



**Capstone Cottages of Lubbock
Capstone Properties, LLC
Lease**

Bedroom Lease

THIS LEASE (this "Lease") is made and entered into this ____ day of _____, 201____ by and between CAPSTONE PROPERTIES, LLC ("Agent"), as agent for the owner, CCC-LUBBOCK LLC a Delaware limited liability company ("Landlord"), of Capstone Cottages of Lubbock ("the Community"), and _____ ("Tenant").

1. **DESCRIPTION OF APARTMENT UNIT AND TERM:** Landlord hereby leases unto Tenant, and Tenant hereby leases from Landlord, a rental space in an apartment unit with a mailing address of 4702 4th Street Lubbock, Texas 79416, unit # _____ (the "Apartment Unit"). The Apartment Unit consists of _____ bedroom(s), _____ bathroom(s), a kitchen and a living/dining area, together with all applicable fixtures, furniture, furnishings and appurtenances. It is understood that Tenant's rental space consists of the exclusive use and occupancy of one of the bedrooms and one of the bathrooms and the shared use and occupancy of the kitchen and living/dining areas with the other tenants of the Apartment Unit (together with any and all applicable fixtures, furniture, furnishings and appurtenances).

The Apartment Unit is to be used and occupied by Tenant as a residence exclusively, for the period beginning August 25, 2017 and ending August 8, 2018 at 1:00 P.M., unless terminated sooner as provided herein (the "Term"). Under no circumstances shall this Lease be construed to extend beyond 365 days from the beginning date of the Term. It is expressly understood that this Lease is for the entire Term regardless of whether Tenant is transferred, ceases to be enrolled in a college or university in the vicinity of the Community, or is unable to continue occupying the Apartment Unit for any other reason. Accordingly, Tenant's obligation to pay the Rent (as hereinafter defined) hereunder shall continue for the entire Term of this Lease and until all sums due Landlord hereunder have been paid in full.

Neither Landlord nor Agent shall be liable to Tenant for any damages resulting from Landlord's inability to deliver possession of the Apartment Unit to Tenant at the commencement of the Term; provided, however, Tenant may cancel this Lease if possession of the Apartment Unit has not been delivered, due to Landlord's inability to deliver, within 30 days of the commencement date of the Term.

2. **RENT:** Tenant, in return for the use of the Apartment Unit and in consideration of the terms, conditions, covenants and provisions contained herein, shall pay Landlord the sum of \$_____, (**Insert Amount**) without offset or deduction (the "Rent"). **Tenant hereby acknowledges that the Term of this Lease may be less than a full calendar year, and the Rent has been allocated into 12 installments.** The first installment of Rent of \$_____, (**Insert Amount**) shall be due no later than _____ {DATE}. Commencing _____ {DATE}, Rent shall be paid on the 1st day of each month when the installment is due, in advance and without demand, in monthly installments of \$_____ (**Insert Amount**). Rent not received by the 1st day of the month will be delinquent. The last installment of Rent of \$_____, (**Insert Amount**) shall be due on _____ {DATE}. Rent shall be paid at the office of the Community and checks tendered for the Rent shall be made payable to "Capstone Cottages of Lubbock." Tenant may not withhold or offset Rent for any reason whatsoever. Any fees, costs or other charges herein or in any addendum hereto that are the responsibility of Tenant are deemed "Additional Rent" and may be collected in the same manner as Rent.
3. **LATE FEES:** In the event the Rent is not paid at the office of the Community prior to the close of business on the 3rd day of the month when the installment is due, Tenant shall pay a late charge equal to the amounts below:

- \$25.00 for Rent received after the 3rd of the month
- \$50.00 for Rent received after the 8th of the month
- \$75.00 for Rent received after the 13th of the month
- \$100.00 for Rent received after the 18th of the month
- \$125.00 for Rent received after the 23rd of the month
- \$150.00 for Rent received after the 28th of the month

Tenant acknowledges that late payment of Rent or any other monetary obligations due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are extremely difficult and impractical to fix, including processing and accounting charges. The parties agree that these late charges are based on a reasonable estimate of uncertain damages to Landlord that are incapable of precise calculation and result from late payment of Rent.

If the 3rd day of the month falls on a Saturday, Sunday, or a holiday observed by the Community, the Rent must be placed in the designated drop box prior to the opening of the first business day following the weekend or holiday; otherwise, the Rent will be considered received on the opening of the next business day and late fees may accrue if that next business day is after the 3rd day of the month.

To ensure timely payment by the first day of the month, please mail the Rent by the 20th day of the previous month. If the Rent is mailed, the late charge will be applied to any Rent **received** by mail after the 3rd day of the month in which it is due.

In the event Tenant elects to pay the Rent by check, Tenant shall pay Landlord a charge of \$30.00 for any check returned to Landlord for nonsufficient funds, or if said check otherwise fails to clear the issuer's bank. Said charge shall be due and payable immediately upon notification to Tenant of such instance, and shall be in addition to any late charges resulting from the check's failure to clear. Landlord reserves the right at any time during the Term hereof to specify and demand a particular form of payment for all monies due, whether such form of payment be cash, money order, credit card, e-check or check; provided, however, Landlord shall give Tenant no less than 15 days advance notice in the event such election is made by Landlord. Landlord shall at all times have the right to refuse payment in the form of "cash" for monies due hereunder. Tenant acknowledges that cash is not an acceptable form of payment for any sums due by Tenant under this Lease.

Tenant acknowledges that any Rent received by Landlord will first be applied to any outstanding charges (such as late charges, cleaning service charges, returned check charges) incurred by or on behalf of Tenant prior to applying the same to the current monthly Rent regardless of whether or not Tenant has made notations on the payment instrument and regardless of when the obligations came about. If the payment tendered by Tenant fails to cover the total charges outstanding, then Tenant shall immediately pay the difference, plus any late charge incurred by virtue of Tenant's failure to timely pay all sums due from Tenant to Landlord.

4. **SECURITY DEPOSIT:** Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord a security deposit in an amount equal to \$100.00 (One Hundred Dollars) (the "Security Deposit") to secure Tenant's performance of the terms, conditions, covenants and provisions of this Lease. "Security Deposit" has the meaning assigned to that term in Section 92.102, Texas Property Code. The Security Deposit is not advanced Rent and Tenant may not deduct any portion of the Security Deposit from Rent or other charges due to Landlord. Landlord shall have the right, but not the obligation, to apply the Security Deposit in whole or in part to the payment of any unpaid Rent or other sums due from Tenant under the terms of this Lease or for damages suffered by Landlord due to nonperformance or breach of any term, condition, covenant or provision of this Lease by Tenant or Tenant's guests or invitees, and Tenant shall replace such amounts used within 10 days' notice from the Landlord. Landlord's right to possession of the Apartment Unit for nonpayment of Rent or for any other breach of this Lease by Tenant shall not be affected by the fact that Landlord holds a Security Deposit and payment of the Security Deposit shall in no way be interpreted to limit Tenant's liability hereunder. Tenant acknowledges and agrees that the Security Deposit and any charges applied against same are joint and several obligations with the other tenants and guarantors in the Apartment Unit and that Landlord may refund any remaining Security Deposit by a check made payable to Tenant and such other tenants or guarantors in the Apartment Unit who actually paid money toward the Security Deposit. Tenant understands that the Security Deposit is separate from, and in addition to, any applicable Pet Fee or administrative/service fee; however, damages, charges and fees due as a result of redecoration, a pet or otherwise may be deducted from the Security Deposit as allowed by applicable law. Landlord will mail Tenant its Security Deposit refund (less deductions for any amounts payable by Tenant pursuant to this Lease and also less any other lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, provided that Tenant gives Landlord at least 30 days written notice of surrender, unless statutes provide otherwise.

TENANT MUST NOTIFY LANDLORD IN WRITING PRIOR TO TENANT'S MOVE OF A FORWARDING ADDRESS WHERE TENANT CAN BE REACHED AND WHERE TENANT WILL RECEIVE MAIL.

5. **ADMINISTRATIVE/SERVICE FEE:** Tenant agrees to pay \$100.00 (One Hundred Dollars) as a nonrefundable administrative/service fee upon signing this Lease as an advance payment of rent. Upon vacating the Apartment Unit, Landlord may use the administrative/service fee to paint, clean, shampoo carpets and for maintenance materials and labor. If the cost(s) to restore the Apartment Unit exceeds \$100.00 (One Hundred Dollars) as a result of damage caused by Tenant or Tenant's failure to maintain the Apartment Unit as required by the terms of this Lease and/or Prevailing Law, Tenant agrees to pay the additional cost(s) incurred by Landlord to restore the Apartment Unit.
6. **CONDITION OF APARTMENT UNIT; WAIVER OF WARRANTY; SUBORDINATION:** Subject to any items noted on the Condition Report (as hereinafter defined) to be completed and delivered by Tenant to Landlord upon taking occupancy of the Apartment Unit pursuant to the provisions of Section 20, Tenant hereby acknowledges that, upon taking possession of the Apartment Unit at the beginning of the Term: (a) it has had the opportunity to inspect the Apartment Unit; (b) it accepts the Apartment Unit and the fixtures, furniture, furnishings and appurtenances in the Apartment Unit "AS IS" and "WITH ALL FAULTS;" (c) Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Apartment Unit (including habitability, suitability or fitness for a particular purpose) and/or the fixtures, furniture, furnishings and appurtenances in the Apartment Unit, and (d) the Apartment Unit and its applicable fixtures, furniture, furnishings and appurtenances are in good repair and in a fit and habitable condition, except for repairs and corrections Landlord has agreed to make as noted on the Condition Report. **TO THE MAXIMUM EXTENT PERMITTED BY PREVAILING LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Except for repairs and corrections Landlord has agreed to make as set forth on the Condition Report and approved by Landlord, the Apartment Unit and the fixtures, furniture, furnishings and appurtenances in the Apartment Unit will be deemed to be in a clean, safe and good working condition and Landlord will not be responsible for defects or damages that may have occurred before the Tenant moved in and which are not noted in the Condition Report.

Tenant accepts this Lease, and acknowledges that Tenant's interest in the Apartment Unit is, subject, subordinate, and inferior to any mortgages and/or deeds of trust now or at any time hereafter constituting a lien or charge upon the Apartment Unit or the Community or any ground lease (a "Mortgage"). In the event of any foreclosure of any such Mortgage, Tenant agrees to attorn to the purchaser upon foreclosure of the any Mortgage. Notwithstanding anything

to the contrary contained herein, Tenant agrees that this Lease is subordinate to any future Mortgage placed against the Apartment Unit or the Community, and that it will attorn to the future mortgagee.

7. **TENANT'S OBLIGATIONS AND RESPONSIBILITIES:** Tenant agrees to keep and maintain the Apartment Unit, together with all fixtures, furniture, furnishings and appurtenances, in good and clean condition, excepting reasonable wear and tear, and to make no alterations, improvements or additions thereto without Landlord's prior written consent. Consent to any and all alterations, improvements or additions, including any process that involves the sawing, sanding, filing, carving, or penetration of any component of the Apartment Unit or the Community, may be withheld in Landlord's sole and absolute discretion. Any and all alterations, improvements or additions built, constructed or placed on the Apartment Unit by Tenant with Landlord's consent shall be made in accordance with all applicable ordinances, codes, rules, regulations and laws, shall be at Tenant's sole expense, and shall become the property of Landlord and remain on the Apartment Unit at the expiration or earlier termination of this Lease. Any and all alterations, improvements or additions built, constructed or placed on the Apartment Unit or the Community by Tenant without Landlord's written consent may be removed by Landlord and the Apartment Unit and the Community may be restored to their original state, all at the Tenant's sole expense.

Tenant shall not, nor permit any of Tenant's guests or invitees to, (a) keep any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company; (b) engage in the manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use illegal drugs, controlled substances or drug paraphernalia; (c) engage in acts of violence or threats of violence, including the unlawful discharge of firearms; (d) engage or assist in the consumption of alcohol by a person under the legal age to consume alcohol in the State which the Community is located; or (e) engage in any other illegal activities anywhere in the world. It is understood and agreed that a single violation of this Section shall be a default of the Lease. Unless otherwise required by Prevailing Law, proof of violations shall not require criminal conviction but shall be by a preponderance of the evidence. Tenant shall be responsible and liable for the acts and omissions of guests or any other person visiting the Apartment Unit as if Tenant engaged in such acts or omissions.

It is understood that Tenant will be occupying the Apartment Unit jointly and is jointly and severally liable for any damages to the common areas of the Apartment Unit and its fixtures, furniture, furnishings, appurtenances. Accordingly, Tenant must exercise responsibility to see that the entire Apartment Unit is maintained in good order and repair. Tenant shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Apartment Unit. Tenant shall promptly report to Landlord any repairs which need to be made to the Apartment Unit. All requests for repairs must be in writing and delivered to Landlord. In the event of an emergency related to the condition of the Apartment Unit that materially affects the physical health or safety of an ordinary tenant, call the telephone number listed on the Community's website.

NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this Lease or the Texas Property Code, Tenant may be entitled to exercise remedies under Sections 92.056 and 92.0561, Texas Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate this Lease and obtain an appropriate refund under Section 92.056(f), Texas Property Code; (2) have the condition repaired or remedied according to Section 92.0561, Texas Property Code; (3) deduct from the Rent the cost of the repair or remedy according to Section 92.0561, Texas Property Code; and (4) obtain judicial remedies according to Section 92.0563, Texas Property Code.

Although Tenant may have guests and invitees from time to time, it is understood that occupancy of the Apartment Unit is expressly reserved for Tenant only, and any persons occupying the Apartment Unit as a guest for more than 7 days during the Term shall be treated as a guest only if Landlord is notified in writing by Tenant and Landlord consents in writing thereto, which consent may be withheld in Landlord's sole and absolute discretion. Otherwise, the occupancy of the Apartment Unit by an unauthorized guest in excess of said 7 day period shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from Tenant and the guest (whose liability shall be joint and several) an amount of Rent equal to that being paid by Tenant, in addition to the right of Landlord to declare this Lease in default and pursue any of Landlord's other remedies hereunder or by Prevailing Law.

Tenant may receive door keys, mailbox keys, electronic access cards and/or electronic access codes, which Tenant acknowledges are for Tenant's personal use and Tenant agrees to not pass along such items to third parties and to keep such items confidential. Tenant shall be held responsible for any death, injury, damage or loss sustained by any person because of Tenant's negligence in passing along such items to any third party and not keeping such items confidential. Any duplicates of such items must be made by Landlord only, in its sole and absolute discretion. If any such item is lost or stolen, Tenant must promptly notify Landlord and Tenant will be charged a replacement fee for each such item replaced. **If Tenant vacates the Apartment Unit in breach of the terms herein, Landlord may deduct from the Tenant's security deposit the reasonable cost incurred by the Landlord to re-key a security device operated by a key, card or combination as required by Section 92.156 of the Texas Property Code**

Tenant will keep the sinks, lavatories, commodes and all other plumbing open and will immediately notify Landlord of any malfunctions and neither Landlord nor Agent shall be charged with knowledge of any such malfunction prior to receipt of such notice.

Tenant agrees to report any pest issues to Landlord for necessary remediation. Because it is the responsibility of the Tenant to keep the Apartment Unit clean, if Tenant consistently lives in an unsanitary environment, Tenant acknowledges and accepts that Landlord is limited in its ability to address the pest situations, and Tenant waives the right to hold Landlord responsible for continual issues. When inhabiting the Apartment Unit, Tenant agrees to inspect the Apartment Unit for fleas, bedbugs and termites. After Tenant has returned the Condition Report, and if Tenant has not noted the aforementioned pests thereon, Tenant will be responsible for the costs incurred by Landlord to remedy any pest condition.

Tenant agrees to regularly inspect the Apartment Unit for water leaks, moisture, mold and mildew. Potential sources of water or moisture include roof leaks, humidifiers, plumbing leaks, steam from cooking, watering houseplants, baths and showers. Leaks may occur around water heaters, toilets, sinks, tubs, showers, windows and doors. Discolored areas on walls and ceilings and moisture in carpets may indicate roof leaks or clogged air conditioner drains. Tenant agrees to immediately notify Landlord in writing if Tenant detects leaks, mold or mildew within the Apartment Unit. Tenant agrees to clean and remove mold and mildew as part of Tenant's obligation to keep and maintain the Apartment Unit in good and clean condition. If Tenant desires specific mold and mildew cleaning instructions, such instructions will be made available by Landlord to Tenant upon request. If Tenant discovers mold and mildew in areas not accessible to Tenant for cleaning, Tenant agrees to inform Landlord in writing so that Landlord can remove mold and mildew from those areas.

8. **RELEASE OF LIABILITY AND INDEMNIFICATION:** Neither Landlord nor Agent shall be liable for any personal conflict of Tenant with co-tenants, Tenant's guests or invitees, or with any other tenants that reside at the Community. Therefore, a conflict between tenants does not constitute grounds for Tenant to terminate this Lease.

To the fullest extent permitted by Prevailing Law, neither Landlord nor Agent shall be liable for any death, injury, damage or loss to person or property whatsoever, including any caused by burglary, assault, vandalism, theft or any other crimes; negligence of Tenant or others; wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster or other acts of God; any defects in the heating, gas, electricity, water, or sewer systems serving the Community; any interruption of heat, electricity, water, sewer, telephone, cable TV, internet or any other utility services serving the Apartment Unit or the Community; the malfunction of machinery or appliances serving the Apartment Unit or the Community; or any other cause which is not the direct result of the fault of Landlord or its Agent; and, to the fullest extent permitted by Prevailing Law, Tenant hereby expressly releases, waives, discharges and agrees not to sue Landlord, Agent, and their respective officers, directors, shareholders, members, managers, agents, employees, representatives, affiliates, nominees, designees, successors and assigns (collectively the "Releasees") for any and all claims for such death, injury, damage or loss.

In addition, to the fullest extent permitted by Prevailing Law, Tenant agrees to indemnify, defend and hold harmless the Releasees for, from and against any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including reasonable attorneys' fees, costs and expenses) asserted by any person (including Tenant, Tenant's guests and invitees, and their respective family members, personal representatives, heirs, agents and assigns) against the Releasees and arising, directly or indirectly, out of (i) any accident, injury or damage occurring in and around the Apartment Unit or in or about the Community, resulting from any reason whatsoever (other than the acts of Landlord or its Agent); (ii) any activities of Tenant or Tenant's guests or invitees in and around the Apartment Unit or in or about the Community; or (iii) Tenant's failure to perform any covenant that Tenant is required to perform under this Lease.

Furthermore, Tenant expressly acknowledges and agrees that the Community contains various common areas, such as a clubhouse, swimming pool, fitness and tanning facilities, and other amenities made available by Landlord (the "Amenities"). To the fullest extent permitted by Prevailing Law, Tenant, for himself or herself and any family members, personal representatives, heirs, agents and assigns, hereby acknowledges, represents, covenants and agrees that: (a) the use of the Amenities by Tenant shall be at Tenant's own risk, and (b) Tenant assumes full responsibility for and risk of bodily injury, death or property damage or loss due to or arising out of, or related to, the Tenant's use of the Amenities. Tenant also hereby releases, waives, discharges and agrees not to sue the Releasees for any and all present and future liability to the Tenant and/or the Tenant's family members, personal representatives, heirs, agents and assigns, for any and all injury, loss, liability, damages or costs, and any and all claims, suits, causes of action or demands therefor, known and unknown, on account of injury to person or property or resulting in the death or disability of the Tenant, during or arising out of or related to Tenant's use of the Amenities, and Tenant hereby agrees to indemnify, defend and hold harmless each of the Releasees for, from and against any and all injury, loss, liability, damage or cost Tenant may incur during, arising out of or related to the Tenant's use of the Amenities.

The indemnification obligations of Tenant to Landlord under this Section shall not depend upon the existence of fault or negligence but shall apply whether or not Tenant, Tenant's guests or invitees or any other person be at fault and shall include all legal liabilities arising without fault. Notwithstanding the foregoing, this section does not exculpate or limit the liability or cost of the Landlord or Agent from any liability arising under law.

9. **LANDLORD'S RIGHT OF INSPECTION AND ENTRY:** If Tenant or any guest or occupant is present, then Landlord, Agent and their respective agents, employees and representatives [including without limitation repairers, servicers, contractors, and other persons engaged in the activities listed in (2) below] may peacefully enter the Apartment Unit at reasonable times for the purposes listed in (2) below. If nobody is in the Apartment Unit, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if: (1) written notice of the entry is left in a conspicuous place in the Apartment Unit immediately after the entry; *and* (2) entry is for: responding to Tenant's request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under Landlord's rules; removing perishable foodstuffs if Tenant's electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as Tenant authorized in its rental application; allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the Apartment Unit to prospective residents (after move-out or vacate notice has been given); or showing the Apartment Unit to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

10. **ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting or transferring of the Apartment Unit without the prior written consent of Landlord shall be null and void and shall be a default under this Lease. Landlord's consent to any assignment, subletting or transferring shall not be deemed a waiver of this Section 10 or as a consent by Landlord to any subsequent assignment, subletting or transferring.

If Tenant wants to assign, sublet or transfer Tenant's interest in the Apartment Unit, or any part thereof, and Landlord has consented thereto, but Tenant is unable to find a third party to assume all of the obligations of this Lease, Tenant may execute a re-lease agreement, which will be kept on file in Landlord's office in the event of an inquiry from a third party. It is understood by Tenant that execution of re-lease agreement does not release Tenant from Tenant's obligations under this Lease, and Tenant understands that in the event an assignee, sublessee, or transferee is not found by either Tenant or Landlord, Tenant shall be responsible for payment of Rent for the entire Term of this Lease. Notwithstanding anything herein to the contrary, even if a third party executes the re-lease agreement, Tenant shall remain liable for all sums due under this Lease in the event of a default by such third party.

In the event that Landlord consents to the assignment, subletting or transfer of Tenant's interest in Apartment Unit, Tenant and any guarantor(s) to this Lease shall remain liable under this Lease in the event of a default by the assignee or transferee. In order to document an assignment, sublease or transfer, Tenant must execute a re-lease agreement. Tenant can be assessed a fee equal to one monthly installment of Rent or a different amount set by Landlord.

Any sale of the Community shall not affect this Lease or any of Tenant's obligations, but upon such sale Landlord will assign this Lease to the new owner of the Community and, except as otherwise provided by Section 92.105, Texas Property Code, be released from all of Landlord's obligations under this Lease and the new owner of the Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.

11. **USE OF APARTMENT UNIT; COMPLIANCE WITH LAWS AND SCHOOL REGULATIONS:** Tenant agrees to abide by all applicable ordinances, codes, rules, regulations, and laws and to avoid disruptive behavior or conduct. Tenant shall not use or permit the Apartment Unit to be used in any manner that could or does result in any damage to the Apartment Unit. Additionally, if Tenant is a full or part-time student at a university or college, then Tenant also agrees to obey the rules and regulations outlined in that particular institution's student code of conduct or similar instrument(s).

12. **SPECIAL SERVICES:** If Agent or Landlord elects to provide any optional services, such as laundry service, rental of vacuum cleaners or small appliances, etc., the charges for such other services utilized by Tenant shall be deemed Additional Rent and Tenant's failure to timely pay for the same shall be treated as a default hereunder. Landlord and Agent may change or discontinue any optional services that it provides at any time without notice to Tenant.

13. **SECURITY:** Landlord may, at its sole option, employ courtesy managers who may reside at the Community. Although the presence of courtesy managers is for the benefit and convenience of Landlord, Agent and Tenant, it is expressly understood and agreed that the providing of courtesy managers is purely discretionary on the part of Landlord and in no way has Landlord agreed or committed to insure, guarantee, indemnify, or to otherwise protect Tenant's person or property, or the person or property of any guest, invitee, or other tenants of the Community. Likewise, Landlord, at its sole option, may elect to install certain security devices or measures that are not required by law. Tenant hereby acknowledges that if a security alarm has been installed by Landlord in the Apartment Unit, such security alarm will not be monitored by Landlord, and if Tenant desires to have the security alarm monitored, Tenant shall be responsible for contacting a monitoring service company directly and shall be solely responsible for all monitoring costs charged by such company. Subchapter D, Chapter 92, Texas Property Code requires the Apartment Unit to be equipped with certain types of locks and security devices. Landlord has rekeyed the security devices since the last occupant vacated the Apartment Unit or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in Section 92.151, Texas Property Code. **All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.**

14. **BREACH, ABANDONMENT, FORFEITURE AND TERMINATION:** Tenant will be in default under this Lease, without the necessity of any notice, demand or putting in default, if: (i) Tenant fails to pay the Rent or any other sum payable under this Lease or any addendum promptly as stipulated; (ii) voluntary or involuntary bankruptcy proceedings are commenced by or against Tenant; (iii) Tenant included any false information in Tenant's rental application; (iv) Tenant discontinues the use of the Apartment Unit for the purposes for which it was rented; (v) Tenant or any of Tenant's guests or invitees fails to maintain a standard of behavior consistent with the consideration necessary to provide reasonable safety, peace and quiet to the other residents in the Community, such as being boisterous or disorderly, creating undue noise, disturbance or nuisance of any nature or kind, or engaging in any unlawful or immoral activities, and such activity or disturbance continues or occurs again after Landlord has given written notice to Tenant; (vi) Tenant is a convicted sex offender; (vii) Tenant is arrested for any criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance or illegal drugs; (viii) any illegal drugs are found in the Apartment Unit; (ix) Tenant breaches any other term or covenant of this Lease or any addendum to this Lease; or (x) Tenant abandons or vacates the Apartment Unit prior to the expiration of the Term. If a default occurs, Landlord may, at its option, terminate this Lease and regain possession of the Apartment Unit in accordance with Prevailing Law, and such actions shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Tenant from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under Prevailing Law. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid Rent or damages, or of the Landlord's right to avail itself of any remedy allowed by Prevailing Law.

In addition to any other remedies and Landlord's rights hereunder and if permitted by Prevailing Law, Tenant shall pay all reasonable fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) which shall be incurred or expended by Landlord due to Tenant's breach of this Lease, for enforcement of this Lease, for recovery of possession of the Apartment Unit (including Landlord's costs associated with eviction of Tenant or forcible entry and detainer action by Landlord for an event of default by Tenant under this Lease, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest), and for recovery of Rent or other sums due under this Lease. Any Rent or damages which remain unpaid after default shall bear interest at the rate equal to the lesser of 15% per annum compounded quarterly, or the highest rate allowable under Prevailing Law.

15. **DAMAGE TO THE APARTMENT UNIT:** In the event the Apartment Unit is either partially or completely destroyed by fire or other disaster, Landlord may at its sole discretion and without liability to Tenant, elect to either terminate this Lease, relocate Tenant to an alternate apartment unit in accordance with this Lease or repair/rehabilitate the Apartment Unit. If the election to rehabilitate or repair is made, Tenant's rent shall be pro-rated so Tenant does not pay for the period when Tenant cannot occupy the Apartment Unit (or alternative apartment unit if provided by Landlord). If the Apartment Unit is not rehabilitated or repaired within a reasonable time frame of the fire or other disaster this Lease will terminate at the discretion of Landlord. Notwithstanding the foregoing, it is expressly understood and agreed that Tenant shall not be excused from paying Rent if the damage or destruction to the Apartment Unit is the result of or is attributable in any way to Tenant or Tenant's guests or invitees, and Tenant shall be charged for the cost and expense of any repairs or clean-up related to such damage or destruction.
16. **INSURANCE:** Tenant acknowledges and agrees that: (A) in no event shall Landlord or Agent be liable for or required to insure any personal or other property of Tenant located within the Apartment Unit, the Community or otherwise at any time during the Term; (B) such personal or other property of Tenant could be damaged, destroyed or stolen during the Term; and (C) certain accidents, incidents or other events could arise or occur during the Term which could result in injury, damage or liability to or for Tenant or others. All personal or other property placed or kept in the Apartment Unit, or in any storage room or space, or anywhere in the Community shall be at Tenant's sole risk and neither Landlord nor Agent shall be liable for any damages to, or loss of, such property. Tenant is encouraged to secure apartment-dwellers', renters' or similar insurance to cover any damage or loss to personal property kept by Tenant in or about the Apartment Unit, and other available insurance coverage insuring against events referenced above or any other insurable occurrences, events, accidents or incidents.
17. **RELOCATION:** For purposes of operating efficiency, Landlord reserves the right, upon 5 days advance written notice when possible, to relocate Tenant to another apartment unit at the Community of similar size and value, though Tenant understands and agrees that variations in size, location, and value may occur. In the event of such relocation, this Lease shall be automatically amended so as to make the "Apartment Unit" the new apartment unit. Landlord may, without obligation, assist Tenant in moving Tenant's personal property to such new unit, though Tenant understands that the form or manner of such assistance shall be in Landlord's sole discretion. Tenant understands and agrees that Tenant shall not have any right to compel Landlord to assist Tenant to move in any particular manner, and Tenant agrees that Tenant shall have no right to demand reimbursement of any kind related to any expenses incurred by Tenant in relocating to another apartment unit. Should Tenant fail or otherwise refuse to relocate, such refusal or failure shall be considered a default of this Lease.
18. **PARKING AND COMMON AREAS:** Various areas of the Community are designated and intended for the use in common by all tenants, including the non reserved parking areas, walkways, swimming pool, clubhouse, and other amenities made available by Landlord which shall be used by Tenant in accordance with the Rules and Regulations (as hereinafter defined). Landlord reserves the right to set the days and hours of use for all common areas and to change the character of or close any common area based upon the needs of Landlord and in Landlord's sole and absolute discretion, without notice, obligation or recompense of any nature to Tenant. The unavailability of such areas shall not be a violation of this lease agreement. Certain common areas may have installed video surveillance cameras. Tenant hereby acknowledges and agrees that any vandalism and/or illegal activity caught on videotape can and will be used against them.
19. **GUARANTY:** Landlord may require, as a condition precedent of Landlord choosing to enter into this Lease with Tenant, a binding guaranty (the "Guaranty") of Tenant's parent or other sponsor (the "Guarantor"), which will cause the Guarantor to be jointly and severally liable for all of Tenant's obligations hereunder. Landlord reserves the right to terminate this Lease or terminate Tenant's possession of the Apartment Unit in the event such Guaranty is not fully executed, notarized and returned within 15 days from the date of execution of this Lease by Tenant, or prior to Tenant's taking possession of the Apartment Unit, whichever time period is shorter, or if for any reason the Guaranty terminates at any time during the Term. Tenant understands that the Guaranty must be obtained directly from the Guarantor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. Tenant acknowledges that this Lease is for an essential necessity of Tenant, and that Tenant shall be fully bound by all of the terms, conditions, covenants and provisions hereof irrespective of Tenant's age or legal status. **The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the terms, conditions, covenants and provisions of this Lease and shall not be construed as a release of Tenant's responsibilities and obligations hereunder.**
20. **CHECK-IN PROCEDURES:** A Move-In/Move-Out Condition Report, which is incorporated herein by reference as Addendum "A" (the "Condition Report"), will be provided to Tenant at the time that Tenant moves into the Apartment Unit. Within 24 hours of the day on which Tenant moves in, Tenant must indicate in writing on the Condition Report any defects or damages in the Apartment Unit; otherwise, the Apartment Unit and the fixtures, furniture, furnishings and appurtenances in the Apartment Unit will be deemed to be in a clean, safe and good working condition and Tenant will be responsible for defects or damages that may have occurred before Tenant moved in. Agent and Tenant shall sign the Condition Report which shall be conclusive evidence of the accuracy of the condition of the Apartment Unit. Landlord shall give to Tenant a copy of the Condition Report upon request.
21. **CHECK-OUT PROCEDURES; TENANT'S DUTIES UPON EXPIRATION OR TERMINATION:** Before surrendering possession of the Apartment Unit, Tenant must give Landlord advance written notice but such notice will not release Tenant from any liability for the full Term of this Lease and Tenant will remain liable for Tenant's obligations under this

Lease for the remaining Term. Upon Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, Tenant may elect to conduct a joint inspection of the Apartment Unit with Landlord, Agent or their agent, employee or representative and note in the space provided on Landlord's copy of the Condition Report the condition of the Apartment Unit, including all fixtures, furniture, furnishings, and appurtenances therein, and any damage done thereto which is deemed by Landlord to have arisen during Tenant's occupancy and use of the Apartment Unit.

On or before Tenant's surrendering possession of the Apartment Unit at the expiration or earlier termination of this Lease, and in addition to, and not in lieu of the other duties and obligations under this Agreement, Prevailing Law, or in any document incorporated herein by reference, Tenant shall have the duty and obligation to fulfill or perform the following duties:

- i. remove all items of personal property that are not the property of the Landlord prior to the 1:00 p.m. check-out time on the expiration date of the Term (any such property not removed will be deemed abandoned) and, in the event Tenant fails to do so, Landlord shall have the right to remove the same from the Apartment Unit (Tenant acknowledges that in the event Landlord shall remove any property of Tenant from the Apartment Unit, Landlord may store and sell such personal property by following procedures in Sections 54.045(b)-(e), Texas Property Code);
- ii. immediately vacate the Apartment Unit at the time of said expiration or termination;
- iii. return the Apartment Unit to Landlord in substantially the same or better condition as the Apartment existed when Tenant took possession, clean and free of trash and debris, and with all applicable fixtures, furniture, furnishings, and appurtenances in good condition and clean and suitable for use by the subsequent tenant;
- iv. pay all unpaid Rent and other charges or amounts due from Tenant to Landlord, including charges for damages, the amount of which shall be determined in the reasonable discretion of Landlord;
- v. return all door keys and/or electronic access cards to the Apartment Unit to Landlord, as well as all mailbox keys and keys or electronic access cards to all other facilities in the Community to Landlord; and
- vi. comply with and fulfill all other duties, liabilities, requirements and obligations of Tenant under this Lease.

In addition to any other remedy Landlord may have, Tenant's failure to abide by the provisions of this Section may result in forfeiture of Tenant's right to recover all or a portion of the Security Deposit as contemplated in Section 4, and any and all actual and consequential damages as permitted by Prevailing Law.

TENANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT TENANT FAILS TO VACATE AS PROVIDED HEREIN, TENANT'S FAILURE MAKES CERTAIN REMEDIES AVAILABLE TO LANDLORD (WHICH ARE IN ADDITION TO OTHER REMEDIES AVAILABLE TO LANDLORD), WHICH REMEDIES INCLUDE THE RECOVERY BY LANDLORD OF THE GREATER OF (i) 3 MONTHS' RENT; OR (ii) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY LANDLORD, PLUS REASONABLE ATTORNEYS' FEES; AND SUCH ACTUAL DAMAGES COULD BE SUBSTANTIAL INASMUCH AS THE FAILURE OF TENANT TO VACATE MAY AFFECT, LIMIT, INHIBIT OR EVEN PROHIBIT THE ABILITY OF LANDLORD TO LEASE THE APARTMENT UNIT TO A SUBSEQUENT TENANT OR RESULT IN LANDLORD'S BREACH OF ITS LEASE WITH SUCH SUBSEQUENT TENANT.

As a convenience to Tenant and in order to assist Tenant in the performance of Tenant's obligations under this Lease, upon the expiration or termination of the Term, Tenant hereby requests and authorizes the Landlord to perform, or cause to be performed, the following basic services immediately subsequent to the expiration or termination of the Term ("Requested Post Term Services"): carpet cleaning, re-painting and basic apartment cleaning; such Requested Post Term Services to be similar to some of those performed by, or caused by Landlord to be performed, immediately prior to the Term. The reasonable cost of such Requested Post Term Services shall be paid from the administrative/service fee and any cost exceeding that amount shall be payable by Tenant to Landlord as Additional Rent (the liability for which shall accrue during the Term, but which shall not become payable until the Requested Post Term Services are performed) and the obligation of Tenant to pay the same shall survive the expiration or termination of this Lease. Tenant acknowledges that the performance of the Requested Post Term Services are not in lieu of the obligations of Tenant to otherwise perform its obligations under this Lease, but rather are being performed, or Landlord will cause the same to be performed, because Tenant has requested the same as a convenience and in order to assist Tenant.

22. **RULES AND REGULATIONS:** Tenant understands and agrees that Tenant is subject to the rules and regulations attached hereto as Addendum "B" (the "Rules and Regulations"), which are hereby incorporated into and comprise a part of this Lease. By executing this Lease, Tenant acknowledges that Tenant has read and agrees to abide by the Rules and Regulations and to require Tenant's guests and invitees to abide by the Rules and Regulations. Tenant understands and agrees that nonperformance or breach of any of the Rules and Regulations will constitute a default by Tenant under this Lease and Landlord will have the right to exercise any rights and remedies afforded to it hereunder or by Prevailing Law. The Landlord may make changes to the Rules and Regulations, and, upon notification to Tenant of such changes, such amended Rules and Regulations shall be deemed as equally binding upon Tenant and Tenant's guests and invitees as if originally set forth herein.

23. **BILLING RIGHTS:** Landlord, in its sole and absolute discretion, and as a service to Tenant, may bill Tenant in the form of an invoice monthly for Rent and other sums due. The absence of an invoice does not negate the amounts due. It is further understood that Landlord may elect to discontinue this service. If Tenant believes an invoice is incorrect, Tenant shall notify Landlord in writing within 5 days of the date of the invoice. In the notice, Tenant shall

include Tenant's name and apartment unit number and the dollar amount of the suspected error, and describe the suspected error and explain why Tenant believes there is an error. Tenant is still obligated to pay all amounts due until such time the questions are resolved.

24. **RENTAL APPLICATION:** Tenant warrants that all information provided by Tenant to Landlord on the rental application is true, correct and complete. Landlord has relied upon the information provided by Tenant and has leased the Apartment Unit to Tenant in reliance upon such information. Should any statement made on the rental application be a misrepresentation or not a true statement of fact, Tenant shall be considered in default of this Lease and this Lease may be terminated by Landlord, in its sole and absolute discretion.
25. **NOTICES:** Landlord has designated Agent, as its agent for the purposes of managing and operating the Community, acting for and on behalf of Landlord for the purpose of service of process and receiving and receipting for notices and demands, and exercising any of Landlord's rights hereunder; provided, however, that Agent is not personally liable for any of Landlord's contractual, statutory or other obligations merely by virtue of acting on Landlord's behalf and all provisions in this Lease regarding Landlord's nonliability and nonduty apply to Agent as well. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise shall be in writing and shall be deemed to have been given (i) if personally delivered, (ii) if mailed by certified United States mail, return receipt requested, or an authorized private overnight carrier such as FedEx or UPS, in each such case upon receipt or refusal of delivery, or (iii) if emailed, upon sending of the email by the party providing such notice, consent, waiver or other communication. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Landlord shall be sent to Landlord c/o Capstone Properties, LLC, President, 431 Office Park Drive, Birmingham, Alabama 35223 and to Agent at c/o the Community's office, 4702 4th Street Lubbock Texas 79416, or at such other address as Landlord or Agent shall have previously specified by notice in writing and to Tenant. All notices, consents, waivers and other communications required or permitted to be given hereunder or otherwise to Tenant shall be sent to Tenant at the Apartment Unit or at such other address as Tenant shall have previously specified by notice in writing to Landlord or at the email address provided by Tenant in Tenant's rental application.
26. **AMENDMENTS AND WAIVERS:** No amendment to the terms, conditions, covenants or provisions of this Lease shall be valid or effective unless made in writing and signed by Landlord or Agent and Tenant. No waiver of a breach of any term, condition, covenant or provision in this Lease shall be construed to be a waiver of a succeeding breach of the same term, condition, covenant or provision or any other terms, conditions, covenants and provisions of this Lease. The failure of Landlord to insist upon strict performance of any of the terms, conditions, covenants, or provisions of this Lease shall not be construed as a waiver or relinquishment of any such terms, conditions, covenants or provisions, but the same shall be and remain in full force and effect. The receipt by Landlord of Rent or a late charge, with knowledge of the breach of any term, condition, covenant or provision hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any term, condition, covenant and provision hereof shall be deemed to have been made unless expressed in writing and signed by Landlord. Notwithstanding anything herein to the contrary, acceptance of Rent with knowledge of a default by Tenant or acceptance of performance by Tenant that varies from the terms, conditions, covenants and provisions hereof shall constitute a waiver of Landlord's right to terminate this Lease for such breach, unless otherwise agreed after such breach has occurred; provided, however, if breach of a continuing duty is involved, acceptance of Rent or performance will not bar Landlord's remedy for a later or other breach and acceptance of unpaid Rent paid after expiration of a termination notice does not constitute a waiver of the termination.
27. **PREVAILING LAW:** Notwithstanding anything herein to the contrary, no term, condition, covenant or provision of this Lease, the Rules and Regulations, or any addendum or amendment hereto or thereto, shall be enforceable if the enforcement of such term, condition, covenant or provision is prohibited or in conflict with Prevailing Law in the State of Texas.
28. **ACCEPTANCE OF PACKAGES:** As a convenience to tenants, Landlord will accept packages sent to Tenant via UPS, FedEx, U.S. Mail, or any other carrier. However, Landlord will not accept or sign for certified letters or registered mail. Landlord will notify Tenant that a package has arrived and is available for pick up at the Community's office. Packages will be held in the Community's office for 10 business days, after which unclaimed packages will be returned to the carrier or the sender. Tenant agrees that Landlord will not be responsible for any damage to or the loss of any package or the items contained therein.
29. **PUBLICITY RELEASE:** Tenant hereby gives Tenant's permission to Landlord and Agent and their respective representatives, affiliates, nominees, designees, successors and assigns, or others for whom they are acting, full authorization and the absolute right and permission to sell, assign, convey, reproduce, copyright, use or publish photographic reproductions, or pictures of Tenant, motion picture or video tape pictures of Tenant, or in which Tenant may be included in whole, or any voice recording of Tenant, in part of any other picture, product, person, name or advertising, commerce, business or trade, or any other lawful purpose whatsoever. Tenant hereby waives any right that Tenant may have to inspect or approve the finished product or the advertising copy which may be used in connection therewith, or the use to which it may be applied. There is no time limit on the validity of this release nor is there any geographical specification of where these materials may be distributed. Tenant agrees to release, discharge, indemnify, defend and hold harmless Landlord and Agent and their respective officers, directors, shareholders, members, managers, agents, employees, representatives, affiliates, nominees, designees, successors and assigns, or others for whom they are acting, for, from and against any and all claims, costs, judgments, damages of any type relating to the production or distribution of any photographic reproductions, pictures, motion pictures, video tape pictures or audio recordings of Tenant.
30. **FURNITURE:** Tenant acknowledges that the monthly Rent paid by Tenant under this Lease does not include bedroom and common area furniture in the Apartment Unit. Notwithstanding the foregoing, Tenant may indicate its desire to have Landlord furnish bedroom and common area furniture in the Apartment Unit on Addendum "C" attached hereto and Landlord will do so for the additional monthly charge(s) set forth on Addendum "C", provided that all tenants of the Apartment Unit elect and agree to have Landlord furnish bedroom and common area furniture.

31. **UTILITY SERVICES:** Each Apartment Unit has available to it all normal utility services, such as cable TV, internet, electricity, water and sewer. Tenant acknowledges that the monthly Rent paid by Tenant under this Lease includes the following utility services: basic cable TV, internet and trash removal from dumpsters provided within the Community. Tenant acknowledges that Tenant shall be responsible for arranging and paying all charges for all electric services furnished to the Apartment Unit directly with the utility provider(s). Tenant acknowledges that, as of the date of this Lease, electric utility service is individually metered to the Apartment Unit by the utility provider. Notwithstanding the foregoing, Tenant may indicate its desire to have Landlord furnish electric and water service to the Apartment Unit on Addendum "C" attached hereto and Landlord will do so for the additional monthly charge(s) set forth on Addendum "C".
32. **Water and Sewer Utility Services.** Tenant acknowledges that, as of the date of this Lease, water and sewer utility services are master metered to the Community and submetered to the Apartment Unit. Accordingly, Landlord will obtain and furnish water and sewer utility services to the Apartment Unit in Landlord's name pursuant to the Water/Wastewater Submetering Addendum attached to this Lease, which is in compliance with State agency rules. Landlord will divide each monthly water/sewer bill (defined below) for the Apartment Unit equally among each tenant of the Apartment Unit, and Tenant agrees that Tenant will pay Landlord (i) Tenant's prorated share of the monthly water/sewer bill plus (ii) an additional processing fee per tenant. Tenant will receive a bill ("water/sewer bill") for Tenant's prorata use of the water and sewer services furnished to the Apartment Unit at least once each month pursuant to the Water/Wastewater Submetering Addendum attached to this Lease. Each water/sewer bill will list a billing date, and Tenant's payment of such water/sewer bill will be considered past due if not received within 16 days after such water/sewer bill is mailed or hand-delivered to Tenant's Apartment Unit. Notwithstanding the foregoing, Tenant may indicate its desire to have Landlord furnish water and sewer service to the Apartment Unit on Addendum "C" attached hereto for a flat fee to be included in the monthly rent paid by Tenant and Landlord will do so for the additional monthly charge(s) set forth on Addendum "C".
33. **SMOKE DETECTORS:** Subchapter F, Chapter 92, Texas Property Code requires the Apartment Unit to be equipped with smoke detectors in certain locations. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. **Tenant must not disconnect or intentionally damage a smoke alarm or remove the battery without immediately replacing it with a working battery. Tenant may be subject to damages, civil penalties, and attorney's fees under Section 92.2611, Texas Property Code for not complying with this notice.**
34. **MISCELLANEOUS:** This Lease shall be construed, interpreted and governed in accordance with the laws of the State in which the Community is located ("Prevailing Law"), notwithstanding the residence or principal place of business of any party hereto, the place where this Lease may be executed by any party hereto or the provisions of any jurisdiction's conflict of laws principles. Any action or proceeding seeking to enforce any term, condition, covenant or provision of, or based on any right arising out of, this Lease may be brought against either of the parties hereto in the courts of the State in which the Community is located, or if it has or can acquire jurisdiction, in the United States District Court for the district in which the Community is located, and each of the parties hereto consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party hereto anywhere in the world. Time is expressly declared to be of the essence of this Lease. Subject to the limitations contained herein with respect to the assignment of Tenant's interest under this Lease, all terms, conditions, covenants and provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Lease, the rental application, the Rules and Regulations, any addendums hereto, and the Guaranty(s) constitute the sole and complete agreement of the parties hereto concerning the Apartment Unit and correctly set forth the rights and obligations of the parties hereto. Any agreement or representation between the parties hereto respecting the subject matter of this Lease, whether oral or in writing, which is not expressly set forth in this Lease, is null, void and of no legal force or effect. The captions in this Lease are for convenience only, shall not be deemed a part of this Lease and in no way define, limit or extend or describe the scope of any terms, conditions, covenants and provisions hereof. Except to the extent otherwise stated in this Lease, references to "Section" or "Sections" are to Sections of this Lease. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular Section. In any term, condition, covenant or provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's invitees or others using the Apartment Unit with Tenant's express or implied permission. In the event that any part of this Lease is construed or declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable portion or portions were not included herein. This Lease may be executed in one or more counterparts by original, facsimile, or electronic signature, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same Lease. Tenant shall not record this Lease in the public records of the County or State, and in the event this Lease becomes of public record Tenant hereby names Landlord or Agent its agent and authorizes such party to remove it from the public record, and agrees to pay any costs or expenses associated therewith.
35. **ACKNOWLEDGMENT:** TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE, THE RENTAL APPLICATION, THE RULES AND REGULATIONS, AND ANY ADDENDUMS DESCRIBED HEREIN. TENANT UNDERSTANDS THAT THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME AND ARE FOR THE PURPOSE OF PROTECTING THE APARTMENT UNIT AND PROVIDING FOR THE SAFETY AND WELL BEING OF ALL OCCUPANTS OF THE APARTMENT UNIT, AND AFFIRMS THAT TENANT WILL, IN ALL RESPECTS, COMPLY WITH THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS LEASE. TENANT ACKNOWLEDGES THAT THIS LEASE IS A LEGAL DOCUMENT AND IS INTENDED TO BE ENFORCEABLE AGAINST TENANT IN ACCORDANCE WITH ITS TERMS, CONDITIONS, COVENANTS AND PROVISIONS. TENANT SHOULD SEEK COMPETENT LEGAL ADVICE IF ANY PORTION OF THIS LEASE OR RELATED DOCUMENTS IS NOT CLEAR OR OTHERWISE UNDERSTOOD BY TENANT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease on the day and year written below.

AGENT:

CAPSTONE PROPERTIES, LLC,
As agent for Landlord

By: _____
Printed Name: _____
Title: _____

Date: _____

TENANT:

Printed Name: _____

Date: _____

“Equal Housing Opportunity



IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Addendum on the day and year written below.

AGENT:

CAPSTONE PROPERTIES, LLC,
As agent for Landlord

By: _____
Printed Name: _____
Title: _____

Date: _____

TENANT:

Printed Name: _____

Date: _____

“Equal Housing Opportunity”

