint and/or lead-based hazards are present in the housing (explain).

☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports available to Landlord (check one of the following):

☐ Landlord has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment
Resident has received copies of all information listed above.
Resident has received the pamphlet *Protect Your Family from Lead in Your Home.*
https://www.epa.gov/system/files/documents/2026-02/protectyourfamily_pamphlet_2026_3.pdf

If you do not agree with the Resident's Acknowledgment, do not sign and contact the leasing office.

Management's Acknowledgement
Management has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance with the requirements of 24 C.F.R. Part 35, subpart A.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

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ASBESTOS ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____

1. **ASBESTOS.** In most dwellings which were built prior to 1981 and in some built after that, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enhancement of federal laws which limit asbestos in certain construction materials.

2. **FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

3. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floors, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in the owner's rules or community policies that are separately attached to this Lease. The foregoing prevails over other provisions of the Lease to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

_____ _____ _____ _____
Management, as Agent for Landlord Date Resident Date

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BALCONY/PATIO ADDENDUM

Apartment Community: The Cottages on Port Republic Resident: _____

☐ Not Applicable

This is an addendum to the Lease and controls in the event of conflict with the Lease. All terms in this addendum have the same meaning as in the Lease.

The use of the term balcony or patio are used interchangeably in this Addendum. Any violation of the terms set forth in this Addendum will result in fines being assessed against the Resident and shall be considered be considered a Default under the Lease.

The number of people permitted on any balcony or patio is limited to four people at any one time without exception. Smoking is prohibited on any balcony or patio.

Balcony and patio areas are to be kept clean and orderly and are not to be used as storage areas. Articles must not be hung over and/or on railings of the balcony or patio.

Only a reasonable amount of well-maintained patio furniture or well-maintained potted plants may be kept on balconies. No trash may be placed or kept on balconies or patios at any time. Objects such as furniture, bicycles, coolers, recreational equipment, screens, curtains, boxes, decorations, and any other possessions may not be placed or stored on balconies or patios. Kegs are not permitted on premises anywhere, and that includes balconies or patios.

Animals are not permitted to be left alone on any balcony or patio. No food or water for animals shall be placed on any patio or balcony. Any liquid that spills on any balcony or patio must be cleaned up immediately and not allowed to leave that area, including to fall onto another patio or balcony or common area.

No one is allowed to throw or drop anything from any balcony or patio, including liquids or objects.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ACCEPT FULL LIABILITY FOR ANY INJURY, DAMAGE, CLAIM OR ACTION RELATED TO A VIOLATION OF ANY OF THE TERMS OF THIS ADDENDUM BY YOU OR ANY GUEST. IF ANY ITEM IS THROWN, DROPPED, OR OTHERWISE LEAVES YOUR BALCONY IN ANY MANNER, THIS ACTION IS AN IRREPARABLE BREACH OF THE LEASE GIVEN THE SIGNIFICANT RISK OF HARM TO OTHERS. YOU WILL BE IMMEDIATELY EVICTED FOR THIS TYPE OF BREACH. ANY SUCH ACTION WILL ALSO BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

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_____ _____ _____ _____

Management, as Agent for Landlord Date Resident Date

Resident Initials: _____

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TANNING BED USAGE ADDENDUM

Apartment Community: The Cottages on Port Republic

Resident: _____ **Unit:** _____ **Bed:** _____

☐ Not Applicable

Use of the tanning facilities by you is subject to the following guidelines:

a) Persons using the tanning facilities do so at their own risk.
b) Your failure to wear appropriate eye protection may result in permanent damage to your eyes. You agree to wear protective eyewear when using the tanning facility.
c) Repeated exposure to ultraviolet light (whether from natural or artificial sources) causes burns and may result in premature aging and/or skin cancer.
d) If you taking a prescription or over the counter drug, you should consult a physician before using the tanning facilities.
e) If you are pregnant, you should consult a physician before using the tanning facilities.
f) You must comply with all applicable laws concerning use of the tanning facilities.
g) Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain foods, cosmetics, medications, or drugs. You should consult a physician before using the tanning facilities if you have any questions or concerns.
h) You are responsible for understanding and abiding by all tanning facility regulations.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE WARNINGS STATED ABOVE AND YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OF MISUSE OF THE TANNING FACILITY. YOU HEREBY AGREE TO WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT COMMUNITY IN WHICH THE TANNING FACILITY IS LOCATED (AS THEY ARE IDENTIFIED IN YOUR LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING FACILITY ITSELF AND/OR MY USE OR MISUSE OF THE TANNING FACILITY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTIONS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.

_____ _____
Management, as Agent for Landlord Date

_____ _____
Resident Date

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AUDIO/VIDEO/PHOTO WAIVER RELEASE ADDENDUM

Apartment Community: The Cottages on Port Republic Resident: _____

Resident hereby grants Landlord, Management, and its affiliates (collectively referred to as the "Released Parties") the unlimited and irreversible right to use, reuse, and publish any and all photographs, video clips, audio clips, and/or other digital media taken of them at a Campus Apartments event or function.

Resident hereby waives the right to inspect or approve the finished version(s), including any written or electronic copy that may be created in the connection therewith.

Resident hereby grants the Released Parties permission and a license to use, reproduce, and publish their photographs, video clips, audio clips, written comments, and statements (collectively referred to as "media") of the property in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other electronic or print marketing related materials. In addition, Resident waives the right to payment, royalties, or any other compensation arising or related to the use of the media.

Resident understands and agrees that the media will become property of Released Parties and irrevocably authorizes the Released Parties to edit, alter, copy, exhibit, publish, or distribute the media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses.

Resident has read this document and is fully aware of the content and hereby provides their full and complete authorization as indicated above and by their signature below.

_____ _____ _____ _____

Management, as Agent for Landlord Date Resident Date

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Resident Initials: _____

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VIRGINIA ADDENDUM

(Updated 06/26/2008)
(Revised 07/03/2024)

Apartment Community: The Cottages on Port Republic
Resident: _____

This is an addendum to the Lease and controls in the event of a conflict with the Lease. All terms in this addendum will have the same meaning as in the Lease.

1. MEGAN'S LAW DISCLAIMER. We have not made any investigation or inquiry under Megan's Law (Sex Offender Registration Law), and you agree to make such inquiry or investigation as you deem necessary. By signing this addendum, you acknowledge that any information disclosed under Megan's Law may not be used with respect to the provision of housing or accommodations. By the acceptance of this Lease, you release us and Management of any obligation or responsibility to obtain or to disclose such information to you. The Virginia State Police keep a current central Statewide Sex Offender Registry, which is available on the Internet at https://www.vspsor.com/Search.

2. LEASE TERM. Notwithstanding anything in the Lease to the contrary, nothing in Section 2 of the Lease shall be construed as a waiver of your rights pursuant to Virginia Code Section 55.1-1238 due to our failure to deliver possession of the Premises.

3. SECURITY DEPOSIT.

a. In accordance with Virginia Code Section 55.1-1226(A), we will, within forty-five (45) days after the Ending Date or the date you vacate the Premises, whichever occurs last, provide an itemized written notice of all deductions and return any remaining Security Deposit balance. We have the right to deduct from the Security Deposit (i) the payment of accrued rent, including the reasonable charges for late payment of rent specified in the Lease; (ii) the payment of the amount of damages Landlord has suffered by reason of your noncompliance with Virginia Code § 55.1-1227, less reasonable wear and tear; (iii) other damages or charges as provided in the Lease; and (iv) actual damages for breach of the Lease pursuant to Virginia Code § 55.1-1251. In the event you vacate the Premises prior to the Ending Date or you have not given proper notice of termination of the Lease, you shall be liable for actual damages pursuant to Virginia Code § 55.1-1251, in which case, we shall give written notice of your security deposit disposition within the 45-day period, but may retain any security balance to apply against any of your financial obligations to us pursuant to the Lease or applicable law. You agree to provide us with a forwarding address prior to the Ending Date or the termination of the Lease Term. Where there is more than one (1) Tenant, then, unless otherwise agreed in writing by all, the check for the return of any portion of the Security Deposit remaining after deducting these expenses will be payable to all Tenants and sent to a forwarding address provided by one of the Tenants. If no forwarding address is provided, we will hold the funds in escrow for up to one (1) year and thereafter may remit the sum to the Treasurer of the Commonwealth of Virginia as unclaimed property.

b. In accordance with Virginia Code Section 55.1-1226(G), we shall provide written notice to you of your right to be present at our inspection of the Premises for the purpose of determining the amount of Security Deposit to be returned. If you desire to be present when we make the inspection, you must notify us in writing of such desire, whereupon we will notify you of the time and date of the inspection, which must be made within seventy-two (72) hours of return of possession of the Premises.

4. REMEDIES. In accordance with Virginia Code Section 55-248.31(B), we may terminate the Lease upon thirty (30) days' written notice to you, in the event you commit and remedy a violation of your obligations under the Lease and subsequently intentionally commit a similar violation of your obligations under the Lease.

5. OBLIGATIONS AND DUTIES OF TENANT. In accordance with Virginia Code Section 55.1-1227, and in addition to your other obligations under the Lease, you must comply with any and all obligations imposed upon you by applicable building codes materially affecting health and safety, and you must personally refrain and forbid any other person who is on the Premises with your permission from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the Premises or Common Areas. You must not tamper with a properly functioning smoke detector, including removing any working batteries, so as to render the smoke detector inoperative. You must abide by all reasonable rules and regulations imposed by us.

6. RIGHT OF ENTRY. Notwithstanding anything in the Lease to the contrary, we, and our respective agents, employees, repairers, servicers, and representatives may enter the Premises for the reasons and as required by Virginia Code Section 55.1-1229.

7. CONFLICT WITH LAW. In the event of any conflict between the provisions of the Lease or this addendum and any applicable law, applicable law shall control.

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_____	_____	_____	_____
Management, as Agent for Landlord	Date	Resident	Date

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